Court File No.: CV-19-627308-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

AUXLY CANNABIS GROUP INC.

Applicant

- and –

2368523 ONTARIO LIMITED D/B/A CURATIVE CANNABIS

Respondent

MOTION RECORD

(MOTION FOR ORDER THAT THE OBJECTIONS TO THE APPLICANT'S PROPOSAL ARE INEFFECTIVE UNDER SECTION 65(5) OF THE PERSONAL PROPERTY SECURITY ACT)

October 2, 2019

BENNETT JONES LLP
One First Canadian Place
Suite 3400, P.O. Box 130
Toronto, Ontario
M5X 1A4

Gavin Finlayson (#44126D)
Email: finlaysong@bennettjones.com

Alexander Payne (#70712L)
Email: paynea@bennettjones.com

Telephone: (416) 863-1200
Facsimile: (416) 863-1716

Lawyers for Auxly Cannabis Group Inc.

TO: **SISKINDS LLP**
680 Waterloo Street
P.O. Box 2520
London, ON N6A 3V8

Wade W. Sarasin
Email: sarasin.team@siskinds.com

James Judson
Email: james.judson@siskinds.com

Telephone: (519) 672-2121
Facsimile: (519) 672-6065

Lawyers for 2368523 Ontario Limited (d/b/a Curative Cannabis, David Shplit and Scott Fitzgerald

AND TO: **GROPPER LAW PROFESSIONAL CORPORATION**
2345 Yonge Street, Suite 302
Toronto ON M4P 2E5

Yaakov Eizicovics
Telephone: (416) 962-3002
Facsimile: (416) 962-3002
Email: yaakov@gropperlaw.com

Lawyer for 689643 Ontario Inc. and Marcos Soberano

AND TO: **A. FARBER & PARTNERS INC.**
150 York Street, Suite 1600
Toronto, ON M5H 3S5

Allan Nackan
Telephone: (416) 496-3732
Email: anackan@farbergroup.com

Paul J. Denton
Telephone: (416) 496-3773
Email: pdenton@farbergroup.com

Court-Appointed Receiver of 2368523 Ontario Limited d/b/a Curative Cannabis

AND TO: **MILLER THOMSON LLP**
Scotia Plaza
40 King Street West, Suite 5800
P.O. Box 1011
Toronto, Ontario M5H 3S1

Gregory Azeff
Email: gazeff@millerthomson.com

Asim Iqbal
Email: aiqbal@millerthomson.com

Tamie Dolny
Email: tdolny@millerthomson.com

Telephone: (416) 595-8500
Facsimile: (416) 595-8695

Lawyers for the Receiver

AND TO: **ATTORNEY GENERAL OF CANADA**
Department of Justice Canada
Ontario Regional Office – Tax Law Section
The Exchange Tower
130 King Street West, Suite 3400, Box 36
Toronto, ON M5X 1K6

Diane Winters
Telephone: (416) 973-3172
Facsimile: (416) 973-0809
Email: diane.winters@justice.gc.ca

Lawyers for the Minister of National Revenue

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TAB 1

Court File No.: CV-19-627308-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

AUXLY CANNABIS GROUP INC.

Applicant/Moving Party

- and -

2368523 ONTARIO LIMITED D/B/A CURATIVE CANNABIS

Respondent

NOTICE OF MOTION

(MOTION FOR ORDER THAT THE OBJECTIONS TO THE APPLICANT'S PROPOSAL ARE INEFFECTIVE UNDER SECTION 65(5) OF THE *PERSONAL PROPERTY SECURITY ACT*)

The applicant, Auxly Cannabis Group Inc. (**Auxly**), will make a motion to a judge presiding over the Commercial List at 330 University Avenue, Toronto, ON, M5G 1R7 on Friday October 11, 2019, at 10:00 a.m., or as soon after that time as the motion can be heard.

PROPOSED METHOD OF HEARING: The motion is to be heard orally.

THE MOTION IS FOR:

1. an order abridging the time for service of this notice of motion and the materials filed in support of the motion, and dispensing with further service thereof;

2. an order pursuant to section 65(5) of the *Personal Property Security Act*, RSO 1990 c P-10 (the **PPSA**) that the objections to Auxly's proposal to accept the Share Collateral (as defined below) in satisfaction of its secured obligations are ineffective;

3. an order pursuant to sections 65(6.1) and 67(1)(c) and (e) of the PPSA discharging any subordinate security interest and terminating the Debtor's interest in the Share Collateral; and

4. such further and other relief as counsel may request and this Honourable Court may deem just.

THE GROUNDS FOR THIS MOTION ARE:

The Parties

5. Auxly Cannabis Group Inc. (**Auxly**) is an integrated cannabis company which focuses on production, product development, branding, cultivation and financing in the legal cannabis market. Auxly operates from its head office in Toronto, Ontario;

6. 2368523 Ontario Limited d/b/a Curative Cannabis (the **Debtor**) is an early stage cannabis cultivation company that is in the pre-licensing and construction phase of its operations. The Debtor does not have active operations and is in the process of building a facility in Chatham, Ontario for the purpose of cultivating cannabis (the **Chatham Facility**);

The Financing Arrangements

7. Auxly and the Debtor entered into financing arrangements in connection with the construction of the Chatham Facility, most recently pursuant to an Amended and Restated

Secured Promissory Note dated April 23, 2019 (the **Amended and Restated Promissory Note**);

8. under the Amended and Restated Promissory Note, and as security for its obligations to Auxly, the Debtor granted Auxly security over all of its personal property pursuant to, among other things, a general security agreement dated April 23, 2019 (the **GSA**);

9. the Debtor also issued a demand debenture to Auxly dated April 23, 2019, in the principal amount of $18 million, under which the Debtor mortgaged and charged in favour of Auxly all of its right, title, estate and interest to the real property legally described as PIN 00736-0250 (LT) and PIN 00736-0221(LT), which comprises the lands on which the Chatham Facility is being constructed (the **Lands**);

10. the Demand Debenture and the First Charge were subsequently discharged on or about May 17, 2019, and replaced by a charge/mortgage registered May 17, 2019 for $18 million against the Lands pursuant to standard charge terms #200033 along with certain additional charge provisions;

11. in addition to the security provided by the Debtor, the principals of the Debtor, David Shpilt (**Mr. Shpilt**) and Scott Fitzgerald (**Mr. Fitzgerald**) provided Auxly with security in the form of:

    a) a limited recourse guarantee dated April 23, 2019 (the **Guarantee**); and

    b) a share pledge agreement dated April 23, 2019 (the **Share Pledge**);

12. under the Guarantee and the Share Pledge, Mr. Shpilt and Mr. Fitzgerald pledged all of their shareholdings in the Debtor, being 95 common shares, (the **Share Collateral**) to Auxly as security for all amounts owing by the Debtor to Auxly;

13. Auxly registered its security interests against the Debtor, Mr. Shpilt and Mr. Fitzgerald pursuant to the PPSA;

14. Auxly is in possession and control of the Share Collateral;

15. all amounts owing under the Amended and Restated Promissory Note by the Debtor to Auxly matured on August 5, 2019;

16. notwithstanding the Debtor's default, Auxly has determined that is must continue to pay obligations owing to third-parties in connection with the construction of the Chatham facility in order to preserve the value of its collateral;

17. as such, Auxly has continued to make advances following the maturity date as part of the $18 million secured by the Amended and Restated Promissory Note and has irrevocably committed to pay the remaining amount thereunder to allow for the ongoing construction of the Chatham Facility, and to comply with the construction holdback process and related trust obligations;

The Demands for Payment and Notices of Foreclosure

18. by letters dated August 15, 2019, Auxly demanded repayment from each of the Debtor, Mr. Shpilt and Mr. Fitzgerald (the **Demands**) and also delivered Notices of Intention to

Enforce Security (the **BIA Notices**) pursuant to Section 244 of the *Bankruptcy and Insolvency Act*, RSC, 1985, c B-3 (the **BIA**);

19. the Debtor, Mr. Shpilt and Mr. Fitzgerald failed to make any payments to Auxly;

20. two weeks later, on August 29, 2019, Auxly issued Notices for Foreclosure in respect of the Share Collateral to Shpilt, Fitzgerald and certain other parties entitled to notice pursuant to the PPSA (the **Notices of Foreclosure**);

21. in the Notices of Foreclosure, Auxly proposed to accept the Share Collateral in full satisfaction of the amounts then owing to Auxly (the **Proposal**);

22. the Debtor, Shpilt, Fitzgerald and certain related creditors with PPSA registrations against Shpilt and Fitzgerald issued objections to the Proposal in the Notices of Foreclosure;

23. specifically:

a) the Debtor, Shpilt, and Fitzgerald objected on the basis that the fair market value of the Share Collateral is allegedly more than the total amount owing to Auxly and the estimated expenses recoverable under section 63(1) of the PPSA; and

b) certain related creditors with PPSA registrations against Shpilt and Fitzgerald objected on the basis that

i. they registered financing statements in priority to Auxly; and

ii. the fair market value of the Share Collateral is allegedly more than the total amount owing Auxly and the estimated expenses recoverable under section 63(1) of the PPSA;

24. on September 19, 2019, at the request of Auxly and unopposed by the Debtor, Shpilt and Fitzgerald, Justice Hainey appointed A. Farber & Partners Inc. as receiver and manager without security of all of the assets, undertakings, and properties of the Debtor (the **Receiver**);

The Current Status

25. the Debtor has not obtained additional financing and has not paid any of the amounts outstanding to Auxly;

26. the Debtor has had ample time to refinance the obligations owing to Auxly or propose a solution that is acceptable to Auxly – it has not done so;

27. as of October 2, 2019, the Debtor is indebted to Auxly in the amount of at least $17,556,506.91, which is comprised of:

a) $17,072,438.71 in principal advanced under the Amended and Restated Promissory Note;

b) $323,581.70 in interest; and

c) $160,486.50 in estimated expenses incurred by Auxly, including professional fees and other such costs, recoverable under 63(1) of the PSSA;

28. as Auxly has possession and control of the certificated 95 common shares representing the Share Collateral, it has a first ranking security interest over the pursuant to section 30.1(2) of the PPSA and section 23 of the *Securities Transfer Act, 2006*, SO 2006, c 8 (the "**STA**");

29. the fair market value of the Share Collateral is less than the total amount owing to Auxly and the estimated expenses recoverable under section 63(1) of the PPSA;

30. sections 1(2), 22, 30.1, 63(1), 65(5)(6.1) and 67(1)(c) and (e) of the PPSA;

31. rules 1.04, 3.02(1), and 37 of the *Rules of Civil Procedure*, RRO 1990, Reg 194; and

32. such other grounds as counsel may advise and this Honourable Court may deem just.

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

33. the Affidavit of Michael Lickver, sworn October 2, 2019;

34. the First Report of the Receiver, to be delivered; and

35. such further and other evidence as counsel may advise and this Honourable Court may permit.

October 2, 2019

BENNETT JONES LLP
One First Canadian Place
Suite 3400, P.O. Box 130
Toronto, Ontario
M5X 1A4

Gavin H. Finlayson (#44126D)
Email: finlaysong@bennettjones.com

Alexander C. Payne (#70712L)
Email: paynea@bennettjones.com

Tel.: (416) 863-1200
Fax: (416) 863-1716

Lawyers for Auxly Cannabis Group Inc.

TO: **SISKINDS LLP**
680 Waterloo Street
P.O. Box 2520
London, ON N6A 3V8

Wade W. Sarasin
Email: sarasin.team@siskinds.com

James Judson
Email: james.judson@siskinds.com

Telephone: (519) 672-2121
Facsimile: (519) 672-6065

Lawyers for 2368523 Ontario Limited (d/b/a Curative Cannabis, David Shplit and Scott Fitzgerald

AND TO: **GROPPER LAW PROFESSIONAL CORPORATION**
2345 Yonge Street, Suite 302
Toronto ON M4P 2E5

Yaakov Eizicovics
Telephone: (416) 962-3002
Facsimile: (416) 962-3002
Email: yaakov@gropperlaw.com

Lawyer for 689643 Ontario Inc. and Marcos Soberano

AND TO: **A. FARBER & PARTNERS INC.**
150 York Street, Suite 1600
Toronto, ON M5H 3S5

Allan Nackan
Telephone: (416) 496-3732
Email: anackan@farbergroup.com

Paul J. Denton
Telephone: (416) 496-3773
Email: pdenton@farbergroup.com

Court-Appointed Receiver of 2368523 Ontario Limited d/b/a Curative Cannabis

AND TO : **MILLER THOMSON LLP**
Scotia Plaza
40 King Street West, Suite 5800
P.O. Box 1011
Toronto, Ontario M5H 3S1

Gregory Azeff
Email: gazeff@millerthomson.com

Asim Iqbal
Email: aiqbal@millerthomson.com

Tamie Dolny
Email: tdolny@millerthomson.com

Telephone: (416) 595-8500
Facsimile: (416) 595-8695

Lawyers for the Receiver

AND TO: **ATTORNEY GENERAL OF CANADA**
Department of Justice Canada
Ontario Regional Office – Tax Law Section
The Exchange Tower
130 King Street West, Suite 3400, Box 36
Toronto, ON M5X 1K6

Diane Winters
Telephone: (416) 973-3172
Facsimile: (416) 973-0809
Email: diane.winters@justice.gc.ca

Lawyers for the Minister of National Revenue

AUXLY CANNABIS GROUP INC.
Applicant

-and-

2368523 ONTARIO INC. D/B/A CURATIVE CANNABIS
Respondent

Court File No.: CV-19-627308-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO

NOTICE OF MOTION

(Motion for Order that the Objections to the Applicant's Proposal are Ineffective under Section 65(5) of the *Personal Property Security Act*)

BENNETT JONES LLP
One First Canadian Place
Suite 3400, P.O. Box 130
Toronto, Ontario
M5X 1A4

Gavin H. Finlayson (#44126D)
Email: finlaysong@bennettjones.com

Alexander C. Payne (#70712L)
Email: paynea@bennettjones.com

Tel.: (416) 863-1200
Fax: (416) 863-1716

Lawyers for Auxly Cannabis Group Inc.

10

TAB 2

Court File No.: CV-19-627308-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

AUXLY CANNABIS GROUP INC.

Applicant

- and –

2368523 ONTARIO LIMITED D/B/A CURATIVE CANNABIS

Respondent

AFFIDAVIT OF MICHAEL LICKVER
(Sworn October 2, 2019)

I, Michael Lickver, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY AS FOLLOWS:

1. I am the Senior Vice President, Strategy, of the applicant, Auxly Cannabis Group Inc. (**Auxly**), the secured creditor of 2368523 Ontario Limited d/b/a Curative Cannabis (the **Debtor**). As such, I have personal knowledge of the matters to which I hereinafter depose. Where I do not have personal knowledge of the matters set out herein, I have stated the source of my information and, in all such cases, believe it to be true.

2. As described below, Auxly also has a first ranking security interest in 95 common shares of the Debtor (the **Share Collateral**) pledged in Auxly's favour by the Debtor's principals, David Shpilt and Scott Fitzgerald, the value of which is the subject of this motion.

3. Unless I state otherwise, all references to monetary amounts in this affidavit are in Canadian Dollars.

4. I swear this affidavit in support of the Auxly's motion for:

(a) an order under section 65(5) of the *Personal Property Security Act*, RSO 1990 c P-10 (the **PPSA**) that the objections to Auxly's proposal to accept the Share Collateral in satisfaction of its secured obligations are ineffective; and

(b) an order pursuant to sections 65(6.1) and 67(1)(c) and (e) of the PPSA discharging any subordinate security interest and terminating the Debtor's interest in the Share Collateral.

BACKGROUND

5. Auxly is an integrated cannabis company which focuses on production, product development, branding, cultivation and financing in the legal cannabis market. Auxly's head office is located in Toronto, Ontario.

6. The Debtor is an early stage cannabis cultivation company that is in the pre-licensing and construction phase of its operations. The Debtor does not have active operations and is in the process of building a facility in Chatham, Ontario for the purpose of cultivating cannabis (the **Chatham Facility**).

7. According to the records maintained by the Ontario Ministry of Government Services (the **Corporation Profile Report**), the Debtor was incorporated pursuant to the laws of the Province

of Ontario on April 4, 2013. The Debtor's registered head office is listed as 3513 Homewood Lane, London, Ontario N6P 1K3.

8. The Corporation Profile Report for the Debtor lists Shpilt and Fitzgerald as directors of the Debtor. I also understand that:

(a) Mr. Shpilt is the Chief Executive Officer of the Debtor; and

(b) Mr. Fitzgerald is the Chief Operating Officer of the Debtor.

Attached as **Exhibit "A"** is a true copy of the Corporation Profile Report regarding the Debtor.

THE PROMISSORY NOTES

9. On October 1, 2018, Auxly and the Debtor entered into a Promissory Note in the principal amount of $4 million (the **Original Promissory Note**). A copy of Original Promissory Note is attached as **Exhibit "B"**.

10. On April 23, 2019, Auxly and the Debtor entered into an Amended and Restated Secured Promissory Note with a principal amount up to $18 million (the **Amended and Restated Promissory Note**). A copy of the Amended and Restated Promissory Note is attached hereto as **Exhibit "C"**. Key terms of the Amended and Restated Promissory Note include:

(a) *Maturity Date:* 104 days from April 23, 2019 (or August 5, 2019);

(b) *Interest Rate:* 10% per annum; and

(c) *Purpose:* Funds lent under the Amended and Restated Promissory Note were to be used solely for the acquisition of the lands forming and construction of the Chatham Facility.

AUXLY'S SECURITY

11. Under the Amended and Restated Promissory Note, and as security for its obligations to Auxly, the Debtor granted Auxly security over all of its personal property pursuant to, among other things, a General Security Agreement dated April 23, 2019 (the **GSA**). A copy of the GSA is attached as **Exhibit "D"**.

12. The Debtor also issued a demand debenture to Auxly dated April 23, 2019, in the principal amount of $18 million, under which the Debtor mortgaged and charged in favour of Auxly by charge/mortgage dated April 24, 2019, all of its right, title, estate and interest to the real property legally described as PIN 00736-0250 (LT) and PIN 00736-0221(LT), which comprises the lands on which the Chatham Facility is being constructed (the **Lands**). Copies of the April 23, 2019 demand debenture and the April 24, 2019 charge/mortgage are attached as **Exhibits "E"** and **"F"**.

13. The April 23, 2019 demand debenture and the April 24, 2019 charge/mortgage were subsequently discharged on or about May 17, 2019 and were replaced by a charge/mortgage registered May 17, 2019 for $18 million against the Lands pursuant to standard charge terms #200033 along with certain additional charge provisions (the **Demand Mortgage**). Copies of the May 17, 2019 discharge and the Demand Mortgage are attached as **Exhibits "G"** and **"H"**.

14. In addition to the security provided by the Debtor, the principals of the Debtor, Mr. Shpilt and Mr. Fitzgerald provided Auxly with additional security in the form of:

(a) a limited recourse guarantee dated April 23, 2019 (the **Guarantee**); and

(b) a pledge agreement dated April 23, 2019 (the **Share Pledge**).

15. Under the Guarantee and the Share Pledge, Mr. Shpilt and Mr. Fitzgerald pledged the Share Collateral to Auxly as security for all amounts owing by the Debtor to Auxly. Copies of the Guarantee and Share Pledge at attached hereto as **Exhibits "I"** and **"J"**.

16. On April 17, 2019, Auxly filed a registration against the Debtor in respect of all classes of collateral except "consumer goods" pursuant to the PPSA. A copy of a certified PPSA Enquiry Response Certificate from the Ministry of Consumer and Business Services dated August 28, 2019, in respect of the Debtor is attached as **Exhibit "K"**.

17. The April 17, 2019 PPSA Enquiry Response Certificate confirmed that there were no other registrations against the Debtor at that time.

18. On May 10, 2019, Auxly filed a registration against Mr. Shpilt in respect of 47.5 common shares of the Debtor pursuant to the PPSA. A copy of the certified PPSA Enquiry Response from the Ministry of Consumer and Business Services current to September 30, 2019, in respect of Mr. Shpilt is attached as Exhibit **"L"**.

19. Also on May 10, 2019, Auxly filed a registration against Mr. Fitzgerald in respect of 47.5 common shares of the Debtor pursuant to the PPSA. A copy of the enquiry search response from the Ministry of Consumer and Business Services dated October 1, 2019 in respect of Mr. Fitzgerald is attached as Exhibit **"M"**.

20. Auxly is in possession and control of the certificated 95 common shares in the Debtor representing the Share Collateral. Copies of the Share Collateral are attached as **Exhibit "N"**.

DEFAULT BY THE DEBTOR

21. The obligations owing by the Debtor to Auxly under the Amended and Restated Promissory Note and the Share Pledge matured on August 5, 2019 (the **Maturity Date**).

22. As at the Maturity Date, Auxly was owed $13,263,157.97, an amount that continues to grow due to interest and ongoing construction costs associated with the Chatham Facility that Auxly has committed to fund during the enforcement of its security in order to maintain the value of its collateral, and to comply with the construction holdback process and related trust obligations.

23. As of October 2, 2019, the Debtor is indebted to Auxly in the amount of at least $17,396,020.41, plus reasonable expenses recoverable under section 63(1)(a) of the PPSA.

24. No amounts owing to Auxly by the Debtor have been repaid. The Debtor is in default under the Amended and Restated Promissory Note, the Demand Mortgage, the Guarantee and the Share Pledge.

25. During the month of August 2019, the Debtors and Auxly engaged in discussions regarding the Maturity Date, and the Debtor's obligation to obtain additional financing to repay the amounts owing to Auxly. These discussions did not result in an outcome satisfactory to Auxly.

26. On August 15, 2019, Bennett Jones issued demands and enforcement notices pursuant to section 244 of the *Bankruptcy and Insolvency Act* to the Debtor, Mr. Shpilt and Mr. Fitzgerald (collectively, the **Demands**). Copies of the Demands are attached as **Exhibit "O"**.

27. As at the date of the Demands, the Debtors were indebted to Auxly in the amount of $14,710,696.14, inclusive of principal and interest to that date, but exclusive of professional and

other costs to which Auxly is entitled under the Amended and Restated Promissory Notes and other loan and security documents.

28. After issuing the Demands, there have been discussions between Auxly and the Debtor regarding the possibility of Auxly forbearing on the exercise of its rights and potential new financing sources for the Debtor. Again, these discussions have not resulted in a proposal or outcome that was satisfactory to Auxly. None of the proposals discussed provided confidence to Auxly that the value of its collateral would not erode, and that amounts owing to it by the Debtor would be repaid in a timely manner.

29. Given the Debtor's failure to raise additional financing to date, the missed Maturity Date, sporadic communication and the fact that construction of the Chatham Facility is still ongoing, Auxly lost faith in the Debtor's management team.

30. Notwithstanding the Debtor's default, Auxly has continued to make advances following the maturity date and pay obligations owing to other parties related to the construction of the Chatham Facility to preserve the value of its collateral, and to comply with pre-existing contractual and statutory obligations to contractors, including regarding the payment of holdback under the *Construction Act*, RSO 1990, c C.30.

AUXLY'S ENFORCMENT ACTION

31. Pursuant to Auxly's rights under the Guarantee and Share Pledge, on August 29, 2019, Bennett Jones issued Notices for Foreclosure in respect of the Share Collateral to Shpilt, Fitzgerald and certain other parties entitled to notice pursuant to the PPSA (the **Notices of Foreclosure**).

32. All prior security registrants against Shpilt and Fitzgerald in respect of the Share Collateral were served with copies of the Notices of Foreclosure.

33. As of the date of the Notices of Foreclosure, the Debtor was indebted to Auxly in the amount of approximately $14,805,075.00, inclusive of principal and interest current to that date. Copies of the Notices of Foreclosure issued to Shpilt, Fitzgerald and the other parties entitled to notice are attached as **Exhibit "P"**.

34. On September 9, 2019, Bennett Jones received an objection to the foreclosure process (the **First Objection Letter**) from counsel to 689643 Ontario Inc. and Marcos Soberano (collectively, the **Objectors**). A copy of the First Objection Letter is attached hereto as **Exhibit "Q"**.

35. I understand that the Objectors have filed PPSA registrations against Shpilt and/or Fitzgerald and purport to have an interest in the Share Collateral. I further understand that they allege that the fair market value of the Share Collateral is more than the total amount owing to Auxly and the estimated expenses recoverable under section 63(1) of the PPSA.

36. On September 10, 2019, Bennett Jones wrote to counsel for the Objectors and requested that the Objectors provide proof of their interest in the Share Collateral pursuant to section 65(4) of the PPSA (the **Proof of Interest Letter**). A copy of the Proof of Interest Letter is attached as **Exhibit "R"**.

37. On September 11, 2019, Bennett Jones received a second objection to the foreclosure process from counsel to the Debtor, Shpilt and Fitzgerald (the **Second Objection Letter**). A copy of the Second Objection Letter is attached hereto as **Exhibit "S"**.

38. I understand the Debtor, Shpilt & Fitzgerald object on the basis that the fair market value of the Share Collateral is allegedly more than the total amount owing to Auxly and the estimated expenses recoverable under section 63(1) of the PPSA.

39. On September 17, 2019, in response to Bennett Jones' September 10, 2019 request for the Objectors' proof of their interest in the Share Collateral, counsel to the Objectors provided:

(a) a commitment letter dated October 4, 2018, between

(i) David Schpilt and Pamela Ann Atkinson; and

(ii) Pee Dee Investments Ltd; and

(b) a commitment letter dated January 9, 2019, between

(i) David Schpilt;

(ii) Pamela Ann Atkinson;

(iii) Pee Dee Investments Ltd.; and

(iv) Scott Fitzgerald.

The October 4, 2018 commitment letter is attached as **Exhibit "T"**. The January 9, 2019 commitment letter is attached as **Exhibit "U"**.

40. On September 24, 2019, Bennett Jones responded to counsel to the Objectors, and requested proof that the funds noted in the October 4, 2018 and January 9, 2019 commitment letters were advanced. A copy of the September 24, 2019 email is attached as **Exhibit "V"**.

41. As of the date of the swearing of this Affidavit, Counsel to the Objectors has not responded, nor provided any proof that funds were ever advanced.

A. FARBER & PARTNERS INC. IS APPOINTED AS RECEIVER OF THE DEBTOR

42. On September 19, 2019, at the request of Auxly and unopposed by the debtors, Justice Hainey appointed A. Farber & Partners Inc. as receiver and manager without security of all of the assets, undertakings, and properties of the Debtor (the **Receiver**). A copy of the Order of Justice Hainey dated September 19, 2019 is attached as **Exhibit "W"**.

43. Under the Order of Justice Hainey, the Receiver's powers are somewhat more limited than those provided for in the model receivership order published by the Commercial List Court. I understand that the Receiver was supportive of this approach as court-officers and other professionals have expressed concerns regarding the ability to travel to certain foreign jurisdictions if they are seen to be taking control or operating a cannabis business, which may still be illegal in certain foreign jurisdictions.

CURRENT STATUS

44. As of October 2, 2019, the Debtor is indebted to Auxly in the amount of at least $17,556,506.91, which is comprised of:

(a) $17,072,438.71 in principal advanced under the Amended and Restated Promissory Note;

(b) $323,581.70 in interest; and

(c) $160,486.50 in estimated expenses incurred by Auxly, including professional fees and other such costs, recoverable under 63(1) of the PSSA.

A copy of the Amended and Restated Promissory Note with a current grid schedule showing the principal advanced to date is attached as **Exhibit "X"**. A copy of the most recent progress claim payment approval is attached as **Exhibit "Y"**. A copy of a grid note schedule interest calculation current to October 2, 2019 is attached as **Exhibit "Z"**.

45. As of October 2, 2019, to Auxly's knowledge the Debtor still has not obtained additional financing. The Debtor has not paid any of the amounts outstanding to Auxly, nor made any proposal to obtain financing satisfactory to Auxly.

46. In Auxly's professional judgment, as an experienced participant in the cannabis industry, the fair market value of the Share Collateral is less than the total amount owing to Auxly plus the expenses recoverable under section 63(1) of the PPSA.

47. Auxly anticipates that the Receiver will deliver a report prior to October 11, 2019 in respect of the validity of Auxly's security and the value of the Share Collateral.

48. This Affidavit is made in support of the within motion, and for no other or improper purpose.

SWORN BEFORE ME at the City of Toronto, in the Province of Ontario, this 2nd day of October, 2019.

A Commissioner, Etc.

Shaan Tolani, a Commissioner, etc., Province of Ontario, while a Student-at-Law. Expires May 11, 2021.

MICHAEL LICKVER

TAB A

This is Exhibit A

Referred to in the

Affidavit of Michael Lickver

Sworn October 2, 2019



A Commissioner for taking affidavits

Shaan Tolani, a Commissioner, etc.,
Province of Ontario, while a Student-at-Law.
Expires May 11, 2021.

Request ID: 023543335
Transaction ID: 72940591
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2019/09/05
Time Report Produced: 10:07:38
Page: 1

CORPORATION DOCUMENT LIST

Ontario Corporation Number
2368523

Corporation Name
2368523 ONTARIO LIMITED

ACT/CODE	DESCRIPTION	FORM	DATE (YY/MM/DD)	
CIA	ANNUAL RETURN 2018 PAF: HILL, TRISTIN THOMAS	1C	2019/08/04	(ELECTRONIC FILING)
CIA	CHANGE NOTICE PAF: SHPILT, DAVID	1	2018/10/16	(ELECTRONIC FILING)
CIA	ANNUAL RETURN 2018 PAF: SHPILT, DAVID	1S	2018/06/18	(ELECTRONIC FILING)
CIA	ANNUAL RETURN 2017 PAF: SHPILT, DAVID	1S	2018/06/18	(ELECTRONIC FILING)
CIA	ANNUAL RETURN 2016 PAF: SHPILT, DAVID	1S	2018/06/18	(ELECTRONIC FILING)
CIA	ANNUAL RETURN 2015 PAF: SHPILT, DAVID	1S	2018/06/18	(ELECTRONIC FILING)
CIA	ANNUAL RETURN 2014 PAF: SHPILT, DAVID	1S	2018/06/18	(ELECTRONIC FILING)
CIA	CHANGE NOTICE PAF: SUMMERS, OLGA	1	2018/06/18	(ELECTRONIC FILING)
CIA	CHANGE NOTICE PAF: SHPILT, DAVID	1	2018/06/11	(ELECTRONIC FILING)
BCA	ARTICLES OF AMENDMENT	3	2018/06/04	
CIA	CHANGE NOTICE PAF: MILLAR, PHILLIP	1	2013/05/24	
CIA	INITIAL RETURN PAF: MILLAR, P.	1	2013/05/23	
BCA	ARTICLES OF INCORPORATION	1	2013/04/09	(ELECTRONIC FILING)

Request ID: 023543335
Transaction ID: 72940591
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2019/09/05
Time Report Produced: 10:07:38
Page: 2

CORPORATION DOCUMENT LIST

Ontario Corporation Number
2368523

Corporation Name
2368523 ONTARIO LIMITED

ACT/CODE	DESCRIPTION	FORM	DATE (YY/MM/DD)

THIS REPORT SETS OUT ALL DOCUMENTS FOR THE ABOVE CORPORATION WHICH HAVE BEEN FILED ON OR AFTER JUNE 27, 1992, AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

ALL "PAF" (PERSON AUTHORIZING FILING) INFORMATION IS DISPLAYED EXACTLY AS RECORDED IN ONBIS. WHERE PAF IS NOT SHOWN AGAINST A DOCUMENT, THE INFORMATION HAS NOT BEEN RECORDED IN THE ONBIS DATABASE.

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

Request ID: 023543334
Transaction ID: 72940589
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2019/09/05
Time Report Produced: 10:07:30
Page: 1

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date
2368523	2368523 ONTARIO LIMITED	2013/04/09

Jurisdiction
ONTARIO

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

Registered Office Address

TRISTIN HILL CPA CA
3513 HOMEWOOD LANE

LONDON
ONTARIO
CANADA N6P 1K3

Mailing Address

1 FIRST CANADIAN PLACE

Suite # 3400
TORONTO
ONTARIO
CANADA M5X 1A4

Date Amalgamated	Amalgamation Ind.
NOT APPLICABLE	NOT APPLICABLE

New Amal. Number	Notice Date
NOT APPLICABLE	NOT APPLICABLE

Letter Date
NOT APPLICABLE

Revival Date	Continuation Date
NOT APPLICABLE	NOT APPLICABLE

Transferred Out Date	Cancel/Inactive Date
NOT APPLICABLE	NOT APPLICABLE

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

Number of Directors Minimum	Number of Directors Maximum	Date Commenced in Ontario	Date Ceased in Ontario
00001	00010	NOT APPLICABLE	NOT APPLICABLE

Activity Classification

NOT AVAILABLE

Request ID: 023543334
Transaction ID: 72940589
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2019/09/05
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CORPORATION PROFILE REPORT

Ontario Corp Number

2368523

Corporation Name

2368523 ONTARIO LIMITED

Corporate Name History

2368523 ONTARIO LIMITED

Effective Date

2013/04/09

Current Business Name(s) Exist:

YES

Expired Business Name(s) Exist:

YES - SEARCH REQUIRED FOR DETAILS

Administrator:
Name (Individual / Corporation)

SCOTT

FITZGERALD

Address

829 CRESTHAVEN CRES

LONDON
ONTARIO
CANADA N6K 4W4

Date Began

2013/04/09

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

Y

Request ID: 023543334
Transaction ID: 72940589
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2019/09/05
Time Report Produced: 10:07:30
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CORPORATION PROFILE REPORT

Ontario Corp Number

2368523

Corporation Name

2368523 ONTARIO LIMITED

Administrator:
Name (Individual / Corporation)

SCOTT

FITZGERALD

Address

829 CRESTHAVEN CRES.

LONDON
ONTARIO
CANADA N6K 4W4

Date Began

2013/04/09

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

VICE-PRESIDENT

Resident Canadian

Administrator:
Name (Individual / Corporation)

DAVID

SHPILT

Address

3513 HOMEWOOD LANE

LONDON
ONTARIO
CANADA N6P 1K3

Date Began

2013/04/09

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

Y

Request ID: 023543334
Transaction ID: 72940589
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2019/09/05
Time Report Produced: 10:07:30
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CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2368523	2368523 ONTARIO LIMITED

Administrator:
Name (Individual / Corporation)

DAVID

SHPILT

Address

3513 HOMEWOOD LANE

LONDON
ONTARIO
CANADA N6P 1K3

Date Began	First Director	
2013/04/09	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
OFFICER	PRESIDENT	Y

Administrator:
Name (Individual / Corporation)

DAVID

SHPILT

Address

3513 HOMEWOOD LANE

LONDON
ONTARIO
CANADA N6P 1K3

Date Began	First Director	
2018/10/16	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
OFFICER	SECRETARY	

Request ID: 023543334
Transaction ID: 72940589
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2019/09/05
Time Report Produced: 10:07:30
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CORPORATION PROFILE REPORT

Ontario Corp Number

2368523

Corporation Name

2368523 ONTARIO LIMITED

Administrator:
Name (Individual / Corporation)

DAVID

SHPILT

Address

3513 HOMEWOOD LANE

LONDON
ONTARIO
CANADA N6P 1K3

Date Began

2018/10/16

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

TREASURER

Resident Canadian

Request ID: 023543334
Transaction ID: 72940589
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2019/09/05
Time Report Produced: 10:07:30
Page: 6

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2368523	2368523 ONTARIO LIMITED

Last Document Recorded

Act/Code	Description	Form	Date
CIA	ANNUAL RETURN 2018	1C	2019/08/04 (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.

TAB B

This is Exhibit B

Referred to in the

Affidavit of Michael Lickver

Sworn October 2, 2019



A Commissioner for taking affidavits

Shaan Tolani, a Commissioner, etc.,
Province of Ontario, while a Student-at-Law.
Expires May 11, 2021.

PROMISSORY NOTE

Effective: October 1, 2018
Principal Amount: Up to C$4,000,000.00

1. Promise to Pay. FOR VALUE RECEIVED, 2368523 Ontario Limited (d/b/a) Curative Cannabis (the "**Debtor**") acknowledges itself indebted and hereby promises to pay to Auxly Cannabis Group Inc. (the "**Creditor**") at 777 Richmond Street West, Suite #002, Toronto, Ontario M6J 3N5, or as the Creditor may direct, the total principal amount from time to time advanced hereunder and set forth on the attached grid (the "**Principal Amount**"), plus any accrued interest owing thereon.

2. Interest. The interest rate for the Principal Amount shall be computed based on the Principal Amount outstanding, to be calculated from the date hereof until the earlier of: (i) the Maturity Date; and (ii) the date this Promissory Note is repaid in accordance with Section 5 below; at per annum rate of 1%.

3. Repayment. The Principal Amount plus any interest owing thereon is repayable on October 1, 2020 (the "**Maturity Date**").

4. Optional Prepayment. The Debtor may, at its option and at any time, prepay the Principal Amount plus any accrued interest owing thereon, without penalty or premium.

5. Records of Account. A record of the Principal Amount, interest rate and accrued interest payable hereunder and payments of principal and interest may, at the Creditor's sole option, be entered:

   (i) in any electronic data processing device, and any printed report produced from such electronic records (absent manifest error) shall be good and sufficient evidence of the unpaid principal and interest balance in the same manner and to the same extent as if originally and concurrently recorded on or with this Promissory Note; or

   (ii) by the Creditor on the grid annexed hereto; or

   (iii) in any combination of the methods outlined in subparagraphs (i) and (ii) above.

   Failure to record the date and amount of any loan advance made under this Promissory Note, the interest rate or any accrued interest or payments made hereunder, shall not limit or otherwise affect the obligations of the Debtor to pay this Promissory Note.

   The Creditor is hereby irrevocably appointed and authorized by the Debtor as the Debtor's lawful attorney and agent (with full power of substitution and delegation) to endorse on the grid attached to this Promissory Note the amount of principal, the interest rate, interest accrued on and other amounts payable under this Promissory Note and the amount of each payment of principal and interest received by the Creditor on account of this Promissory Note as well as the dates thereof. The failure of the Creditor to make any such endorsement shall not release or otherwise alter the Debtor's obligations hereunder to repay the principal of this Promissory Note and accrued interest thereon payable hereunder. The unpaid principal and accrued interest payable under this Promissory Note recorded in the grid and/or the printed report from any electronic data processing device of the Creditor shall be conclusive and binding

on the Debtor, absent manifest error, and may be introduced as evidence of the amount owing by the Debtor hereunder.

6. Set-off. All payments to be made by the Debtor hereunder shall be made without set-off, compensation, deduction or counterclaim and without deduction for any taxes, levies, duties, fees, deductions, withholdings, restrictions or conditions of any nature whatsoever, except as agreed in writing by the Creditor. The Creditor shall have the right, but not the obligation, to set-off against the Principal Amount (plus any accrued interest owing thereon) any monies owed by the Creditor to the Debtor without consent of the Debtor.

7. Representations and Warranties. The Debtor represents and warrants, jointly and severally, to the Creditor as follows and acknowledges that the Creditor is relying on the following representations and warranties:

(i) it has full power, authority and capacity to enter this Promissory Note;

(ii) the execution, delivery and performance of obligations under the Promissory Note do not violate or conflict with any applicable laws, any order or judgment of any court or other governmental authority applicable to it or any of its personal property or assets or any contractual restriction binding on or affecting it or any of its personal property or assets; and

(iii) this Promissory Note has been duly executed and delivered by such Debtor and constitutes an enforceable obligation against the Debtor in accordance with its terms.

8. Events of Default. The entire unpaid portion of the Principal Amount and all accrued and unpaid interest thereon shall, at the option of the Creditor, automatically become immediately due and payable if any one or more of the following events of default (each, an "**Event of Default**") has occurred and is continuing:

(i) the Debtor fails to make payment by the Maturity Date of the Principal Amount and all accrued interest owing thereon;

(ii) one or more judgments or decrees shall be entered against the Debtor and such judgments or decrees shall not have been vacated, discharged, stayed, satisfied or bonded pending appeal within 30 days from the entry thereof;

(iii) the Debtor shall: (a) become insolvent or generally fail to pay, or admit in writing its inability or unwillingness generally to pay, debts as they become due; (b) apply for, consent to, or acquiesce in, the appointment of a trustee, receiver, sequestrator or other custodian for the Debtor, or any substantial part of its property, or make a general assignment for the benefit of creditors; (c) in the absence of such application, consent or acquiescence, permit or suffer to exist the appointment of a trustee, receiver, sequestrator or other custodian for the Debtor, or for a substantial part of its property, and such trustee, receiver, sequestrator or other custodian shall not be discharged within 60 days, provided that the Debtor hereby expressly authorizes the Creditor to appear in any court conducting any relevant proceeding during such 60 day period to preserve, protect and defend its rights hereunder; (d) permit or suffer to exist the commencement of any bankruptcy, reorganization, debt arrangement or other case or proceeding under

any bankruptcy or insolvency law, or any dissolution, winding up or liquidation proceeding, in respect of the Debtor, and, if any such case or proceeding is not commenced by the Debtor, such case or proceeding shall be consented to or acquiesced in by the Debtor or shall result in the entry of an order for relief or shall remain for 60 days undismissed, provided that the Debtor hereby expressly authorizes the Creditor to appear in any court conducting any such case or proceeding during such 60 day period to preserve, protect and defend its rights hereunder; or (e) take any action authorizing, or in furtherance of, any of the foregoing;

(iv) the Debtor grants any security over any of the Debtor's property and assets, real and personal, tangible and intangible, of every nature and kind, to any other person or entity without the prior written consent of the Creditor;

(v) any holder of any security interest, mortgage, lien, charge, claim or encumbrance enforces against, delivers any notice relating to its rights or its intention to enforce against, or becomes entitled to enforce against or otherwise takes possession, management or control of any material portion of the Debtor's assets;

(vi) if any representation or warranty made hereunder by the Debtor shall be false, misleading or inaccurate when made hereunder; or

(vii) if the Debtor fails to observe or perform any covenant or provision contained this Promissory Note.

9. Remedies Upon Event of Default. Upon the occurrence of an Event of Default, the Debtor, to the extent capable of being cured, shall have 10 days from the due date of such Event of Default (the "**Cure Period**") to cure the Event of Default to the satisfaction of the Creditor. If the Debtor does not cure such default within the Cure Period, the Creditor may declare the Principal Amount and all accrued interest owing thereon immediately due and payable. The Debtor agrees that all of the rights and remedies granted to the Creditor in this Promissory Note, and any other documents or instruments in existence between the parties or contemplated hereby, and any other rights and remedies available to the Creditor at law or in equity, shall be cumulative. The exercise or failure to exercise any of the said remedies shall not constitute a waiver or release thereof or of any other right or remedy, and shall be non-exclusive.

10. Waiver by the Debtor. The Debtor waives demand, presentment for payment, notice of non-payment, notice of dishonour, notice of acceleration, and notice of protest of this Promissory Note. The Debtor also waives the benefit of any days of grace, the benefits of division and discussion and the right to assert in any action or proceeding with regard to this Promissory Note any set-offs or counterclaims which the Debtor may have against the Creditor.

11. No Waiver by Creditor. Neither the extension of time for making any payment which is due and payable under this Promissory Note at any time or times, nor the failure, delay, or omission of the Creditor to exercise or enforce any of its rights or remedies under this Promissory Note, shall constitute a waiver by the Creditor of its right to enforce any such rights and remedies subsequently. The single or partial exercise of any such right or remedy shall not preclude the Creditor's further exercise of such right or remedy or any other right or remedy.

12. Indemnity. The Debtor shall indemnify and hold the Creditor harmless from and against all losses (including judgments, penalties and fines) suffered, and pay or reimburse the Creditor for all reasonable and documented out-of-pocket costs and expenses (including reasonable fees and disbursements of legal counsel to the Creditor) incurred by the Creditor in connection with, arising out of, or in any way related to: (i) this Promissory Note (whether asserted by the Creditor or the Debtor or any other person), including the prosecution or defense thereof and any litigation or proceeding with respect thereto (whether or not, in the case of any such litigation or proceeding, the Creditor is a party thereto), or (ii) any investigation, governmental or otherwise, arising out of, related to, or in any way connected with, this Promissory Note.

13. Amendment. This Promissory Note may not be amended except as agreed in writing by the Debtor and the Creditor.

14. Jurisdiction. This Promissory Note is made under and shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario, and shall enure to the benefit of the Creditor and its successors and assigns, and shall be binding on the Debtor and their successors and permitted assigns.

15. Business Days. Should any payment of the Principal Amount or accrued interest owing thereon become due and payable on any day other than a Business Day ("**Business Day**" being any day not a Saturday, Sunday or legal holiday in Toronto, Ontario), the payment thereof shall be extended to the next succeeding Business Day and interest shall continue to accrue at the applicable rate until such payment is made, if applicable.

16. Assignment and Enurement. The rights and benefits of the Debtor hereunder shall not be assignable without the prior written consent of the Creditor. The Creditor may assign any of its rights and benefits hereunder without consent of the Debtor, provided that the Creditor provides written notice of such arrangement to the Debtor. This Promissory Note shall be binding upon and enure to be benefit of the parties hereto and their respective legal representatives, heirs, successors and permitted assigns.

17. Invalidity of Any Provisions. Any provision of this Promissory Note prohibited by the laws of any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition without invalidating the remaining terms hereof or thereof and no such invalidity shall affect the obligation of the Debtor to repay to the Creditor the Principal Amount plus any accrued interest owing thereon.

18. Notices. Any demand, notice or communication to be made or given hereunder shall be in writing and will be given by personal delivery, by registered mail or by electronic means of communication addressed to the recipient as follows:

To the Debtor:

2368523 Ontario Ltd. d/b/a Curative Cannabis
3513 Homewood Lane
London, Ontario N6P 1K3

Attention: David Shpilt
Email: david@curativecannabis.ca

To the Creditor:

Auxly Cannabis Group Inc.
777 Richmond St. W,
Suite 002
Toronto ON M6J 3N5

Attention: General Counsel
Email: legal@auxly.com

19. Further Assurances. The Debtor shall do all such further acts, matters and things and execute and deliver all such further documents as shall be reasonably required by the Creditor in order to ensure that the terms and provisions of this Promissory Note are fully performed and carried out and to ensure that each provision of this Promissory Note is and continues to be a legal, valid and binding obligation of the Debtor enforceable against the Debtor in accordance with its terms.

20. Headings. All headings used herein are used for convenience only and shall not be used to construe or interpret this Promissory Note.

21. Electronic Delivery. Delivery of this Promissory Note by facsimile or by electronic transmission in portable document format (PDF) of an executed copy of this Promissory Note is as effective as delivery of an originally executed copy thereof.

22. Independent Legal Advice. Each party hereto acknowledges and agrees that it: (i) has been advised to seek independent legal advice; (ii) has sought such independent legal advice or deliberately decided not to do so; (iii) understands its rights and obligations under this Promissory Note; and (iv) are executing this Promissory Note voluntarily.

[Remainder of Page Intentionally Blank]

DATED effective this 1st day of October 2018

2368523 ONTARIO LTD. D/B/A CURATIVE CANNABIS

Per: _____
Name: David Shpilt
Title: Director

ACKNOWLEDGED, AGREED AND ACCEPTED ON THE DATE FIRST WRITTEN ABOVE

AUXLY CANNABIS GROUP INC.

Per: _____
Name:
Title:

DATED effective this 1st day of October, 2018

2368523 ONTARIO LTD. D/B/A CURATIVE CANNABIS

Per: _____
Name:
Title:

ACKNOWLEDGED, AGREED AND ACCEPTED ON THE DATE FIRST WRITTEN ABOVE

AUXLY CANNABIS GROUP INC.

Per: _____
Name:Jeff Tung
Title:CFO/COO

GRID

Date	Principal Advanced	Repayments of Principal	Outstanding Principal Balance	Interest Paid	Initials
October 11, 2018	393,295.29	-	3,606,704.71		
November 10, 2018	867,208.41	-	2,739,496.30		
December 12, 2018	498,577.99	-	2,240,918.31		
December 13, 2018	91,412.66	-	2,149,505.65		
December 14, 2018	291,400.34	-	1,858,105.31		
January 18, 2019	380,606.96	-	1,477,498.35		
January 31, 2019	1,070,401.40		407,096.95		
February 13, 2019	180,000.00		227,096.95		
	-				
	-				
	-	

TAB C

This is Exhibit C

Referred to in the

Affidavit of Michael Lickver

Sworn October 2, 2019

A Commissioner for taking affidavits

Shaan Tolani, a Commissioner, etc.,
Province of Ontario, while a Student-at-Law.
Expires May 11, 2021.

2368523 ONTARIO LIMITED (D/B/A) CURATIVE CANNABIS

AMENDED AND RESTATED SECURED PROMISSORY NOTE

Effective: April 23, 2019
Principal Amount: Up to C$18,000,000.00

WHEREAS 2368523 Ontario Limited (d/b/a) Curative Cannabis) (the "**Debtor**") and Auxly Cannabis Group Inc. (the "**Creditor**") are parties to a promissory note dated as of October 1, 2018, in the principal amount of up to $4,000,000.00 (the "**Original Promissory Note**");

AND WHEREAS the Debtor has entered into (i) a general security agreement, and (ii) a charge in favour of the Creditor, both of which are dated as of April 23, 2019 (collectively, referred to as the "**Debtor Security Agreements**"

AND WHEREAS certain shareholders of the Debtor, namely Scott Fitzgerald and David Shpilt and the Creditor entered into (i) a share pledge agreement, and (ii) a guarantee in favour of the Creditor, both of which are dated as of April 23 , 2019, (collectively, with the Debtor Security Agreements, referred to as the "**Security Agreements**");

AND WHEREAS on or around the date hereof the Debtor, the Creditor and Kolab Project Inc. will enter into a cannabis supply agreement (the "**Supply Agreement**"); and

AND WHEREAS the parties wish to amend and restate the Original Promissory Note upon the terms and conditions herein.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the covenants and agreements herein contained the parties hereto agree as follows:

1. Promise to Pay. FOR VALUE RECEIVED, the Debtor acknowledges itself indebted and hereby promises to pay to the Creditor at 777 Richmond Street West, Suite #002, Toronto, Ontario M6J 3N5, or as the Creditor may direct, the total principal amount from time to time advanced hereunder and set forth on the attached grid (the "**Principal Amount**"), plus any accrued interest owing thereon.

2. Interest. The interest rate for the Principal Amount shall be computed based on the Principal Amount outstanding, to be calculated from the date hereof until the earlier of: (i) the Maturity Date; and (ii) the date this Promissory Note is repaid in accordance with Section 4 below; at per annum rate of 10%.

3. Repayment. The Principal Amount plus any interest owing thereon is repayable on 104 days from April 23, 2019 (the "**Maturity Date**").

4. Amended and Restatement. This Promissory Note shall amend and restate the Original Promissory Note in its entirety and the Original Promissory Note as so amended and restated is hereby ratified and confirmed by the parties hereto and the Original Promissory Note shall be

4. Amended and Restatement. This Promissory Note shall amend and restate the Original Promissory Note in its entirety and the Original Promissory Note as so amended and restated is hereby ratified and confirmed by the parties hereto and the Original Promissory Note shall be permanently cancelled. This Promissory Note is not intended by the parties to, and shall not constitute, a payment, discharge, satisfaction or novation of any obligation of the Debtor to the Creditor, including the whole or any item or part of the outstanding Principal Amount (as defined in the Original Promissory Note) remaining outstanding and owing to the Creditor until paid in full in accordance with the provisions of this Promissory Note. The Debtor confirms to and agrees with the Creditor that its obligations (including any and all prior advances shall continue in full force and effect in accordance with the Original Promissory Note as may be amended herein.

5. Records of Account. A record of the Principal Amount, interest rate and accrued interest payable hereunder and payments of principal and interest may, at the Creditor's sole option, be entered:

(i) in any electronic data processing device, and any printed report produced from such electronic records (absent manifest error) shall be good and sufficient evidence of the unpaid principal and interest balance in the same manner and to the same extent as if originally and concurrently recorded on or with this Promissory Note; or

(ii) by the Creditor on the grid annexed hereto; or

(iii) in any combination of the methods outlined in subparagraphs (i) and (ii) above.

Failure to record the date and amount of any loan advance made under this Promissory Note, the interest rate or any accrued interest or payments made hereunder, shall not limit or otherwise affect the obligations of the Debtor to pay this Promissory Note.

The Creditor is hereby irrevocably appointed and authorized by the Debtor as the Debtor's lawful attorney and agent (with full power of substitution and delegation) to endorse on the grid attached to this Promissory Note the amount of principal, the interest rate, interest accrued on and other amounts payable under this Promissory Note and the amount of each payment of principal and interest received by the Creditor on account of this Promissory Note as well as the dates thereof. The failure of the Creditor to make any such endorsement shall not release or otherwise alter the Debtor's obligations hereunder to repay the principal of this Promissory Note and accrued interest thereon payable hereunder. The unpaid principal and accrued interest payable under this Promissory Note recorded in the grid and/or the printed report from any electronic data processing device of the Creditor shall be conclusive and binding on the Debtor, absent manifest error, and may be introduced as evidence of the amount owing by the Debtor hereunder.

6. Set-off. All payments to be made by the Debtor hereunder shall be made without set-off, compensation, deduction or counterclaim and without deduction for any taxes, levies, duties, fees, deductions, withholdings, restrictions or conditions of any nature whatsoever, except as agreed in writing by the Creditor. The Creditor shall have the right, but not the obligation, to set-off against the Principal Amount (plus any accrued interest owing thereon) any monies owed by the Creditor to the Debtor without consent of the Debtor.

7. Security Interest.

   (i) The Debtor agrees that it shall grant security interests to the Creditor in all of its assets, real and personal property, tangible and intangible, of every nature and kind, both present and future (the "**Collateral**") to secure its obligations under this Promissory Note, and shall deliver with the Security Agreements, mortgages and other related agreements as may be required by the Creditor.

   (ii) The Debtors hereby acknowledge and agree that the Creditor or its counsel shall be permitted to forthwith file a registration under the *Personal Property Security Act* (Ontario) (the "**PPSA**") evidencing its security interests in the Collateral. The Debtors hereby acknowledge receipt of a copy of this Promissory Note and waive their rights to receive a copy of any financing statement, financing change statement or verification statement relating to this Promissory Note or the security interest granted hereunder.

   (iii) The security interest constituted by this Promissory Note and any supplemental security given to the Creditor, is not and will not be subordinate to, nor is there any intention of the Debtors to subordinate such security interests to, any other security interests.

8. Representations and Warranties. The Debtor represents and warrants, jointly and severally, to the Creditor as follows and acknowledges that the Creditor is relying on the following representations and warranties:

   (i) it has full power, authority and capacity to enter this Promissory Note;

   (ii) the execution, delivery and performance of obligations under the Promissory Note do not violate or conflict with any applicable laws, any order or judgment of any court or other governmental authority applicable to it or any of its personal property or assets or any contractual restriction binding on or affecting it or any of its personal property or assets; and

   (iii) this Promissory Note has been duly executed and delivered by such Debtor and constitutes an enforceable obligation against the Debtor in accordance with its terms.

9. Events of Default. The entire unpaid portion of the Principal Amount and all accrued and unpaid interest thereon shall, at the option of the Creditor,

automatically become immediately due and payable if any one or more of the following events of default (each, an "**Event of Default**") has occurred and is continuing:

(i) the Debtor fails to make payment by the Maturity Date of the Principal Amount and all accrued interest owing thereon;

(ii) one or more judgments or decrees shall be entered against the Debtor and such judgments or decrees shall not have been vacated, discharged, stayed, satisfied or bonded pending appeal within 30 days from the entry thereof;

(iii) the Debtor shall: (a) become insolvent or generally fail to pay, or admit in writing its inability or unwillingness generally to pay, debts as they become due; (b) apply for, consent to, or acquiesce in, the appointment of a trustee, receiver, sequestrator or other custodian for the Debtor, or any substantial part of its property, or make a general assignment for the benefit of creditors; (c) in the absence of such application, consent or acquiescence, permit or suffer to exist the appointment of a trustee, receiver, sequestrator or other custodian for the Debtor, or for a substantial part of its property, and such trustee, receiver, sequestrator or other custodian shall not be discharged within 60 days, provided that the Debtor hereby expressly authorizes the Creditor to appear in any court conducting any relevant proceeding during such 60 day period to preserve, protect and defend its rights hereunder; (d) permit or suffer to exist the commencement of any bankruptcy, reorganization, debt arrangement or other case or proceeding under any bankruptcy or insolvency law, or any dissolution, winding up or liquidation proceeding, in respect of the Debtor, and, if any such case or proceeding is not commenced by the Debtor, such case or proceeding shall be consented to or acquiesced in by the Debtor or shall result in the entry of an order for relief or shall remain for 60 days undismissed, provided that the Debtor hereby expressly authorizes the Creditor to appear in any court conducting any such case or proceeding during such 60 day period to preserve, protect and defend its rights hereunder; or (e) take any action authorizing, or in furtherance of, any of the foregoing;

(iv) the Debtor grants any security over any of the Debtor's property and assets, real and personal, tangible and intangible, of every nature and kind, to any other person or entity without the prior written consent of the Creditor;

(v) any holder of any security interest, mortgage, lien, charge, claim or encumbrance enforces against, delivers any notice relating to its rights or its intention to enforce against, or becomes entitled to enforce against or otherwise takes possession, management or control of any material portion of the Debtor's assets;

(vi) if any representation or warranty made hereunder or pursuant to the Security Agreements, as and if applicable, by the Debtor shall be false, misleading or inaccurate when made hereunder;

(vii) if the Debtor fails to observe or perform any covenant or provision contained in this Promissory Note, the Security Agreements or the Supply Agreement, or any other agreement to which the Debtor is a party, whether written or oral;

(viii) enters into an agreement of any kind, whether binding or non-binding, to enter into a merger, acquisition, amalgamation or joint venture unless all amounts owing to the Creditor are paid in full;

(ix) enters into an agreement of any kind, whether binding or non-binding to sell, transfer or otherwise dispose of any material property or assets unless all amounts owing to the Creditor are paid in full; and

(x) the Creditor in good faith believes that the prospect of payout or repayment of all or any indebtedness, liabilities and other obligations of the Creditor is or is about to be materially impaired, the Creditor's security indebted in the Collateral is or is about to be placed in jeopardy.

10. Remedies Upon Event of Default. Upon the occurrence of an Event of Default, the Debtor, to the extent capable of being cured, shall have 5 days from the due date of such Event of Default (the "**Cure Period**") to cure the Event of Default to the satisfaction of the Creditor. If the Debtor does not cure such default within the Cure Period, the Creditor may declare the Principal Amount and all accrued interest owing thereon immediately due and payable. The Debtor agrees that all of the rights and remedies granted to the Creditor in this Promissory Note and any other documents or instruments in existence between the parties or contemplated hereby, and any other rights and remedies available to the Creditor at law or in equity, shall be cumulative. The exercise or failure to exercise any of the said remedies shall not constitute a waiver or release thereof or of any other right or remedy, and shall be non-exclusive.

11. Waiver by the Debtor. The Debtor waives demand, presentment for payment, notice of non-payment, notice of dishonour, notice of acceleration, and notice of protest of this Promissory Note. The Debtor also waives the benefit of any days of grace, the benefits of division and discussion and the right to assert in any action or proceeding with regard to this Promissory Note any set-offs or counterclaims which the Debtor may have against the Creditor.

12. No Waiver by Creditor. Neither the extension of time for making any payment which is due and payable under this Promissory Note at any time or times, nor the failure, delay, or omission of the Creditor to exercise or enforce any of its rights or remedies under this Promissory Note, shall constitute a waiver by the Creditor of its right to enforce any such rights and remedies subsequently. The single or partial exercise of any such right or remedy shall not preclude

the Creditor's further exercise of such right or remedy or any other right or remedy.

13. Indemnity. The Debtor shall indemnify and hold the Creditor harmless from and against all losses (including judgments, penalties and fines) suffered, and pay or reimburse the Creditor for all reasonable and documented out-of-pocket costs and expenses (including reasonable fees and disbursements of legal counsel to the Creditor) incurred by the Creditor in connection with, arising out of, or in any way related to: (i) this Promissory Note (whether asserted by the Creditor or the Debtor or any other person), including the prosecution or defense thereof and any litigation or proceeding with respect thereto (whether or not, in the case of any such litigation or proceeding, the Creditor is a party thereto), or (ii) any investigation, governmental or otherwise, arising out of, related to, or in any way connected with, this Promissory Note.

14. Expenses. The Debtor will pay for all the legal expenses incurred by the Creditor in connection with this Promissory Note, all Security Agreements and the Supply Agreement, and all other ancillary documents related thereto, subject to a maximum of $200,000.00.

15. Amendment. This Promissory Note may not be amended except as agreed in writing by the Debtor and the Creditor.

16. Jurisdiction. This Promissory Note is made under and shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario, and shall enure to the benefit of the Creditor and its successors and assigns, and shall be binding on the Debtor and their successors and permitted assigns.

17. Business Days. Should any payment of the Principal Amount or accrued interest owing thereon become due and payable on any day other than a Business Day ("**Business Day**" being any day not a Saturday, Sunday or legal holiday in Toronto, Ontario), the payment thereof shall be extended to the next succeeding Business Day and interest shall continue to accrue at the applicable rate until such payment is made, if applicable.

18. Assignment and Enurement. The rights and benefits of the Debtor hereunder shall not be assignable without the prior written consent of the Creditor. The Creditor may assign any of its rights and benefits hereunder without consent of the Debtor, provided that the Creditor provides written notice of such arrangement to the Debtor. This Promissory Note shall be binding upon and enure to be benefit of the parties hereto and their respective legal representatives, heirs, successors and permitted assigns.

19. Invalidity of Any Provisions. Any provision of this Promissory Note prohibited by the laws of any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition without invalidating the remaining terms hereof or thereof and no such invalidity shall affect the obligation of the Debtor to repay to the Creditor the Principal Amount plus any accrued interest owing thereon.

20. Notices. Any demand, notice or other communication to be given in connection with this Promissory Note must be given in writing and may be given by personal delivery, by registered mail or by electronic means of communication, addressed to the recipient as follows:

To the Debtor:

2368523 Ontario Ltd. d/b/a Curative Cannabis
3513 Homewood Lane
London, Ontario N6P 1K3

E-Mail: david@curativecannabis.ca
Attention: David Shpilt

To the Creditor:

Auxly Cannabis Group Inc.
777 Richmond St. W,
Suite 002
Toronto ON M6J 3N5

Attention: General Counsel
Email: legal@auxly.com

or such other street address, individual or electronic communication number or address as may be designated by notice given by either party to the other. Any demand, notice or other communication given by personal delivery will be conclusively deemed to have been given on the day of actual delivery thereof and, if given by electronic communication, on the day of transmittal thereof if given during the normal business hours of the recipient and on the next business day during which such normal business hours next occur if not given during such hours on any day.

21. Further Assurances. The Debtor shall do all such further acts, matters and things and execute and deliver all such further documents as shall be reasonably required by the Creditor in order to ensure that the terms and provisions of this Promissory Note are fully performed and carried out and to ensure that each provision of this Promissory Note is and continues to be a legal, valid and binding obligation of the Debtor enforceable against the Debtor in accordance with its terms.

22. Headings. All headings used herein are used for convenience only and shall not be used to construe or interpret this Promissory Note.

23. Electronic Delivery. Delivery of this Promissory Note by facsimile or by electronic transmission in portable document format (PDF) of an executed copy of this Promissory Note is as effective as delivery of an originally executed copy thereof.

24. Independent Legal Advice. Each party hereto acknowledges and agrees that it: (i) has been advised to seek independent legal advice; (ii) has sought such

independent legal advice or deliberately decided not to do so; (iii) understands its rights and obligations under this Promissory Note; and (iv) are executing this Promissory Note voluntarily.

[Remainder of Page Intentionally Blank]

DATED effective this 23rd day of April, 2019

2368523 ONTARIO LTD. D/B/A CURATIVE CANNABIS

Per: _____
Name: David Shpilt
Title: Director

ACKNOWLEDGED, AGREED AND ACCEPTED ON THE DATE FIRST WRITTEN ABOVE

AUXLY CANNABIS GROUP INC.

Per: _____
Name: Jeff Tung
Title: COO

GRID

Date	Principal Advanced	Repayments of Principal	Notes	Interest Paid	Initials
May 14, 2018	$794,305.94	-	Land Option Exercise		
October 11, 2018	$393,295.29	-	Construction Invoice		
November 12, 2018	$867,208.41	-	Construction Invoice		
December 13, 2018	$63.46	-	Construction Invoice		
December 13, 2018	$68,511.90	-	Construction Invoice		
December 13, 2018	$22,837.30	-	Construction Invoice		
December 20, 2018	$498,577.99	-	Construction Invoice		
January 17, 2019	$291,400.34	-	Construction Invoice		
February 4, 2019	$380,606.96	-	Construction Invoice		
March 20, 2019	$1,070,401.40	-	Construction Invoice		
April 10, 2019	$1,707,287.57	-	Construction Invoice		
May 2, 2019	$1,475,952.02	-	Construction Invoice		
May 3, 2019	$133,024.44	-	Construction Invoice		
May 21, 2019	$2,030,918.59		Distribution Line Expansion		
May 21, 2019	$486,355.71		Line Expansion Deposit		
May 24, 2019	$250,000.00	-	Flower Lighting System		
May 29, 2019	$837,031.10		Construction Invoice		
June 12, 2019	$4,322.25		Security System		
June 20, 2019	$4,830.75		Security System		
July 2, 2019	$1,711,053.36		Construction Invoice		

July 19, 2019	$50,913.00		Signage / Unattached Equipment		
July 31, 2019	$15,000		Clone Carts		
	$13,093,897.78				

TAB D

This is Exhibit D

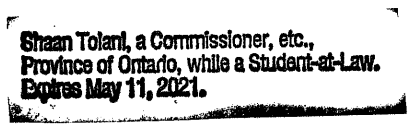
Referred to in the

Affidavit of Michael Lickver

Sworn October 2, 2019



A Commissioner for taking affidavits



General Security Agreement

between

2368523 ONTARIO LIMITED D/B/A/ CURATIVE CANNABIS

and

AUXLY CANNABIS GROUP INC.

made

April 23, 2019

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Schedule A....1

General Security Agreement

This Agreement is made April 23, 2019

between

2368523 ONTARIO LIMITED D/B/A/ CURATIVE CANNABIS, a corporation incorporated under the laws of Ontario (the "**Debtor**"),

and

AUXLY CANNABIS GROUP INC., a corporation incorporated under the laws of British Columbia (the "**Secured Party**").

A. The Debtor has issued the Promissory Note in favour of the Secured Party, pursuant to which certain loans amount have been and will be extended to the Debtor;

B. The Debtor has agreed to grant a security interest and assignment, mortgage and charge in the Collateral to the Secured Party in order to secure the performance of its Obligations in accordance with the Debtor Security Agreements (as that term is defined in the Promissory Note);

C. The Debtor confirms and acknowledges for avoidance of doubt that the security interest, assignment, mortgage and charge in the Collateral to the Secured Party secures the obligations of the Debtor owing to the Secured Party pursuant to the Original Promissory Note;

D. The Debtor and the Secured Party will enter into a cannabis Supply Agreement on or around the date hereof.

E. **NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 **Interpretation**

In this Agreement, unless something in the subject matter or context is inconsistent therewith:

"**Agreement**" means this agreement, including its recitals and schedules, as amended from time to time.

"**Collateral**" has the meaning set out in Section 2.1.

"**Event of Default**" means any of the events described as "**Events of Default**" in the Promissory Note.

"**Guarantee**" means the guarantee of the Debtor made as of April 23, 2019 in favour of the Secured Party, as amended from time to time.

"**Finance Documents**" means the Share Pledge Agreement and the Guarantee delivered to the Secured Party in connection with the Promissory Note.

"**Obligations**" means all obligations and liabilities of any kind whatsoever of the Debtor to the Secured Party in connection with or relating to the Promissory Note, including all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, whenever, wherever and however incurred, in any currency at any time owing by the Debtor to the Secured Party or remaining unpaid by the Debtor to the Secured Party and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again, whether incurred by the Debtor alone or with another or others and whether as principal or surety or otherwise, including all interest, commissions, legal and other costs, charges and expenses.

"**Original Promissory Note**" means the promissory note dated October 1, 2018 between the Debtor and the Secured Party, as amended and restated by the Promissory Note.

"**Policy**" has the meaning set out in Section 4.1(2).

"**Promissory Note**" means the amended and restated promissory note made as of April 23, 2019 between the Debtor and the Secured Party as may be amended from time to time.

"**Share Pledge Agreement**" means the share pledge agreement made as of April 23, 2019 between David Sphilt, Scott Fitzgerald and the Secured Party.

"**Supply Agreement**" means the cannabis supply agreement to be entered into after the effective date of the Promissory Note, between the Debtor, Secured Party and Kolab Project Inc.

1.2 **Incorporated Definitions**

The terms "accessions", "accounts", "chattel paper", "documents of title", "goods", "instruments", "intangibles", "inventory", "money", "proceeds" and "securities" whenever used herein have the meanings given to those terms in the *Personal Property Security Act* currently in effect in the province referred to in Section 7.14 below.

1.3 **Headings**

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement. The terms "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles and Sections are to Articles and Sections of this Agreement.

1.4 **Extended Meanings**

In this Agreement words importing the singular number only include the plural and *vice versa*, words importing any gender include all genders and words importing persons include individuals, corporations, limited and unlimited liability companies, general and limited partnerships, associations, trusts, unincorporated organizations, joint ventures and governmental authorities. The term "including" means "including without limiting the generality of the foregoing".

ARTICLE 2 - GRANT OF SECURITY INTEREST-

2.1 **Security Interest**

As general and continuing security for the payment and performance of all Obligations, the Debtor hereby grants to the Secured Party a security interest in all of the Debtor's present and after-acquired undertaking and property, both real and personal, tangible and intangible, of every nature and kind, both present and future (collectively, the "**Collateral**"), and, as further general and continuing security for the payment and performance of the Obligations, the Debtor hereby also assigns the Collateral (other than trademarks) to the Secured Party and mortgages and charges the Collateral as and by way of a fixed and specific mortgage and charge to the Secured Party. Without limiting the generality of the foregoing, the Collateral includes all right, title and interest that the Debtor now has or may hereafter have or acquire in any manner whatsoever (including by way of amalgamation) in all property of the following kinds:

(a) Receivables: all debts, accounts, claims and choses in action for monetary amounts (collectively, the "**Receivables**");

(b) Inventory: all inventory of whatever kind and wherever situated (collectively, the "**Inventory**");

(c) Equipment: all machinery, equipment, fixtures, furniture, plant, vehicles and other tangible personal property that are not Inventory (collectively, the "**Equipment**");

(d) Chattel Paper: all chattel paper;

(e) Documents of Title: all warehouse receipts, bills of lading and other documents of title, whether negotiable or not;

(f) Securities: all shares, bonds, debentures, and other securities (collectively, the "**Securities**");

(g) Intangibles: all intangibles not otherwise described in this Section 2.1 including all goodwill, patents, trademarks, copyrights and other intellectual property;

(h) Instruments and Money: all bills, notes, cheques and other instruments and all coins or bills or other medium of exchange adopted for use as part of the currency of Canada or of any foreign government;

(i) Books, Records, Etc.: all books, invoices, documents and other records in any form evidencing or relating to the Collateral;

(j) Real Property: all real and immovable property, both freehold and leasehold, together with all buildings and fixtures (collectively, the "**Real Property**"), and all rights under any lease or agreement relating to Real Property;

(k) Substitutions, Etc.: all replacements of, substitutions for and increases, additions and accessions to any of the property described in this Section 2.1; and

(l) Proceeds: all proceeds of any Collateral in any form derived directly or indirectly from any dealing with the Collateral or that indemnifies or compensates for the loss of or damage to the Collateral;

provided that the said grant of a security interest, assignment, mortgage and charge will not render the Secured Party liable to observe or perform any term, covenant or condition of any agreement, document or instrument to which the Debtor is a party or by which it is bound.

2.2 **Attachment of Security Interest**

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

2.3 **Exception for Contractual Rights**

The security interest granted hereby does not and will not extend to, and Collateral will not include any agreement, right, franchise, licence or permit (the "**contractual rights**") to which the Debtor is a party or of which the Debtor has the benefit, to the extent that the creation of the security interest herein would constitute a breach of the terms of or permit any person to terminate the contractual rights, but the Debtor must hold its interest therein in trust for the Secured Party and will assign such contractual rights to the Secured Party forthwith upon obtaining the consent of the other party thereto. The Debtor agrees that it will, upon the request of the Secured Party, use all commercially reasonable efforts to obtain any consent required to permit any contractual rights to be subjected to the security interest.

2.4 **Real Property**

(1) With respect to (and only to) Real Property, the security granted hereby is constituted by way of floating charge, but will become a fixed charge upon the earlier of (i) the Obligations becoming immediately payable, and (ii) the occurrence of any other event that by operation of law would result in such floating charge becoming a fixed charge.

(2) The assignment, mortgage and charge granted hereby will not extend to the last day of the term of any lease or agreement relating to Real Property, but the Debtor will hold such last day in trust for the Secured Party and, upon the enforcement by the Secured Party of its security, will assign such last day as directed by the Secured Party.

ARTICLE 3 - REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE DEBTOR

3.1 **Representations and Warranties**

The Debtor hereby represents and warrants to the Secured Party that:

(a) the Debtor is a corporation duly incorporated, organized and subsisting under the laws of its jurisdiction of incorporation, with the corporate power to enter into this Agreement; this Agreement has been duly authorized by all necessary corporate action on the part of the Debtor and constitutes a valid and legally binding agreement enforceable against the Debtor in accordance with its terms; the making and performance of this Agreement will not contravene, result in a breach of ,constitute a default under or result in the creation of any lien, charge, security interest, encumbrance or any other rights of others upon any property of the Debtor pursuant to, any agreement, indenture or other instrument to which the Debtor is a party or by which the Debtor or any of its property may be bound or affected;

(b) all financial information provided by the Debtor to the Secured Party is true, correct and complete; all financial statements have been prepared in accordance with Canadian generally accepted accounting principles consistently applied; there has been no material adverse change in the Debtor's financial condition since the date of the most recent financial statements provided to the Secured Party;

(c) except as otherwise provided herein or disclosed in a schedule hereto, all of the Collateral is the sole property of the Debtor free from any liens, charges, security interests, encumbrances or any rights of others that rank prior to or *pari passu* with the security interest, assignment and mortgage and charge granted hereby;

(d) the chief executive office and the registered office of the Debtor, and the office where the Debtor keeps its books & records relating to Receivables, are located at the addresses specified in Schedule A; and

(e) the Inventory, Equipment and Securities of the Debtor are located10078 Longwoods Road, Chatham,Ontario specified in Schedule A, except for goods in transit or on lease or consignment.

3.2 **Covenants**

The Debtor covenants with the Secured Party that the Debtor will:

(a) ensure that the representations and warranties set forth in Section 3.1 and in the Promissory Note will be true and correct at all times;

(b) maintain, use and operate the Collateral and carry on and conduct its business in a lawful and business-like manner;

(c) not permit the Collateral to be affixed to real or personal property so as to become a fixture or accession without the prior written consent of the Secured Party;

(d) defend the Collateral against all claims and demands respecting the Collateral made by all persons at any time and, except as otherwise provided herein, keep the Collateral free and clear of all security interests, mortgages, charges, liens and other encumbrances or interests except for those disclosed in a schedule hereto or hereafter approved in writing by the Secured Party prior to their creation or assumption;

(e) not change its chief executive office, the registered office or the location of the office where it keeps its records respecting the Receivables, or move any of the Inventory, Securities or Equipment from the locations specified in any schedule hereto, without the prior written consent of the Secured Party;

(f) pay all rents, taxes, levies, assessments and government fees or dues lawfully levied, assessed or imposed in respect of the Collateral or any part thereof as and when the same become due and payable, and exhibit to the Secured Party, when required, the receipts and vouchers establishing such payment;

(g) keep proper books of account in accordance with sound accounting practice, furnish to the Secured Party in writing such financial information and statements and all such information and statements relating to the Collateral as the Secured Party may from time to time require, permit the Secured Party or its authorized agents at any time at the expense of the Debtor to examine the books of account and other financial records and reports relating to the Collateral and to make copies thereof and take extracts therefrom;

(h) permit the Secured Party from time to time at any reasonable time to inspect the Collateral and make copies of all information relating to the Collateral and for such purposes the Secured Party will have access to all premises occupied by the Debtor or where the Collateral may be found;

(i) enters into an agreement of any kind, whether binding or non-binding, to enter into a merger, acquisition, amalgamation or joint venture unless all amounts owing to the Creditor are paid in full;

(j) enters into an agreement of any kind, whether binding or non-binding to sell, transfer or otherwise dispose of any material property or assets unless all amounts owing to the Creditor are paid in full; and

(k) pay to the Secured Party forthwith upon demand all reasonable costs, fees and expenses (including all legal, Receiver's, consulting and accounting fees and expenses) incurred by or on behalf of the Secured Party in connection with the preparation, execution, perfection, administration and discharge of this Agreement and the security granted hereby and the preservation and exercise of the rights, powers and remedies of the Secured Party, and all such costs, fees and expenses will bear interest at the highest rate borne by any of the Obligations and will form part of the Obligations.

ARTICLE 4- INSURANCE

4.1 **Insurance**

(1) The Debtor must obtain and maintain, at its own expense, insurance against loss or damage to the Collateral including loss by fire (including so-called extended coverage), theft, collision and such other risks as are customarily insured against for each type of Collateral, in an amount not less than the full replacement value thereof, in such form and with such insurers as are reasonably satisfactory to the Secured Party.

(2) If any policy of insurance referred to in Section 4.1(1) (a "**Policy**") contains a co-insurance clause, the Debtor will either cause any such co-insurance clause to be waived or maintain at all times a sufficient amount of insurance to meet the requirements of any such co-insurance clause so as to prevent the Debtor from becoming a co-insurer under the terms of any such policy.

(3) All Policies must name the Secured Party as an additional insured and loss payee thereof, as the Secured Party's interests may appear, and must provide that the insurer will give the Secured Party at least 15 days written notice of intended cancellation or non-renewal.

(4) At the Secured Party's request, the Debtor must furnish the Secured Party with evidence satisfactory to the Secured Party that the required insurance coverage is in effect.

(5) The Debtor must give the Secured Party notice of any damage to, or loss of, the Collateral forthwith upon the occurrence of any such damage or loss.

(6) Should the Debtor fail to make any payment or perform any other obligation provided in this Section, the Secured Party will have the right, but not the obligation, without notice or demand upon the Debtor and without releasing the Debtor from any obligation hereunder or waiving any rights to enforce this Agreement, to perform any or all of such obligations. The amount of all such payments made and all costs, fees and expenses incurred by the Secured Party in performing such obligations will be immediately due and payable by the Debtor.

ARTICLE 5 - DEALING WITH COLLATERAL

5.1 **Dealing with Collateral by the Debtor**

The Debtor must not sell, lease or otherwise dispose of any of the Collateral without the prior written consent of the Secured Party, except that the Debtor may, until an Event of Default occurs, deal with its money or sell items of Inventory in the ordinary course of its business so that the purchaser thereof takes title thereto free and clear of the security interest, assignment and mortgage and charge granted hereby, but all proceeds of any such sale will continue to be subject to the security granted hereby. Upon the occurrence of an Event of Default and the exercise by the Secured Party of any of its rights and remedies under Section 6.2, all money received by the Debtor will be held by the Debtor in trust for the Secured Party and must be held separate and apart from other money of the Debtor and paid over to the Secured Party on request.

5.2 **Rights and Duties of the Secured Party**

(1) The Secured Party may perform any of its rights and duties hereunder by or through agents and is entitled to retain counsel and to act in reliance upon the advice of such counsel concerning all matters pertaining to its rights and duties hereunder.

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

5.3 **Registration of Securities**

The Secured Party may have any Securities registered in its name or in the name of its nominee and will be entitled but not required to exercise any of the rights that any holder of such Securities may at any time have. However, until an Event of Default has occurred and the Secured Party has exercised any of its rights and remedies under Section 6.2, the Debtor will be entitled to exercise, in a manner not prejudicial to the interests of the Secured Party or which would not violate or be inconsistent with this Agreement, all voting power from time to time exercisable in respect of the Securities. The Secured Party will not be responsible for any loss occasioned by its exercise of any of such rights or by failure to exercise the same within the time limited for the exercise thereof. The Debtor must from time to time forthwith upon the request of the Secured Party deliver to the Secured Party those Securities requested by the Secured Party duly endorsed for transfer to the Secured Party or its nominee.

5.4 **Notification of Account Debtors**

Before an Event of Default occurs, the Secured Party may give notice of this Agreement and the security granted hereby to any account debtor of the Debtor or to any other person liable to the Debtor and, after the occurrence of an Event of Default and the exercise by the Secured Party of any of its rights and remedies under Section 6.2, may give notice to any such account debtors or other person to make all further payments to the Secured Party. Any payment or other proceeds of Collateral received by the Debtor from account debtors or from any other person liable to the Debtor after the occurrence of such Event of Default and exercise of such rights and remedies will be held by the Debtor in trust for the Secured Party and must be held separate and apart from other money of the Debtor and paid over to the Secured Party on request.

5.5 **Application of Funds**

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

ARTICLE 6 - DEFAULT AND REMEDIES

6.1 Consequences of a Default

On or after the occurrence of any Event of Default that has not been either cured to the extent capable of being cured or waived, at the option of the Secured Party, any or all of the Obligations not yet payable will become immediately payable, without presentment, protest, notice of protest or notice of dishonour, all of which are expressly waived; the obligation, if any, of the Secured Party to extend further credit to the Debtor will cease; and the security granted hereby will become immediately enforceable.

6.2 Remedies

In addition to any right or remedy otherwise provided herein or by law, on or after the occurrence of any Event of Default that has not been either cured or waived, the Secured Party will have the rights and remedies set out below, all of which may be enforced successively or concurrently:

(a) the Secured Party may take possession of the Collateral and require the Debtor to assemble the Collateral and deliver or make the Collateral available to the Secured Party at such places as may be specified by the Secured Party, and neither the Secured Party nor any Receiver will be or be deemed to be a mortgagee in possession by virtue of any such actions;

(b) the Secured Party may take such steps as it considers desirable to maintain, preserve or protect the Collateral;

(c) the Secured Party may carry on, or concur in the carrying on of, all or any part of the business of the Debtor;

(d) the Secured Party may have, exercise or enforce any rights of the Debtor in respect of the Collateral;

(e) the Secured Party may sell, lease or otherwise dispose of any portion or all of the Collateral at public auction, by private tender, by private sale or otherwise either for cash or upon credit, upon such terms and conditions as the Secured Party may determine and without notice to the Debtor unless required by law;

(f) the Secured Party may accept all or any part of the Collateral in total or partial satisfaction of the Obligations in the manner provided by law;

(g) the Secured Party may, for any purpose specified herein, including for the maintenance, preservation or protection of any Collateral or for carrying on any of the business or undertaking of the Debtor, borrow money on the security of the Collateral, which security will rank in priority to the security granted hereby;

(h) the Secured Party may occupy and use all or any of the premises, buildings and plants occupied by the Debtor and use all or any of the Equipment and other property of the Debtor for such time as the Secured Party requires to facilitate the realization of the Collateral, free of charge and the Secured Party will not be liable for any rent, charges, depreciation or damages in connection with such

actions, nor will the Secured Party or any Receiver be or be deemed to be a mortgagee in possession by virtue of any such actions;

(i) the Secured Party may appoint a receiver or receiver and manager (each herein referred to as the "**Receiver**") of the whole or any part of the Collateral and may remove or replace such Receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of a Receiver of the Collateral; and

(j) the Secured Party may discharge any claim, lien, mortgage, charge, security interest, encumbrance or any rights of others that may exist or be threatened against the Collateral, and in every such case the amounts so paid together with costs, charges and expenses incurred in connection therewith will be added to the Obligations.

6.3 **Powers of the Receiver**

Any Receiver will have all of the rights and powers that the Secured Party is entitled to exercise pursuant to Section 6.2 but the Secured Party will not be in any way responsible for any misconduct or negligence of any such Receiver.

6.4 **Liability of Secured Party**

The Secured Party will not be liable or responsible for any failure to seize, collect, realize, or obtain payment with respect to the Collateral and is not bound to institute proceedings or to take other steps for the purpose of seizing, collecting, realizing or obtaining possession or payment with respect to the Collateral or for the purpose of preserving any rights of the Secured Party, the Debtor or any other person in respect of the Collateral. In the exercise of its rights and the performance of its obligations, the Secured Party will only be liable for gross negligence or wilful misconduct.

6.5 **Proceeds of Realization**

The Secured Party may apply any proceeds of realization of the Collateral to payment of costs, fees and expenses mentioned in Section 3.2(1)(k), including those related to the realization of the Collateral, and the Secured Party may apply any balance to payment of all other Obligations in such order as the Secured Party sees fit. If there is any surplus remaining, the Secured Party may pay it to any person entitled thereto by law of whom the Secured Party has knowledge and any balance remaining may be paid to the Debtor. If the realization of the Collateral fails to satisfy the Obligations, the Debtor will be liable to pay any deficiency to the Secured Party.

6.6 **Waivers by Debtor**

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

ARTICLE 7 - GENERAL

7.1 Failure of Debtor to Perform

If the Debtor fails to perform any of its covenants or obligations under this Agreement, the Secured Party may, in its absolute discretion, but without being required to do so, perform any such covenant or obligation. If any such covenant or obligation requires the payment of monies, the Secured Party may make such payment. All sums so paid by the Secured Party will be payable by the Debtor to the Secured Party and, for greater certainty, Section 3.2(1)(k) will apply to such sums. No such performance or payment will relieve the Debtor from any default under this Agreement or any consequences of such default.

7.2 Appointment of Consultant

The Secured Party will be entitled to appoint a consultant to provide such services and advice as the Secured Party may determine in its sole discretion, with power to enter the Debtor's premises, to inspect and evaluate the Collateral, to make copies of the Debtor's records, to review the Debtor's business plans and projections, to assess the conduct and viability of the Debtor's business, to prepare reports on the Debtor's affairs and to distribute such reports to the Secured Party or to other such persons as the Secured Party may direct. Such consultant will act as an agent for the Secured Party and will owe no duty to the Debtor. The consultant is to have no managerial or advisory capacity and will have no decision making responsibility. The Debtor authorizes the Secured Party to provide confidential information to the consultant. All fees and expenses in connection with the engagement of a consultant are payable by the Debtor to the Secured Party and for greater certainty, Section 3.2(1)(k) will apply to such fees and expenses.

7.3 Waivers of Legal Limitations

To the fullest extent permitted by law, the Debtor waives all of the rights, benefits and protections that is given by the provisions of any law that imposes limitations upon the powers, rights or remedies of a secured party, including any law that limits the rights of a secured party to both seize Collateral and sue for any deficiency following realization of Collateral.

7.4 Benefit of the Agreement

This Agreement will enure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

7.5 Entire Agreement

This Agreement has been entered into pursuant to the provisions of the Promissory Note and is subject to all the terms and conditions thereof and, if there is any conflict or inconsistency between the provisions of this Agreement and the provisions of the Promissory Note, the rights and obligations of the parties will be governed by the provisions of the Promissory Note. This Agreement cancels and supersedes any prior understandings and agreements between the parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the Secured Party and the Debtor with respect to the subject matter hereof except as expressly set forth herein or in the Promissory Note.

7.6 **Amendments and Waivers**

No amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by all of the parties. No waiver of any breach of any provision of this Agreement will be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided, will be limited to the specific breach waived.

7.7 **Assignment**

The rights of the Secured Party under this Agreement may be assigned by the Secured Party without the prior consent of the Debtor. The Debtor may not assign its obligations under this Agreement.

7.8 **Severability**

If any provision of this Agreement is determined by any court of competent jurisdiction to be illegal or unenforceable, that provision will be severed from this Agreement and the remaining provisions will continue in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either of the parties.

7.9 **Notices**

Any demand, notice or other communication to be given in connection with this Agreement must be given in writing and may be given by personal delivery, by registered mail or by electronic means of communication, addressed to the recipient as follows:

To the Debtor:

2368523 Ontario Ltd. d/b/a Curative Cannabis
3513 Homewood Lane
London, Ontario N6P 1K3

E-Mail: david@curativecannabis.ca

Attention: David Shpilt

To the Secured Party:

Auxly Cannabis Group Inc.
777 Richmond St. W, Suite 002
Toronto, Ontario M6J 3N5

E-Mail: legal@auxly.com

Attention: General Counsel

or such other street address, individual or electronic communication number or address as may be designated by notice given by either party to the other. Any demand, notice or other

communication given by personal delivery will be conclusively deemed to have been given on the day of actual delivery thereof and, if given by electronic communication, on the day of transmittal thereof if given during the normal business hours of the recipient and on the next business day during which such normal business hours next occur if not given during such hours on any day.

7.10 **Remedies Cumulative; Additional Continuing Security**

The rights and remedies of the Secured Party hereunder are cumulative and are in addition to and not in substitution for any other security now or hereafter held by the Secured Party or any other rights or remedies available at law or in equity or otherwise. No single or partial exercise by the Secured Party of any right or remedy precludes or otherwise affects the exercise of any other right or remedy to which the Secured Party may be entitled. This Agreement is a continuing agreement and security that will remain in full force and effect until discharged by the Secured Party.

7.11 **Further Assurances**

Each of the Debtor and the Secured Party will from time to time execute and deliver all such further documents and instruments, including financing statements and schedules, and do all acts and things as the other party may reasonably require to effectively carry out or better evidence or perfect the security granted hereby and the full intent and meaning of this Agreement.

7.12 **Power of Attorney**

The Debtor hereby irrevocably appoints any officer for the time being of the Secured Party the true and lawful attorney of the Debtor upon the occurrence of an Event of Default that is continuing, with full power of substitution, to do all things and execute and deliver all such documents and instruments, including financing statements and schedules, as are referred to in Section 7.11 above, with the right to use the name of the Debtor whenever and wherever the officer may deem necessary or expedient and from time to time to exercise all rights and powers and to perform all acts of ownership in respect to the Collateral in accordance with this Agreement.

7.13 **Discharge**

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

7.14 **Governing Law**

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

7.15 **Copy of Documents and Consent to Filings**

The Debtor acknowledges having received a fully executed copy of this Agreement and, to the extent permitted by applicable law, waives all rights to receive from the Secured Party a copy of any financing statement, financing change statement, or verification statement, filed or issued at any time in respect of this Agreement. The Debtor confirms its

consent to the filing by the Secured Party or on its behalf of any financing statement or financing change statement filed or issued at any time in respect of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

DEBTOR:

2368523 ONTARIO LTD.
(D/B/A CURATIVE CANNABIS)

April 23, 2019
Date of Execution

Per: _____
Name: David Shpilt
Title: Director
c/s

Per: _____
Name:
Title:

SECURED PARTY:

AUXLY CANNABIS GROUP INC.

April 23, 2019
Date of Execution

Per: _____
Name: Jeff Tung
Title: COO
c/s

Per: _____
Name:
Title:

SCHEDULE A

To a General Security Agreement made as of April 23, 2019 between 2368523 Ontario Limited d/b/a Curative Cannabis as Debtor, and Auxly Cannabis Group Inc., as Secured Party

1. ADDRESS(ES) OF PLACE(S) OF BUSINESS, LOCATION OF BOOKS AND RECORDS RELATING TO RECEIVABLES (Section 3.01(d))

   Chief executive office: 10078 Longwoods Road, Chatham, Ontario

   Books & records relating to Receivables: 10078 Longwoods Road, Chatham, Ontario

2. 10078 Longwoods Road, Chatham, Ontario OF INVENTORY, EQUIPMENT AND SECURITIES (Section 3.01(e))

FIRSTLY:

PIN 00736-0250 (LT)

PART LOT 12 CONCESSION 1 CHATHAM, PART 1 24R9701; MUNICIPALITY CHATHAM-KENT

SECONDLY:

PIN 00736-0221 (LT)

PT LT 12 CON 1 CHATHAM AS IN 662017; CHATHAM-KENT

TAB E

This is Exhibit E

Referred to in the

Affidavit of Michael Lickver

Sworn October 2, 2019

A Commissioner for taking affidavits

Shaan Tolani, a Commissioner, etc.,
Province of Ontario, while a Student-at-Law.
Expires May 11, 2021.

DEMAND DEBENTURE

PRINCIPAL SUM: $18,000,000 **DATE: April 23, 2019**

ARTICLE 1

PROMISE TO PAY

1.1 Promise to Pay: **2368523 ONTARIO LIMITED** (d/b/a) Curative Cannabis) (the **"Chargor"**), for value received, hereby acknowledges itself indebted and covenants and promises to: (i) pay to **AUXLY CANNABIS GROUP INC.**, its successors and assigns (the **"Chargee"**), at 777 Richmond Street West, Suite #002, Toronto, Ontario M6J 3N5 or at such other place in Canada as the Chargee may designate by notice in writing to the Chargor, ON DEMAND the principal amount of Eighteen Million Dollars ($18,000,000) in lawful money of Canada and interest thereon, from and including the date hereof (or from and including the last interest payment date to which interest shall have been paid), at a rate of 10% per annum calculated semi-annually, not in advance, as well after as before maturity and both before and after demand, default and judgment, with interest on overdue interest at the same rate, and on all other amounts secured hereby; and (ii) perform the Obligations Secured (as hereinafter defined).

For the purposes of this Debenture, the term **"Obligations Secured"** means, without limitation or duplication, the Obligations and the covenants of the Chargor herein contained, and the principal, interest and other amounts payable hereunder or secured hereby.

1.2 Interpretation: In this Debenture, unless there is something in the subject matter or text that is inconsistent therewith, all capitalized terms used herein which are not otherwise defined herein shall have the meanings ascribed thereto in the amended and restated secured promissory note in the maximum principal amount of $18,000,000 effective the date hereof granted by the Chargor in favour of the Chargee (the **"Promissory Note"**). In addition, the following terms shall have the following meanings:

"Account" has the meaning set out in Section 3.9 hereof.

"Act" has the meaning set out in Section 2.1(b) hereof.

"Charged Premises" has the meaning set out in Section 2.1 hereof.

"Chargee" has the meaning set out in Section 1.1 hereof.

"Chargor" has the meaning set out in Section 1.1 hereof.

"Contract" has the meaning set out in Section 3.9 hereof.

"Documents" means the Promissory Note and all security documents granted by the Chargor as security for the Obligations.

"Excluded Collateral" has the meaning set out in Section 2.2 hereof.

"Leases" means all leases, subleases, licences and other occupancy or use agreements, affecting the Secured Property and all guarantees, amendments, renewals, supplements, restatements or other modifications thereof.

"Obligations" means all of the obligations, liabilities and indebtedness (present and future, absolute or contingent, matured or otherwise) of any kind whatsoever of the Chargor to the Chargee incurred, accruing or arising on or after the date hereof, including, without limitation, all advances of money made by the Chargee to the Chargor pursuant to the Promissory Note.

"Obligations Secured" has the meaning set out in Section 1.1 hereof.

"Real Property" has the meaning set out in Section 2.1(a) hereof.

"Revenues" has the meaning set out in Section 2.1(b)(vi) hereof.

"**Security Interests**" has the meaning set out in Section 2.1 hereof.

"**Secured Property**" means the lands and premises described in Schedule A attached hereto, together with all rights and privileges appertaining thereto and all buildings, erections, improvements, fixtures and structures now or hereafter constructed or placed therein, thereunder or thereon.

ARTICLE 2

SECURITY

2.1 Security: As security for the due and timely payment and performance of the Obligations Secured, the Chargor:

(a) mortgages and charges as and by way of a first fixed specific mortgage and charge to and in favour of the Chargee, all of its right, title, estate and interest, present and future, in and to: (i) the Secured Property; (ii) all easements, rights-of-way, licences and privileges appurtenant or appertaining to the Secured Property; and (iii) all interests in any of the foregoing and all benefits and rights to be derived by the Chargor in respect thereof (collectively, the "**Real Property**");

(b) grants, conveys, mortgages, charges, pledges, assigns and creates a security interest in, as and by way of a fixed and specific mortgage, charge, pledge, assignment and security interest to and in favour of the Chargee of all of its right, title, estate and interest, present and future, in and to any and all personal property in which a security interest can be taken, reserved, created or granted whether under the *Personal Property Security Act* (Ontario) (the "**Act**"), any similar personal property security legislation in any jurisdiction in which any of the Charged Premises is located or otherwise under any statute or law or in equity and which is now or at any time hereafter owned by the Chargor or in which the Chargor now has or at any time hereafter acquires any interest of any nature whatsoever, including, without in any way limiting the generality of the foregoing, the interest of the Chargor in:

(i) all materials, supplies, machinery, equipment, fixtures, inventory, vehicles, furniture, tools, accessories and appliances now or hereafter owned or acquired by or on behalf of the Chargor and every interest therein which the Chargor now has or hereafter acquires, wheresoever situate;

(ii) all present and future accounts (including, without limitation, cash collateral accounts), accounts receivable, money (including, without limitation, all money in any bank accounts), intangibles, claims, contract rights, demands, chattel papers, instruments, documents, notes and choses in action, together with any and all security therefor, including, without limiting the generality of the foregoing, all present and future mortgage receivables, debentures, bonds, promissory notes, bills of exchange, judgments and book debts, now due or hereafter to become due to or owned by the Chargor, together with all securities, documents, computer disks, tapes, software or records now or hereafter owned by the Chargor and representing or evidencing the said debts, accounts, accounts receivable, claims, contract rights, demands and choses in action and all other rights and benefits in respect thereof;

(iii) all rights, agreements, licenses, permits, consents, policies, approvals, development agreements, building contracts, performance bonds, purchase orders, plans, patents, trademarks, copyrights and other industrial and intellectual property, goodwill, know-how, rights to carry on business and specifications presently owned and hereafter acquired by the Chargor;

(iv) all present and future computer hardware, software and programs, and all rights, agreements, licences, permits and consents in respect of or in any way relating to such computer hardware, software and programs

including, without limitation, all paper cards, magnetic tapes, discs, diskettes, drums or magnetic bubbles and whether permanently installed in hardware or crystallized in firmware;

(v) all shares, stocks, warrants, bonds, debentures, debenture stock, partnership interests, joint venture interests or other securities investments now or hereafter owned by the Chargor;

(vi) all rents, revenues, income, insurance proceeds, expropriation proceeds, other proceeds and other monies to which the Chargor may from time to time be entitled from all sources which pertain to or are derived from the Real Property or any part thereof including, without limitation, all income and proceeds (whether in cash or on credit) received or receivable by or on behalf of the Chargor in respect of the use, occupancy or enjoyment of any Real Property or any part thereof or for the sale of goods or the provision of services on, at or from any Real Property or from judgments, settlements or other resolutions of disputes relating to the ownership, use, construction, development, operation, maintenance or management of any Real Property (collectively, "**Revenues**"); and

(vii) the benefit of any guarantees or indemnities relating to all or part of the property referred to in paragraph 2.1(b)(vi);

and with respect to paragraphs 2.1(b)(i) to (vii) inclusive, in, to and under all amendments, extensions, renewals, replacements and substitutions of any of the foregoing, all increases, additions and accessions thereto and all rights, remedies, powers, easements, privileges and claims of the Chargor thereunder (whether arising pursuant thereto or available to the Chargor at law or in equity) including without limitation, the right of the Chargor to enforce the foregoing and the obligations of the other parties thereto and to give or withhold any and all consents, requests, directions, approvals, extensions and/or waivers thereunder;

(c) assigns, transfers and sets over unto and in favour of the Chargee, as and by way of a general assignment, all of its right, title, estate and interest present and future, in and to:

(i) the Leases and all benefits, powers and advantages of the Chargor to be derived therefrom and all covenants, obligations and agreements of the tenants thereunder or in any agreement collateral thereto including, without limitation, the benefit of any right, option or obligation of any tenant or other person to acquire any of the Real Property or an interest therein, to renew or extend any Lease, to lease other space and any other collateral advantage or benefit to be derived from the Leases or any of them;

(ii) all rents and other moneys now due and payable or hereafter to become due and payable under the Leases and each guarantee of or indemnity in respect of the obligations of the tenants thereunder with full power to demand, sue for recovery, receive and give receipts for all such rents and other moneys and otherwise to enforce the rights of the Chargor thereto in the name of the Chargor;

(iii) all present and future intangibles and the property and assets referred to in subsection 2.1(b) above including, without limiting the generality of the foregoing, all of its rights, title and interest in all present and future book debts, accounts and other accounts receivable, contract rights and choses in action;

(iv) any and all existing or future agreements, contracts, licences, permits, plans and specifications, bonds, letters of credit, letters of guarantee or other documents or instruments and all extensions, amendments, renewals or substitutions thereof or therefor which may hereafter be effected or

entered into and all benefit, power and advantage of the Chargor to be derived therefrom;

(v) any and all existing or future agreements of purchase and sale, options to purchase and mortgage, loan or other financing commitments and all proceeds and other moneys now due and payable or hereafter to become due and payable thereunder and all benefit, power and advantage of the Chargor to be derived therefrom; and

(vi) the proceeds of any and all existing or future insurance policies pertaining to the Real Property or the property and assets referred to in subsections 2.1(b) and paragraphs 2.1(c)(i) to (v) inclusive and all proceeds of expropriation or similar taking of the Real Property or any part or parts thereof and all benefit, power and advantage of the Chargor to be derived therefrom; and

(d) grants, conveys, mortgages, charges, pledges, assigns and creates a security interest in, as and by way of a fixed and specific mortgage, charge, pledge, assignment and security interest to and in favour of the Chargee, all of its right, title, estate and interest, present and future, in and to all personal property in any form (including money) derived, directly or indirectly, from any dealing with the property referred to in subsections 2.1(a) to (c) inclusive, or proceeds therefrom or that indemnifies or compensates for all or part of such property or proceeds therefrom that is destroyed and damaged;

provided that the said grants, conveyances, mortgages, charges, pledges, transfers, assignments and security interests created pursuant to this Section 2.1 (the "**Security Interests**") shall not: (i) extend or apply to any personal property that constitutes "consumer goods", as such term is defined in the Act; or (ii) extend to the last day of the term of any lease or any agreement therefor now held or hereafter acquired by the Chargor as lessee, but should such Security Interests become enforceable the Chargor shall thereafter stand possessed of such last day and shall hold it in trust for the Chargee for the purpose of this Debenture and assign and dispose thereof as the Chargee shall, for such purpose, direct. Upon any sale of such leasehold interest or any part thereof, the Chargee, for the purpose of vesting the aforesaid one day residue of such term or renewal thereof in any purchaser or purchasers thereof, shall be entitled by deed or writing to appoint such purchaser or purchasers or any other person or persons as new trustee or trustees of the aforesaid residue of any such term or renewal thereof in the place of the Chargor and to vest the same accordingly in the new trustee or trustees so appointed free and discharged from any obligation respecting the same.

All the undertaking, property and assets mortgaged and charged pursuant to Subsection 2.1(a) and all of the undertaking, property and assets granted, assigned, transferred, mortgaged and charged pursuant to Subsections 2.1(b) and (d) hereof being hereinafter collectively referred to as the "**Mortgaged Property**"; all the undertaking, property and assets assigned, transferred and set over pursuant to Subsections 2.1(c) being hereinafter collectively referred to as the "**Assigned Property**"; and the Mortgaged Property and Assigned Property being hereinafter collectively referred to as the "**Charged Premises**". Wherever used herein in relation to the rights and remedies of the Chargee the terms "Real Property", "Mortgaged Property", "Assigned Property" and "Charged Premises" shall, where the context permits, mean the whole or any part or parts thereof.

TO HAVE AND TO HOLD the Charged Premises and all rights hereby conferred unto the Chargee, its successors and assigns, for the uses and purposes and with the powers and authorities and subject to the terms and conditions set forth herein.

2.2 Excluded Collateral: Notwithstanding anything contained in this Debenture, the Security Interests in respect of the Charged Premises, other than the Mortgaged Property referred to in Section 2.1(a), shall not extend or attach to the right, title, interest or benefit of the Chargor in any of the Charged Premises which by law cannot be assigned or charged or which requires the consent of any third party to such assignment or charge or which, if assigned or charged, would give rise to a default, penalty or right of termination (collectively the "**Excluded Collateral**"). The Chargor agrees that, at the reasonable request of the Chargee from time to time, it will use commercially reasonable efforts to obtain such consents in respect of the Excluded Collateral and

to the transfer or assignment of the Excluded Collateral to any third party who may acquire an interest in the Charged Premises as a result of the exercise by the Chargee of its remedies hereunder. Upon such consent being obtained, the Security Interests shall apply to such Excluded Collateral without regard to this Section 2.2 and without the necessity of any further assurance to effect the Security Interests in respect thereto. Until such consent is obtained, the Chargor shall, to the extent that it may do so by law or under the terms of the Excluded Collateral and without giving rise to any default, penalty or right of termination, hold all right, title, benefit and interest to be derived therefrom in trust for the Chargee as additional security, as if the Security Interests applied, and shall deliver up such right, title, benefit and interest to the Chargee forthwith upon the occurrence and during the continuance of an Event of Default.

2.3 Delivery of Instruments, Securities, Etc.: The Chargor shall, upon reasonable request from the Chargee, following the occurrence and during the continuance of an Event of Default, forthwith deliver to the Chargee to be held by the Chargee hereunder all instruments, securities, letters of credit, advices of credit and negotiable documents of title in its possession or control which pertain to or form part of the Charged Premises, and shall, where appropriate, duly endorse the same for transfer in blank or as the Chargee may direct and shall make all reasonable efforts to deliver forthwith to the Chargee any and all consents or other instruments or documents necessary to comply with any restrictions on the transfer thereof in order to transfer the same to the Chargee.

2.4 Registrations: So long as any of the Obligations Secured shall remain unpaid and the Chargee continues to provide advances of money to the Chargor pursuant to the Promissory Note, the Chargor will, from time to time at the request of the Chargee, promptly effect all registrations, filings, recordings and all renewals thereof and all re-registrations, re-filings and re-recordings of or in respect of this Debenture and the Security Interests in such offices of public record and at such times as may be necessary or of advantage in perfecting, maintaining and protecting the validity, effectiveness and priority hereof and of the Security Interests; provided that the Chargee may effect all such registrations, filings, recordings, renewals, re-registrations, re-filings and re-recordings from time to time in its sole discretion at the expense of the Chargor.

ARTICLE 3

RIGHTS AND REMEDIES

3.1 Remedies Upon Default: Upon the occurrence of and during the continuance of any Event of Default, the Chargee may do any one or more of the following:

(a) by written notice to the Chargor, declare the Obligations Secured to be immediately due and payable without the necessity of presentment for payment, or notice of non-payment and of protest (all of which are hereby expressly waived by the Chargor);

(b) proceed to exercise any and all rights under this Debenture, the other Documents and any other document or instrument executed pursuant to this Debenture or any other rights otherwise available to it, whether under this Debenture, the other Documents or otherwise, including enforcement of this Debenture;

(c) take any action or proceeding authorized or permitted by this Debenture, the other Documents or by law or equity, and file or cause to be filed on its behalf such proofs of claim and other documents as may be necessary or desirable to have its claims lodged in any bankruptcy, winding-up or other judicial proceeding relative to the Chargor;

(d) take proceedings in any court of competent jurisdiction for sale or foreclosure of all or any part of the Charged Premises;

(e) immediately enter upon and take possession of, disable or remove all of the Charged Premises or any part or parts thereof with power, among other things, to exclude the Chargor, to preserve and maintain the Charged Premises and make additions and replacements thereto, to receive rents, income and profits of all kinds and pay therefrom all reasonable expenses of maintaining, completing,

repairing, preserving and protecting and operating the Charged Premises and all charges, payment of which may be necessary to preserve or protect the Charged Premises, and enjoy and exercise all powers necessary to the performance of all functions made necessary or advisable by possession, including, without limitation, power to advance its own moneys at the interest rate set forth above and enter into contracts and undertake obligations for the foregoing purposes upon the security hereof;

(f) whether or not the Chargee has taken possession of the Charged Premises or any of it, sell, lease or otherwise dispose thereof, either as a whole or in separate parcels, at public auction, by public tender or by private sale, with only such notice as may be required by law, either for cash or upon credit, at such time and upon such terms and conditions as the Chargee may determine (including a term that a reasonable commission shall be payable to the Chargee or any related corporation in respect thereof) and enter into, rescind or vary any contract for the sale, lease or other disposition of any of the Charged Premises and sell, lease or dispose thereof again without being answerable for any loss occasioned thereby and the Chargee may execute and deliver to any purchaser of the Charged Premises or any part thereof good and sufficient deeds and documents for the same;

(g) require the Chargor, at the Chargor's expense, to assemble the Charged Premises at a place or places designated by notice in writing given by the Chargee to the Chargor, and the Chargor agrees to so assemble the Charged Premises;

(h) require the Chargor, by notice in writing given by the Chargee to the Chargor, to disclose to the Chargee the location or locations of the Charged Premises and the Chargor agrees to make such disclosure when so required by the Chargee;

(i) without legal process, enter any premises where the Charged Premises may be situated and take possession of the Charged Premises by any method permitted by law;

(j) carry on all or any part of the business or businesses of the Chargor and, to the exclusion of all others, including the Chargor, enter upon, occupy and, subject to any requirements of law and subject to any leases or agreements then in place, use all or any of the Real Property, premises, buildings, plant, undertaking, assets and other property comprising the Charged Premises for such time and in such manner as the Chargee sees fit, free of charge and, except to the extent required by law, the Chargee shall not be liable to the Chargor for any act, omission or negligence in so doing or for any rent, charges, depreciation or damages or other amounts incurred in connection therewith or resulting therefrom;

(k) borrow money for the purpose of carrying on the business of the Chargor or for the maintenance, preservation or protection of the Charged Premises and mortgage, charge, pledge or grant a security interest in the Charged Premises, whether or not in priority to the security interests created by this Debenture to secure repayment of any money so borrowed;

(l) where the Chargee has taken possession of the Charged Premises, retain the Charged Premises irrevocably, to the extent not prohibited by law, by giving notice thereof to the Chargor and to any other persons required by law in the manner provided by law;

(m) send or employ inspectors or agents to inspect, audit and report upon the value, state and condition of the Charged Premises;

(n) subject to applicable law, seize, collect, retain and administer the Charged Premises or any part or parts thereof in the Chargee's discretion;

(o) pay any encumbrance, lien, claim or charge that validly exists or has been threatened against any of the Charged Premises and any amounts determined to be validly existing shall, when so paid, together with any costs, charges and expenses

incurred by the Chargee (including, without limitation, legal fees and disbursements on a solicitor-client basis), be added to the Obligations Secured and shall bear interest at the rate set forth above;

(p) take proceedings in any court of competent jurisdiction to enforce payment by the Chargor of the Obligations Secured or any deficiency remaining upon application of proceeds of realization which are actually received by the Chargee;

(q) exercise or pursue any other remedy or proceeding authorized or permitted hereby or by the Act or any similar personal property security legislation or by any other legislation in any jurisdiction in which any of the Charged Premises is located or otherwise permitted by law or equity; and

(r) with or without entry into possession of the Charged Premises, or any part thereof, appoint a receiver (which term shall include a receiver and manager) of the Charged Premises or any part thereof and of the rents and profits thereof pursuant to and in accordance with the provisions of this Debenture and with or without security for the performance of the receiver's obligations and from time to time remove any receiver and appoint another in its stead. Upon the appointment of any such receiver or receivers from time to time, subject to applicable laws, the following provisions shall apply:

(i) every such receiver shall be the irrevocable agent of the Chargor for all purposes with respect to the Charged Premises including, without limitation, for the collection of all Revenues owing or earned in respect of the Real Property or any part thereof;

(ii) every such receiver may, in the discretion of the Chargee, be vested with all or any of the powers and discretion of the Chargee under this Debenture, including, without limitation, the power to carry on all or any part of the business of the Chargor and to sell, lease or otherwise dispose of the Charged Premises, either as a whole or in separate parcels, at public auction, by public tender or by private sale, with only such notice as may be required by applicable laws, either for cash or on credit, at such time and upon such terms and conditions as the receiver may determine (including a term that a reasonable commission shall be payable to the receiver, or any related corporation in respect thereof) and enter into, rescind or vary any contract for the sale, lease or other disposition of any of the Charged Premises and sell, lease or dispose thereof again without being answerable for any loss occasioned thereby and the receiver may execute and deliver to any purchaser of the Charged Premises or any part thereof good and sufficient deeds and documents for the same and such receiver shall also have the power to take proceedings in any court of competent jurisdiction for sale or foreclosure of all or any part of the Charged Premises;

(iii) the Chargee may from time to time fix the remuneration of every such receiver and every such receiver shall be entitled to deduct the same out of the income from the Charged Premises or the proceeds of disposition of the Charged Premises;

(iv) the appointment of every such receiver by the Chargee shall not, to the extent permitted by law, incur or create any liability on the part of the Chargee to the receiver in any respect and such appointment or anything which may be done by any such receiver or the removal of any such receiver or the termination of any such receivership shall not have the effect of constituting the Chargee a mortgagee in possession in respect of the Real Property or any part thereof;

(v) every such receiver shall, from time to time, have the power to lease or otherwise deal with any portion of the Real Property which may become vacant or available for lease on such terms and conditions as such receiver may deem advisable and shall have full power to complete any unfinished

construction upon the Real Property (such power of the receiver to include, without limitation, the power to borrow funds in the name of and on the credit of the Chargor for such purposes, which borrowings may be secured by the Charged Premises, or any part thereof, and which security shall have such priority as the receiver deems appropriate);

(vi) every such receiver shall have full power to fully manage, develop, operate, lease, deal with agreements and Leases, construct, complete, repair, renovate or alter the Real Property or any part thereof on behalf of the Chargor and to take all such actions as are required in the exercise of such powers including, without limitation, entering into, amending and terminating such contracts and other agreements relating to the Charged Premises as are necessary or advisable, in the opinion of the receiver, and the entering into, renewal, amendment, supplement or termination of any agreements and Leases as the receiver may deem appropriate in its sole and absolute discretion; the aforementioned power shall include the power to borrow money in the name of and on the credit of the Chargor for all such purposes (which borrowings may be secured by the Charged Premises, or any part thereof, and which security shall have such priority as the receiver deems appropriate);

(vii) no such receiver shall be liable to the Chargor to account for monies other than monies actually received by or in respect of Charged Premises or any part thereof and out of such monies so received, every such receiver shall, subject to the further direction of the Chargee, in the following order pay:

(A) his remuneration aforesaid;

(B) all payments made or incurred by him in connection with the management, operation, construction, completion, repair or alteration of the Charged Premises or any part thereof in accordance with the provisions thereof;

(C) all payments of interest, principal and other money which may, from time to time, be or become charged upon the Charged Premises in priority to this Debenture or any other security granted to the Chargee as security for the Obligations Secured and all taxes, insurance premiums and every other proper expenditure made or incurred by him in respect of the Charged Premises or any part thereof and in payment of all interest, fees and other similar amounts due or falling due hereunder and the balance to be applied upon the Obligations Secured; and

(D) at the discretion of the receiver, interest, principal and other monies which may from time to time constitute an encumbrance on the Charged Premises subsequent or subordinate to this Debenture or any other security granted to the Chargee as security for the Obligations Secured;

and every receiver may in its discretion retain reasonable reserves to pay accruing amounts and anticipated payments in connection with any of the foregoing; and any surplus remaining in the hands of every such receiver after payments made as aforesaid shall be accountable to the Chargor and upon termination of the receivership such receiver shall pay such surplus to the Chargor or pay it into court, as the receiver may elect;

(viii) the Chargee may at any time and from time to time terminate any such receivership by notice in writing to the Chargor and to any such receiver; and

(ix) the receiver may carry out all actions and do all things that the Chargee may do under this Debenture as if it were the Chargee (it being agreed that

such powers are not in any way limited by the foregoing provisions of this Subsection 3.1(r)).

3.2 Sale of Charged Premises: The Chargor agrees that any sale referred to in Section 3.1 may be either a sale of all or any portion of the Charged Premises and may be by way of public auction, public tender, private contract or otherwise without notice, advertisement or any other formality, except as required by law, all of which the Chargor waives to the extent permitted by law. To the extent not prohibited by law, any such sale may be made with or without any special condition as to the upset price, reserve bid, title or evidence of title or other matter and from time to time as the Chargee in its sole discretion thinks fit with power to vary or rescind any such sale or buy in at any public sale and resell. The Chargee may sell the Charged Premises for a consideration payable by instalments either with or without taking security for the payment of such instalments and may make and deliver to any purchaser thereof good and sufficient deeds, assurances and conveyances of the Charged Premises and give receipts for the purchase money, and any such sale shall be a perpetual bar, both at law and in equity, against the Chargor and all those claiming an interest in the Charged Premises by, from, through or under the Chargor.

3.3 References to the Chargee Include Receiver: For the purposes of Sections 3.2, 3.4, 3.7, 3.8, 3.9, 3.10 and 3.11, a reference to the Chargee shall, where the context permits, include any receiver or receiver and manager or other agent on behalf of the Chargee.

3.4 Chargor's Rights: Until the Security Interests shall become and remain enforceable, the Chargor shall be entitled to deal with the Charged Premises and enforce, use and enjoy all of the benefits, advantages and powers thereunder as if this Debenture had not been made. Upon the Security Interests becoming and remaining enforceable, the Chargee may, but shall not be obligated to, exercise all rights, powers, authority and discretions of the Chargor in respect of the Charged Premises in its place and stead.

3.5 Judgment: Neither the taking of any judgment nor the exercise of any power of seizure or sale shall operate to extinguish the liabilities of the Chargor to make payment of the principal hereby secured or interest thereon or other moneys owing hereunder nor shall such operate as a merger of any covenant or affect the right of the Chargee to interest at the rate hereinbefore specified and any judgment shall bear interest at such rate.

3.6 Interest: If any amount payable to the Chargee under this Debenture is not paid when due, the Chargor will pay to the Chargee, immediately on demand, interest on such amount from the date due until paid, at an annual rate equal to the interest rate stipulated therefor in the Promissory Note. All amounts payable by the Chargor to the Chargee under this Debenture, and all interest on all such amounts will form part of the Obligations Secured and will be secured by the Security Interests.

3.7 Charge as Security:

(a) It is expressly acknowledged and agreed that nothing herein contained shall obligate the Chargee to assume or perform any obligation of the Chargor to any third party in respect of or arising out of any of the Charged Premises. The Chargee may, at its option, assume or perform any such obligations as the Chargee considers necessary or desirable to obtain the benefit of the Charged Premises free of any set-off, deduction or abatement and any money expended by the Chargee in this regard shall form part of and shall be deemed to form part of the Obligations Secured and bear interest at the rate stipulated in Section 3.6.

(b) The exercise by the Chargee of its rights under this Debenture or the assumption after any Event of Default of certain obligations of the Chargor as referred to in Subsection 3.7(a) above shall not constitute or have the effect of making the Chargee a mortgagee in possession. Care, control and management of the Charged Premises shall remain and shall be deemed to be with the Chargor in the absence of clear and unequivocal action by the Chargee depriving the Chargor of such care, control and management and the assumption thereof by the Chargee.

3.8 Limitations on Chargee's Liability: The Chargee will not be liable to the Chargor or any other person for any failure or delay in exercising any of the rights of the Chargee under this Debenture (including any failure to take possession of, collect, sell, lease or otherwise dispose of

any Charged Premises, or to preserve rights against prior parties). Neither the Chargee, nor any receiver or agent of the Chargee is required to take, or will have any liability for any failure to take or delay in taking, any steps necessary or advisable to preserve rights against other persons under any Charged Premises in its possession. Neither the Chargee nor any receiver or agent will be liable for any, and the Chargor will bear the full risk of all, loss or damage to any and all of the Charged Premises (including any Charged Premises in the possession of the Chargee or any receiver or agent) caused for any reason other than the gross negligence or wilful misconduct of the Chargee or such receiver or agent.

3.9 Debtor Remains Liable under Accounts and Contracts: Notwithstanding any provision of this Debenture, the Chargor will remain liable under each of the agreements, contracts, leases and other documents comprising the Charged Premises (each a "**Contract**") to pay and satisfy all indebtedness, liabilities and other monetary obligations and to observe and perform all the conditions and obligations which are to be paid, satisfied, observed and performed by the Chargor thereunder, all in accordance with the terms of each such Contract. The Chargee will have no obligation or liability under any account or monetary obligation (an "**Account**") (or any Contract giving rise thereto) or Contract by reason of or arising out of this Debenture or the receipt by the Chargee of any payment relating to such Account or Contract pursuant hereto, and in particular (but without limitation), the Chargee will not be obligated in any manner to perform any of the obligations of the Chargor under or pursuant to any Account (or any Contract giving rise thereto) or under or pursuant to any Contract, to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party under any Account (or any Contract giving rise thereto) or under any Contract, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time.

3.10 Dealings by Chargee: The Chargee will not be obliged to exhaust its recourse against the Chargor or any other person or against any other security it may hold in respect of the Obligations Secured before realizing upon or otherwise dealing with the Charged Premises in such manner as the Chargee may consider desirable. The Chargee may grant extensions of time and other indulgences, take and give up security, accept compositions, grant releases and discharges and otherwise deal with the Chargor and any other person, and with any or all of the Charged Premises, and with other security and sureties, as the Chargee may see fit, all without prejudice to the Obligations Secured or to the rights and remedies of the Chargee under this Debenture or the other Documents. The powers conferred on the Chargee under this Debenture are solely to protect the interests of the Chargee in the Charged Premises and will not impose any duty upon the Chargee to exercise any such powers.

3.11 Possession of Charged Premises:

(a) Where any Charged Premises is in the possession of the Chargee or any receiver or agent:

(i) the Chargee shall only have the duty of care with respect to such Charged Premises as would a reasonable and prudent owner, including the duty to use reasonable care in the custody and preservation thereof, provided that the Chargee need not take any steps of any nature to defend or preserve the rights of the Chargor therein against the claims or demands of others or to preserve rights therein against prior parties;

(ii) the Chargee may, at any time following the occurrence of an Event of Default which is continuing, grant or otherwise create a security interest in such Charged Premises upon any terms provided that such terms do not impair the Chargor's right to redeem such Charged Premises; and

(iii) the Chargee may, at any time following the occurrence of an Event of Default which is continuing, use such Charged Premises in any manner and to such extent as it deems necessary or desirable.

3.12 After Acquired Property: The Chargor covenants and agrees that, if and to the extent that any of its respective rights, titles, estates and interests in any of the Charged Premises is not acquired until after delivery of this Debenture, this Debenture shall nonetheless apply thereto and

the Security Interests shall attach to such Charged Premises at the same time as the Chargor acquires rights therein, without the necessity of any further mortgage, charge, pledge, assignment or assurance and thereafter such Charged Premises shall be subject to the Security Interests in accordance with the provisions of Section 2.1 hereof.

3.13 Attachment: The Chargor hereby acknowledges and agrees that value has been given for the granting of the Security Interests and that there is no agreement between the Chargor and the Chargee, express or implied, to postpone the attachment of the Security Interests except in respect of after-acquired property forming part of the Charged Premises with respect to which the Security Interests shall attach at the same time as the Chargor acquires rights therein or thereto.

3.14 Indemnity: The Chargor agrees to indemnify the Chargee from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever which may be imposed on, incurred by, or asserted against the Chargee and arising by reason of any action (including any action referred to in this Debenture) or inaction or omission to do any act legally required by the Chargor. This indemnification will survive the satisfaction, release or extinguishment of the Obligations Secured and the Security Interests.

ARTICLE 4

GENERAL PROVISIONS

4.1 Remedies Cumulative and Waivers: For greater certainty, it is expressly understood and agreed that the rights and remedies of the Chargee hereunder or under any other Document or instrument executed pursuant to or in connection with this Debenture or the Promissory Note are cumulative and are in addition to and not in substitution for any rights or remedies provided by law or by equity; and any single or partial exercise by the Chargee of any right or remedy for a default or breach of any term, covenant, condition or agreement contained in this Debenture or other Document or instrument executed pursuant to or in connection with this Debenture or the Promissory Note shall not be deemed to be a waiver of or to alter, affect or prejudice any other right or remedy or other rights or remedies to which the Chargee may be lawfully entitled for such default or breach. Any waiver by the Chargee of the strict observance, performance or compliance with any term, covenant, condition or agreement herein contained and any indulgence granted either expressly or by course of conduct by the Chargee shall be effective only in the specific instance and for the purpose for which it was given and shall be deemed not to be a waiver of any rights and remedies of the Chargee under this Debenture or other Document or instrument executed pursuant to this Debenture or the Promissory Note as a result of any other default or breach hereunder or thereunder.

4.2 Termination: The Chargee covenants and agrees with the Chargor that, if the Chargor pay the Obligations Secured and the Chargor performs, satisfies and extinguishes all other Obligations Secured and if the Chargee has no further obligations to provide or continue to provide advances of money to the Chargor pursuant to the Promissory Note, upon the request and at the expense of the Chargor, the Chargee shall execute such instruments, discharges or re-assignments and give such notification or assurances as the Chargor may properly require to fully release, discharge and cancel this Debenture in the circumstances.

4.3 Notice: Subject to the last sentence of this Section 4.3, any demand, notice, consent or other communication to be made or given hereunder shall be in writing and may be made or given by delivery or by transmittal by telecopy addressed to the respective parties as follows:

(a) to the Chargor, at:

2368523 Ontario Ltd. d/b/a Curative Cannabis
3513 Homewood Lane
London, Ontario N6P 1K3

E-Mail: david@curativecannabis.ca
Attention: David Shpilt

(b) to the Chargee, at:

Auxly Cannabis Group Inc.
777 Richmond St. W, Suite 002
Toronto ON M6J 3N5

Attention: General Counsel
Email: legal@auxly.com

or such other street address or email address as may be designated by notice given by either party to the other. Any demand, notice or other communication given by personal delivery will be conclusively deemed to have been given on the day of actual delivery thereof and, if given by electronic communication, on the day of transmittal thereof if given during the normal business hours of the recipient and on the next business day during which such normal business hours next occur if not given during such hours on any day.

4.4 Further Assurances: Each party shall, at its own expense, promptly execute and deliver to the other upon request all such other and further documents, agreements, opinions, certificates and other instruments in compliance with or accomplishment of their covenants and agreements hereunder or under any document to be delivered pursuant hereto or otherwise necessary to make any recording, file any notice or obtain any consent, all as may be reasonably necessary and appropriate in connection herewith.

4.5 Continuing Security: This Debenture and the rights and remedies it creates are a continuing agreement and security and shall bind the parties until discharge of this Debenture as provided in Section 4.2 hereof. No payment by the Chargor of the whole or any part of any Obligations Secured shall reduce the amount secured hereby unless specifically appropriated to and noted on this Debenture by the Chargee.

4.6 Agreement Paramount: In the event of any inconsistency or conflict between the terms of this Debenture and any pledge of this Debenture, the terms of such pledge shall govern.

4.7 Amendment of Agreement: No supplement, modification, amendment, waiver or termination of this Debenture shall be binding unless executed in writing by all parties hereto. No waiver of any provision of this Debenture shall be deemed or shall constitute a waiver of any other provision of this Debenture (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise so expressed or provided.

4.8 Invalidity of Provisions: If any of the provisions in this Debenture should be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

4.9 Time: Time shall be of the essence in this Debenture.

4.10 Successors and Assigns: This Debenture and all its provisions shall enure to the benefit of and shall be binding upon the Chargee and the Chargor and their respective permitted successors and permitted assigns.

4.11 No Assignment by Chargor: The Chargor may not assign its obligations under this Debenture.

4.12 Attorney: The Chargor hereby irrevocably nominates, constitutes and appoints the Chargee and each of its officers holding office from time to time as the true and lawful attorney of the Chargor with power of substitution in the name of the Chargor to, after the occurrence and during the continuance of an Event of Default, do any and all such acts and things or execute and deliver all such agreements, documents and instruments as the Chargee reasonably considers necessary or desirable to carry out the provisions and purposes of this Debenture or to exercise any of its rights and remedies hereunder and the Chargor hereby ratifies and agrees to ratify all reasonable acts of any such attorney taken or done in accordance with this Section 4.12. Without in any way limiting the generality of the foregoing, the Chargee shall have the right to execute for and in the name of the Chargor all financing statements, financing change statements, conveyances, transfers, assignments, consents and other instruments as may be required for such

purposes. This power of attorney shall not be revoked or terminated by any act or thing other than the discharge of this Debenture in accordance with Section 4.2.

4.13 Acknowledgement by Chargor: The Chargor acknowledges receipt of a copy of this Debenture and hereby expressly waives the right to receive a copy of any financing statement or a copy of the statement confirming the registration of any financing statement that may be registered in connection with any security interest created under this Debenture.

4.14 Applicable Laws: This Debenture shall be governed in all respects by the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract.

4.15 Attornment: The Chargor submits to the non-exclusive jurisdiction of any court in the Province of Ontario in any action or proceeding arising out of or relating to this Debenture, and the Chargor irrevocably agrees that all claims in respect of any such action or proceeding may be heard and determined in any such court or in any other court of competent jurisdiction selected by the Chargee.

4.16 Non-Negotiable: This debenture is not a negotiable instrument.

4.17 *Land Registration Reform Act*: The implied covenants deemed to be included in a charge under Subsection 7(1) of the *Land Registration Reform Act* (Ontario) shall, to the extent same are inconsistent with the terms hereof, be and are hereby expressly excluded and replaced by the terms of this Debenture.

IN WITNESS WHEREOF the Chargor has duly executed this Debenture as of the date first written above.

2368523 ONTARIO LIMITED

By: 

Name: David Shpilt
Title: Director

By: _____

Name:
Title:

I/We have authority to bind the Corporation.

SCHEDULE A

Legal Description of the Secured Property

FIRSTLY:

PIN 00736-0250 (LT)

PART LOT 12 CONCESSION 1 CHATHAM, PART 1 24R9701; MUNICIPALITY CHATHAM-KENT

SECONDLY:

PIN 00736-0221 (LT)

PT LT 12 CON 1 CHATHAM AS IN 662017; CHATHAM-KENT

TAB F

This is Exhibit F

Referred to in the

Affidavit of Michael Lickver

Sworn October 2, 2019



A Commissioner for taking affidavits

Shaan Tolani, a Commissioner, etc.,
Province of Ontario, while a Student-at-Law.
Expires May 11, 2021.

Properties

PIN	00736 - 0221	LT	*Interest/Estate*	Fee Simple
Description	PT LT 12 CON 1 CHATHAM AS IN 662017; CHATHAM-KENT			
Address	10078 LONGWOODS ROAD CHATHAM			
PIN	00736 - 0250	LT	*Interest/Estate*	Fee Simple
Description	PART LOT 12 CONCESSION 1 CHATHAM, PART 1 24R9701; MUNICIPALITY CHATHAM-KENT			
Address	RR 1 CHATHAM			

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	2368523 ONTARIO LIMITED
Address for Service	d/b/a Curative Cannabis 3513 Homewood Lane London, ON N6P 1K3

I, David Shpilt, Director, have the authority to bind the corporation.
This document is not authorized under Power of Attorney by this party.

Chargee(s) *Capacity* *Share*

Name	AUXLY CANNABIS GROUP INC.
Address for Service	777 Richmond Street West Suite #002 Toronto, ON M6J 3N5

Statements

Schedule: See Schedules

Provisions

Principal	$18,000,000.00	*Currency*	CDN
Calculation Period			
Balance Due Date	On Demand		
Interest Rate	10%		
Payments			
Interest Adjustment Date			
Payment Date			
First Payment Date			
Last Payment Date			
Standard Charge Terms			
Insurance Amount	Full insurable value		
Guarantor			

Signed By

Nicolina Perrone	Box 48 Suite 5300, TD Bank Tower Toronto M5K 1E6	acting for Chargor(s)	Signed	2019 04 24

Tel 416-362-1812
Fax 416-868-0673

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

Submitted By

MCCARTHY TETRAULT LLP
Box 48 Suite 5300, TD Bank Tower
Toronto
M5K 1E6
2019 04 24

Tel 416-362-1812
Fax 416-868-0673

Fees/Taxes/Payment

Statutory Registration Fee	$64.40
Total Paid	$64.40

File Number

Chargee Client File Number : 221836-516417

DEMAND DEBENTURE

PRINCIPAL SUM: $18,000,000 **DATE: April 23, 2019**

ARTICLE 1

PROMISE TO PAY

1.1 Promise to Pay: **2368523 ONTARIO LIMITED** (d/b/a) Curative Cannabis) (the **"Chargor"**), for value received, hereby acknowledges itself indebted and covenants and promises to: (i) pay to **AUXLY CANNABIS GROUP INC.**, its successors and assigns (the **"Chargee"**), at 777 Richmond Street West, Suite #002, Toronto, Ontario M6J 3N5 or at such other place in Canada as the Chargee may designate by notice in writing to the Chargor, ON DEMAND the principal amount of Eighteen Million Dollars ($18,000,000) in lawful money of Canada and interest thereon, from and including the date hereof (or from and including the last interest payment date to which interest shall have been paid), at a rate of 10% per annum calculated semi-annually, not in advance, as well after as before maturity and both before and after demand, default and judgment, with interest on overdue interest at the same rate, and on all other amounts secured hereby; and (ii) perform the Obligations Secured (as hereinafter defined).

For the purposes of this Debenture, the term **"Obligations Secured"** means, without limitation or duplication, the Obligations and the covenants of the Chargor herein contained, and the principal, interest and other amounts payable hereunder or secured hereby.

1.2 Interpretation: In this Debenture, unless there is something in the subject matter or text that is inconsistent therewith, all capitalized terms used herein which are not otherwise defined herein shall have the meanings ascribed thereto in the amended and restated secured promissory note in the maximum principal amount of $18,000,000 effective the date hereof granted by the Chargor in favour of the Chargee (the **"Promissory Note"**). In addition, the following terms shall have the following meanings:

"Account" has the meaning set out in Section 3.9 hereof.

"Act" has the meaning set out in Section 2.1(b) hereof.

"Charged Premises" has the meaning set out in Section 2.1 hereof.

"Chargee" has the meaning set out in Section 1.1 hereof.

"Chargor" has the meaning set out in Section 1.1 hereof.

"Contract" has the meaning set out in Section 3.9 hereof.

"Documents" means the Promissory Note and all security documents granted by the Chargor as security for the Obligations.

"Excluded Collateral" has the meaning set out in Section 2.2 hereof.

"Leases" means all leases, subleases, licences and other occupancy or use agreements, affecting the Secured Property and all guarantees, amendments, renewals, supplements, restatements or other modifications thereof.

"Obligations" means all of the obligations, liabilities and indebtedness (present and future, absolute or contingent, matured or otherwise) of any kind whatsoever of the Chargor to the Chargee incurred, accruing or arising on or after the date hereof, including, without limitation, all advances of money made by the Chargee to the Chargor pursuant to the Promissory Note.

"Obligations Secured" has the meaning set out in Section 1.1 hereof.

"Real Property" has the meaning set out in Section 2.1(a) hereof.

"Revenues" has the meaning set out in Section 2.1(b)(vi) hereof.

"**Security Interests**" has the meaning set out in Section 2.1 hereof.

"**Secured Property**" means the lands and premises described in Schedule A attached hereto, together with all rights and privileges appertaining thereto and all buildings, erections, improvements, fixtures and structures now or hereafter constructed or placed therein, thereunder or thereon.

ARTICLE 2

SECURITY

2.1 Security: As security for the due and timely payment and performance of the Obligations Secured, the Chargor:

(a) mortgages and charges as and by way of a first fixed specific mortgage and charge to and in favour of the Chargee, all of its right, title, estate and interest, present and future, in and to: (i) the Secured Property; (ii) all easements, rights-of-way, licences and privileges appurtenant or appertaining to the Secured Property; and (iii) all interests in any of the foregoing and all benefits and rights to be derived by the Chargor in respect thereof (collectively, the "**Real Property**");

(b) grants, conveys, mortgages, charges, pledges, assigns and creates a security interest in, as and by way of a fixed and specific mortgage, charge, pledge, assignment and security interest to and in favour of the Chargee of all of its right, title, estate and interest, present and future, in and to any and all personal property in which a security interest can be taken, reserved, created or granted whether under the *Personal Property Security Act* (Ontario) (the "**Act**"), any similar personal property security legislation in any jurisdiction in which any of the Charged Premises is located or otherwise under any statute or law or in equity and which is now or at any time hereafter owned by the Chargor or in which the Chargor now has or at any time hereafter acquires any interest of any nature whatsoever, including, without in any way limiting the generality of the foregoing, the interest of the Chargor in:

(i) all materials, supplies, machinery, equipment, fixtures, inventory, vehicles, furniture, tools, accessories and appliances now or hereafter owned or acquired by or on behalf of the Chargor and every interest therein which the Chargor now has or hereafter acquires, wheresoever situate;

(ii) all present and future accounts (including, without limitation, cash collateral accounts), accounts receivable, money (including, without limitation, all money in any bank accounts), intangibles, claims, contract rights, demands, chattel papers, instruments, documents, notes and choses in action, together with any and all security therefor, including, without limiting the generality of the foregoing, all present and future mortgage receivables, debentures, bonds, promissory notes, bills of exchange, judgments and book debts, now due or hereafter to become due to or owned by the Chargor, together with all securities, documents, computer disks, tapes, software or records now or hereafter owned by the Chargor and representing or evidencing the said debts, accounts, accounts receivable, claims, contract rights, demands and choses in action and all other rights and benefits in respect thereof;

(iii) all rights, agreements, licenses, permits, consents, policies, approvals, development agreements, building contracts, performance bonds, purchase orders, plans, patents, trademarks, copyrights and other industrial and intellectual property, goodwill, know-how, rights to carry on business and specifications presently owned and hereafter acquired by the Chargor;

(iv) all present and future computer hardware, software and programs, and all rights, agreements, licences, permits and consents in respect of or in any way relating to such computer hardware, software and programs

including, without limitation, all paper cards, magnetic tapes, discs, diskettes, drums or magnetic bubbles and whether permanently installed in hardware or crystallized in firmware;

(v) all shares, stocks, warrants, bonds, debentures, debenture stock, partnership interests, joint venture interests or other securities investments now or hereafter owned by the Chargor;

(vi) all rents, revenues, income, insurance proceeds, expropriation proceeds, other proceeds and other monies to which the Chargor may from time to time be entitled from all sources which pertain to or are derived from the Real Property or any part thereof including, without limitation, all income and proceeds (whether in cash or on credit) received or receivable by or on behalf of the Chargor in respect of the use, occupancy or enjoyment of any Real Property or any part thereof or for the sale of goods or the provision of services on, at or from any Real Property or from judgments, settlements or other resolutions of disputes relating to the ownership, use, construction, development, operation, maintenance or management of any Real Property (collectively, "**Revenues**"); and

(vii) the benefit of any guarantees or indemnities relating to all or part of the property referred to in paragraph 2.1(b)(vi);

and with respect to paragraphs 2.1(b)(i) to (vii) inclusive, in, to and under all amendments, extensions, renewals, replacements and substitutions of any of the foregoing, all increases, additions and accessions thereto and all rights, remedies, powers, easements, privileges and claims of the Chargor thereunder (whether arising pursuant thereto or available to the Chargor at law or in equity) including without limitation, the right of the Chargor to enforce the foregoing and the obligations of the other parties thereto and to give or withhold any and all consents, requests, directions, approvals, extensions and/or waivers thereunder;

(c) assigns, transfers and sets over unto and in favour of the Chargee, as and by way of a general assignment, all of its right, title, estate and interest present and future, in and to:

(i) the Leases and all benefits, powers and advantages of the Chargor to be derived therefrom and all covenants, obligations and agreements of the tenants thereunder or in any agreement collateral thereto including, without limitation, the benefit of any right, option or obligation of any tenant or other person to acquire any of the Real Property or an interest therein, to renew or extend any Lease, to lease other space and any other collateral advantage or benefit to be derived from the Leases or any of them;

(ii) all rents and other moneys now due and payable or hereafter to become due and payable under the Leases and each guarantee of or indemnity in respect of the obligations of the tenants thereunder with full power to demand, sue for recovery, receive and give receipts for all such rents and other moneys and otherwise to enforce the rights of the Chargor thereto in the name of the Chargor;

(iii) all present and future intangibles and the property and assets referred to in subsection 2.1(b) above including, without limiting the generality of the foregoing, all of its rights, title and interest in all present and future book debts, accounts and other accounts receivable, contract rights and choses in action;

(iv) any and all existing or future agreements, contracts, licences, permits, plans and specifications, bonds, letters of credit, letters of guarantee or other documents or instruments and all extensions, amendments, renewals or substitutions thereof or therefor which may hereafter be effected or

entered into and all benefit, power and advantage of the Chargor to be derived therefrom;

(v) any and all existing or future agreements of purchase and sale, options to purchase and mortgage, loan or other financing commitments and all proceeds and other moneys now due and payable or hereafter to become due and payable thereunder and all benefit, power and advantage of the Chargor to be derived therefrom; and

(vi) the proceeds of any and all existing or future insurance policies pertaining to the Real Property or the property and assets referred to in subsections 2.1(b) and paragraphs 2.1(c)(i) to (v) inclusive and all proceeds of expropriation or similar taking of the Real Property or any part or parts thereof and all benefit, power and advantage of the Chargor to be derived therefrom; and

(d) grants, conveys, mortgages, charges, pledges, assigns and creates a security interest in, as and by way of a fixed and specific mortgage, charge, pledge, assignment and security interest to and in favour of the Chargee, all of its right, title, estate and interest, present and future, in and to all personal property in any form (including money) derived, directly or indirectly, from any dealing with the property referred to in subsections 2.1(a) to (c) inclusive, or proceeds therefrom or that indemnifies or compensates for all or part of such property or proceeds therefrom that is destroyed and damaged;

provided that the said grants, conveyances, mortgages, charges, pledges, transfers, assignments and security interests created pursuant to this Section 2.1 (the "**Security Interests**") shall not: (i) extend or apply to any personal property that constitutes "consumer goods", as such term is defined in the Act; or (ii) extend to the last day of the term of any lease or any agreement therefor now held or hereafter acquired by the Chargor as lessee, but should such Security Interests become enforceable the Chargor shall thereafter stand possessed of such last day and shall hold it in trust for the Chargee for the purpose of this Debenture and assign and dispose thereof as the Chargee shall, for such purpose, direct. Upon any sale of such leasehold interest or any part thereof, the Chargee, for the purpose of vesting the aforesaid one day residue of such term or renewal thereof in any purchaser or purchasers thereof, shall be entitled by deed or writing to appoint such purchaser or purchasers or any other person or persons as new trustee or trustees of the aforesaid residue of any such term or renewal thereof in the place of the Chargor and to vest the same accordingly in the new trustee or trustees so appointed free and discharged from any obligation respecting the same.

All the undertaking, property and assets mortgaged and charged pursuant to Subsection 2.1(a) and all of the undertaking, property and assets granted, assigned, transferred, mortgaged and charged pursuant to Subsections 2.1(b) and (d) hereof being hereinafter collectively referred to as the "**Mortgaged Property**"; all the undertaking, property and assets assigned, transferred and set over pursuant to Subsections 2.1(c) being hereinafter collectively referred to as the "**Assigned Property**"; and the Mortgaged Property and Assigned Property being hereinafter collectively referred to as the "**Charged Premises**". Wherever used herein in relation to the rights and remedies of the Chargee the terms "Real Property", "Mortgaged Property", "Assigned Property" and "Charged Premises" shall, where the context permits, mean the whole or any part or parts thereof.

TO HAVE AND TO HOLD the Charged Premises and all rights hereby conferred unto the Chargee, its successors and assigns, for the uses and purposes and with the powers and authorities and subject to the terms and conditions set forth herein.

2.2 Excluded Collateral: Notwithstanding anything contained in this Debenture, the Security Interests in respect of the Charged Premises, other than the Mortgaged Property referred to in Section 2.1(a), shall not extend or attach to the right, title, interest or benefit of the Chargor in any of the Charged Premises which by law cannot be assigned or charged or which requires the consent of any third party to such assignment or charge or which, if assigned or charged, would give rise to a default, penalty or right of termination (collectively the "**Excluded Collateral**"). The Chargor agrees that, at the reasonable request of the Chargee from time to time, it will use commercially reasonable efforts to obtain such consents in respect of the Excluded Collateral and

to the transfer or assignment of the Excluded Collateral to any third party who may acquire an interest in the Charged Premises as a result of the exercise by the Chargee of its remedies hereunder. Upon such consent being obtained, the Security Interests shall apply to such Excluded Collateral without regard to this Section 2.2 and without the necessity of any further assurance to effect the Security Interests in respect thereto. Until such consent is obtained, the Chargor shall, to the extent that it may do so by law or under the terms of the Excluded Collateral and without giving rise to any default, penalty or right of termination, hold all right, title, benefit and interest to be derived therefrom in trust for the Chargee as additional security, as if the Security Interests applied, and shall deliver up such right, title, benefit and interest to the Chargee forthwith upon the occurrence and during the continuance of an Event of Default.

2.3 Delivery of Instruments, Securities, Etc.: The Chargor shall, upon reasonable request from the Chargee, following the occurrence and during the continuance of an Event of Default, forthwith deliver to the Chargee to be held by the Chargee hereunder all instruments, securities, letters of credit, advices of credit and negotiable documents of title in its possession or control which pertain to or form part of the Charged Premises, and shall, where appropriate, duly endorse the same for transfer in blank or as the Chargee may direct and shall make all reasonable efforts to deliver forthwith to the Chargee any and all consents or other instruments or documents necessary to comply with any restrictions on the transfer thereof in order to transfer the same to the Chargee.

2.4 Registrations: So long as any of the Obligations Secured shall remain unpaid and the Chargee continues to provide advances of money to the Chargor pursuant to the Promissory Note, the Chargor will, from time to time at the request of the Chargee, promptly effect all registrations, filings, recordings and all renewals thereof and all re-registrations, re-filings and re-recordings of or in respect of this Debenture and the Security Interests in such offices of public record and at such times as may be necessary or of advantage in perfecting, maintaining and protecting the validity, effectiveness and priority hereof and of the Security Interests; provided that the Chargee may effect all such registrations, filings, recordings, renewals, re-registrations, re-filings and re-recordings from time to time in its sole discretion at the expense of the Chargor.

ARTICLE 3

RIGHTS AND REMEDIES

3.1 Remedies Upon Default: Upon the occurrence of and during the continuance of any Event of Default, the Chargee may do any one or more of the following:

(a) by written notice to the Chargor, declare the Obligations Secured to be immediately due and payable without the necessity of presentment for payment, or notice of non-payment and of protest (all of which are hereby expressly waived by the Chargor);

(b) proceed to exercise any and all rights under this Debenture, the other Documents and any other document or instrument executed pursuant to this Debenture or any other rights otherwise available to it, whether under this Debenture, the other Documents or otherwise, including enforcement of this Debenture;

(c) take any action or proceeding authorized or permitted by this Debenture, the other Documents or by law or equity, and file or cause to be filed on its behalf such proofs of claim and other documents as may be necessary or desirable to have its claims lodged in any bankruptcy, winding-up or other judicial proceeding relative to the Chargor;

(d) take proceedings in any court of competent jurisdiction for sale or foreclosure of all or any part of the Charged Premises;

(e) immediately enter upon and take possession of, disable or remove all of the Charged Premises or any part or parts thereof with power, among other things, to exclude the Chargor, to preserve and maintain the Charged Premises and make additions and replacements thereto, to receive rents, income and profits of all kinds and pay therefrom all reasonable expenses of maintaining, completing,

repairing, preserving and protecting and operating the Charged Premises and all charges, payment of which may be necessary to preserve or protect the Charged Premises, and enjoy and exercise all powers necessary to the performance of all functions made necessary or advisable by possession, including, without limitation, power to advance its own moneys at the interest rate set forth above and enter into contracts and undertake obligations for the foregoing purposes upon the security hereof;

(f) whether or not the Chargee has taken possession of the Charged Premises or any of it, sell, lease or otherwise dispose thereof, either as a whole or in separate parcels, at public auction, by public tender or by private sale, with only such notice as may be required by law, either for cash or upon credit, at such time and upon such terms and conditions as the Chargee may determine (including a term that a reasonable commission shall be payable to the Chargee or any related corporation in respect thereof) and enter into, rescind or vary any contract for the sale, lease or other disposition of any of the Charged Premises and sell, lease or dispose thereof again without being answerable for any loss occasioned thereby and the Chargee may execute and deliver to any purchaser of the Charged Premises or any part thereof good and sufficient deeds and documents for the same;

(g) require the Chargor, at the Chargor's expense, to assemble the Charged Premises at a place or places designated by notice in writing given by the Chargee to the Chargor, and the Chargor agrees to so assemble the Charged Premises;

(h) require the Chargor, by notice in writing given by the Chargee to the Chargor, to disclose to the Chargee the location or locations of the Charged Premises and the Chargor agrees to make such disclosure when so required by the Chargee;

(i) without legal process, enter any premises where the Charged Premises may be situated and take possession of the Charged Premises by any method permitted by law;

(j) carry on all or any part of the business or businesses of the Chargor and, to the exclusion of all others, including the Chargor, enter upon, occupy and, subject to any requirements of law and subject to any leases or agreements then in place, use all or any of the Real Property, premises, buildings, plant, undertaking, assets and other property comprising the Charged Premises for such time and in such manner as the Chargee sees fit, free of charge and, except to the extent required by law, the Chargee shall not be liable to the Chargor for any act, omission or negligence in so doing or for any rent, charges, depreciation or damages or other amounts incurred in connection therewith or resulting therefrom;

(k) borrow money for the purpose of carrying on the business of the Chargor or for the maintenance, preservation or protection of the Charged Premises and mortgage, charge, pledge or grant a security interest in the Charged Premises, whether or not in priority to the security interests created by this Debenture to secure repayment of any money so borrowed;

(l) where the Chargee has taken possession of the Charged Premises, retain the Charged Premises irrevocably, to the extent not prohibited by law, by giving notice thereof to the Chargor and to any other persons required by law in the manner provided by law;

(m) send or employ inspectors or agents to inspect, audit and report upon the value, state and condition of the Charged Premises;

(n) subject to applicable law, seize, collect, retain and administer the Charged Premises or any part or parts thereof in the Chargee's discretion;

(o) pay any encumbrance, lien, claim or charge that validly exists or has been threatened against any of the Charged Premises and any amounts determined to be validly existing shall, when so paid, together with any costs, charges and expenses

incurred by the Chargee (including, without limitation, legal fees and disbursements on a solicitor-client basis), be added to the Obligations Secured and shall bear interest at the rate set forth above;

(p) take proceedings in any court of competent jurisdiction to enforce payment by the Chargor of the Obligations Secured or any deficiency remaining upon application of proceeds of realization which are actually received by the Chargee;

(q) exercise or pursue any other remedy or proceeding authorized or permitted hereby or by the Act or any similar personal property security legislation or by any other legislation in any jurisdiction in which any of the Charged Premises is located or otherwise permitted by law or equity; and

(r) with or without entry into possession of the Charged Premises, or any part thereof, appoint a receiver (which term shall include a receiver and manager) of the Charged Premises or any part thereof and of the rents and profits thereof pursuant to and in accordance with the provisions of this Debenture and with or without security for the performance of the receiver's obligations and from time to time remove any receiver and appoint another in its stead. Upon the appointment of any such receiver or receivers from time to time, subject to applicable laws, the following provisions shall apply:

(i) every such receiver shall be the irrevocable agent of the Chargor for all purposes with respect to the Charged Premises including, without limitation, for the collection of all Revenues owing or earned in respect of the Real Property or any part thereof;

(ii) every such receiver may, in the discretion of the Chargee, be vested with all or any of the powers and discretion of the Chargee under this Debenture, including, without limitation, the power to carry on all or any part of the business of the Chargor and to sell, lease or otherwise dispose of the Charged Premises, either as a whole or in separate parcels, at public auction, by public tender or by private sale, with only such notice as may be required by applicable laws, either for cash or on credit, at such time and upon such terms and conditions as the receiver may determine (including a term that a reasonable commission shall be payable to the receiver, or any related corporation in respect thereof) and enter into, rescind or vary any contract for the sale, lease or other disposition of any of the Charged Premises and sell, lease or dispose thereof again without being answerable for any loss occasioned thereby and the receiver may execute and deliver to any purchaser of the Charged Premises or any part thereof good and sufficient deeds and documents for the same and such receiver shall also have the power to take proceedings in any court of competent jurisdiction for sale or foreclosure of all or any part of the Charged Premises;

(iii) the Chargee may from time to time fix the remuneration of every such receiver and every such receiver shall be entitled to deduct the same out of the income from the Charged Premises or the proceeds of disposition of the Charged Premises;

(iv) the appointment of every such receiver by the Chargee shall not, to the extent permitted by law, incur or create any liability on the part of the Chargee to the receiver in any respect and such appointment or anything which may be done by any such receiver or the removal of any such receiver or the termination of any such receivership shall not have the effect of constituting the Chargee a mortgagee in possession in respect of the Real Property or any part thereof;

(v) every such receiver shall, from time to time, have the power to lease or otherwise deal with any portion of the Real Property which may become vacant or available for lease on such terms and conditions as such receiver may deem advisable and shall have full power to complete any unfinished

construction upon the Real Property (such power of the receiver to include, without limitation, the power to borrow funds in the name of and on the credit of the Chargor for such purposes, which borrowings may be secured by the Charged Premises, or any part thereof, and which security shall have such priority as the receiver deems appropriate);

(vi) every such receiver shall have full power to fully manage, develop, operate, lease, deal with agreements and Leases, construct, complete, repair, renovate or alter the Real Property or any part thereof on behalf of the Chargor and to take all such actions as are required in the exercise of such powers including, without limitation, entering into, amending and terminating such contracts and other agreements relating to the Charged Premises as are necessary or advisable, in the opinion of the receiver, and the entering into, renewal, amendment, supplement or termination of any agreements and Leases as the receiver may deem appropriate in its sole and absolute discretion; the aforementioned power shall include the power to borrow money in the name of and on the credit of the Chargor for all such purposes (which borrowings may be secured by the Charged Premises, or any part thereof, and which security shall have such priority as the receiver deems appropriate);

(vii) no such receiver shall be liable to the Chargor to account for monies other than monies actually received by or in respect of Charged Premises or any part thereof and out of such monies so received, every such receiver shall, subject to the further direction of the Chargee, in the following order pay:

(A) his remuneration aforesaid;

(B) all payments made or incurred by him in connection with the management, operation, construction, completion, repair or alteration of the Charged Premises or any part thereof in accordance with the provisions thereof;

(C) all payments of interest, principal and other money which may, from time to time, be or become charged upon the Charged Premises in priority to this Debenture or any other security granted to the Chargee as security for the Obligations Secured and all taxes, insurance premiums and every other proper expenditure made or incurred by him in respect of the Charged Premises or any part thereof and in payment of all interest, fees and other similar amounts due or falling due hereunder and the balance to be applied upon the Obligations Secured; and

(D) at the discretion of the receiver, interest, principal and other monies which may from time to time constitute an encumbrance on the Charged Premises subsequent or subordinate to this Debenture or any other security granted to the Chargee as security for the Obligations Secured;

and every receiver may in its discretion retain reasonable reserves to pay accruing amounts and anticipated payments in connection with any of the foregoing; and any surplus remaining in the hands of every such receiver after payments made as aforesaid shall be accountable to the Chargor and upon termination of the receivership such receiver shall pay such surplus to the Chargor or pay it into court, as the receiver may elect;

(viii) the Chargee may at any time and from time to time terminate any such receivership by notice in writing to the Chargor and to any such receiver; and

(ix) the receiver may carry out all actions and do all things that the Chargee may do under this Debenture as if it were the Chargee (it being agreed that

such powers are not in any way limited by the foregoing provisions of this Subsection 3.1(r)).

3.2 Sale of Charged Premises: The Chargor agrees that any sale referred to in Section 3.1 may be either a sale of all or any portion of the Charged Premises and may be by way of public auction, public tender, private contract or otherwise without notice, advertisement or any other formality, except as required by law, all of which the Chargor waives to the extent permitted by law. To the extent not prohibited by law, any such sale may be made with or without any special condition as to the upset price, reserve bid, title or evidence of title or other matter and from time to time as the Chargee in its sole discretion thinks fit with power to vary or rescind any such sale or buy in at any public sale and resell. The Chargee may sell the Charged Premises for a consideration payable by instalments either with or without taking security for the payment of such instalments and may make and deliver to any purchaser thereof good and sufficient deeds, assurances and conveyances of the Charged Premises and give receipts for the purchase money, and any such sale shall be a perpetual bar, both at law and in equity, against the Chargor and all those claiming an interest in the Charged Premises by, from, through or under the Chargor.

3.3 References to the Chargee Include Receiver: For the purposes of Sections 3.2, 3.4, 3.7, 3.8, 3.9, 3.10 and 3.11, a reference to the Chargee shall, where the context permits, include any receiver or receiver and manager or other agent on behalf of the Chargee.

3.4 Chargor's Rights: Until the Security Interests shall become and remain enforceable, the Chargor shall be entitled to deal with the Charged Premises and enforce, use and enjoy all of the benefits, advantages and powers thereunder as if this Debenture had not been made. Upon the Security Interests becoming and remaining enforceable, the Chargee may, but shall not be obligated to, exercise all rights, powers, authority and discretions of the Chargor in respect of the Charged Premises in its place and stead.

3.5 Judgment: Neither the taking of any judgment nor the exercise of any power of seizure or sale shall operate to extinguish the liabilities of the Chargor to make payment of the principal hereby secured or interest thereon or other moneys owing hereunder nor shall such operate as a merger of any covenant or affect the right of the Chargee to interest at the rate hereinbefore specified and any judgment shall bear interest at such rate.

3.6 Interest: If any amount payable to the Chargee under this Debenture is not paid when due, the Chargor will pay to the Chargee, immediately on demand, interest on such amount from the date due until paid, at an annual rate equal to the interest rate stipulated therefor in the Promissory Note. All amounts payable by the Chargor to the Chargee under this Debenture, and all interest on all such amounts will form part of the Obligations Secured and will be secured by the Security Interests.

3.7 Charge as Security:

(a) It is expressly acknowledged and agreed that nothing herein contained shall obligate the Chargee to assume or perform any obligation of the Chargor to any third party in respect of or arising out of any of the Charged Premises. The Chargee may, at its option, assume or perform any such obligations as the Chargee considers necessary or desirable to obtain the benefit of the Charged Premises free of any set-off, deduction or abatement and any money expended by the Chargee in this regard shall form part of and shall be deemed to form part of the Obligations Secured and bear interest at the rate stipulated in Section 3.6.

(b) The exercise by the Chargee of its rights under this Debenture or the assumption after any Event of Default of certain obligations of the Chargor as referred to in Subsection 3.7(a) above shall not constitute or have the effect of making the Chargee a mortgagee in possession. Care, control and management of the Charged Premises shall remain and shall be deemed to be with the Chargor in the absence of clear and unequivocal action by the Chargee depriving the Chargor of such care, control and management and the assumption thereof by the Chargee.

3.8 Limitations on Chargee's Liability: The Chargee will not be liable to the Chargor or any other person for any failure or delay in exercising any of the rights of the Chargee under this Debenture (including any failure to take possession of, collect, sell, lease or otherwise dispose of

any Charged Premises, or to preserve rights against prior parties). Neither the Chargee, nor any receiver or agent of the Chargee is required to take, or will have any liability for any failure to take or delay in taking, any steps necessary or advisable to preserve rights against other persons under any Charged Premises in its possession. Neither the Chargee nor any receiver or agent will be liable for any, and the Chargor will bear the full risk of all, loss or damage to any and all of the Charged Premises (including any Charged Premises in the possession of the Chargee or any receiver or agent) caused for any reason other than the gross negligence or wilful misconduct of the Chargee or such receiver or agent.

3.9 Debtor Remains Liable under Accounts and Contracts: Notwithstanding any provision of this Debenture, the Chargor will remain liable under each of the agreements, contracts, leases and other documents comprising the Charged Premises (each a "**Contract**") to pay and satisfy all indebtedness, liabilities and other monetary obligations and to observe and perform all the conditions and obligations which are to be paid, satisfied, observed and performed by the Chargor thereunder, all in accordance with the terms of each such Contract. The Chargee will have no obligation or liability under any account or monetary obligation (an "**Account**") (or any Contract giving rise thereto) or Contract by reason of or arising out of this Debenture or the receipt by the Chargee of any payment relating to such Account or Contract pursuant hereto, and in particular (but without limitation), the Chargee will not be obligated in any manner to perform any of the obligations of the Chargor under or pursuant to any Account (or any Contract giving rise thereto) or under or pursuant to any Contract, to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party under any Account (or any Contract giving rise thereto) or under any Contract, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time.

3.10 Dealings by Chargee: The Chargee will not be obliged to exhaust its recourse against the Chargor or any other person or against any other security it may hold in respect of the Obligations Secured before realizing upon or otherwise dealing with the Charged Premises in such manner as the Chargee may consider desirable. The Chargee may grant extensions of time and other indulgences, take and give up security, accept compositions, grant releases and discharges and otherwise deal with the Chargor and any other person, and with any or all of the Charged Premises, and with other security and sureties, as the Chargee may see fit, all without prejudice to the Obligations Secured or to the rights and remedies of the Chargee under this Debenture or the other Documents. The powers conferred on the Chargee under this Debenture are solely to protect the interests of the Chargee in the Charged Premises and will not impose any duty upon the Chargee to exercise any such powers.

3.11 Possession of Charged Premises:

(a) Where any Charged Premises is in the possession of the Chargee or any receiver or agent:

(i) the Chargee shall only have the duty of care with respect to such Charged Premises as would a reasonable and prudent owner, including the duty to use reasonable care in the custody and preservation thereof, provided that the Chargee need not take any steps of any nature to defend or preserve the rights of the Chargor therein against the claims or demands of others or to preserve rights therein against prior parties;

(ii) the Chargee may, at any time following the occurrence of an Event of Default which is continuing, grant or otherwise create a security interest in such Charged Premises upon any terms provided that such terms do not impair the Chargor's right to redeem such Charged Premises; and

(iii) the Chargee may, at any time following the occurrence of an Event of Default which is continuing, use such Charged Premises in any manner and to such extent as it deems necessary or desirable.

3.12 After Acquired Property: The Chargor covenants and agrees that, if and to the extent that any of its respective rights, titles, estates and interests in any of the Charged Premises is not acquired until after delivery of this Debenture, this Debenture shall nonetheless apply thereto and

the Security Interests shall attach to such Charged Premises at the same time as the Chargor acquires rights therein, without the necessity of any further mortgage, charge, pledge, assignment or assurance and thereafter such Charged Premises shall be subject to the Security Interests in accordance with the provisions of Section 2.1 hereof.

3.13 Attachment: The Chargor hereby acknowledges and agrees that value has been given for the granting of the Security Interests and that there is no agreement between the Chargor and the Chargee, express or implied, to postpone the attachment of the Security Interests except in respect of after-acquired property forming part of the Charged Premises with respect to which the Security Interests shall attach at the same time as the Chargor acquires rights therein or thereto.

3.14 Indemnity: The Chargor agrees to indemnify the Chargee from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever which may be imposed on, incurred by, or asserted against the Chargee and arising by reason of any action (including any action referred to in this Debenture) or inaction or omission to do any act legally required by the Chargor. This indemnification will survive the satisfaction, release or extinguishment of the Obligations Secured and the Security Interests.

ARTICLE 4

GENERAL PROVISIONS

4.1 Remedies Cumulative and Waivers: For greater certainty, it is expressly understood and agreed that the rights and remedies of the Chargee hereunder or under any other Document or instrument executed pursuant to or in connection with this Debenture or the Promissory Note are cumulative and are in addition to and not in substitution for any rights or remedies provided by law or by equity; and any single or partial exercise by the Chargee of any right or remedy for a default or breach of any term, covenant, condition or agreement contained in this Debenture or other Document or instrument executed pursuant to or in connection with this Debenture or the Promissory Note shall not be deemed to be a waiver of or to alter, affect or prejudice any other right or remedy or other rights or remedies to which the Chargee may be lawfully entitled for such default or breach. Any waiver by the Chargee of the strict observance, performance or compliance with any term, covenant, condition or agreement herein contained and any indulgence granted either expressly or by course of conduct by the Chargee shall be effective only in the specific instance and for the purpose for which it was given and shall be deemed not to be a waiver of any rights and remedies of the Chargee under this Debenture or other Document or instrument executed pursuant to this Debenture or the Promissory Note as a result of any other default or breach hereunder or thereunder.

4.2 Termination: The Chargee covenants and agrees with the Chargor that, if the Chargor pay the Obligations Secured and the Chargor performs, satisfies and extinguishes all other Obligations Secured and if the Chargee has no further obligations to provide or continue to provide advances of money to the Chargor pursuant to the Promissory Note, upon the request and at the expense of the Chargor, the Chargee shall execute such instruments, discharges or re-assignments and give such notification or assurances as the Chargor may properly require to fully release, discharge and cancel this Debenture in the circumstances.

4.3 Notice: Subject to the last sentence of this Section 4.3, any demand, notice, consent or other communication to be made or given hereunder shall be in writing and may be made or given by delivery or by transmittal by telecopy addressed to the respective parties as follows:

(a) to the Chargor, at:

2368523 Ontario Ltd. d/b/a Curative Cannabis
3513 Homewood Lane
London, Ontario N6P 1K3

E-Mail: david@curativecannabis.ca
Attention: David Shpilt

(b) to the Chargee, at:

Auxly Cannabis Group Inc.
777 Richmond St. W, Suite 002
Toronto ON M6J 3N5

Attention: General Counsel
Email: legal@auxly.com

or such other street address or email address as may be designated by notice given by either party to the other. Any demand, notice or other communication given by personal delivery will be conclusively deemed to have been given on the day of actual delivery thereof and, if given by electronic communication, on the day of transmittal thereof if given during the normal business hours of the recipient and on the next business day during which such normal business hours next occur if not given during such hours on any day.

4.4 Further Assurances: Each party shall, at its own expense, promptly execute and deliver to the other upon request all such other and further documents, agreements, opinions, certificates and other instruments in compliance with or accomplishment of their covenants and agreements hereunder or under any document to be delivered pursuant hereto or otherwise necessary to make any recording, file any notice or obtain any consent, all as may be reasonably necessary and appropriate in connection herewith.

4.5 Continuing Security: This Debenture and the rights and remedies it creates are a continuing agreement and security and shall bind the parties until discharge of this Debenture as provided in Section 4.2 hereof. No payment by the Chargor of the whole or any part of any Obligations Secured shall reduce the amount secured hereby unless specifically appropriated to and noted on this Debenture by the Chargee.

4.6 Agreement Paramount: In the event of any inconsistency or conflict between the terms of this Debenture and any pledge of this Debenture, the terms of such pledge shall govern.

4.7 Amendment of Agreement: No supplement, modification, amendment, waiver or termination of this Debenture shall be binding unless executed in writing by all parties hereto. No waiver of any provision of this Debenture shall be deemed or shall constitute a waiver of any other provision of this Debenture (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise so expressed or provided.

4.8 Invalidity of Provisions: If any of the provisions in this Debenture should be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

4.9 Time: Time shall be of the essence in this Debenture.

4.10 Successors and Assigns: This Debenture and all its provisions shall enure to the benefit of and shall be binding upon the Chargee and the Chargor and their respective permitted successors and permitted assigns.

4.11 No Assignment by Chargor: The Chargor may not assign its obligations under this Debenture.

4.12 Attorney: The Chargor hereby irrevocably nominates, constitutes and appoints the Chargee and each of its officers holding office from time to time as the true and lawful attorney of the Chargor with power of substitution in the name of the Chargor to, after the occurrence and during the continuance of an Event of Default, do any and all such acts and things or execute and deliver all such agreements, documents and instruments as the Chargee reasonably considers necessary or desirable to carry out the provisions and purposes of this Debenture or to exercise any of its rights and remedies hereunder and the Chargor hereby ratifies and agrees to ratify all reasonable acts of any such attorney taken or done in accordance with this Section 4.12. Without in any way limiting the generality of the foregoing, the Chargee shall have the right to execute for and in the name of the Chargor all financing statements, financing change statements, conveyances, transfers, assignments, consents and other instruments as may be required for such

purposes. This power of attorney shall not be revoked or terminated by any act or thing other than the discharge of this Debenture in accordance with Section 4.2.

4.13 Acknowledgement by Chargor: The Chargor acknowledges receipt of a copy of this Debenture and hereby expressly waives the right to receive a copy of any financing statement or a copy of the statement confirming the registration of any financing statement that may be registered in connection with any security interest created under this Debenture.

4.14 Applicable Laws: This Debenture shall be governed in all respects by the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract.

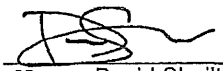
4.15 Attornment: The Chargor submits to the non-exclusive jurisdiction of any court in the Province of Ontario in any action or proceeding arising out of or relating to this Debenture, and the Chargor irrevocably agrees that all claims in respect of any such action or proceeding may be heard and determined in any such court or in any other court of competent jurisdiction selected by the Chargee.

4.16 Non-Negotiable: This debenture is not a negotiable instrument.

4.17 *Land Registration Reform Act*: The implied covenants deemed to be included in a charge under Subsection 7(1) of the *Land Registration Reform Act* (Ontario) shall, to the extent same are inconsistent with the terms hereof, be and are hereby expressly excluded and replaced by the terms of this Debenture.

IN WITNESS WHEREOF the Chargor has duly executed this Debenture as of the date first written above.

2368523 ONTARIO LIMITED

By: 

Name: David Shpilt
Title: Director

By: _____

Name:
Title:

I/We have authority to bind the Corporation.

SCHEDULE A

Legal Description of the Secured Property

FIRSTLY:

PIN 00736-0250 (LT)

PART LOT 12 CONCESSION 1 CHATHAM, PART 1 24R9701; MUNICIPALITY CHATHAM-KENT

SECONDLY:

PIN 00736-0221 (LT)

PT LT 12 CON 1 CHATHAM AS IN 662017; CHATHAM-KENT

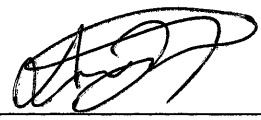
TAB G

This is Exhibit G

Referred to in the

Affidavit of Michael Lickver

Sworn October 2, 2019



A Commissioner for taking affidavits

Shaan Tolani, a Commissioner, etc.,
Province of Ontario, while a Student-at-Law.
Expires May 11, 2021.

LRO # 24 **Discharge Of Charge** **Registered as CK158410** on 2019 05 17 at 16:17

The applicant(s) hereby applies to the Land Registrar. yyyy mm dd Page 1 of 1

Properties

PIN	00736 - 0221 LT
Description	PT LT 12 CON 1 CHATHAM AS IN 662017; CHATHAM-KENT
Address	10078 LONGWOODS ROAD CHATHAM
PIN	00736 - 0250 LT
Description	PART LOT 12 CONCESSION 1 CHATHAM, PART 1 24R9701; MUNICIPALITY CHATHAM-KENT
Address	RR 1 CHATHAM

Document to be Discharged

Registration No.	*Date*	*Type of Instrument*
CK157394	2019 04 24	Charge/Mortgage

Discharging Party(s)

This discharge complies with the Planning Act. This discharge discharges the charge.

Name	AUXLY CANNABIS GROUP INC.
Address for Service	777 Richmond Street West Suite #002 Toronto, ON M6J 3N5

I, Jeff Tung, COO, have the authority to bind the corporation.

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

The party giving this discharge is the original chargee and is the party entitled to give an effective discharge

Statements

This document relates to registration number(s)CK157394

Signed By

Nicolina Perrone	Box 48 Suite 5300, TD Bank Tower Toronto M5K 1E6	acting for Applicant(s)	Signed	2019 05 17

Tel 416-362-1812

Fax 416-868-0673

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

Submitted By

MCCARTHY TETRAULT LLP	Box 48 Suite 5300, TD Bank Tower Toronto M5K 1E6	2019 05 17

Tel 416-362-1812

Fax 416-868-0673

Fees/Taxes/Payment

Statutory Registration Fee	$64.40
Total Paid	$64.40

File Number

Discharging Party Client File Number : 221836-516417

TAB H

This is Exhibit H

Referred to in the

Affidavit of Michael Lickver

Sworn October 2, 2019

A Commissioner for taking affidavits

Shaan Tolani, a Commissioner, etc.,
Province of Ontario, while a Student-at-Law.
Expires May 11, 2021.

Properties

PIN	00736 - 0221	LT	*Interest/Estate*	Fee Simple
Description	PT LT 12 CON 1 CHATHAM AS IN 662017; CHATHAM-KENT			
Address	10078 LONGWOODS ROAD CHATHAM			
PIN	00736 - 0250	LT	*Interest/Estate*	Fee Simple
Description	PART LOT 12 CONCESSION 1 CHATHAM, PART 1 24R9701; MUNICIPALITY CHATHAM-KENT			
Address	RR 1 CHATHAM			

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	2368523 ONTARIO LIMITED
Address for Service	d/b/a Curative Cannabis 3513 Homewood Lane London, ON N6P 1K3

I, David Shpilt, Director, have the authority to bind the corporation.

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

Chargee(s) *Capacity* *Share*

Name	AUXLY CANNABIS GROUP INC.
Address for Service	777 Richmond Street West Suite #0002 Toronto, ON M6J 3N5

Statements

Schedule: See Schedules

Provisions

Principal	$18,000,000.00	*Currency*	CDN
Calculation Period			
Balance Due Date	On Demand		
Interest Rate			
Payments			
Interest Adjustment Date			
Payment Date			
First Payment Date			
Last Payment Date			
Standard Charge Terms	200033		
Insurance Amount	Full insurable value		
Guarantor			

Signed By

Nicolina Perrone	Box 48 Suite 5300, TD Bank Tower Toronto M5K 1E6	acting for Chargor(s)	Signed 2019 05 17

Tel 416-362-1812

Fax 416-868-0673

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

Submitted By

MCCARTHY TETRAULT LLP
Box 48 Suite 5300, TD Bank Tower
Toronto
M5K 1E6
2019 05 17

Tel 416-362-1812
Fax 416-868-0673

Fees/Taxes/Payment

Statutory Registration Fee	$64.40
Total Paid	$64.40

File Number

Chargee Client File Number : 221836-516417

Additional Charge Provisions Schedule to Standard Charge Terms #200033 (the "Standard Charge Terms")

In this Charge, unless there is something in the subject matter or text that is inconsistent therewith, all capitalized terms used which are not otherwise defined herein shall have the meanings ascribed thereto in Promissory Note (as defined below). In addition, the following terms shall have the following meanings:

"**Applicable Laws**" means all applicable federal, provincial or municipal laws, statutes, regulations, rules, by-laws, policies and guidelines, orders, permits, licenses, authorization, approvals and all applicable common laws or equitable principles whether now or hereafter in force and effect, whether in Canada, the United States of America or elsewhere.

"**Charge**" means the charge in the electronic format and registered electronically pursuant to Part III of the Land Registration Reform Act (Ontario), including this Schedule and all other schedules thereto.

"**Environmental Laws**" means all present and future Applicable Laws, permits, certificates, licenses, agreements, standards and requirements relating to environmental or occupational health and safety matters, including the presence, release, reporting, investigation, disposal, remediation and clean-up of Hazardous Substances.

"**Hazardous Substance**" means any substance or material that is prohibited, controlled or regulated by any governmental authority including any contaminants, pollutants, asbestos, lead, polychlorinated by-phenyl or hydrocarbon products, any materials containing same or derivatives thereof, underground storage tanks, dangerous or toxic substances or materials, controlled products, and hazardous wastes.

"**Lien**" means any mortgage, charge, pledge, hypothec, assignment, lien, lease, sublease, easement, preference, priority, trust or other security interest or encumbrance of any kind or nature whatsoever with respect to any property or asset, including any title reservations, limitations, provisos or conditions.

"**Loan**" means the loan made by the Chargee to the Chargor in the Principal Amount as evidenced by the Promissory Note and secured by the Loan Documents.

"**Loan Documents**" means, collectively, all documents, instruments, agreements and opinions now or hereafter evidencing, securing, guaranteeing and/or relating to the Loan and the Loan Indebtedness or any part thereof, including the Promissory Note and this Charge.

"**Loan Indebtedness**" means the aggregate of (i) the Principal Amount, (ii) all interest and compound interest at the interest rate specified in the Promissory Note, (iii) reasonable costs and expenses of the Chargee in connection with the Loan and the Loan Documents, (iv) any amount, cost, charge, expense or interest added to the Loan Indebtedness under the Loan Documents or Applicable Laws or which is otherwise due and payable thereunder or secured thereby from time to time, and (v) the payment, performance, discharge and satisfaction of all other obligations of the Chargor under or in respect of the Loan and Loan Documents.

"**Person**" means any individual, general or limited partnership, joint venture, sole proprietorship, corporation, unincorporated association, trust, trustee, executor, administrator, legal representative or Governmental Authority.

"**Principal Amount**" means the dollar amount specified in the Charge as "Principal", which, for greater certainty, shall be limited to outstanding amounts owing from the Chargor to the Chargee from time to time under the Promissory Note, the parties intending for the Charge to stand as collateral security for such amounts and only for such amounts, notwithstanding anything to the contrary contained in the Charge.

"**Promissory Note**" shall mean the amended and restated secured promissory note in the maximum principal amount of $18,000,000 dated April 23, 2019 granted by the Chargor in favour of the Chargee.

"**Property**" means the lands and premises described in this Charge as the "Properties".

"**Realty Taxes**" means all taxes, duties, rates, imposts, levies, assessments and other similar charges, whether general or special, ordinary or extraordinary, or foreseen or unforeseen, including municipal taxes, school taxes and local improvement charges, and all related interest,

penalties and fines which at any time may be levied, assessed, imposed or be a Lien on the Property or any part thereof.

"**Rents**" means all rents, revenues, income, insurance proceeds, expropriation proceeds, other proceeds and other monies to which the Chargor may from time to time be entitled from all sources which pertain to or are derived from the Property or any part thereof including, without limitation, all income and proceeds (whether in cash or on credit) received or receivable by or on behalf of the Chargor in respect of the use, occupancy or enjoyment of the Property or any part thereof or for the sale of goods or the provision of services on, at or from the Property or from judgments, settlements or other resolutions of disputes relating to the ownership, use, construction, development, operation, maintenance or management of the Property.

Environmental Indemnity

Without limiting any other provision of any Loan Document, the Chargor shall indemnify and pay, protect, defend and save the Chargee harmless from and against all actions, proceedings, losses, damages, liabilities, claims, demands, judgments, costs and expenses (including legal fees and disbursements on a substantial indemnity basis) (collectively "**Environmental Claims**") occurring, imposed on, made against or incurred by the Chargee arising from or relating to, directly or indirectly (whether or not disclosed by any environmental audit obtained by the Chargee prior to the initial Loan advance and whether or not caused by the Chargor or within its control): (i) any actual or alleged breach of Environmental Laws relating to or affecting the Property, (ii) the actual or alleged presence, release, discharge or disposition of any Hazardous Substance in, on, over, under, from or affecting all or part of the Property or surrounding lands, including any personal injury or property damage arising therefrom, (iii) any actual or threatened Environmental Proceeding affecting the Property including any settlement thereof, (iv) any assessment, investigation, containment, monitoring, remediation and/or removal of all Hazardous Substances from all or part of the Property or surrounding areas or otherwise complying with Environmental Laws; or (v) any breach by the Chargor of any Loan Document or Applicable Law relating to environmental matters. Notwithstanding any other Loan Document, the Chargor agrees that the Chargee shall have full and unrestricted recourse to the Chargor and all of its property and assets for all such Environmental Claims.

Representations Regarding Environmental Matters

The Property and all activities conducted thereon comply with all Environmental Laws. The Property contains no Hazardous Substances, has not been previously subject to any remediation or clean-up of Hazardous Substances and there is no prior, existing or threatened investigation, action, proceeding, notice, order, conviction, fine, judgment, claim, directive or Lien of any nature or kind against or affecting the Property or the Chargor arising under or relating to Environmental Laws (each, an "**Environmental Proceeding**"). All existing environmental assessments, audits, tests and reports relating to the Property have been delivered to the Chargee. To the best of the Chargor's knowledge and belief, there are no pending or proposed changes to Environmental Laws or any Environmental Proceedings which would render illegal or affect the present use and operation of the Property. Neither the Chargor nor any other Person has used or permitted the use of the Property to generate, manufacture, refine, treat, transport, store, handle, dispose, transfer, produce or process Hazardous Substances or as a waste disposal site.

Covenants Regarding Environmental Matters

The Chargor shall: (i) ensure that the Property and the Chargor comply with all Environmental Laws at all times; (ii) not permit any Hazardous Substance to be located, manufactured, stored, spilled, discharged or disposed of at, on or under the Property (except in the ordinary course of business of the Chargor or any tenant and in compliance with all Environmental Laws); (iii) notify the Chargee promptly of any threatened or actual Environmental Proceedings that may arise from time to time and provide particulars thereof; (iv) remediate and cure in a timely manner any non-compliance by the Property or the Chargor with Environmental Laws, including removal of any Hazardous Substances; and (v) provide the Chargee promptly upon request with such information and documents and take such other steps (all at the Chargor's expense) as may be required by the Chargee to confirm and/or ensure compliance by the Property and the Chargor with Environmental Laws.

Receiver

Upon any Event of Default, the Chargee may in its discretion, with or without entering into possession of the Property or any part thereof, by instrument in writing, appoint a "Receiver"

(which shall include a receiver, a manager or a receiver and manager) of the Property or any part thereof with or without security and may from time to time remove any Receiver with or without appointing another in his stead, and in making such appointment or appointments or removing a Receiver the Chargee shall be deemed to be acting for the Chargor (provided that no such appointment shall be revocable by the Chargor). Upon the appointment of any such Receiver from time to time, and subject to the provisions of the instrument appointing such Receiver, the following provisions shall apply: (a) such Receiver may, in the discretion of the Chargee and by writing, be vested with all or any of the rights, powers and discretions of the Chargee; (b) such Receiver, so far as concerns the responsibility for his acts or omissions, shall be deemed the agent or attorney of the Chargor and not the agent of the Chargee (unless specifically appointed by the Chargee as the agent of the Chargee); (c) neither the appointment, removal or termination of such Receiver by the Chargee nor any act or omission by such Receiver shall incur or create any liability on the part of the Chargee to the Receiver in any respect or constitute the Chargee a chargee or mortgagee in possession of the Property or any part thereof; (d) such Receiver shall be the irrevocable agent or attorney of the Chargor (unless the Chargee specifically appoints such Receiver as the agent for the Chargee) for the collection of all Rents falling due in respect of the Property or any part thereof; (e) the rights and powers conferred herein in respect of the Receiver are supplemental to and not in substitution of any other rights and powers which the Chargee may have; (f) the Chargee may from time to time fix the remuneration for such Receiver, who shall be entitled to deduct the same out of revenue or sale proceeds of the Property; (g) such Receiver shall have the power from time to time to lease any portion of the Property which may become vacant for such term (which may extend beyond the maturity date) and shall have the power to accept surrenders of or terminate any lease, in each case on such terms and conditions as it may determine in its sole discretion and in so doing, such Receiver shall act as the attorney or agent of the Chargor and shall have authority to execute under seal any lease or surrender of any such premises or notice(s) of termination in the name of and on behalf of the Chargor, and the Chargor agrees to ratify and confirm whatever any Receiver may do in the Property; (h) such Receiver may make such arrangements, at such time or times as it may deem necessary without the concurrence of any other persons, for the repairing, completing, adding to, or managing of the Property, including completing the construction of any incomplete building or buildings, structures, services or improvements on the Property, and constructing or providing for leasehold improvements notwithstanding that the resulting cost may exceed the original Principal Amount; (i) such Receiver shall have full power to manage, operate, amend, repair or alter the Property or any part thereof in the name of the Chargor for the purpose of obtaining rental and other income from the Property or any part thereof; (j) no Receiver shall be liable to the Chargor to account for monies other than monies actually received by it in respect of the Property and out of such monies so received from time to time such Receiver shall pay in the following order: (i) its remuneration aforesaid, (ii) all obligations, costs and expenses made or incurred by it, including any expenditures in connection with the management, operation, amendment, repair, construction or alteration of the Property or any part thereof or any business or undertaking carried on by the Receiver thereon, (iii) interest, principal and other monies which may be or become a Lien upon the Property from time to time in priority to this Charge, including all Realty Taxes, (iv) to the Chargee, all Loan Indebtedness and all reserves payable to the Chargee under the Promissory Note, to be applied in such order as the Chargee in its discretion shall determine, and (v) at the discretion of the Receiver, interest, principal and other monies which may from time to time constitute a Lien on the Property subsequent in priority or subordinate to the interest of the Chargee under this Charge, and such Receiver may retain in its discretion reasonable reserves to satisfy accruing amounts and anticipated payments in connection with any of the foregoing; (k) the Chargee may at any time and from time to time terminate any receivership by notice in writing to the Chargor and to any Receiver; and (l) the Chargor hereby releases and discharges the Chargee and every Receiver from every claim of every nature, whether sounding in damages for negligence or trespass or otherwise, which may arise or be caused to the Chargor or any Person claiming through or under it by reason or as a result of anything done by the Chargee or any Receiver under the provisions of this paragraph. The Chargor agrees to ratify and confirm all actions of any Receiver taken or made pursuant to this provision and agrees that neither the Receiver nor the Chargee shall be liable for any loss sustained by the Chargor or any other Person resulting from any such action or failure to act.

General

This Charge shall be subject to the terms and conditions contained in the Promissory Note, such terms and conditions being incorporated into this Charge by reference. The Chargee agrees to produce a copy of said Promissory Note upon written request, and the Chargor irrevocably consents to the production of same. In the event of any inconsistency or conflict between this Schedule, the Promissory Note, the document entitled "Charge/Mortgage" to which this Schedule is appended, and the Standard Charge Terms, the provisions of these documents shall apply in the following order of precedence to resolve any such inconsistency or conflict, the

earlier governing over the later: (i) the Promissory Note; (ii) this Schedule; (iii) the document entitled "Charge/Mortgage" to which this Schedule is appended; and (iv) the Standard Charge Terms. For clarity, in the event of any inconsistency or conflict between the provisions of the Promissory Note and provisions contained elsewhere, the provisions of the Promissory Note shall govern.

TAB I

This is Exhibit I

Referred to in the

Affidavit of Michael Lickver

Sworn October 2, 2019



A Commissioner for taking affidavits

Shaan Tolani, a Commissioner, etc.,
Province of Ontario, while a Student-at-Law.
Expires May 11, 2021.

Limited Recourse Guarantee

made by

SCOTT FITZGERALD

and

DAVID SHPILT

in favour of

AUXLY CANNABIS GROUP INC.

as of

APRIL 23, 2019

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Limited Recourse Guarantee

This Limited Recourse Guarantee is made April 23, 2019.

A. The undersigned (collectively, the "**Guarantors**") have agreed to provide Auxly Cannabis Group Inc. (the "**Lender**") with a limited recourse guarantee of the Obligations (as hereinafter defined) of 2368523 Ontario Limited (d/b/a Curative Cannabis) (the "**Obligor**");

B. In this instrument, unless something in the subject matter or context is inconsistent therewith, "**Guarantee**" means this instrument including its recitals as amended from time to time;

C. The Lender and the Obligor will enter into a cannabis supply agreement on or about the date hereof as amended from time to time (the "**Supply Agreement**").

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantors agree with the Lender as follows:

ARTICLE 1 - GUARANTEE

1.01 **Limited Recourse Guarantee**

The Guarantors hereby unconditionally, irrevocably, jointly and severally, guarantee payment of all the debts and liabilities, present or future, direct or indirect, , at any time owing by the Obligor to the Lender or remaining unpaid by the Obligor to the Lender pursuant to the promissory note made as of April 23, 2019, as amended from time to time (the "**Promissory Note**"), between the Obligor and the Lender (collectively, the "**Obligations**") provided that the recourse of the Lender against the Guarantors under this Guarantee will be limited to the Lender enforcing its rights and remedies against the security granted under the pledge agreement made as of April 23, 2019, as amended from time to time, between the Lender and the Guarantors and no recourse for any such purpose may be had nor will judgment be issued or other process levied against any other assets or rights of the Guarantors. The Guarantors will not be liable for any deficiency resulting from such enforcement or otherwise. This Section applies notwithstanding any provision in this Guarantee to the contrary.

1.02

[reserved].

1.03

[reserved].

1.04 **Obligations Absolute**

The liability of the Guarantors hereunder will be for the full amount of the Obligations without apportionment, of any kind, will be continuing, absolute and unconditional and will not be affected by any law, regulation or other event, condition or circumstance or any other act, delay, abstention or omission to act of any kind by the Obligor or any other person, that might constitute a legal or equitable defence to or a discharge, limitation or reduction of the Guarantor's Obligations hereunder, other than as a result of the indefeasible payment or extinguishment in full of the Obligations, including:

(a) the invalidity, illegality or lack of enforceability of the Obligations or any part thereof or of any agreement between the Obligor and the Lender;

(b) any impossibility, impracticability, frustration of purpose, illegality, *force majeure* or act of government;

(c) the bankruptcy, winding-up, liquidation, dissolution, moratorium, readjustment of debt or insolvency of the Obligor or any other person, including any discharge or bar against collection of any of the Obligations, or the amalgamation of or any change in the existence, structure, name, status, function, control, constitution or ownership of the Obligor, the Guarantors, the Lender or any other person;

(d) any lack or limitation of power, incapacity or disability on the part of the Obligor or of the directors, partners or agents thereof or any other irregularity, defect or informality on the part of the Obligor in its obligations to the Lender;

(e) any limitation, postponement, prohibition, subordination or other restriction on the right of the Lender to payment of the Obligations; or

(f) any interest of the Lender in any property whether as owner thereof or as holder of a security interest therein or thereon, being invalidated, voided, declared fraudulent or preferential or otherwise set aside, or by reason of any impairment of any right or recourse to collateral,

and each of the foregoing is hereby waived by the Guarantors to the fullest extent permitted under applicable law. The foregoing provisions apply and the foregoing waivers will be effective to the fullest extent permitted under applicable law even if the effect of any action or failure to take action by the Lender is to destroy or diminish the Guarantor's subrogation rights, the Guarantor's rights to proceed against the Obligor for reimbursement, the Guarantor's rights to recover contribution from any other person or any other right or remedy of the Guarantors.

ARTICLE 2 - DEALINGS WITH OBLIGOR AND OTHERS

2.01 **No Release**

The liability of the Guarantors hereunder will not be released, discharged, limited or in any way affected by anything done, suffered, permitted or omitted to be done by the Lender in connection with any duties or liabilities of the Obligor to the Lender or any security therefor including any loss of or in respect of any security received by the Lender from the Obligor or others. Without limiting the generality of the foregoing and without releasing,

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

(a) discontinue, reduce, increase or otherwise vary the credit of the Obligor in any manner whatsoever;

(b) make any change in the time, manner or place of payment under, or in any other term of, any agreement between the Obligor and the Lender or waive, in whole or in part and with or without conditions, the failure on the part of the Obligor to carry out any of its obligations under any such agreement;

(c) grant time, renewals, extensions, indulgences, releases and discharges to the Obligor or any other person;

(d) release or substitute, in whole or in part, any other guarantor of the Obligations or obtain a new guarantee of any of the Obligations from any other person;

(e) subordinate, release, take or enforce, refrain from taking or enforcing or omit to take or enforce security or collateral from the Obligor or any other person or perfect, refrain from perfecting or omit to perfect security or collateral of the Obligor or any other person, whether occasioned by the fault of the Lender or otherwise;

(f) to the extent permitted under applicable law, give or refrain from giving to the Obligor, the Guarantors or any other person notice of any sale or other disposition of any property securing any of the Obligations or any other guarantee thereof, or any notice that may be given in connection with any sale or other disposition of any such property;

(g) accept compromises from the Obligor or any other person;

(h) marshal, refrain from marshalling or omit to marshal assets;

(i) apply all money or other property at any time received from the Obligor or from its security upon such part of the Obligations as the Lender may see fit or vary any such application in whole or in part from time to time as the Lender may see fit; and

(j) otherwise deal, delay or refrain from dealing or omit to deal with the Obligor, the Guarantors and all other persons and security as the Lender may see fit and do, delay or refrain from doing or omit to do any other act or thing that under applicable law might otherwise have the effect, directly or indirectly, of releasing, discharging, limiting or otherwise affecting in whole or in part the Guarantor's liability hereunder.

2.02

[reserved].

2.03 **Prima Facie Evidence**

Any account settled or stated in writing by or between the Lender and the Obligor in respect of any Obligation will be prima facie evidence that the balance or amount thereof appearing due to the Lender is so due.

2.04 **No Set-off**

In any claim by the Lender against the Guarantors, the Guarantors may not claim or assert any set-off, counterclaim, claim or other right that either the Guarantors or the Obligor may have against the Lender or any other person.

2.05 **Continuing Guarantee**

The obligations of the Guarantors hereunder will constitute and be continuing obligations and will apply to and secure any ultimate balance due or remaining due to the Lender and will not be considered as wholly or partially satisfied by the payment or liquidation at any time of any sum of money for the time being due or remaining unpaid to the Lender. This Guarantee will continue to be effective even if at any time any payment of any of the Obligations is rendered unenforceable or is rescinded or must otherwise be returned by the Lender upon the occurrence of any action or event including the insolvency, bankruptcy or reorganization of the Obligor or the Guarantors or otherwise, all as though such payment had not been made.

ARTICLE 3 - DEMAND

3.01 **Demand**

If any Obligation is not paid for any reason whatsoever when due and payable, the Lender may treat all Obligations as due and payable and may demand forthwith from the Guarantors the total amount guaranteed hereunder whether or not such other Obligations are yet due and payable at the time of demand for payment hereunder, as well as all costs and expenses incurred by the Lender in collecting and enforcing the Obligations and enforcing this Guarantee including legal fees and disbursements on a full indemnity basis. Upon such demand the Lender may exercise its rights and remedies under the pledge agreement of even date herewith.

3.02 **Stay of Acceleration**

If acceleration of the time for payment of any amount payable by the Obligor in respect of the Obligations is stayed upon the insolvency, bankruptcy, arrangement or reorganization of the Obligor or any moratorium affecting the payment of the Obligations, all such amounts that would otherwise be subject to acceleration will nonetheless be payable by the Guarantors hereunder forthwith on the demand by the Lender.

3.03 **Interest**

Without duplication of interest accruing on the Obligations, the Guarantors will pay interest to the Lender at the rate or rates provided in the Promissory Note for such Obligations, or, in the event no such rate is provided for therein, at a rate per annum equal to the Prime Rate of the Lender, on the unpaid portion of all amounts payable by the Guarantors under this Guarantee, including all costs and expenses incurred by the Lender in collecting and enforcing

the Obligations and in enforcing this Guarantee, such interest to accrue from and including the date of demand by the Lender on the Guarantors to but excluding the date of payment thereof by the Guarantors. For the purposes of this Guarantee "**Prime Rate of the Lender**" means the rate of interest per annum established from time to time by the Lender as the reference rate of interest for the determination of interest rates that the Lender charges customers of varying degrees of credit worthiness in Canada for Canadian dollar demand loans.

ARTICLE 4 - ASSIGNMENT, POSTPONEMENT AND SUBROGATION

4.01 **Postponement**

Subject to Section 1.01 and upon a demand validly issued by the Lender in accordance with the provisions of Section 3.01, all debts and liabilities, present and future, of the Obligor to the Guarantors will be postponed to the Obligations, and all money received by the Guarantors in respect thereof will be held in trust for the Lender and forthwith upon receipt will be paid over to the Lender, the whole without in any way lessening or limiting the liability of the Guarantors hereunder and this postponement is independent of the guarantee obligations contained in this Guarantee and will remain in full force and effect until all Obligations are performed and indefeasibly paid in full.

4.02 **Subrogation**

The Guarantors will not be entitled to subrogation until (a) the Guarantors perform or makes indefeasible payment to the Lender of all amounts owing by the Guarantors to the Lender under this Guarantee, (b) the Obligations are performed and indefeasibly paid in full and (c) the Lender has no further liability to advance money to, or incur any liability on behalf of, the Obligor. Thereafter, the Lender will, at the Guarantor's request and expense, execute and deliver to the Guarantors appropriate documents, without recourse and without representation and warranty, necessary to evidence the transfer by subrogation to the Guarantors of an interest in the Obligations and any security held therefor resulting from such performance or payment by the Guarantors.

ARTICLE 5 - GENERAL

5.01 **Waiver of Notices**

The Guarantors hereby waive promptness, diligence, presentment, demand of payment, notice of acceptance and any other notice with respect to this Guarantee and the Obligations guaranteed hereunder, except for the demand pursuant to Section 3.01.

5.02 **Binding Effect of the Guarantee**

This Guarantee will be binding upon the heirs, executors, administrators, other legal representatives and successors of the Guarantors and will enure to the benefit of the Lender and its successors and assigns.

5.03 **Taxes and Gross-Up by Guarantors**

All payments by the Guarantors under this Guarantee, whether in respect of principal, interest, interest on overdue and unpaid interest, fees or any other Obligations, will be made in full without any deduction or withholding (whether in respect of duties, taxes, charges

or other similar amounts) unless the Guarantors are prohibited by applicable laws from doing so, in which event the Guarantors will:

(a) ensure that the deduction or withholding does not exceed the minimum amount legally required;

(b) increase the sum paid by it to the Lender as necessary so that after making or allowing for all required deductions and withholdings (including deductions and withholdings applicable to additional sums payable under this Section) the Lender receives an amount equal to the sum it would have received had no such deductions or withholdings been required;

(c) pay to the relevant taxation or other authorities, within the period for payment required by applicable laws, the full amount of the deduction or withholding (including the full amount of any deduction or withholding applicable to any additional sums payable under this Section); and

(d) furnish to the Lender promptly, as soon as available, an official receipt of the relevant taxation or other authorities involved for all amounts deducted or withheld as aforesaid.

5.04 **Entire Agreement**

This Guarantee and the Share Pledge Agreement, constitutes the entire agreement between the Guarantors and the Lender with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between such parties with respect thereto, including any prior guarantees (whether limited recourse or otherwise) made by the Guarantors (or any one of the Guarantors) in favour of the Lender. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties except as expressly set forth herein. .

5.05 **Financial Condition of Obligor**

The Guarantors are fully aware of the financial condition of the Obligor and acknowledges that it will receive a benefit from the Lender entering into the Promissory Note. So long as any of the Guarantor's obligations hereunder remain undischarged the Guarantors will assume sole responsibility for keeping itself informed of the financial condition of the Obligor and of all circumstances bearing upon the nature, scope and extent of the risk that the Guarantors assume or incur hereunder and the Lender will not have a duty to advise the Guarantors of information known to the Lender regarding such circumstances or risks.

5.06 **Acknowledgement of Documentation**

The Guarantors acknowledge receipt of a true and complete copy of Promissory Note and all of the terms and conditions thereof. So long as any of the Guarantor's obligations hereunder remain undischarged the Guarantors will assume sole responsibility for keeping itself informed, and requesting and obtaining copies from the Obligor or otherwise, of all amendments, modifications, supplements, restatements and replacements of the Promissory Note and the Lender will not have a duty to advise or provide copies to the Guarantors of any such amendments, modifications, supplements, restatements and replacements.

5.07 **Amendments and Waivers**

No amendment to this Guarantee will be valid or binding unless set forth in writing and duly executed by the Guarantors and the Lender. No waiver of any breach of any provision of this Guarantee will be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided in the written waiver, will be limited to the specific breach waived.

5.08 **Severability**

If any provision of this Guarantee is determined by any court of competent jurisdiction to be illegal or unenforceable, that provision will be severed from this Guarantee and the remaining provisions will continue in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either the Lender or the Guarantors.

5.09 **Notices**

Any demand, notice or other communication to be given in connection with this Guarantee must be given in writing and will be given by personal delivery, or by electronic means of communication, addressed to the Guarantors or the Lender as follows:

To the Guarantors:

Scott Fitzgerald
829 Cresthaven Crescent
London, Ontario N6K 4W4

E-Mail: scott_lfd@hotmail.com
Attention: Scott Fitzgerald

David Shpilt
3513 Homewood Lane
London, Ontario N6P 1K3

E-Mail: david@curativecannabis.ca
Attention: David Shpilt

To the Lender:

Auxly Cannabis Group Inc.
777 Richmond St. W, Suite 002
Toronto, Ontario M6J 3N5

E-Mail: legal@auxly.com

Attention: General Counsel

or such other street address, individual or electronic communication number or address as may be designated by notice given by either party to the other. Any demand, notice or other communication given by personal delivery will be conclusively deemed to have been given on the day of actual delivery thereof and, if given by electronic communication, on the day of transmittal thereof if given during the normal business hours of the recipient and on the next business day during which such normal business hours next occur if not given during such hours on any day.

5.10 **Discharge**

Unless all obligations of the Guarantors hereunder have been indefeasibly paid or performed, the Guarantors will not be discharged from any of their obligations hereunder except by a release or discharge signed in writing by the Lender. Notwithstanding the foregoing, the obligations of the Guarantors hereunder will be discharged upon full and final indefeasible payment of the Promissory Note and the termination of all Obligations and commitments thereunder.

5.11 **Remedies Cumulative**

The rights and remedies of the Lender hereunder are cumulative and are in addition to, and not in substitution for, any other rights and remedies available at law or in equity or otherwise. No single or partial exercise by the Lender of any right or remedy precludes or otherwise affects the exercise of any other right or remedy to which the Lender may be entitled.

5.12 **Governing Law**

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

5.13 **Attornment**

For the purpose of all legal proceedings this Guarantee will be deemed to have been performed in the Province of Ontario and the courts of the Province of Ontario will have

jurisdiction to entertain any action arising under this Guarantee. The Guarantors and the Lender each hereby attorn to the jurisdiction of the courts of the Province of Ontario.

5.14 **Headings**

The division of this Guarantee into Articles and Sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Guarantee. The terms "hereof", "hereunder" and similar expressions refer to this Guarantee and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles and Sections are to Articles and Sections of this Guarantee.

5.15 **Extended Meanings**

In this Guarantee words importing the singular number only include the plural and vice versa, words importing any gender include all genders and words importing persons include individuals, corporations, limited and unlimited liability companies, general and limited partnerships, associations, trusts, unincorporated organizations, joint ventures and governmental authorities. The term "including" means "including without limiting the generality of the foregoing".

5.16 **Interest Calculations and Payments**

Unless otherwise stated, wherever in this Guarantee reference is made to a rate of interest "per annum" or a similar expression is used, such interest will be calculated on the basis of a calendar year of 365 days or 366 days, as the case may be, and using the nominal rate method of calculation and not the effective rate method of calculation or on any other basis that gives effect to the principle of deemed reinvestment of interest. Interest will continue to accrue after maturity and default and/or judgment, if any, until payment thereof, and interest will accrue on overdue interest, if any.

5.17 **Interest Act (Canada)**

For the purposes of this Guarantee, whenever interest to be paid hereunder is to be calculated on the basis of 360 days or any other period of time that is less than a calendar year, the yearly rate of interest to which the rate determined pursuant to such calculation is equivalent is the rate so determined multiplied by the actual number of days in the calendar year in which the same is to be ascertained and divided by 360 or such other number of days in such period, as the case may be.

5.18 **Executed Copy**

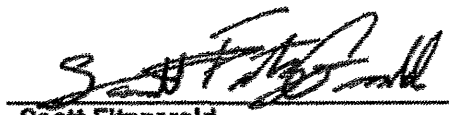
The Guarantors acknowledge receipt of a fully executed copy of this Guarantee.

IN WITNESS WHEREOF the Guarantors have signed, sealed and delivered this Guarantee.

SIGNED, SEALED AND DELIVERED)
in the presence of:)

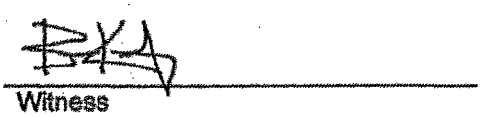


Witness



Scott Fitzgerald

SIGNED, SEALED AND DELIVERED)
in the presence of:)



Witness



David Shpilt

TAB J

This is Exhibit J

Referred to in the

Affidavit of Michael Lickver

Sworn October 2, 2019

A Commissioner for taking affidavits

Shaan Tolani, a Commissioner, etc.,
Province of Ontario, while a Student-at-Law.
Expires May 11, 2021.

Pledge Agreement

between

SCOTT FITZGERALD

and

DAVID SHPILT

and

AUXLY CANNABIS GROUP INC.

APRIL 23, 2019

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SCHEDULE A LIST OF STOCK A-1

Pledge Agreement

This Agreement is made as April 23, 2019

between

Scott Fitzgerald and **David Shpilt** individuals residing in the Province of Ontario (the "**Pledgors**" and each a "**Pledgor**"),

and

Auxly Cannabis Group Inc., a corporation incorporated under the laws of the Province of British Columbia (the "**Secured Party**").

A. The Pledgors have each entered into the Guarantee in favour of the Secured Party pursuant to which the Pledgors have, jointly and severally, guaranteed the obligations of 2368523 Ontario Ltd. (d/b/a Curative Cannabis) (the "**Debtor**") pursuant to the Promissory Note and the Debtor Security Agreements;

B. The Pledgors have agreed to grant a security interest in and pledge the Collateral to the Secured Party in order to secure the performance of its Obligations under the Guarantee;

In consideration of the premises and the covenants and agreements herein contained, the parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.01 **Definitions**

In this Agreement, unless something in the subject matter or context is inconsistent therewith:

"**Agreement**" means this agreement, including its recitals and schedules, as amended from time to time.

"**Collateral**" has the meaning set out in Section 2.01.

"**Delivery**" and the corresponding term "**Delivered**" when used with respect to Collateral means:

(i) in the case of Collateral constituting Certificated Securities, transfer thereof to the Secured Party or its nominee by physical delivery of the Security Certificates to the Secured Party or its nominee, such Collateral to be accompanied by the Transfer and Power of Attorney dated April 23, 2019 as duly executed in blank by the Pledgor; and

(ii) in each case such additional or alternative procedures as may hereafter become reasonably appropriate to grant control of, or otherwise perfect a security interest in, any Collateral in favour of the Secured Party or its nominee.

"**Debtor Security Agreements**" has the meaning given thereto in the Promissory Note.

"**Event of Default**" has the meaning set out in Section 5.01.

"**Guarantee**" means the limited recourse guarantee of the Pledgors made as of April 23, 2019 in favour of the Secured Party, as amended from time to time."**Obligations**" means all obligations and liabilities of any kind whatsoever of the Pledgors to the Secured Party in connection with or relating to the Guarantee.

"**Pledged Shares**" has the meaning set out in clause (i) of the definition of "**Stock**".

"**PPSA**" means the *Personal Property Security Act* (Ontario).

"**Promissory Note**" means the amended and restated promissory note made of as of April 23, 2019 between the Debtor and the Secured Party, as amended from time to time.

"**Promissory Note Event of Default**" means an Event of Default as that term is defined in the Promissory Note.

"**Stock**" means:

(i) all Securities, including the shares in the capital stock described in Schedule A, as such Schedule may be amended, supplemented or modified from time to time (collectively, the "**Pledged Shares**") owned by the applicable Pledgor, all Security Certificates, if any, and other instruments evidencing or representing such Pledged Shares, and all dividends, interest, distributions, cash, instruments and other property, income, profits and proceeds from time to time received or receivable upon or otherwise distributed or distributable in respect of or in exchange for any and all of the Pledged Shares;

(ii) all additional or substitute shares of capital stock or other equity interests of any class of any issuer from time to time issued to or otherwise acquired by the applicable Pledgor in any manner in respect of Pledged Shares, the Security Certificates, if any, and other instruments representing such additional or substitute shares, and all dividends, interests, distributions, cash, instruments and other property, income, profits and proceeds from time to time received or receivable upon or otherwise distributed or distributable in respect of or an exchange for any or all of such additional or substitute shares; and

(iii) to the extent not otherwise included in the foregoing, all Proceeds thereof.

The terms "Certificated Security", "Proceeds", "Securities Account", "Securities Intermediary", "Security", "Security Certificate" and "Uncertificated Security" whenever used herein have the meanings given to those terms in the PPSA.

1.02 **Headings**

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement. The terms "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles, Sections and Schedules are to Articles and Sections of and Schedules to this Agreement.

1.03 **Extended Meanings**

In this Agreement words importing the singular number only include the plural and *vice versa*, words importing any gender include all genders and words importing persons include individuals, corporations, limited and unlimited liability companies, general and limited partnerships, associations, trusts, unincorporated organizations, joint ventures and governmental authorities. The term "including" means "including without limiting the generality of the foregoing".

1.04 **Statutory References**

In this Agreement, unless something in the subject matter or context is inconsistent therewith or unless otherwise herein provided, a reference to any statute is to that statute as now enacted or as the same may from time to time be amended, re-enacted or replaced and includes any regulation made thereunder.

1.05 **Schedules**

The following are the Schedules to this Agreement:

Schedule A – List of Stock

ARTICLE 2 - GRANT OF SECURITY INTEREST AND PLEDGE

2.01 **Grant and Pledge of Collateral**

As general and continuing collateral security for the payment and performance of the Obligations, the Pledgors hereby each grant to the Secured Party, a security interest in, and pledges to the Secured Party all right, title and interest of the Pledgors in and to, the following, whether now owned or existing or hereafter from time to time acquired, by way of amalgamation or otherwise (collectively, the "**Collateral**"):

(a) all Stock; and

(b) all Proceeds in respect of the foregoing and all rights and interest of the Pledgors in respect thereof or evidenced thereby, including all money received or receivable from time to time by the Pledgors in connection with the sale of any of the foregoing.

2.02 **Security Interest Absolute**

The security interest granted hereby and all rights of the Secured Party hereunder and all obligations of the Pledgors hereunder are unconditional and absolute and independent and separate from any other security for the Obligations, whether executed by the Pledgors or any other person.

2.03 **Continuing Liability of the Pledgors**

This Agreement and the security interest granted hereby is granted as collateral security only and will not subject the Secured Party to, or transfer or in any way affect or modify,

any obligation or liability of the Pledgors with respect to any of the Collateral or any transaction in connection therewith.

2.04 **Delivery of Collateral**

All Collateral must be Delivered immediately to the Secured Party or its nominee. Upon the occurrence of an Event of Default, the Secured Party may cause all or any of the Collateral to be registered in the name of the Secured Party or its nominee.

2.05 **Subsequently Acquired Collateral**

To the extent a Pledgor acquires, by way of amalgamation or otherwise, any additional Collateral at any time or from time to time after the date hereof, such Collateral will automatically (and without any further action being required to be taken by the Secured Party) be subject to the security interest and pledge created hereby. Each Pledgor will take, or cause to be taken, as promptly as practicable and, in any event within 5 days after it obtains such additional Collateral, all steps and actions as the Secured Party deems necessary to ensure that the additional Collateral is Delivered to the Secured Party.

2.06 **Attachment**

The Pledgors acknowledge that the security interest hereby created attaches upon the execution of this Agreement (or in the case of any after acquired property, upon the date of acquisition by the Pledgors of any rights therein), that value has been given by the Secured Party and that each Pledgor has, or in the case of after acquired property will have, rights in the Collateral or the power to transfer rights in the Collateral to the Secured Party.

ARTICLE 3 - REPRESENTATIONS, WARRANTIES AND COVENANTS

3.01 **Representations and Warranties of the Pledgors**

Each Pledgor, for himself and on his behalf, represents and warrants to the Secured Party that:

(a) this Agreement constitutes a legal and valid agreement binding on the Pledgor, enforceable in accordance with its terms; the making and performance of this Agreement will not result in the breach of, constitute a default under, contravene any provision of, or result in the creation of, any lien, charge, security interest, encumbrance or any other rights of others upon any property of the Pledgor pursuant to any agreement, indenture or other instrument to which the Pledgor is a party or by which the Pledgor or any of his property may be bound or affected;

(b) the Pledgor is the legal and beneficial owner of the Collateral, free of any security interest, other than any security interest in favour of the Secured Party with full right and authority to create the security interest and to cause Delivery of the Collateral to the Secured Party pursuant hereto;

(c) no Collateral is in the possession or control of any person asserting a claim thereto or security interest therein, except that the Secured Party or its nominee or a Securities Intermediary acting on its behalf may have possession or control of the Collateral;

(d) all Collateral consisting of Pledged Shares has been duly authorized and validly issued, is outstanding as fully paid and non-assessable and, except as set forth on Schedule A, constitutes 95% of the issued and outstanding shares of capital stock or other equity interests of the respective issuers thereof;

(e) other than in favour of the Secured Party, there is no existing agreement, option, right or privilege capable of becoming an agreement or option pursuant to which the Pledgor could be required to sell or otherwise dispose of any of the Collateral; and

(f) no authorization, consent, permit or approval of, or other action by, or filing with or notice to, any governmental agency or authority, regulatory body, court, tribunal or other similar entity have jurisdiction is required in connection with the execution and delivery by the Pledgor of this Agreement and the performance of his obligations hereunder, except as may be required to perfect the security interest granted hereby or in connection with the disposition of all or any Collateral by laws affecting the offering and sale of securities generally.

3.02 **Covenants of the Pledgors**

The Pledgors covenant with the Secured Party that the Pledgors will:

(a) ensure that the representations and warranties set forth in Section 3.01 will be true and correct at all times;

(b) defend the Collateral against all claims and demands respecting the Collateral made by any person other than the Secured Party at any time and, except as otherwise provided herein, keep the Collateral free and clear of all security interests, mortgages, charges, liens and other encumbrances or interests except as approved in writing by the Secured Party prior to their creation or assumption;

(c) not sell or dispose of, transfer, relinquish or otherwise deal with any of its interest in the Collateral; and

(d) provide to the Secured Party, promptly upon request, all information and evidence the Secured Party may reasonably request concerning the Collateral to enable the Secured Party to enforce the provisions hereof.

ARTICLE 4- DEALING WITH COLLATERAL

4.01 **Rights and Duties of the Secured Party**

(1) The Secured Party may perform any of its rights and duties hereunder by or through agents and is entitled to retain counsel and to act in reliance upon the advice of such counsel concerning all matters pertaining to its rights and duties hereunder.

(2) In the holding of the Collateral, the Secured Party and any nominee on its behalf is only bound to exercise the same degree of care as it would exercise with respect to similar property of its own of similar value held in the same place. The Secured Party and any nominee on its behalf will be deemed to have exercised reasonable care with respect to the custody and preservation of the Collateral if it takes such action for that purpose as the Pledgors reasonably

requests in writing, but failure of the Secured Party or its nominee to comply with any such request will not of itself be deemed a failure to exercise reasonable care.

4.02 **Voting Rights**

(1) Subject to the provisions of Section 4.02(2), the Pledgors are entitled to exercise, either directly or, if the Collateral is registered in the name of the Secured Party or its nominee, by power of attorney or proxy, all the rights and powers of a holder of such Collateral, including the right to vote from time to time exercisable in respect of the Collateral and to give proxies, consents, ratifications and waivers in respect thereof. No such action may be taken if it would be prejudicial to the interests of the Secured Party or would violate or be inconsistent with the Guarantee or this Agreement or any other agreement relating thereto or hereto or would have the effect of reducing the value of the Collateral as security for the Obligations or imposing any restriction on the transferability of any of the Collateral.

(2) Upon the occurrence of an Event of Default and the exercise by the Secured Party of any of its rights and remedies under Section 5.01, the Secured Party may give the Pledgors a notice prohibiting the Pledgors from exercising the rights and powers of a holder of the Collateral, including the right to vote the Collateral, at which time all such rights of the Pledgors will cease immediately and the Secured Party will have the right to exercise the rights and powers related to such Collateral, including the right to vote.

4.03 **Dividends and Interest Payments**

(1) Subject to the provisions of Section 4.03(2), the Pledgors are entitled to receive all dividend payments or other distributions or interest payments in respect of the Collateral. If the Collateral has been registered in the name of the Secured Party or its nominee, the Secured Party will execute and deliver (or cause to be executed and delivered) to the Pledgors all directions and other instruments as the Pledgors may request for the purpose of enabling the Pledgors to receive the dividends or other payments that the Pledgors are authorized to receive pursuant to this Section 4.03(1).

(2) Upon the occurrence of an Event of Default and the exercise by the Secured Party of any of its rights and remedies under Section 5.01, all rights of the Pledgors pursuant to Section 4.03(1) will cease, and all such rights will thereupon become vested in the Secured Party, and the Secured Party will have the sole and exclusive right and authority to receive and retain all payments that the Pledgors would otherwise be authorized to retain pursuant to Section 4.03(1). All money and other property received by the Secured Party pursuant to the provisions of this Section 4.03(2) may be applied on account of the Obligations or may be retained by the Secured Party as additional Collateral hereunder and be applied in accordance with the provisions of this Agreement. All payments which are received by the Pledgors contrary to the provisions of this Section 4.03(2) will be held by the Pledgors in trust for the benefit of the Secured Party, will be segregated from other property or funds of the Pledgors and will be forthwith Delivered to the Secured Party or its nominee to hold as Collateral.

ARTICLE 5 - DEFAULT AND REMEDIES

5.01 **Events of Default**

The Pledgors will be in default under this Agreement upon the occurrence of any of the following events (an "**Event of Default**"):

(a) a Promissory Note Event of Default;

(b) the Pledgors do not pay to the Secured Party any sum when due;

(c) the Pledgors do not observe or perform any covenant or obligation of the Pledgors contained in this Agreement or in the Guarantee;

(d) any representation or warranty made by the Pledgors herein or in any document or certificate provided at any time to the Secured Party in connection herewith is proven to be incorrect or misleading in any material respect;

(e) the Pledgors are in default under any other agreement with the Secured Party;

(f) the Pledgors are an insolvent person within the meaning of the *Bankruptcy and Insolvency Act* (Canada) or commits or threatens to commit any act of bankruptcy;or

(g) the Collateral or any part thereof is seized or otherwise attached by anyone pursuant to any legal process or other means, including distress, execution or any other step or proceeding with similar effect, and the same is not released, bonded, satisfied, discharged or vacated within the shorter of a period of 15 days and 10 days less than such period as would permit such property or any part thereof to be sold pursuant thereto.

5.02 **Remedies**

(1) Upon and after the occurrence of an Event of Default that has not been either cured or waived in accordance with the provisions of this Agreement, (i) any or all of the Obligations will, at the option of the Secured Party, become immediately due and payable or be subject to immediate performance, as the case may be, without presentment, protest or notice of dishonour, all of which are expressly waived; (ii) the obligation, if any, of the Secured Party to extend further credit to the Pledgors will cease; any or all security granted hereby will, at the option of the Secured Party, become immediately enforceable; and in addition to any right or remedy provided by law or any other agreement, the Secured Party will have the rights and remedies set out below, all of which rights and remedies will be enforceable successively, concurrently or both:

(a) transfer any part of the Collateral into the name of the Secured Party or its nominee in accordance with Section 2.04;

(b) vote any of the Collateral (whether or not registered in the name of the Secured Party or its nominee) and give or withhold all consents, waivers and ratifications in respect thereof;

(c) exercise all rights of conversion, exchange or subscription, or any other rights, privileges or options pertaining to any of the Collateral, including the right to exchange at its discretion any of the Collateral upon the amalgamation, arrangement, merger, consolidation or other reorganization of the issuer of the Collateral, all without liability except to account for property actually received by the Secured Party;

(d) from time to time realize upon, collect, sell, transfer, assign, give options to purchase or otherwise dispose of and deliver any Collateral in such manner as may seem advisable to the Secured Party. For such purposes each requirement relating thereto and prescribed by law or otherwise is hereby waived by the Pledgors to the extent permitted by law and in any offer or sale of any of the Collateral the Secured Party is authorized to comply with any limitation or restriction in connection with such offer or sale as the Secured Party may be advised by counsel is necessary in order to avoid any violation of applicable law, or in order to obtain any required approval of the sale or of the purchase by any governmental or regulatory authority or official. Such compliance will not result in such sale being considered or deemed not to have been made in a commercially reasonable manner nor will the Secured Party be liable or accountable to the Pledgors for any discount allowed by reason of the fact that such Collateral is sold in compliance with any such limitation or restriction;

(e) purchase any of the Collateral, whether in connection with a sale made under the power of sale herein contained or pursuant to judicial proceedings or otherwise; and

(f) accept the Collateral in satisfaction of the Obligations upon notice to the Pledgors of its intention to do so in the manner required by law.

(2) The Secured Party may (i) grant extensions of time, (ii) take and perfect or abstain from taking and perfecting security, (iii) give up securities, (iv) accept compositions or compromises, (v) grant releases and discharges, and (vi) release any part of the Collateral or otherwise deal with the Pledgors, debtors of the Pledgors, sureties and others and with the Collateral and other security as the Secured Party sees fit without prejudice to the liability of the Pledgors to the Secured Party or the Secured Party's rights hereunder.

(3) The Secured Party will not be liable or responsible for any failure to seize, collect, realize, or obtain payment with respect to the Collateral and is not bound to institute proceedings or to take other steps for the purpose of seizing, collecting, realizing or obtaining possession or payment with respect to the Collateral or for the purpose of preserving any rights of the Secured Party, the Pledgors or any other person, in respect of the Collateral.

(4) The Secured Party may apply any proceeds of realization of the Collateral to payment of expenses in connection with the preservation and realization of the Collateral as above described and the Secured Party may apply any balance of such proceeds to payment of the Obligations in such order as the Secured Party sees fit. If there is any surplus remaining, the Secured Party may pay it to any person having a claim thereto in priority to the Pledgors of whom the Secured Party has knowledge and any balance remaining must be paid to the Pledgors.

5.03 **Payment of Expenses**

The Secured Party may charge on its own behalf and also pay to others all reasonable out-of-pocket expenses of the Secured Party and others, including the fees and disbursements of any Securities Intermediary, experts or advisers (including lawyers on a solicitor and client basis) retained by the Secured Party, incurred in connection with realizing, collecting, selling, transferring, delivering or obtaining payment for the Collateral, or in connection with the administration or any amendment of this Agreement or incidental to the care, safekeeping or otherwise of any Collateral. The Secured Party may deduct the amount of such expenses from any proceeds of disposition of the Collateral.

ARTICLE 6 - GENERAL

6.01 **Benefit of the Agreement**

This Agreement will enure to the benefit of and be binding upon the respective heirs, executors, administrators, other legal representatives, successors and permitted assigns of the parties.

6.02 **Entire Agreement**

This Agreement has been entered into pursuant to the provisions of the Guarantee and is subject to all the terms and conditions thereof and, if there is any conflict or inconsistency between the provisions of this Agreement and the provisions of the Guarantee, the rights and obligations of the parties will be governed by the provisions of the Guarantee. This Agreement supersede any prior understandings and agreements between the parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the Secured Party and the Pledgors with respect to the subject matter hereof other than as expressly set forth in this Agreement or in the Guarantee.

6.03 **Termination and Discharge of Pledge**

Notwithstanding any provision to the contrary in this Agreement, this Agreement and the security interest created hereunder will terminate and be discharged upon full and final indefeasible payment of the Promissory Note and the termination of all obligations and commitments thereunder. Upon such termination and discharge any Collateral then in the custody of the Secured Party or its nominee must be re delivered to the Pledgors as soon as practicable. Subject to the foregoing, the Pledgors will not be discharged from any of the Obligations or from this Agreement except by a release or discharge signed in writing by the Secured Party.

6.04 **Amendments and Waivers**

No amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by all of the parties. No waiver of any breach of any provision of this Agreement will be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided in the written waiver, will be limited to the specific breach waived.

6.05 **Assignment**

The rights of the Secured Party under this Agreement may be assigned by the Secured Party without the prior consent of the Pledgors. The Pledgors may not assign its obligations under this Agreement.

6.06 **Severability**

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability will attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof will continue in full force and effect.

6.07 **Notices**

Any demand, notice or other communication to be given in connection with this Agreement must be given in writing and may be given by personal delivery, or by electronic means of communication addressed to the recipient as follows:

To the Pledgors:

Scott Fitzgerald
829 Cresthaven Crescent,
London, Ontario N6K 4W4

E-Mail: scott_lfd@hotmail.com
Attention: Scott Fitzgerald

David Shpilt
3513 Homewood Lane,
London, Ontario N6P 1K3

E-Mail: david@currativecannabis.ca
Attention: David Shpilt

To the Secured Party:

Auxly Cannabis Group Inc.
777 Richmond St. W, Suite 002
Toronto, Ontario M6J 3N5

E-Mail: legal@auxly.com
Attention: General Counsel

or such other street address, individual or electronic communication number or address as may be designated by notice given by either party to the other. Any demand, notice or other communication given by personal delivery will be conclusively deemed to have been given on the day of actual delivery thereof and, if given by electronic communication, on the day of

transmittal thereof if given during the normal business hours of the recipient and on the next business day during which such normal business hours next occur if not given during such hours on any day.

6.08 **Additional Continuing Security**

This Agreement and the security interest, assignment and mortgage and charge granted hereby are in addition to and not in substitution for any other security now or hereafter held by the Secured Party and this Agreement is a continuing agreement and security that will remain in full force and effect until discharged by the Secured Party.

6.09 **Remedies Cumulative**

The rights and remedies of the Secured Party hereunder are cumulative and are in addition to and not in substitution for any other security now or hereafter held by the Secured Party or any other rights or remedies available at law or in equity or otherwise. No single or partial exercise by the Secured Party of any right or remedy precludes or otherwise affects the exercise of any other right or remedy to which the Secured Party may be entitled.

6.10 **Further Assurances**

The Pledgors must at its expense from time to time do, execute and deliver, or cause to be done, executed and delivered, all such financing statements, further assignments, documents, agreements, acts, matters and things as may be reasonably requested by the Secured Party for the purpose of giving effect to this Agreement or for the purpose of establishing compliance with the representations, warranties and covenants herein contained.

6.11 **Power of Attorney**

The Pledgors hereby irrevocably constitute and appoint the Secured Party and any officer or agent thereof the true and lawful attorney of the Pledgors upon the occurrence of an Event of Default, with full power of substitution, to do, make and execute all such statements, assignments, documents, agreements, acts, matters or things with the right to use the name of the Pledgors whenever and wherever the officer or agent may deem necessary or expedient and from time to time to exercise all rights and powers and to perform all acts of ownership in respect to the Collateral in accordance with this Agreement, such power being coupled with an interest.

6.12 **Indemnity**

The Pledgors hereby, jointly and severally, indemnify and agree to hold harmless the Secured Party from and against any and all claims, losses and liabilities arising out of or resulting from this Agreement (including enforcement of this Agreement), save and except for those arising from the gross negligence or wilful misconduct of the Secured Party.

6.13

[reserved]

6.14 **Governing Law**

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

6.15 **Attornment**

For the purpose of all legal proceedings this Agreement will be deemed to have been performed in the Province of Ontario and the courts of the Province of Ontario will have jurisdiction to entertain any action arising under this Agreement. The Pledgors hereby attorn to the jurisdiction of the courts of the Province of Ontario.

6.16 **Counterparts**

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument.

6.17 **Electronic Execution**

Any party may deliver an executed signature page to this Agreement by electronic transmission and such delivery will be as effective as delivery of a manually executed copy of the Agreement by such party.

6.18 **Executed Copy**

The Pledgors acknowledge receipt of a fully executed copy of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

SIGNED, SEALED AND DELIVERED)
in the presence of:)

)
)
)
Witness)

)
Scott Fitzgerald

SIGNED, SEALED AND DELIVERED)
in the presence of:)

)
)
)
Witness)

)
David Shpilt

AUXLY CANNABIS GROUP INC.

Per: _____
Name: Jeff Tung
Title: COO
c/s

SCHEDULE A
LIST OF STOCK

Pledged Share Owner	**Pledged Share Issuer**	Number/Class of Shares Owned	Number/Class of Shares Pledged	% of Shares Pledged of All Outstanding Shares
Scott Fitzgerald.	2368523 Ontario Ltd. (d/b/a Curative Cannabis)	47.5 Common Shares	47.5 Common Shares	47.5%
David Shpilt	2368523 Ontario Ltd. (d/b/a Curative Cannabis)	47.5 Common Shares	47.5 Common Shares	47.5%

TAB K

This is Exhibit K

Referred to in the

Affidavit of Michael Lickver

Sworn October 2, 2019



A Commissioner for taking affidavits

Shaan Tolani, a Commissioner, etc.,
Province of Ontario, while a Student-at-Law.
Expires May 11, 2021.

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM (ONTARIO) ENQUIRY RESULTS

Prepared for :	ONCORP - Bennett Jones - Lorie Neilson
Reference :	78222.65
Docket :	A Nelms/ln
Search ID :	739568
Date Processed :	8/28/2019 10:34:32 AM
Report Type :	PPSA Electronic Response
Search Conducted on :	2368523 ONTARIO LIMITED
Search Type :	Business Debtor

DISCLAIMER :
This report has been generated using data provided by the Personal Property Registration Branch, Ministry of Government Services, Government of Ontario. No liability is undertaken regarding its correctness, completeness, or the interpretation and use that are made of it.

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

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

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 2368523 ONTARIO LIMITED

FILE CURRENCY: August 27, 2019

RESPONSE CONTAINS: APPROXIMATELY 1 FAMILIES and 1 PAGES.

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.

THE ABOVE REPORT HAS BEEN CREATED BASED ON THE DATA PROVIDED BY THE PERSONAL PROPERTY REGISTRATION BRANCH, MINISTRY OF CONSUMER AND BUSINESS SERVICES, GOVERNMENT OF ONTARIO. NO LIABILITY IS UNDERTAKEN REGARDING ITS CORRECTNESS, COMPLETENESS, OR THE INTERPRETATION AND USE THAT ARE MADE OF IT.

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 2368523 ONTARIO LIMITED

FILE CURRENCY: August 27, 2019

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 1 ENQUIRY PAGE : 1 OF 1

SEARCH : BD : 2368523 ONTARIO LIMITED

00 FILE NUMBER : 750253968 EXPIRY DATE : 17APR 2024 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20190417 1444 9234 6199 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : IND NAME:
03 BUS NAME: 2368523 ONTARIO LIMITED
OCN :
04 ADDRESS : 10078 LONGWOODS ROAD
CITY : CHATHAM PROV: ON POSTAL CODE: N7M 5J1
05 IND DOB : IND NAME:
06 BUS NAME: 2368523 ONTARIO LIMITED
OCN :
07 ADDRESS : 3613 HOMEWOOD LANE
CITY : LONDON PROV: ON POSTAL CODE: N6P 1K3

08 SECURED PARTY/LIEN CLAIMANT :
AUXLY CANNABIS GROUP INC.
09 ADDRESS : 777 RICHMOND ST. W, UNIT 002
CITY : TORONTO PROV: ON POSTAL CODE: M6J 0C2

	CONS. GOODS	INVTRY.	EQUIP	ACCTS	OTHER	MV INCL	AMOUNT	DATE OF MATURITY	OR NO FIXED MAT DATE
10		X		X		X			

	YEAR	MAKE	MODEL	V.I.N.
11				

12
GENERAL COLLATERAL DESCRIPTION
13
14
15
16 AGENT: MCCARTHY TETRAULT LLP (V. ZED)
17 ADDRESS : 5300-TORONTO DOMINION BANK TOWER
CITY : TORONTO PROV: ON POSTAL CODE: M5K 1E6
LAST SCREEN

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

TAB L

This is Exhibit L

Referred to in the

Affidavit of Michael Lickver

Sworn October 2, 2019



A Commissioner for taking affidavits

Shaan Tolani, a Commissioner, etc.,
Province of Ontario, while a Student-at-Law.
Expires May 11, 2021.

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM (ONTARIO) ENQUIRY RESULTS

Prepared for :	ONCORP - Bennett Jones - Lorie Neilson
Reference :	78222.65
Docket :	A Payne/ln
Search ID :	743307
Date Processed :	10/1/2019 9:24:31 AM
Report Type :	PPSA Electronic Response
Search Conducted on :	DAVID SHPILT
Search Type :	Individual Non Specific

DISCLAIMER :
This report has been generated using data provided by the Personal Property Registration Branch, Ministry of Government Services, Government of Ontario. No liability is undertaken regarding its correctness, completeness, or the interpretation and use that are made of it.

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

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

TYPE OF SEARCH: INDIVIDUAL NON-SPECIFIC

CONDUCTED ON: DAVID SHPILT

FILE CURRENCY: September 30, 2019

RESPONSE CONTAINS: APPROXIMATELY 8 FAMILIES and 15 PAGES.

THE ABOVE REPORT HAS BEEN CREATED BASED ON THE DATA PROVIDED BY THE PERSONAL PROPERTY REGISTRATION BRANCH, MINISTRY OF CONSUMER AND BUSINESS SERVICES, GOVERNMENT OF ONTARIO. NO LIABILITY IS UNDERTAKEN REGARDING ITS CORRECTNESS, COMPLETENESS, OR THE INTERPRETATION AND USE THAT ARE MADE OF IT.

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: INDIVIDUAL NON-SPECIFIC

CONDUCTED ON: DAVID SHPILT

FILE CURRENCY: September 30, 2019

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 8 ENQUIRY PAGE : 1 OF 15

SEARCH : IN : DAVID;SHPILT

00 FILE NUMBER : 744487443 EXPIRY DATE : 04OCT 2019 STATUS :
01 CAUTION FILING : PAGE : 001 OF 002 MV SCHEDULE ATTACHED :
REG NUM : 20181004 1320 1862 3620 REG TYP: P PPSA REG PERIOD: 1
02 IND DOB : IND NAME: DAVID SHPILT
03 BUS NAME:
OCN :
04 ADDRESS : 3513 HOMEWOOD LANE
CITY : LONDON PROV: ON POSTAL CODE: N6P 1K3
05 IND DOB : IND NAME: PAMELA ATKINSON
06 BUS NAME:
OCN :
07 ADDRESS : 3513 HOMEWOOD LANE
CITY : LONDON PROV: ON POSTAL CODE: N6P 1K3

08 SECURED PARTY/LIEN CLAIMANT :
689643 ONTARIO INC.
09 ADDRESS : 458 MELROSE AVENUE
CITY : TORONTO PROV: ON POSTAL CODE: M5M 1Z9

CONS. GOODS	INVTRY.	EQUIP	ACCTS	OTHER	MV INCL	AMOUNT	DATE OF MATURITY	OR NO FIXED MAT DATE
10	X	X	X	X	X			X

YEAR MAKE MODEL V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13
14
15
16 AGENT: GROPPER LAW PROFESSIONAL CORP.
17 ADDRESS : 2345 YONGE STREET, SUITE 302
CITY : TORONTO PROV: ON POSTAL CODE: M4P 2E5

CONTINUED

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

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: INDIVIDUAL NON-SPECIFIC

CONDUCTED ON: DAVID SHPILT

FILE CURRENCY: September 30, 2019

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 8 ENQUIRY PAGE : 2 OF 15

SEARCH : IN : DAVID;SHPILT

00 FILE NUMBER : 744487443 EXPIRY DATE : 04OCT 2019 STATUS :
01 CAUTION FILING : PAGE : 002 OF 002 MV SCHEDULE ATTACHED :
REG NUM : 20181004 1320 1862 3620 REG TYP: REG PERIOD:
02 IND DOB : IND NAME:
03 BUS NAME: PEE DEE INVESTMENTS LTD.
OCN :
04 ADDRESS : 3513 HOMEWOOD LANE
CITY : LONDON PROV: ON POSTAL CODE: N6P 1K3
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
CITY : PROV: POSTAL CODE:
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10
YEAR MAKE MODEL V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13
14
15
16 AGENT:
17 ADDRESS :
CITY : PROV: POSTAL CODE:

END OF FAMILY

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

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: INDIVIDUAL NON-SPECIFIC

CONDUCTED ON: DAVID SHPILT

FILE CURRENCY: September 30, 2019

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 2 OF 8 ENQUIRY PAGE : 3 OF 15

SEARCH : IN : DAVID;SHPILT

00 FILE NUMBER : 747687186 EXPIRY DATE : 18JAN 2022 STATUS :
01 CAUTION FILING : PAGE : 001 OF 002 MV SCHEDULE ATTACHED :
REG NUM : 20190118 1409 1862 0917 REG TYP: P PPSA REG PERIOD: 3
02 IND DOB : 15JUN1979 IND NAME: DAVID SHPILT
03 BUS NAME:
OCN :
04 ADDRESS : 3513 HOMEWOOD LANE
CITY : LONDON PROV: ON POSTAL CODE: N6P 1K3
05 IND DOB : IND NAME:
06 BUS NAME: PEE DEE INVESTMENTS LTD.
OCN : 1690489
07 ADDRESS : 3623 HOMEWOOD LANE
CITY : LONDON PROV: ON POSTAL CODE: N6P 1K3

08 SECURED PARTY/LIEN CLAIMANT :
MARCOS SOBERANO
09 ADDRESS : 2345 YONGE STREET, SUITE 302
CITY : TORONTO PROV: ON POSTAL CODE: M4P 2E5
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X X
YEAR MAKE MODEL V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13
14
15
16 AGENT: GROPPER LAW PROFESSIONAL CORP.
17 ADDRESS : 2345 YONGE STREET, SUITE 302
CITY : TORONTO PROV: ON POSTAL CODE: M4P 2E5

CONTINUED

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

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: INDIVIDUAL NON-SPECIFIC

CONDUCTED ON: DAVID SHPILT

FILE CURRENCY: September 30, 2019

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 2 OF 8 ENQUIRY PAGE : 4 OF 15

SEARCH : IN : DAVID;SHPILT

00 FILE NUMBER : 747687186 EXPIRY DATE : 18JAN 2022 STATUS :
01 CAUTION FILING : PAGE : 002 OF 002 MV SCHEDULE ATTACHED :
REG NUM : 20190118 1409 1862 0917 REG TYP: REG PERIOD:
02 IND DOB : 23AUG1964 IND NAME: PAMELA ATKINSON
03 BUS NAME:
OCN :
04 ADDRESS : 3513 HOMEWOOD LANE
CITY : LONDON PROV: ON POSTAL CODE: N6P 1K3
05 IND DOB : IND NAME: SCOTT FITZGERALD
06 BUS NAME:
OCN :
07 ADDRESS : 829 CRESTHAVEN CRESCENT
CITY : LONDON PROV: ON POSTAL CODE: N6K 4W4

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
CITY : PROV: POSTAL CODE:
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10
YEAR MAKE MODEL V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13
14
15
16 AGENT:
17 ADDRESS :
CITY : PROV: POSTAL CODE:

END OF FAMILY

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

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: INDIVIDUAL NON-SPECIFIC

CONDUCTED ON: DAVID SHPILT

FILE CURRENCY: September 30, 2019

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 3 OF 8 ENQUIRY PAGE : 5 OF 15

SEARCH : IN : DAVID;SHPILT

00 FILE NUMBER : 710818641 EXPIRY DATE : 13OCT 2019 STATUS :
01 CAUTION FILING : PAGE : 01 OF 003 MV SCHEDULE ATTACHED :
REG NUM : 20151013 1709 1462 1124 REG TYP: P PPSA REG PERIOD: 4
02 IND DOB : IND NAME:
03 BUS NAME: THE LONGEVITY PROJECT CORP
OCN :
04 ADDRESS : 2758 BUR OAK AVENUE, #2
CITY : MARKHAM PROV: ON POSTAL CODE: L6B1K6
05 IND DOB : 16JUN1979 IND NAME: DAVID SHPILT
06 BUS NAME:
OCN :
07 ADDRESS : 3513 HOMEWOOD LANE
CITY : LONDON PROV: ON POSTAL CODE: N6P1K3

08 SECURED PARTY/LIEN CLAIMANT :
MULTISOURCE CAPITAL CORPORATION
09 ADDRESS : 1220 YONGE STREET. STE 201
CITY : TORONTO PROV: ON POSTAL CODE: M4T1W1
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X
YEAR MAKE MODEL V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13 1- AFICIO SP 5210SF COPIER AND ALL ACCESSORIES, ACCESSIONS &
14 SUBSTITUTIONS.
15
16 AGENT: MULTISOURCE CAPITAL CORPORATION
17 ADDRESS : 1220 YONGE STREET. STE 201
CITY : TORONTO PROV: ON POSTAL CODE: M4T1W1

CONTINUED

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

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: INDIVIDUAL NON-SPECIFIC

CONDUCTED ON: DAVID SHPILT

FILE CURRENCY: September 30, 2019

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 3 OF 8 ENQUIRY PAGE : 6 OF 15

SEARCH : IN : DAVID;SHPILT

00 FILE NUMBER : 710818641 EXPIRY DATE : 13OCT 2019 STATUS :
01 CAUTION FILING : PAGE : 02 OF 003 MV SCHEDULE ATTACHED :
REG NUM : 20151013 1709 1462 1124 REG TYP: P PPSA REG PERIOD: 4
02 IND DOB : 19AUG1978 IND NAME: SCOTT D FITZ GERALD
03 BUS NAME:
OCN :
04 ADDRESS : 829 CRESTHAVEN CRESCENT
CITY : LONDON PROV: ON POSTAL CODE: N6K4W4
05 IND DOB : 19AUG1978 IND NAME: SCOTT J FITZ GERALD
06 BUS NAME:
OCN :
07 ADDRESS : 829 CRESTHAVEN CRESCENT
CITY : LONDON PROV: ON POSTAL CODE: N6K4W4

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
CITY : PROV: POSTAL CODE:
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10
YEAR MAKE MODEL V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13
14
15
16 AGENT: MULTISOURCE CAPITAL CORPORATION
17 ADDRESS : 1220 YONGE STREET. STE 201
CITY : TORONTO PROV: ON POSTAL CODE: M4T1W1

CONTINUED

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

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: INDIVIDUAL NON-SPECIFIC

CONDUCTED ON: DAVID SHPILT

FILE CURRENCY: September 30, 2019

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 3 OF 8 ENQUIRY PAGE : 7 OF 15

SEARCH : IN : DAVID;SHPILT

00 FILE NUMBER : 710818641 EXPIRY DATE : 13OCT 2019 STATUS :
01 CAUTION FILING : PAGE : 03 OF 003 MV SCHEDULE ATTACHED :
REG NUM : 20151013 1709 1462 1124 REG TYP: P PPSA REG PERIOD: 4
02 IND DOB : 19AUG1978 IND NAME: SCOTT D FITZGERALD
03 BUS NAME:
OCN :
04 ADDRESS : 829 CRESTHAVEN CRESCENT
CITY : LONDON PROV: ON POSTAL CODE: N6K4W4
05 IND DOB : 19AUG1978 IND NAME: SCOTT J FITZGERALD
06 BUS NAME:
OCN :
07 ADDRESS : 829 CRESTHAVEN CRESCENT
CITY : LONDON PROV: ON POSTAL CODE: N6K4W4

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
CITY : PROV: POSTAL CODE:
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10
YEAR MAKE MODEL V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13
14
15
16 AGENT: MULTISOURCE CAPITAL CORPORATION
17 ADDRESS : 1220 YONGE STREET. STE 201
CITY : TORONTO PROV: ON POSTAL CODE: M4T1W1

END OF FAMILY

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

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: INDIVIDUAL NON-SPECIFIC

CONDUCTED ON: DAVID SHPILT

FILE CURRENCY: September 30, 2019

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 4 OF 8 ENQUIRY PAGE : 8 OF 15

SEARCH : IN : DAVID;SHPILT

00 FILE NUMBER : 715113261 EXPIRY DATE : 29MAR 2021 STATUS :
01 CAUTION FILING : PAGE : 001 OF 2 MV SCHEDULE ATTACHED :
REG NUM : 20160329 1238 6005 6773 REG TYP: P PPSA REG PERIOD: 05
02 IND DOB : IND NAME:
03 BUS NAME: THE LONGEVITY PROJECT CORP.
OCN :
04 ADDRESS : 29 KILWORTH PARK DR
CITY : KOMOKA PROV: ON POSTAL CODE: N0L 1R0
05 IND DOB : 19AUG1978 IND NAME: SCOTT D FITZGERALD
06 BUS NAME:
OCN :
07 ADDRESS : 29 KILWORTH PARK DR
CITY : KOMOKA PROV: ON POSTAL CODE: N0L 1R0

08 SECURED PARTY/LIEN CLAIMANT :
NATIONAL LEASING GROUP INC.
09 ADDRESS : 1525 BUFFALO PLACE
CITY : WINNIPEG PROV: MB POSTAL CODE: R3T 1L9
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X
YEAR MAKE MODEL V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13 ALL PHOTOCOPIER OF EVERY NATURE OR KIND DESCRIBED IN AGREEMENT NUMBER
14 2755122, BETWEEN EASYLEASE CORP., AS ORIGINAL SECURED PARTY AND THE
15 DEBTOR, WHICH LEASE WAS ASSIGNED BY THE ORIGINAL SECURED PARTY TO THE
16 AGENT:
17 ADDRESS :
CITY : PROV: POSTAL CODE:

CONTINUED

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

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: INDIVIDUAL NON-SPECIFIC

CONDUCTED ON: DAVID SHPILT

FILE CURRENCY: September 30, 2019

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 4 OF 8 ENQUIRY PAGE : 9 OF 15

SEARCH : IN : DAVID;SHPILT

00 FILE NUMBER : 715113261 EXPIRY DATE : 29MAR 2021 STATUS :
01 CAUTION FILING : PAGE : 002 OF 2 MV SCHEDULE ATTACHED :
REG NUM : 20160329 1238 6005 6773 REG TYP: REG PERIOD:
02 IND DOB : 16JUN1979 IND NAME: DAVID SHPILT
03 BUS NAME:
OCN :
04 ADDRESS : 29 KILWORTH PARK DR
CITY : KOMOKA PROV: ON POSTAL CODE: N0L 1R0
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
CITY : PROV: POSTAL CODE:
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10
YEAR MAKE MODEL V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13 SECURED PARTY, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL
14 ATTACHMENTS, ACCESSORIES AND SUBSTITUTIONS.
15
16 AGENT:
17 ADDRESS :
CITY : PROV: POSTAL CODE:

END OF FAMILY

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

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: INDIVIDUAL NON-SPECIFIC

CONDUCTED ON: DAVID SHPILT

FILE CURRENCY: September 30, 2019

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 5 OF 8 ENQUIRY PAGE : 10 OF 15

SEARCH : IN : DAVID;SHPILT

00 FILE NUMBER : 716343129 EXPIRY DATE : 04MAY 2021 STATUS :
01 CAUTION FILING : PAGE : 01 OF 001 MV SCHEDULE ATTACHED :
REG NUM : 20160504 1937 1531 1573 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : 01AUG1960 IND NAME: DAWN L SIMONS
03 BUS NAME:
OCN :
04 ADDRESS : 347 PRINCESS AVE
CITY : LONDON PROV: ON POSTAL CODE: N6B 2A7
05 IND DOB : 01AUG1960 IND NAME: DAWN SIMMONS
06 BUS NAME:
OCN :
07 ADDRESS : 347 PRINCESS AVE
CITY : LONDON PROV: ON POSTAL CODE: N6B 2A7

08 SECURED PARTY/LIEN CLAIMANT :
VW CREDIT CANADA INC.
09 ADDRESS : 4865 MARC-BLAIN ST., SUITE 300
CITY : ST. LAURENT PROV: QC POSTAL CODE: H4R 3B2

CONS. GOODS	INVTRY.	EQUIP	ACCTS	OTHER	MV INCL	AMOUNT	DATE OF MATURITY	OR NO FIXED MAT DATE
10 X				X	X	44886	30APR2020	

YEAR	MAKE	MODEL	V.I.N.
11 2016	AUDI	A3 KOMFORT	WAU78LFF8G1088558

12
GENERAL COLLATERAL DESCRIPTION
13
14
15
16 AGENT: CANADIAN SECURITIES REGISTRATION SYSTEMS
17 ADDRESS : 4126 NORLAND AVENUE
CITY : BURNABY PROV: BC POSTAL CODE: V5G 3S8

CONTINUED

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

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: INDIVIDUAL NON-SPECIFIC

CONDUCTED ON: DAVID SHPILT

FILE CURRENCY: September 30, 2019

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 5 OF 8 ENQUIRY PAGE : 11 OF 15

SEARCH : IN : DAVID;SHPILT
FILE NUMBER 716343129
PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 01 OF 001 MV SCHED: 20160802 1040 1529 0214
21 REFERENCE FILE NUMBER : 716343129
22 AMEND PAGE: NO PAGE: X CHANGE: E TRNSFER REN YEARS: CORR PER:
23 REFERENCE DEBTOR/ IND NAME: DAWN L SIMONS
24 TRANSFEROR: BUS NAME:

25 OTHER CHANGE:
26 REASON:
27 /DESCR:
28 :
02/05 IND/TRANSFEREE: 16JUN1979 DAVID SHPILT
03/06 BUS NAME/TRFEE:
OCN:
04/07 ADDRESS: 3513 HOMEWOOD LANE
CITY: LONDON PROV: ON POSTAL CODE: N6P 1K3

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :
CONS. MV DATE OF NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE
10
11
12
13
14
15
16 NAME : CANADIAN SECURITIES REGISTRATION SYSTEMS
17 ADDRESS : 4126 NORLAND AVENUE
CITY : BURNABY PROV : BC POSTAL CODE : V5G 3S8

END OF FAMILY

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

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: INDIVIDUAL NON-SPECIFIC

CONDUCTED ON: DAVID SHPILT

FILE CURRENCY: September 30, 2019

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 6 OF 8 ENQUIRY PAGE : 12 OF 15

SEARCH : IN : DAVID;SHPILT

00 FILE NUMBER : 730758069 EXPIRY DATE : 10AUG 2022 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20170810 1448 9234 1367 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : 16JUN1979 IND NAME: DAVID SHPILT
03 BUS NAME:
OCN :
04 ADDRESS : 3513 HOMEWOOD LANE
CITY : LONDON PROV: ON POSTAL CODE: N6P 1K3
05 IND DOB : 19AUG1978 IND NAME: SCOTT D FITZGERALD
06 BUS NAME:
OCN :
07 ADDRESS : 829 CRESTHAVEN CRESCENT
CITY : LONDON PROV: ON POSTAL CODE: N6K 4W4

08 SECURED PARTY/LIEN CLAIMANT :
CANNABIS WHEATON INCOME CORP.
09 ADDRESS : 777 RICHMOND ST. WEST, SUITE #002
CITY : TORONTO PROV: ON POSTAL CODE: M6J 3N5
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X X
YEAR MAKE MODEL V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13
14
15
16 AGENT: BENNETT JONES LLP (FICHTER/78222-1/OD)
17 ADDRESS : 3400-1 FIRST CANADIAN PLACE
CITY : TORONTO PROV: ON POSTAL CODE: M5X 1A4

END OF FAMILY

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

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: INDIVIDUAL NON-SPECIFIC

CONDUCTED ON: DAVID SHPILT

FILE CURRENCY: September 30, 2019

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 7 OF 8 ENQUIRY PAGE : 13 OF 15

SEARCH : IN : DAVID;SHPILT

00 FILE NUMBER : 733564566 EXPIRY DATE : 01NOV 2020 STATUS :
01 CAUTION FILING : PAGE : 001 OF 002 MV SCHEDULE ATTACHED :
REG NUM : 20171101 1632 1862 8063 REG TYP: P PPSA REG PERIOD: 3
02 IND DOB : IND NAME:
03 BUS NAME: PEE DEE INVESTMENTS LTD.
OCN : 1690489
04 ADDRESS : 3623 HOMEWOOD LANE
CITY : LONDON PROV: ON POSTAL CODE: N6P 1K3
05 IND DOB : 16JUN1979 IND NAME: DAVID SHPILT
06 BUS NAME:
OCN :
07 ADDRESS : 3513 HOMEWOOD LANE
CITY : LONDON PROV: ON POSTAL CODE: N6P 1K3

08 SECURED PARTY/LIEN CLAIMANT :
683643 ONTARIO INC.
09 ADDRESS : 458 MELROSE AVENUE
CITY : TORONTO PROV: ON POSTAL CODE: M5M 1Z9
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X
YEAR MAKE MODEL V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13
14
15
16 AGENT: GROPPER LAW PROFESSIONAL CORPORATION
17 ADDRESS : 300-261 DAVENPORT ROAD
CITY : TORONTO PROV: ON POSTAL CODE: M5R 1K3

CONTINUED

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

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: INDIVIDUAL NON-SPECIFIC

CONDUCTED ON: DAVID SHPILT

FILE CURRENCY: September 30, 2019

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 7 OF 8 ENQUIRY PAGE : 14 OF 15

SEARCH : IN : DAVID;SHPILT

00 FILE NUMBER : 733564566 EXPIRY DATE : 01NOV 2020 STATUS :
01 CAUTION FILING : PAGE : 002 OF 002 MV SCHEDULE ATTACHED :
REG NUM : 20171101 1632 1862 8063 REG TYP: REG PERIOD:
02 IND DOB : 24AUG1964 IND NAME: PAMELA ATKINSON
03 BUS NAME:
OCN :
04 ADDRESS : 3513 HOMEWOOD LANE
CITY : LONDON PROV: ON POSTAL CODE: N6P 1K3
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
CITY : PROV: POSTAL CODE:
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10
YEAR MAKE MODEL V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
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14
15
16 AGENT:
17 ADDRESS :
CITY : PROV: POSTAL CODE:

END OF FAMILY

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

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: INDIVIDUAL NON-SPECIFIC

CONDUCTED ON: DAVID SHPILT

FILE CURRENCY: September 30, 2019

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 8 OF 8 ENQUIRY PAGE : 15 OF 15

SEARCH : IN : DAVID;SHPILT

00 FILE NUMBER : 751077018 EXPIRY DATE : 10MAY 2024 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20190510 0947 9234 6423 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : 16JUN1979 IND NAME: DAVID SHPILT
03 BUS NAME:
OCN :
04 ADDRESS : 3513 HOMEWOOD LANE
CITY : LONDON PROV: ON POSTAL CODE: N6P 1K3
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
AUXLY CANNABIS GROUP INC.
09 ADDRESS : 777 RICHMOND ST. W, SUITE 002
CITY : TORONTO PROV: ON POSTAL CODE: M6J 3N5

CONS. GOODS	INVTRY.	EQUIP	ACCTS	OTHER	MV INCL	AMOUNT	DATE OF MATURITY	OR NO FIXED MAT DATE
10		X		X				

YEAR MAKE MODEL V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13 THE DEBTOR PLEDGES 47.5 COMMON SHARES OF 2368523 ONTARIO LTD. PLEDGED
14 IN FAVOUR OF THE SECURED PARTY.
15
16 AGENT: MCCARTHY TETRAULT LLP (V. ZED)
17 ADDRESS : 5300-TORONTO DOMINION BANK TOWER
CITY : TORONTO PROV: ON POSTAL CODE: M5K 1E6
LAST SCREEN

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

TAB M

This is Exhibit M

Referred to in the

Affidavit of Michael Lickver

Sworn October 2, 2019

A Commissioner for taking affidavits

Shaan Tolani, a Commissioner, etc.,
Province of Ontario, while a Student-at-Law.
Expires May 11, 2021.

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM (ONTARIO) ENQUIRY RESULTS

oncorp

A Service Provider under Contract with the Ministry of Government Services

Prepared for :	ONCORP - Bennett Jones - Lorie Neilson
Reference :	78222.65
Docket :	A Payne/ln
Search ID :	743308
Date Processed :	01 Oct 2019
Report Type :	PPSA Electronic Response
Search Conducted on :	SCOTT FITZGERALD
Search Type :	Individual Non-Specific

DISCLAIMER :
This report has been generated using data provided by the Personal Property Registration System, Ministry of Government Services, Government of Ontario. No liability is undertaken regarding its correctness, completeness, or the interpretation and use that are made of it.

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

RUN NUMBER : 274
RUN DATE : 2019/10/01
ID : 20191001093650.27

REPORT : PSSR060
PAGE : 1

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

TYPE OF SEARCH : INDIVIDUAL NON-SPECIFIC
SEARCH CONDUCTED ON : FIRST GIVEN NAME : SCOTT
SURNAME : FITZGERALD
FILE CURRENCY : 30SEP 2019

ENQUIRY NUMBER 20191001093650.27 CONTAINS 46 PAGE(S), 20 FAMILY(IES).

ONCORP - BENNETT JONES - LORIE NEILSON
3400-1 FIRST CANADIAN PLACE, PO BOX 130
TORONTO ON M5X 1A4

CONTINUED... 2

PROVINCE OF ONTARIO

RUN NUMBER : 274 MINISTRY OF GOVERNMENT SERVICES REPORT : PSSR060

RUN DATE : 2019/10/01 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 2

ID : 20191001093650.27 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : INDIVIDUAL NON-SPECIFIC

SEARCH CONDUCTED ON : SCOTT;FITZGERALD

FILE CURRENCY : 30SEP 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER								
00	754706835								
	CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER		REGISTERED UNDER	REGISTRATION PERIOD	
01		001	1		20190823 0955 1532 3812		P PPSA	04	
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
02	DEBTOR	23NOV1981	SCOTT	R	FITZGERALD				
03	NAME	BUSINESS NAME							
							ONTARIO CORPORATION NO.		
04		ADDRESS	307-20 SCRIVENER SQ		TORONTO		ON	M4W 3X9	
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
05	DEBTOR								
06	NAME	BUSINESS NAME							
							ONTARIO CORPORATION NO.		
07		ADDRESS							
08	SECURED PARTY / LIEN CLAIMANT		TOYOTA CREDIT CANADA INC.						
09		ADDRESS	80 MICRO COURT		MARKHAM		ON	L3R 9Z5	

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
X		X		X	X		19AUG2023		

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR	2019	SUBARU	FOR-KJ2PE	JF2SKEWC5KH567277
12 VEHICLE				
13 GENERAL				
14 COLLATERAL				
15 DESCRIPTION				

16	REGISTERING AGENT	D + H LIMITED PARTNERSHIP			
17	ADDRESS	2 ROBERT SPECK PARKWAY, 15TH FLOOR	MISSISSAUGA	ON	L4Z 1H8

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

CONTINUED... 3

PROVINCE OF ONTARIO
RUN NUMBER : 274 MINISTRY OF GOVERNMENT SERVICES REPORT : PSSR060
RUN DATE : 2019/10/01 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 3
ID : 20191001093650.27 ENQUIRY SEARCH RESPONSE
TYPE OF SEARCH : INDIVIDUAL NON-SPECIFIC
SEARCH CONDUCTED ON : SCOTT;FITZGERALD
FILE CURRENCY : 30SEP 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER									
00	751722075									
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER		REGISTERED UNDER	REGISTRATION PERIOD	
01		001		2		20190529 1529 1532 6679		P PPSA	06	
	DATE OF BIRTH	FIRST GIVEN NAME			INITIAL	SURNAME				
02	DEBTOR 19AUG1978	SCOTT			D	FITZ GERALD				
03	NAME BUSINESS NAME									
								ONTARIO CORPORATION NO.		
04	ADDRESS	829 CRESTHAVEN CRESCENT				LONDON			ON	N6K4W4
	DATE OF BIRTH	FIRST GIVEN NAME			INITIAL	SURNAME				
05	DEBTOR 19AUG1978	SCOTT			J	FITZ GERALD				
06	NAME BUSINESS NAME									
								ONTARIO CORPORATION NO.		
07	ADDRESS	829 CRESTHAVEN CRESCENT				LONDON			ON	N6K4W4
08	SECURED PARTY / LIEN CLAIMANT	MERCEDES-BENZ FINANCIAL								
09	ADDRESS	2680 MATHESON BLVD. E. STE 500				MISSISSAUGA			ON	L4W0A5
	COLLATERAL CLASSIFICATION									
	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR NO FIXED MATURITY DATE		
10	X	X			X	X	159660.45	28MAY2025		
	YEAR	MAKE			MODEL		V.I.N.			
11	MOTOR 2019	MERCEDES-BENZ			S63 4M		WDDUG8JB3KA486463			
12	VEHICLE									
13	GENERAL	THE FULL DEBTOR NAME IS - SCOTT DAVID FITZ GERALD								
14	COLLATERAL									
15	DESCRIPTION									
16	REGISTERING AGENT	D + H LIMITED PARTNERSHIP								
17	ADDRESS	2 ROBERT SPECK PARKWAY, 15TH FLOOR				MISSISSAUGA			ON	L4Z 1H8

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

CONTINUED... 4

PROVINCE OF ONTARIO

RUN NUMBER : 274 MINISTRY OF GOVERNMENT SERVICES REPORT : PSSR060

RUN DATE : 2019/10/01 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 4

ID : 20191001093650.27 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : INDIVIDUAL NON-SPECIFIC

SEARCH CONDUCTED ON : SCOTT;FITZGERALD

FILE CURRENCY : 30SEP 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER							
00	751722075							
	CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		002	2		20190529 1529 1532 6679			
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
02	DEBTOR	19AUG1978	SCOTT		FITZGERALD			
03	NAME	BUSINESS NAME						
						ONTARIO CORPORATION NO.		
04		ADDRESS	829 CRESTHAVEN CRESCENT		LONDON		ON	N6K4W4
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
05	DEBTOR							
06	NAME	BUSINESS NAME						
						ONTARIO CORPORATION NO.		
07		ADDRESS						
08	SECURED PARTY / LIEN CLAIMANT		MERCEDES-BENZ FINANCIAL SERVICES CANADA CORPORATION					
09		ADDRESS	2680 MATHESON BLVD. E. STE 500		MISSISSAUGA		ON	L4W0A5

COLLATERAL CLASSIFICATION

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

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			
13	GENERAL			
14	COLLATERAL			
15	DESCRIPTION			
16	REGISTERING AGENT			
17		ADDRESS		

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

CONTINUED... 5

PROVINCE OF ONTARIO

RUN NUMBER : 274 — MINISTRY OF GOVERNMENT SERVICES — REPORT : PSSR060

RUN DATE : 2019/10/01 — PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM — PAGE : 5

ID : 20191001093650.27 — ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : INDIVIDUAL NON-SPECIFIC

SEARCH CONDUCTED ON : SCOTT;FITZGERALD

FILE CURRENCY : 30SEP 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER									
00	751077054									
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER		REGISTERED UNDER		REGISTRATION PERIOD
01		001		1		20190510 0947 9234 6424		P	PPSA	5
	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME				
02	DEBTOR 19AUG1978		SCOTT		D	FITZGERALD				
03	NAME	BUSINESS NAME								
								ONTARIO CORPORATION NO.		
04		ADDRESS	829 CRESTHAVEN CRESCENT				LONDON		ON	N6K 4W4
	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME				
05	DEBTOR									
06	NAME	BUSINESS NAME								
								ONTARIO CORPORATION NO.		
07		ADDRESS								
08	SECURED PARTY / LIEN CLAIMANT		AUXLY CANNABIS GROUP INC.							
09		ADDRESS	777 RICHMOND ST. W, SUITE 002				TORONTO		ON	M6J 3N5

COLLATERAL CLASSIFICATION

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

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13	GENERAL COLLATERAL DESCRIPTION	THE DEBTOR PLEDGES 47.5 COMMON SHARES OF 2368523 ONTARIO LTD. PLEDGED
14		IN FAVOUR OF THE SECURED PARTY
16	REGISTERING AGENT	MCCARTHY TETRAULT LLP (V. ZED)
17	ADDRESS	5300-TORONTO DOMINION BANK TOWER — TORONTO — ON — M5K 1E6

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

CONTINUED... 6

PROVINCE OF ONTARIO

RUN NUMBER : 274 — MINISTRY OF GOVERNMENT SERVICES — REPORT : PSSR060

RUN DATE : 2019/10/01 — PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM — PAGE : 6

ID : 20191001093650.27 — ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : INDIVIDUAL NON-SPECIFIC

SEARCH CONDUCTED ON : SCOTT;FITZGERALD

FILE CURRENCY : 30SEP 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER								
00	747687186								
	CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD		
01		001	002		20190118 1409 1862 0917	P	PPSA	3	
	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME					
02 DEBTOR	15JUN1979	DAVID		SHPILT					
03 NAME	BUSINESS NAME								
							ONTARIO CORPORATION NO.		
04	ADDRESS	3513 HOMEWOOD LANE			LONDON		ON	N6P 1K3	
	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME					
05 DEBTOR									
06 NAME	BUSINESS NAME	PEE DEE INVESTMENTS LTD.							
							ONTARIO CORPORATION NO.		1690489
07	ADDRESS	3623 HOMEWOOD LANE			LONDON		ON	N6P 1K3	
08 SECURED PARTY / LIEN CLAIMANT		MARCOS SOBERANO							
09	ADDRESS	2345 YONGE STREET, SUITE 302			TORONTO		ON	M4P 2E5	

COLLATERAL CLASSIFICATION

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

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			
13	GENERAL			
14	COLLATERAL			
15	DESCRIPTION			
16 REGISTERING AGENT		GROPPER LAW PROFESSIONAL CORP.		
17	ADDRESS	2345 YONGE STREET, SUITE 302	TORONTO	ON M4P 2E5

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

CONTINUED... 7

PROVINCE OF ONTARIO

RUN NUMBER : 274 MINISTRY OF GOVERNMENT SERVICES REPORT : PSSR060

RUN DATE : 2019/10/01 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 7

ID : 20191001093650.27 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : INDIVIDUAL NON-SPECIFIC

SEARCH CONDUCTED ON : SCOTT;FITZGERALD

FILE CURRENCY : 30SEP 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER								
00	747687186								
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		002		002		20190118 1409 1862 0917			
		DATE OF BIRTH		FIRST GIVEN NAME	INITIAL	SURNAME			
02	DEBTOR	23AUG1964		PAMELA		ATKINSON			
03	NAME	BUSINESS NAME							
							ONTARIO CORPORATION NO.		
04		ADDRESS		3513 HOMEWOOD LANE		LONDON	ON	N6P 1K3	
		DATE OF BIRTH		FIRST GIVEN NAME	INITIAL	SURNAME			
05	DEBTOR			SCOTT		FITZGERALD			
06	NAME	BUSINESS NAME							
							ONTARIO CORPORATION NO.		
07		ADDRESS		829 CRESTHAVEN CRESCENT		LONDON	ON	N6K 4W4	
08	SECURED PARTY / LIEN CLAIMANT								
09		ADDRESS							

COLLATERAL CLASSIFICATION

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

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			
13	GENERAL			
14	COLLATERAL			
15	DESCRIPTION			
16	REGISTERING AGENT			
17	ADDRESS			

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

CONTINUED... 8

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TYPE OF SEARCH : INDIVIDUAL NON-SPECIFIC
SEARCH CONDUCTED ON : SCOTT;FITZGERALD
FILE CURRENCY : 30SEP 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER								
00	747406926								
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER		REGISTRATION PERIOD
01		001		1		20190108 1439 1793 8883	P	PPSA	1

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
02	DEBTOR	19AUG1978	SCOTT	D	FITZ GERALD			
03	NAME	BUSINESS NAME					ONTARIO CORPORATION NO.	
04		ADDRESS	829 CRESTHAVEN CRES			LONDON	ON	N6K4W4
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
05	DEBTOR							
06	NAME	BUSINESS NAME					ONTARIO CORPORATION NO.	
07		ADDRESS						
08	SECURED PARTY / LIEN CLAIMANT		HOLAND LEASING 1995 LTD					
09		ADDRESS	8525 DECARIE BLVD			MONTREAL	QC	H4P2J2

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
X				X	X	240000			X

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR	2017	MERCEDES BENZ	G550 SQUARED	WDCYC5FF8HX284803
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT		HOLAND LEASING 1995 LTD		
17		ADDRESS	8525 DECARIE BLVD	MONTREAL	QC H4P2J2

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

CONTINUED... 9

PROVINCE OF ONTARIO
RUN NUMBER : 274 MINISTRY OF GOVERNMENT SERVICES REPORT : PSSR060
RUN DATE : 2019/10/01 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 9
ID : 20191001093650.27 ENQUIRY SEARCH RESPONSE
TYPE OF SEARCH : INDIVIDUAL NON-SPECIFIC
SEARCH CONDUCTED ON : SCOTT;FITZGERALD
FILE CURRENCY : 30SEP 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER									
00	747259128									
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER		REGISTERED UNDER	REGISTRATION PERIOD	
01		001		2		20190102 1653 1532 4283		P PPSA	04	
		DATE OF BIRTH		FIRST GIVEN NAME	INITIAL	SURNAME				
02	DEBTOR	02JAN1961		SCOTT	M	FITZGERALD				
03	NAME	BUSINESS NAME								
								ONTARIO CORPORATION NO.		
04		ADDRESS		294 MERTON ST.		TORONTO		ON	M4S1A9	
		DATE OF BIRTH		FIRST GIVEN NAME	INITIAL	SURNAME				
05	DEBTOR									
06	NAME	BUSINESS NAME								
								ONTARIO CORPORATION NO.		
07		ADDRESS								
08	SECURED PARTY / LIEN CLAIMANT			MERCEDES-BENZ FINANCIAL SERVICES CANADA CORPORATION						
09		ADDRESS		2680 MATHESON BLVD. E. STE 500		MISSISSAUGA		ON	L4W0A5	

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10	X		X		X	X	67264.00	21DEC2023		

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR	2018	MERCEDES-BENZ	GLE400 4M	4JGDA5GB5JB129081
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				

16	REGISTERING AGENT		D + H LIMITED PARTNERSHIP		
17		ADDRESS	2 ROBERT SPECK PARKWAY, 15TH FLOOR	MISSISSAUGA	ON L4J 1H8

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

CONTINUED... 10

PROVINCE OF ONTARIO

RUN NUMBER : 274 MINISTRY OF GOVERNMENT SERVICES REPORT : PSSR060

RUN DATE : 2019/10/01 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 10

ID : 20191001093650.27 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : INDIVIDUAL NON-SPECIFIC

SEARCH CONDUCTED ON : SCOTT;FITZGERALD

FILE CURRENCY : 30SEP 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 747259128

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		002		2		20190102 1653 1532 4283		

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT MERCEDES-BENZ FINANCIAL

09 ADDRESS 2680 MATHESON BLVD. E. STE 500 MISSISSAUGA ON L4W0A5

COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL V.I.N.

11 MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION

16 REGISTERING AGENT

17 ADDRESS

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

CONTINUED... 11

TYPE OF SEARCH : INDIVIDUAL NON-SPECIFIC
SEARCH CONDUCTED ON : SCOTT;FITZGERALD
FILE CURRENCY : 30SEP 2019

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001		1		20190102 1658 1532 4286	

21 RECORD REFERENCED FILE NUMBER 747259128

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22			A AMENDMENT		

		FIRST GIVEN NAME	INITIAL	SURNAME
23	REFERENCE	SCOTT	M	FITZGERALD
24	DEBTOR/ TRANSFEROR	BUSINESS NAME		
25	OTHER CHANGE			
26	REASON/	MATURITY DATE CORRECTION		
27	DESCRIPTION			
28				
02/		DATE OF BIRTH FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR/			
03/	TRANSFEREE	BUSINESS NAME		
06				ONTARIO CORPORATION NO.
04/07		ADDRESS		
29	ASSIGNOR			
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08				
09		ADDRESS		

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10	X		X		X	X	67264.00	21DEC2023		

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			
13	GENERAL			
14	COLLATERAL			
15	DESCRIPTION			

16	REGISTERING AGENT OR		D + H LIMITED PARTNERSHIP			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	2 ROBERT SPECK PARKWAY, 15TH FLOOR	MISSISSAUGA	ON	L4J 1H8

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

CONTINUED... 12

PROVINCE OF ONTARIO

RUN NUMBER : 274 MINISTRY OF GOVERNMENT SERVICES REPORT : PSSR060

RUN DATE : 2019/10/01 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 12

ID : 20191001093650.27 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : INDIVIDUAL NON-SPECIFIC

SEARCH CONDUCTED ON : SCOTT;FITZGERALD

FILE CURRENCY : 30SEP 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN ** THIS REGISTRATION HAS BEEN DISCHARGED **

	FILE NUMBER								
00	740124486								
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER		REGISTRATION PERIOD
01		001		1		20180605 1000 1532 5941	P	PPSA	03
		DATE OF BIRTH		FIRST GIVEN NAME	INITIAL	SURNAME			
02	DEBTOR	10OCT1963		SCOTT	O	FITZGERALD			
03	NAME	BUSINESS NAME							
								ONTARIO CORPORATION NO.	
04		ADDRESS		371 CAM'S WAY		ASHTON		ON	K0A1B0
		DATE OF BIRTH		FIRST GIVEN NAME	INITIAL	SURNAME			
05	DEBTOR								
06	NAME	BUSINESS NAME							
								ONTARIO CORPORATION NO.	
07		ADDRESS							
08	SECURED PARTY / LIEN CLAIMANT			HONDA CANADA FINANCE INC.					
09		ADDRESS		180 HONDA BLVD		MARKHAM		ON	L6C0H9

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10	X				X	7651		26MAY2021		

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR	2018	HONDA	CIVIC	2HGFC1F98JH104456
12 VEHICLE				
13 GENERAL				
14 COLLATERAL				
15 DESCRIPTION				

16	REGISTERING AGENT		D + H LIMITED PARTNERSHIP		
17		ADDRESS	2 ROBERT SPECK PARKWAY, 15TH FLOOR	MISSISSAUGA	ON L4J 1H8

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

CONTINUED... 13

PROVINCE OF ONTARIO

RUN NUMBER : 274 — MINISTRY OF GOVERNMENT SERVICES — REPORT : PSSR060

RUN DATE : 2019/10/01 — PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM — PAGE : 13

ID : 20191001093650.27 — ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : INDIVIDUAL NON-SPECIFIC

SEARCH CONDUCTED ON : SCOTT;FITZGERALD

FILE CURRENCY : 30SEP 2019

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001		1		20190909 1438 1532 7226	

21 RECORD REFERENCED — FILE NUMBER 740124486

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22			C DISCHARGE		

		FIRST GIVEN NAME	INITIAL	SURNAME
23	REFERENCE	SCOTT	O	FITZGERALD
24	DEBTOR/ TRANSFEROR	BUSINESS NAME		
25	OTHER CHANGE			
26	REASON/			
27	DESCRIPTION			
28				
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR/			
03/	TRANSFEREE	BUSINESS NAME		
06				ONTARIO CORPORATION NO.
04/07		ADDRESS		
29	ASSIGNOR			
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08				
09		ADDRESS		

COLLATERAL CLASSIFICATION

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

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			
13	GENERAL			
14	COLLATERAL			
15	DESCRIPTION			

16	REGISTERING AGENT OR		D + H LIMITED PARTNERSHIP			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	2 ROBERT SPECK PARKWAY, 15TH FLOOR	MISSISSAUGA	ON	L4Z 1H8

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

CONTINUED... 14

PROVINCE OF ONTARIO

RUN NUMBER : 274 MINISTRY OF GOVERNMENT SERVICES REPORT : PSSR060

RUN DATE : 2019/10/01 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 14

ID : 20191001093650.27 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : INDIVIDUAL NON-SPECIFIC

SEARCH CONDUCTED ON : SCOTT;FITZGERALD

FILE CURRENCY : 30SEP 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER									
00	738543285									
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER		REGISTERED UNDER		REGISTRATION PERIOD
01		001		4		20180424 0812 1532 3218		P	PPSA	07
		DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME				
02	DEBTOR	17AUG1972	SCOTT		A	FITZGERALD				
03	NAME	BUSINESS NAME								
								ONTARIO CORPORATION NO.		
04		ADDRESS	16 HONEY CRES			BARRIE			ON	L4N0V2
		DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME				
05	DEBTOR	09NOV1977	M-F		P	FITZGERALD				
06	NAME	BUSINESS NAME								
								ONTARIO CORPORATION NO.		
07		ADDRESS	16 HONEY CRES			BARRIE			ON	L4N0V2
08	SECURED PARTY / LIEN CLAIMANT		FORD CREDIT CANADA COMPANY							
09		ADDRESS	PO BOX 2400			EDMONTON			AB	T5J 5C7

COLLATERAL CLASSIFICATION

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

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR	2018	FORD	F150	1FTEW1E54JFB76482
12 VEHICLE				

13	GENERAL	THE FULL DEBTOR NAME IS - M-F PATRICIA FITZGERALD THE FULL DEBTOR
14	COLLATERAL	NAME IS - SCOTT ANDREW FITSGERALD THE FULL DEBTOR NAME IS - SCOTT
15	DESCRIPTION	ANDREW FITZGERALD
16	REGISTERING AGENT	D + H LIMITED PARTNERSHIP
17	ADDRESS	2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON L4J 1H8

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

CONTINUED... 15

TYPE OF SEARCH : INDIVIDUAL NON-SPECIFIC
SEARCH CONDUCTED ON : SCOTT;FITZGERALD
FILE CURRENCY : 30SEP 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER							
00	738543285							
	CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		002	4		20180424 0812 1532 3218			
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
02	DEBTOR	17AUG1972	SCOTT	A	FITSGERALD			
03	NAME	BUSINESS NAME						
							ONTARIO CORPORATION NO.	
04		ADDRESS	16 HONEY CRES			BARRIE	ON	L4N0V2
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
05	DEBTOR	17AUG1972	FITZGERALD		SCOTT			
06	NAME	BUSINESS NAME						
							ONTARIO CORPORATION NO.	
07		ADDRESS	16 HONEY CRES			BARRIE	ON	L4N0V2
08	SECURED PARTY / LIEN CLAIMANT							
09		ADDRESS						

COLLATERAL CLASSIFICATION

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

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			
13	GENERAL			
14	COLLATERAL			
15	DESCRIPTION			
16	REGISTERING AGENT			
17		ADDRESS		

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

CONTINUED... 16

PROVINCE OF ONTARIO

RUN NUMBER : 274 MINISTRY OF GOVERNMENT SERVICES REPORT : PSSR060

RUN DATE : 2019/10/01 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 16

ID : 20191001093650.27 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : INDIVIDUAL NON-SPECIFIC

SEARCH CONDUCTED ON : SCOTT;FITZGERALD

FILE CURRENCY : 30SEP 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER								
00	738543285								
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		003		4		20180424 0812 1532 3218			
		DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME			
02	DEBTOR	17AUG1972	SCOTT		A	FITZGERALD			
03	NAME	BUSINESS NAME							
							ONTARIO CORPORATION NO.		
04		ADDRESS	16 HONEY CRES			BARRIE		ON	L4N0V2
		DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME			
05	DEBTOR	17AUG1972	SCOTT			FITZGERALD			
06	NAME	BUSINESS NAME							
							ONTARIO CORPORATION NO.		
07		ADDRESS	16 HONEY CRES			BARRIE		ON	L4N0V2
08	SECURED PARTY / LIEN CLAIMANT								
09		ADDRESS							
	COLLATERAL CLASSIFICATION								
	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR NO FIXED MATURITY DATE	
10									
	YEAR	MAKE		MODEL		V.I.N.			
11	MOTOR								
12	VEHICLE								
13	GENERAL								
14	COLLATERAL								
15	DESCRIPTION								
16	REGISTERING AGENT								
17		ADDRESS							

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

CONTINUED... 17

PROVINCE OF ONTARIO
RUN NUMBER : 274 MINISTRY OF GOVERNMENT SERVICES REPORT : PSSR060
RUN DATE : 2019/10/01 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 17
ID : 20191001093650.27 ENQUIRY SEARCH RESPONSE
TYPE OF SEARCH : INDIVIDUAL NON-SPECIFIC
SEARCH CONDUCTED ON : SCOTT;FITZGERALD
FILE CURRENCY : 30SEP 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER								
00	738543285								
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER		REGISTERED UNDER	REGISTRATION PERIOD
01		004		4		20180424 0812 1532 3218			
		DATE OF BIRTH		FIRST GIVEN NAME	INITIAL	SURNAME			
02	DEBTOR	09NOV1977		M	P	FITZGERALD			
03	NAME	BUSINESS NAME							
								ONTARIO CORPORATION NO.	
04		ADDRESS		16 HONEY CRES		BARRIE		ON	L4N0V2
		DATE OF BIRTH		FIRST GIVEN NAME	INITIAL	SURNAME			
05	DEBTOR								
06	NAME	BUSINESS NAME							
								ONTARIO CORPORATION NO.	
07		ADDRESS							
08	SECURED PARTY / LIEN CLAIMANT								
09		ADDRESS							

COLLATERAL CLASSIFICATION

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

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			
13	GENERAL			
14	COLLATERAL			
15	DESCRIPTION			
16	REGISTERING AGENT			
17		ADDRESS		

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

CONTINUED... 18

TYPE OF SEARCH : INDIVIDUAL NON-SPECIFIC
SEARCH CONDUCTED ON : SCOTT;FITZGERALD
FILE CURRENCY : 30SEP 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER									
00	736708761									
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER		REGISTERED UNDER		REGISTRATION PERIOD
01		001		2		20180226 1012 1901 2041		P	PPSA	03
		DATE OF BIRTH		FIRST GIVEN NAME	INITIAL	SURNAME				
02	DEBTOR	11JUL1983		SARA		GRANT				
03	NAME	BUSINESS NAME								
								ONTARIO CORPORATION NO.		
04		ADDRESS		213 GROVES		NEWMARKET		ON		L3Y 8C8
		DATE OF BIRTH		FIRST GIVEN NAME	INITIAL	SURNAME				
05	DEBTOR	24APR1973		SCOTT		FITZGERALD				
06	NAME	BUSINESS NAME								
								ONTARIO CORPORATION NO.		
07		ADDRESS		27 HILL		NEWMARKET		ON		L3Y 4Y4
08	SECURED PARTY / LIEN CLAIMANT			NATIONAL BANK OF CANADA						
09		ADDRESS		500 PLACE D'ARMES, 16TH FLOOR		MONTREAL		QC		H2Y 2W3

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10	X				X	X	8023	05MAR2018		

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR	2012	NISSAN	VERSA	3N1CN7AP6CL937562
12 VEHICLE				

13 GENERAL COLLATERAL DESCRIPTION: (953866 ONTARIO LIMITED) AS THE INITIAL SECURED PARTY, HAS ASSIGNED
14 TO NATIONAL BANK OF CANADA ALL OF ITS RIGHT, TITLE AND INTEREST IN
15 THE MOTOR VEHICLE INCLUDED AND IN A CONDITIONAL SALE CONTRACT,

16 REGISTERING AGENT: AVS SYSTEMS INC.
17 ADDRESS: 201 - 1325 POLSON DR. VERNON BC V1T 8H2

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

CONTINUED... 19

TYPE OF SEARCH : INDIVIDUAL NON-SPECIFIC
SEARCH CONDUCTED ON : SCOTT;FITZGERALD
FILE CURRENCY : 30SEP 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER							
00	736708761							
	CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		002	2		20180226 1012 1901 2041			
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
02	DEBTOR	11JUL1983	SARA		WATLING			
03	NAME	BUSINESS NAME						
						ONTARIO CORPORATION NO.		
04		ADDRESS	213 GROVES		NEWMARKET	ON	L3Y 8C8	
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
05	DEBTOR							
06	NAME	BUSINESS NAME						
						ONTARIO CORPORATION NO.		
07		ADDRESS						
08	SECURED PARTY / LIEN CLAIMANT							
09		ADDRESS						

COLLATERAL CLASSIFICATION

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

	YEAR	MAKE	MODEL	V.I.N.
10				
11	MOTOR			
12	VEHICLE			

13 GENERAL PURSUANT TO SAID CONDITIONAL SALE CONTRACT.
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 20

PROVINCE OF ONTARIO

RUN NUMBER : 274 MINISTRY OF GOVERNMENT SERVICES REPORT : PSSR060

RUN DATE : 2019/10/01 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 20

ID : 20191001093650.27 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : INDIVIDUAL NON-SPECIFIC

SEARCH CONDUCTED ON : SCOTT;FITZGERALD

FILE CURRENCY : 30SEP 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER									
00	730758069									
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER		REGISTERED UNDER		REGISTRATION PERIOD
01		001		1		20170810 1448 9234 1367		P	PPSA	5
		DATE OF BIRTH		FIRST GIVEN NAME	INITIAL	SURNAME				
02	DEBTOR	16JUN1979		DAVID		SHPILT				
03	NAME	BUSINESS NAME								
								ONTARIO CORPORATION NO.		
04		ADDRESS		3513 HOMEWOOD LANE		LONDON		ON		N6P 1K3
		DATE OF BIRTH		FIRST GIVEN NAME	INITIAL	SURNAME				
05	DEBTOR	19AUG1978		SCOTT	D	FITZGERALD				
06	NAME	BUSINESS NAME								
								ONTARIO CORPORATION NO.		
07		ADDRESS		829 CRESTHAVEN CRESCENT		LONDON		ON		N6K 4W4
08	SECURED PARTY / LIEN CLAIMANT			CANNABIS WHEATON INCOME CORP.						
09		ADDRESS		777 RICHMOND ST. WEST, SUITE #002		TORONTO		ON		M6J 3N5
	COLLATERAL CLASSIFICATION									
	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10		X	X	X	X	X				
	YEAR	MAKE		MODEL		V.I.N.				
11	MOTOR									
12	VEHICLE									
13	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
16	REGISTERING AGENT			BENNETT JONES LLP (FICHTER/78222-1/OD)						
17		ADDRESS		3400-1 FIRST CANADIAN PLACE		TORONTO		ON		M5X 1A4

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

CONTINUED... 21

PROVINCE OF ONTARIO
RUN NUMBER : 274 MINISTRY OF GOVERNMENT SERVICES REPORT : PSSR060
RUN DATE : 2019/10/01 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 21
ID : 20191001093650.27 ENQUIRY SEARCH RESPONSE
TYPE OF SEARCH : INDIVIDUAL NON-SPECIFIC
SEARCH CONDUCTED ON : SCOTT;FITZGERALD
FILE CURRENCY : 30SEP 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER									
00	730197495									
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER		REGISTERED UNDER	REGISTRATION PERIOD	
01		001		1		20170726 0924 1219 9419		P PPSA	08	
	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME				
02	DEBTOR 06JAN1996		AVERY		M	FITZGERALD				
03	NAME BUSINESS NAME									
								ONTARIO CORPORATION NO.		
04	ADDRESS		55 THORNLODGE DR			WATERDOWN		ON	L8B 0L7	
	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME				
05	DEBTOR 17APR1962		SCOTT		E	FITZGERALD				
06	NAME BUSINESS NAME									
								ONTARIO CORPORATION NO.		
07	ADDRESS		19 SLATER CT			WATERDOWN		ON	L0R 2H5	
08	SECURED PARTY / LIEN CLAIMANT		THE BANK OF NOVA SCOTIA							
09	ADDRESS		4715 TAHOE BOULEVARD			MISSISSAUGA		ON	L4W 0B4	

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR NO FIXED MATURITY DATE
10			X	X	X	X	43896	

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR VEHICLE	2017	HYUNDAI	TUCSON	KM8J3CA40HU514607

12 VEHICLE
13 GENERAL COLLATERAL DESCRIPTION OUR SECURITY INTEREST IS LIMITED TO THE MOTOR VEHICLES LISTED ABOVE
14 AND THE PROCEEDS OF THOSE VEHICLES
15 DESCRIPTION
16 REGISTERING AGENT D+H LIMITED PARTNERSHIP (BNS)
17 ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FL MISSISSAUGA ON L4Z 1H8

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

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PROVINCE OF ONTARIO

RUN NUMBER : 274 — MINISTRY OF GOVERNMENT SERVICES — REPORT : PSSR060

RUN DATE : 2019/10/01 — PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM — PAGE : 22

ID : 20191001093650.27 — ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : INDIVIDUAL NON-SPECIFIC

SEARCH CONDUCTED ON : SCOTT;FITZGERALD

FILE CURRENCY : 30SEP 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER									
00	728567505									
	CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER			REGISTERED UNDER		REGISTRATION PERIOD
01		001	1		20170609 1028 1210 2442			P	PPSA	04
	DATE OF BIRTH		FIRST GIVEN NAME	INITIAL	SURNAME					
02	DEBTOR 19AUG1978		SCOTT		FITZGERALD					
03	NAME BUSINESS NAME									
								ONTARIO CORPORATION NO.		
04	ADDRESS		829 CRESTHAVEN CRES			LONDON			ON	N6K 4W4
	DATE OF BIRTH		FIRST GIVEN NAME	INITIAL	SURNAME					
05	DEBTOR									
06	NAME BUSINESS NAME		2543394 ONTARIO INC							
								ONTARIO CORPORATION NO.		
07	ADDRESS		829 CRESTHAVEN CRES			LONDON			ON	N6K 4W4
08	SECURED PARTY / LIEN CLAIMANT		NEWROADS AUTOMOTIVE GROUP							
09	ADDRESS		18100 YONGE ST			NEWMARKET			ON	L3Y 8V1
	COLLATERAL CLASSIFICATION									
	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10	X				X	X	437401			X
	YEAR	MAKE		MODEL		V.I.N.				
11	MOTOR 2016	LAMBORGHINI		AVENTADOR		ZHWCF3ZD2GLA04881				
12	VEHICLE									
13	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
16	REGISTERING AGENT									
17	ADDRESS									

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

CONTINUED... 23

PROVINCE OF ONTARIO
RUN NUMBER : 274 MINISTRY OF GOVERNMENT SERVICES REPORT : PSSR060
RUN DATE : 2019/10/01 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 23
ID : 20191001093650.27 ENQUIRY SEARCH RESPONSE
TYPE OF SEARCH : INDIVIDUAL NON-SPECIFIC
SEARCH CONDUCTED ON : SCOTT;FITZGERALD
FILE CURRENCY : 30SEP 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER									
00	724767363									
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER		REGISTERED UNDER	REGISTRATION PERIOD	
01		01		002		20170209 1935 1531 3698		P PPSA	4	
		DATE OF BIRTH		FIRST GIVEN NAME	INITIAL	SURNAME				
02	DEBTOR	11MAR1973		E		FITZGERALD				
03	NAME	BUSINESS NAME								
								ONTARIO CORPORATION NO.		
04		ADDRESS		875 WILLIAM MOONEY ROAD		CARP		ON	K0A 1L0	
		DATE OF BIRTH		FIRST GIVEN NAME	INITIAL	SURNAME				
05	DEBTOR	11MAR1973		SCOTT		FITZGERALD				
06	NAME	BUSINESS NAME								
								ONTARIO CORPORATION NO.		
07		ADDRESS		875 WILLIAM MOONEY ROAD		CARP		ON	K0A 1L0	
08	SECURED PARTY / LIEN CLAIMANT			MERCEDES-BENZ FINANCIAL SERVICES CANADA CORPORATION						
09		ADDRESS		2680 MATHESON BLVD. E, STE 500		MISSISSAUGA		ON	L4W 0A5	

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10	X		X		X	X	68807	27JAN2021		

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR	2015	MERCEDES-BENZ	E400S4M	WDDHH6HB6FB094960
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT			D+H LIMITED PARTNERSHIP	
17		ADDRESS		SUITE 200, 4126 NORLAND AVENUE	BURNABY BC V5G 3S8

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

CONTINUED... 24

PROVINCE OF ONTARIO
RUN NUMBER : 274 MINISTRY OF GOVERNMENT SERVICES REPORT : PSSR060
RUN DATE : 2019/10/01 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 24
ID : 20191001093650.27 ENQUIRY SEARCH RESPONSE
TYPE OF SEARCH : INDIVIDUAL NON-SPECIFIC
SEARCH CONDUCTED ON : SCOTT;FITZGERALD
FILE CURRENCY : 30SEP 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER					
00	724767363					
	CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		02	002		20170209 1935 1531 3698		

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR			
03	NAME	BUSINESS NAME		
				ONTARIO CORPORATION NO.
04		ADDRESS		
	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR			
06	NAME	BUSINESS NAME		
				ONTARIO CORPORATION NO.
07		ADDRESS		
08	SECURED PARTY / LIEN CLAIMANT	MERCEDES-BENZ FINANCIAL		
09		ADDRESS	2680 MATHESON BLVD. E, STE 500	MISSISSAUGA ON L4W 0A5

COLLATERAL CLASSIFICATION

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

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			
13	GENERAL			
14	COLLATERAL			
15	DESCRIPTION			
16	REGISTERING AGENT			
17		ADDRESS		

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

CONTINUED... 25

PROVINCE OF ONTARIO

RUN NUMBER : 274 — MINISTRY OF GOVERNMENT SERVICES — REPORT : PSSR060

RUN DATE : 2019/10/01 — PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM — PAGE : 25

ID : 20191001093650.27 — ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : INDIVIDUAL NON-SPECIFIC

SEARCH CONDUCTED ON : SCOTT;FITZGERALD

FILE CURRENCY : 30SEP 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER									
00	715335273									
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER		REGISTERED UNDER		REGISTRATION PERIOD
01		001		2		20160405 0916 1901 5690		P	PPSA	06
		DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME				
02	DEBTOR	27FEB1978	SCOTT		J	FITZGERALD				
03	NAME	BUSINESS NAME								
								ONTARIO CORPORATION NO.		
04		ADDRESS	267 SYLVAN CRESCENT			NORTH BAY		ON		P1A 2Y9
		DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME				
05	DEBTOR	27FEB1978	SCOTT			FITZGERALD				
06	NAME	BUSINESS NAME								
								ONTARIO CORPORATION NO.		
07		ADDRESS	267 SYLVAN CRESCENT			NORTH BAY		ON		P1A 2Y9
08	SECURED PARTY / LIEN CLAIMANT		HYUNDAI CAPITAL LEASE INC.							
09		ADDRESS	123 FRONT STREET, SUITE 1000			TORONTO		ON		M5J 2M3
	COLLATERAL CLASSIFICATION									
	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE	
10	X				X	X	34941			
	YEAR	MAKE		MODEL		V.I.N.				
11	MOTOR 2016	HYUNDAI		TUCSON		KM8J3CA47GU178601				
12	VEHICLE									
13	GENERAL	TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS								
14	COLLATERAL	SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN								
15	DESCRIPTION	ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS								
16	REGISTERING AGENT	AVS SYSTEMS INC.								
17		ADDRESS	201 - 1325 POLSON DR.			VERNON		BC		V1T 8H2

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

CONTINUED... 26

PROVINCE OF ONTARIO

RUN NUMBER : 274 MINISTRY OF GOVERNMENT SERVICES REPORT : PSSR060

RUN DATE : 2019/10/01 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 26

ID : 20191001093650.27 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : INDIVIDUAL NON-SPECIFIC

SEARCH CONDUCTED ON : SCOTT;FITZGERALD

FILE CURRENCY : 30SEP 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 715335273

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		002		2		20160405 0916 1901 5690		

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT HYUNDAI MOTOR FINANCE

09 ADDRESS 123 FRONT STREET, SUITE 1000 TORONTO ON M5J 2M3

COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER

14 COLLATERAL PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE

15 DESCRIPTION COLLATERAL OR PROCEEDS OF THE COLLATERAL

16 REGISTERING AGENT

17 ADDRESS

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

CONTINUED... 27

PROVINCE OF ONTARIO
RUN NUMBER : 274 MINISTRY OF GOVERNMENT SERVICES REPORT : PSSR060
RUN DATE : 2019/10/01 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 27
ID : 20191001093650.27 ENQUIRY SEARCH RESPONSE
TYPE OF SEARCH : INDIVIDUAL NON-SPECIFIC
SEARCH CONDUCTED ON : SCOTT;FITZGERALD
FILE CURRENCY : 30SEP 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER									
00	715113261									
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER		REGISTERED UNDER		REGISTRATION PERIOD
01		001		2		20160329 1238 6005 6773		P	PPSA	05
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME					
02	DEBTOR									
03	NAME BUSINESS NAME	THE LONGEVITY PROJECT CORP.								
							ONTARIO CORPORATION NO.			
04	ADDRESS	29 KILWORTH PARK DR				KOMOKA		ON	N0L 1R0	
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME					
05	DEBTOR 19AUG1978	SCOTT		D	FITZGERALD					
06	NAME BUSINESS NAME									
							ONTARIO CORPORATION NO.			
07	ADDRESS	29 KILWORTH PARK DR				KOMOKA		ON	N0L 1R0	
08	SECURED PARTY / LIEN CLAIMANT	NATIONAL LEASING GROUP INC.								
09	ADDRESS	1525 BUFFALO PLACE				WINNIPEG		MB	R3T 1L9	

COLLATERAL CLASSIFICATION

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

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13 GENERAL COLLATERAL DESCRIPTION: ALL PHOTOCOPIER OF EVERY NATURE OR KIND DESCRIBED IN AGREEMENT NUMBER
14 2755122, BETWEEN EASYLEASE CORP., AS ORIGINAL SECURED PARTY AND THE
15 DEBTOR, WHICH LEASE WAS ASSIGNED BY THE ORIGINAL SECURED PARTY TO THE
16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 28

PROVINCE OF ONTARIO

RUN NUMBER : 274 MINISTRY OF GOVERNMENT SERVICES REPORT : PSSR060

RUN DATE : 2019/10/01 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 28

ID : 20191001093650.27 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : INDIVIDUAL NON-SPECIFIC

SEARCH CONDUCTED ON : SCOTT;FITZGERALD

FILE CURRENCY : 30SEP 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER									
00	715113261									
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER		REGISTERED UNDER	REGISTRATION PERIOD	
01		002		2		20160329 1238 6005 6773				
	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME				
02	DEBTOR 16JUN1979		DAVID			SHPILT				
03	NAME BUSINESS NAME								ONTARIO CORPORATION NO.	
04		ADDRESS	29 KILWORTH PARK DR				KOMOKA		ON	N0L 1R0
	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME				
05	DEBTOR									
06	NAME BUSINESS NAME								ONTARIO CORPORATION NO.	
07		ADDRESS								
08	SECURED PARTY / LIEN CLAIMANT									
09		ADDRESS								

COLLATERAL CLASSIFICATION

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

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13 GENERAL SECURED PARTY, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL
14 COLLATERAL ATTACHMENTS, ACCESSORIES AND SUBSTITUTIONS.
15 DESCRIPTION

16 REGISTERING AGENT

17 ADDRESS

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

CONTINUED... 29

TYPE OF SEARCH : INDIVIDUAL NON-SPECIFIC
SEARCH CONDUCTED ON : SCOTT;FITZGERALD
FILE CURRENCY : 30SEP 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER									
00	712782135									
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER		REGISTERED UNDER	REGISTRATION PERIOD	
01		01		001		20151221 1004 1462 5516		P PPSA	4	
	DATE OF BIRTH	FIRST GIVEN NAME			INITIAL	SURNAME				
02	DEBTOR 19AUG1978	SCOTT			D	FITZGERALD				
03	NAME BUSINESS NAME									
								ONTARIO CORPORATION NO.		
04	ADDRESS	829 CRESTHAVEN CRESCENT				LONDON		ON	N6K4W4	
	DATE OF BIRTH	FIRST GIVEN NAME			INITIAL	SURNAME				
05	DEBTOR									
06	NAME BUSINESS NAME									
								ONTARIO CORPORATION NO.		
07	ADDRESS									
08	SECURED PARTY / LIEN CLAIMANT	ED LEARN FORD LINCOLN								
09	ADDRESS	375 ONTARIO STREET				ST. CATHARINES		ON	L2R5L3	

COLLATERAL CLASSIFICATION

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

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR	2013	FERRARI	458 ITALIA SPYDER	ZFF68NHA7D0195597
12 VEHICLE				
13 GENERAL	VEHICLE			
14 COLLATERAL				
15 DESCRIPTION				

16	REGISTERING AGENT	ED LEARN FORD SALES LTD.			
17	ADDRESS	P O BOX 24040	ST. CATHARINES	ON	L2R7P7

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

CONTINUED... 30

PROVINCE OF ONTARIO

RUN NUMBER : 274 MINISTRY OF GOVERNMENT SERVICES REPORT : PSSR060

RUN DATE : 2019/10/01 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 30

ID : 20191001093650.27 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : INDIVIDUAL NON-SPECIFIC

SEARCH CONDUCTED ON : SCOTT;FITZGERALD

FILE CURRENCY : 30SEP 2019

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		01	001		20190821 1034 1462 6278	

21 RECORD REFERENCED FILE NUMBER 712782135

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22			B RENEWAL	1	

		FIRST GIVEN NAME	INITIAL	SURNAME
23	REFERENCE	SCOTT	D	FITZGERALD
24	DEBTOR/ TRANSFEROR	BUSINESS NAME		
25	OTHER CHANGE			
26	REASON/			
27	DESCRIPTION			
28				
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR/			
03/	TRANSFEREE	BUSINESS NAME		
06				ONTARIO CORPORATION NO.
04/07		ADDRESS		
29	ASSIGNOR			
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08				
09		ADDRESS		

COLLATERAL CLASSIFICATION

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

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			
13	GENERAL			
14	COLLATERAL			
15	DESCRIPTION			

16	REGISTERING AGENT OR	ED LEARN FORD SALES LTD.			
17	SECURED PARTY/ LIEN CLAIMANT ADDRESS	P O BOX 24040	ST. CATHARINES	ON	L2R7P7

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

CONTINUED... 31

TYPE OF SEARCH : INDIVIDUAL NON-SPECIFIC
SEARCH CONDUCTED ON : SCOTT;FITZGERALD
FILE CURRENCY : 30SEP 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER									
00	710818641									
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER		REGISTERED UNDER		REGISTRATION PERIOD
01		01		003		20151013 1709 1462 1124		P	PPSA	4
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME					
02	DEBTOR									
03	NAME BUSINESS NAME	THE LONGEVITY PROJECT CORP								
								ONTARIO CORPORATION NO.		
04	ADDRESS	2758 BUR OAK AVENUE, #2				MARKHAM			ON	L6B1K6
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME					
05	DEBTOR 16JUN1979	DAVID			SHPILT					
06	NAME BUSINESS NAME									
								ONTARIO CORPORATION NO.		
07	ADDRESS	3513 HOMEWOOD LANE				LONDON			ON	N6P1K3
08	SECURED PARTY / LIEN CLAIMANT	MULTISOURCE CAPITAL CORPORATION								
09	ADDRESS	1220 YONGE STREET. STE 201				TORONTO			ON	M4T1W1

COLLATERAL CLASSIFICATION

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

YEAR	MAKE	MODEL	V.I.N.

11	MOTOR VEHICLE	
12		
13	GENERAL COLLATERAL DESCRIPTION	1- AFICIO SP 5210SF COPIER AND ALL ACCESSORIES, ACCESSIONS &
14		SUBSTITUTIONS.
15		
16	REGISTERING AGENT	MULTISOURCE CAPITAL CORPORATION
17	ADDRESS	1220 YONGE STREET. STE 201 TORONTO ON M4T1W1

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

CONTINUED... 32

TYPE OF SEARCH : INDIVIDUAL NON-SPECIFIC
SEARCH CONDUCTED ON : SCOTT;FITZGERALD
FILE CURRENCY : 30SEP 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER							
00	710818641							
	CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		02	003		20151013 1709 1462 1124	P PPSA	4	
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
02	DEBTOR	19AUG1978	SCOTT	D	FITZ GERALD			
03	NAME	BUSINESS NAME						
						ONTARIO CORPORATION NO.		
04		ADDRESS	829 CRESTHAVEN CRESCENT		LONDON		ON	N6K4W4
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
05	DEBTOR	19AUG1978	SCOTT	J	FITZ GERALD			
06	NAME	BUSINESS NAME						
						ONTARIO CORPORATION NO.		
07		ADDRESS	829 CRESTHAVEN CRESCENT		LONDON		ON	N6K4W4
08	SECURED PARTY / LIEN CLAIMANT							
09		ADDRESS						

COLLATERAL CLASSIFICATION

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

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			
13	GENERAL			
14	COLLATERAL			
15	DESCRIPTION			

16	REGISTERING AGENT	MULTISOURCE CAPITAL CORPORATION			
17	ADDRESS	1220 YONGE STREET. STE 201	TORONTO	ON	M4T1W1

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

CONTINUED... 33

PROVINCE OF ONTARIO

RUN NUMBER : 274 MINISTRY OF GOVERNMENT SERVICES REPORT : PSSR060

RUN DATE : 2019/10/01 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 33

ID : 20191001093650.27 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : INDIVIDUAL NON-SPECIFIC

SEARCH CONDUCTED ON : SCOTT;FITZGERALD

FILE CURRENCY : 30SEP 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER									
00	710818641									
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER		REGISTERED UNDER	REGISTRATION PERIOD	
01		03		003		20151013 1709 1462 1124		P PPSA	4	
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME					
02	DEBTOR 19AUG1978	SCOTT		D	FITZGERALD					
03	NAME BUSINESS NAME									
								ONTARIO CORPORATION NO.		
04	ADDRESS	829 CRESTHAVEN CRESCENT				LONDON		ON	N6K4W4	
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME					
05	DEBTOR 19AUG1978	SCOTT		J	FITZGERALD					
06	NAME BUSINESS NAME									
								ONTARIO CORPORATION NO.		
07	ADDRESS	829 CRESTHAVEN CRESCENT				LONDON		ON	N6K4W4	
08	SECURED PARTY / LIEN CLAIMANT									
09	ADDRESS									

COLLATERAL CLASSIFICATION

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

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			
13	GENERAL			
14	COLLATERAL			
15	DESCRIPTION			

16	REGISTERING AGENT	MULTISOURCE CAPITAL CORPORATION			
17	ADDRESS	1220 YONGE STREET. STE 201	TORONTO	ON	M4T1W1

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

CONTINUED... 34

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PROVINCE OF ONTARIO

RUN NUMBER : 274 MINISTRY OF GOVERNMENT SERVICES REPORT : PSSR060

RUN DATE : 2019/10/01 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 34

ID : 20191001093650.27 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : INDIVIDUAL NON-SPECIFIC

SEARCH CONDUCTED ON : SCOTT;FITZGERALD

FILE CURRENCY : 30SEP 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER											
00	707451498											
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER		REGISTERED UNDER		REGISTRATION PERIOD		
01		001		2		20150625 1334 6005 1532		P	PPSA	05		
		DATE OF BIRTH		FIRST GIVEN NAME	INITIAL	SURNAME						
02	DEBTOR	20DEC1979		SCOTT	E	FITZGERALD						
03	NAME	BUSINESS NAME								ONTARIO CORPORATION NO.		
04		ADDRESS		31 PICKARD LANE		BRAMPTON				ON	L6Y	2M4
		DATE OF BIRTH		FIRST GIVEN NAME	INITIAL	SURNAME						
05	DEBTOR											
06	NAME	BUSINESS NAME		F5 INDUSTRIES						ONTARIO CORPORATION NO.		
07		ADDRESS		31 PICKARD LANE		BRAMPTON				ON	L6Y	2M4
08	SECURED PARTY / LIEN CLAIMANT			NATIONAL LEASING GROUP INC.								
09		ADDRESS		1525 BUFFALO PLACE		WINNIPEG				MB	R3T	1L9

COLLATERAL CLASSIFICATION

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

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13	GENERAL	ALL INDUSTRIAL PRINTING EQUIPMENT-PRINTER OF EVERY NATURE OR KIND
14	COLLATERAL	DESCRIBED IN LEASE NUMBER 2722875, BETWEEN THE SECURED PARTY, AS
15	DESCRIPTION	LESSOR AND THE DEBTOR AS LESSEE, AS AMENDED FROM TIME TO TIME,
16	REGISTERING AGENT	
17	ADDRESS	

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

CONTINUED... 35

PROVINCE OF ONTARIO
RUN NUMBER : 274 MINISTRY OF GOVERNMENT SERVICES REPORT : PSSR060
RUN DATE : 2019/10/01 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 35
ID : 20191001093650.27 ENQUIRY SEARCH RESPONSE
TYPE OF SEARCH : INDIVIDUAL NON-SPECIFIC
SEARCH CONDUCTED ON : SCOTT;FITZGERALD
FILE CURRENCY : 30SEP 2019
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN
FILE NUMBER
00 707451498
CAUTION FILING | PAGE NO. OF | TOTAL PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD
01 002 2 20150625 1334 6005 1532
DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
02 DEBTOR
03 NAME BUSINESS NAME
ONTARIO CORPORATION NO.
04 ADDRESS
DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
05 DEBTOR
06 NAME BUSINESS NAME
ONTARIO CORPORATION NO.
07 ADDRESS
08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS
COLLATERAL CLASSIFICATION
CONSUMER GOODS | INVENTORY | EQUIPMENT | ACCOUNTS | OTHER | MOTOR VEHICLE INCLUDED | AMOUNT | DATE OF MATURITY OR NO FIXED MATURITY DATE
10
YEAR | MAKE | MODEL | V.I.N.
11 MOTOR
12 VEHICLE
13 GENERAL TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES AND SUBSTITUTIONS.
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT
17 ADDRESS
*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
CONTINUED... 36

PROVINCE OF ONTARIO

RUN NUMBER : 274 — MINISTRY OF GOVERNMENT SERVICES — REPORT : PSSR060

RUN DATE : 2019/10/01 — PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM — PAGE : 36

ID : 20191001093650.27 — ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : INDIVIDUAL NON-SPECIFIC

SEARCH CONDUCTED ON : SCOTT;FITZGERALD

FILE CURRENCY : 30SEP 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER									
00	670806252									
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER		REGISTERED UNDER		REGISTRATION PERIOD
01		01		002		20110620 1407 1462 3027		P	PPSA	2
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME					
02	DEBTOR									
03	NAME BUSINESS NAME	AQUAFORCE POWER CLEAN INC.								
							ONTARIO CORPORATION NO. 2164817			
04	ADDRESS	373 MUNSTER AVENUE				TORONTO			ON	M8Z3C8
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME					
05	DEBTOR 20SEP1954	BRUCE		B	FITZGERALD					
06	NAME BUSINESS NAME									
							ONTARIO CORPORATION NO.			
07	ADDRESS	26 CRESCENTWOOD RD				TORONTO			ON	M1N1E3
08	SECURED PARTY / LIEN CLAIMANT	ITC INVOICE TO CASH, INC.								
09	ADDRESS	2600 SKYMARK AVE 3-103				MISSISSAUGA			ON	L4W5B2

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10 X	X	X	X		300000		20JUN2013		

YEAR	MAKE	MODEL	V.I.N.
11 MOTOR VEHICLE			
12 GENERAL COLLATERAL DESCRIPTION	FACTORING FACILITY- GSA		
13 REGISTERING AGENT	ITC INVOICE TO CASH, INC.		
14 ADDRESS	2600 SKYMARK AVE 3-103	MISSISSAUGA	ON L4W5B2

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

CONTINUED... 37

PROVINCE OF ONTARIO
RUN NUMBER : 274 MINISTRY OF GOVERNMENT SERVICES REPORT : PSSR060
RUN DATE : 2019/10/01 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 37
ID : 20191001093650.27 ENQUIRY SEARCH RESPONSE
TYPE OF SEARCH : INDIVIDUAL NON-SPECIFIC
SEARCH CONDUCTED ON : SCOTT;FITZGERALD
FILE CURRENCY : 30SEP 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER									
00	670806252									
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER		REGISTERED UNDER		REGISTRATION PERIOD
01		02		002		20110620 1407 1462 3027		P	PPSA	2
	DATE OF BIRTH	FIRST GIVEN NAME			INITIAL	SURNAME				
02	DEBTOR 31MAY1965	SCOTT			S	FITZGERALD				
03	NAME BUSINESS NAME									
								ONTARIO CORPORATION NO.		
04	ADDRESS	490 KENMARR CRESC				BURLINGTON		ON		L7L4R7
	DATE OF BIRTH	FIRST GIVEN NAME			INITIAL	SURNAME				
05	DEBTOR									
06	NAME BUSINESS NAME									
								ONTARIO CORPORATION NO.		
07	ADDRESS									
08	SECURED PARTY / LIEN CLAIMANT									
09	ADDRESS									

COLLATERAL CLASSIFICATION

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

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			
13	GENERAL			
14	COLLATERAL			
15	DESCRIPTION			

16	REGISTERING AGENT	ITC INVOICE TO CASH, INC.
17	ADDRESS	2600 SKYMARK AVE 3-103 MISSISSAUGA ON L4W5B2

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

CONTINUED... 38

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PROVINCE OF ONTARIO

RUN NUMBER : 274 MINISTRY OF GOVERNMENT SERVICES REPORT : PSSR060

RUN DATE : 2019/10/01 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 38

ID : 20191001093650.27 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : INDIVIDUAL NON-SPECIFIC

SEARCH CONDUCTED ON : SCOTT;FITZGERALD

FILE CURRENCY : 30SEP 2019

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		01		001		20130502 1402 1462 7674	

21 RECORD REFERENCED FILE NUMBER 670806252

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22			B RENEWAL	2	

		FIRST GIVEN NAME	INITIAL	SURNAME
23	REFERENCE			
24	DEBTOR/ TRANSFEROR BUSINESS NAME	AQUAFORCE POWER CLEAN INC.		
25	OTHER CHANGE			
26	REASON/			
27	DESCRIPTION			
28				
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR/			
03/	TRANSFEREE BUSINESS NAME			
06				ONTARIO CORPORATION NO.
04/07	ADDRESS			
29	ASSIGNOR			
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08				
09	ADDRESS			

COLLATERAL CLASSIFICATION

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

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			
13	GENERAL			
14	COLLATERAL			
15	DESCRIPTION			
16	REGISTERING AGENT OR	ITC INVOICE TO CASH, INC.		
17	SECURED PARTY/ LIEN CLAIMANT ADDRESS	2600 SKYMARK AVE 3-103	MISSISSAUGA	ON L4W5B2

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

CONTINUED... 39

TYPE OF SEARCH : INDIVIDUAL NON-SPECIFIC
SEARCH CONDUCTED ON : SCOTT;FITZGERALD
FILE CURRENCY : 30SEP 2019

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001	1		20130524 1534 1590 1227	

21 RECORD REFERENCED FILE NUMBER 670806252

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22		X	A AMENDMENT		

FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE
24 DEBTOR/TRANSFEROR BUSINESS NAME AQUAFORCE POWER CLEAN INC.
25 OTHER CHANGE
26 REASON/DESCRIPTION TO REMOVE CONSUMER GOODS FROM COLLATERAL CLASSIFICATION AND ADD
27 OTHER AND MOTOR VEHICLE. TO REMOVE AMOUNT AND DATE OF MATURITY.
28 TO DELETE GENERAL COLLATERAL DESCRIPTION
02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS
29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL V.I.N.

11 MOTOR
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR SECURED PARTY/LIEN CLAIMANT ADDRESS WILSON VUKELICH LLP (74-1016)
17 710 - 60 COLUMBIA WAY MARKHAM ON L3R 0C9

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

CONTINUED... 40

PROVINCE OF ONTARIO
RUN NUMBER : 274 MINISTRY OF GOVERNMENT SERVICES REPORT : PSSR060
RUN DATE : 2019/10/01 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 40
ID : 20191001093650.27 ENQUIRY SEARCH RESPONSE
TYPE OF SEARCH : INDIVIDUAL NON-SPECIFIC
SEARCH CONDUCTED ON : SCOTT;FITZGERALD
FILE CURRENCY : 30SEP 2019

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001		1		20130716 1118 1590 4147	

21 RECORD FILE NUMBER 670806252
REFERENCED

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22			D ASSIGNMENT		

		FIRST GIVEN NAME	INITIAL	SURNAME
23	REFERENCE			
24	DEBTOR/ TRANSFEROR BUSINESS NAME	AQUAFORCE POWER CLEAN INC.		
25	OTHER CHANGE			
26	REASON/			
27	DESCRIPTION			
28				
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR/			
03/	TRANSFEREE BUSINESS NAME			
06				ONTARIO CORPORATION NO.
04/07	ADDRESS			
29	ASSIGNOR	ITC INVOICE TO CASH, INC.		
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08		ACCUTRAC CAPITAL ITC INC.		
09	ADDRESS	74 MISSISSAGA STREET EAST	ORILLIA	ON L3V 1V5

COLLATERAL CLASSIFICATION

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

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			
13	GENERAL			
14	COLLATERAL			
15	DESCRIPTION			
16	REGISTERING AGENT OR	WILSON VUKELICH LLP (74-1016)		
17	SECURED PARTY/ LIEN CLAIMANT ADDRESS	710 - 60 COLUMBIA WAY	MARKHAM	ON L3R 0C9

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

CONTINUED... 41

TYPE OF SEARCH : INDIVIDUAL NON-SPECIFIC
SEARCH CONDUCTED ON : SCOTT;FITZGERALD
FILE CURRENCY : 30SEP 2019

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		01		001		20150525 1453 1590 6229	

21 RECORD REFERENCED FILE NUMBER 670806252

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22			B RENEWAL	2	

		FIRST GIVEN NAME	INITIAL	SURNAME
23	REFERENCE			
24	DEBTOR/ TRANSFEROR BUSINESS NAME	AQUAFORCE POWER CLEAN INC.		
25	OTHER CHANGE			
26	REASON/			
27	DESCRIPTION			
28				
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR/			
03/	TRANSFEREE BUSINESS NAME			
06				ONTARIO CORPORATION NO.
04/07	ADDRESS			
29	ASSIGNOR			
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08				
09	ADDRESS			

COLLATERAL CLASSIFICATION

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

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			
13	GENERAL			
14	COLLATERAL			
15	DESCRIPTION			

16	REGISTERING AGENT OR		WILSON VUKELICH LLP (JLG, FILE 74-1016)			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	710 - 60 COLUMBIA WAY	MARKHAM	ON	L3R 0C9

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

CONTINUED... 42

PROVINCE OF ONTARIO

RUN NUMBER : 274 — MINISTRY OF GOVERNMENT SERVICES — REPORT : PSSR060

RUN DATE : 2019/10/01 — PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM — PAGE : 42

ID : 20191001093650.27 — ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : INDIVIDUAL NON-SPECIFIC

SEARCH CONDUCTED ON : SCOTT;FITZGERALD

FILE CURRENCY : 30SEP 2019

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		01	001		20170524 1453 1590 4363	

21 RECORD REFERENCED — FILE NUMBER 670806252

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22			B RENEWAL	5	

	FIRST GIVEN NAME	INITIAL	SURNAME
23 REFERENCE			
24 DEBTOR/TRANSFEROR BUSINESS NAME	AQUAFORCE POWER CLEAN INC.		
25 OTHER CHANGE			
26 REASON/			
27 DESCRIPTION			
28			
02/ DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05 DEBTOR/			
03/ TRANSFEREE BUSINESS NAME			
06			ONTARIO CORPORATION NO.
04/07 ADDRESS			
29 ASSIGNOR			
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08			
09 ADDRESS			

COLLATERAL CLASSIFICATION

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

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR VEHICLE				
12				
13 GENERAL COLLATERAL				
14				
15 DESCRIPTION				

16 REGISTERING AGENT OR	ACCUTRAC CAPITAL SOLUTIONS INC.				
17 SECURED PARTY/LIEN CLAIMANT ADDRESS	174 WEST STREET SOUTH	ORILLIA	ON	L3V 6L4	

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

CONTINUED... 43

PROVINCE OF ONTARIO

RUN NUMBER : 274 — MINISTRY OF GOVERNMENT SERVICES — REPORT : PSSR060

RUN DATE : 2019/10/01 — PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM — PAGE : 43

ID : 20191001093650.27 — ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : INDIVIDUAL NON-SPECIFIC

SEARCH CONDUCTED ON : SCOTT;FITZGERALD

FILE CURRENCY : 30SEP 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER									
00	860515668									
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER		REGISTERED UNDER	REGISTRATION PERIOD	
01		01		001		20000403 1437 1530 4629		P PPSA	5	
	DATE OF BIRTH	FIRST GIVEN NAME			INITIAL	SURNAME				
02	DEBTOR 31MAY1965	SCOTT			E	FITZGERALD				
03	NAME BUSINESS NAME									
								ONTARIO CORPORATION NO.		
04	ADDRESS	41 BURLINGTON STREET				ETOBICOKE		ON	M8V 2L1	
	DATE OF BIRTH	FIRST GIVEN NAME			INITIAL	SURNAME				
05	DEBTOR									
06	NAME BUSINESS NAME	SCOTT FITZGERALD RESTAURANT MARKETING								
								ONTARIO CORPORATION NO.		
07	ADDRESS	41 BURLINGTON STREET				ETOBICOKE		ON	M8V 2L1	
08	SECURED PARTY / LIEN CLAIMANT	THE TORONTO-DOMINION BANK - BAY ST & QUEEN ST 12162					CAS 3472			
09	ADDRESS	394 BAY STREET & QUEEN STREET				TORONTO		ON	M5H 2Y3	

COLLATERAL CLASSIFICATION

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

	YEAR MAKE	MODEL	V.I.N.
11	MOTOR		
12	VEHICLE		
13	GENERAL		
14	COLLATERAL		
15	DESCRIPTION		
16	REGISTERING AGENT	CANADIAN SECURITIES REGISTRATION SYSTEMS	
17	ADDRESS	SUITE 180-13571 COMMERCE PARKWAY	RICHMOND BC V6V2L1

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

CONTINUED... 44

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PROVINCE OF ONTARIO

RUN NUMBER : 274 MINISTRY OF GOVERNMENT SERVICES REPORT : PSSR060

RUN DATE : 2019/10/01 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 44

ID : 20191001093650.27 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : INDIVIDUAL NON-SPECIFIC

SEARCH CONDUCTED ON : SCOTT;FITZGERALD

FILE CURRENCY : 30SEP 2019

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		01		001		20050316 1943 1531 1376	

21 RECORD FILE NUMBER 860515668
REFERENCED

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

		FIRST GIVEN NAME	INITIAL	SURNAME
23	REFERENCE	SCOTT	E	FITZGERALD

24 DEBTOR/ BUSINESS NAME
TRANSFEROR

25 OTHER CHANGE

26 REASON/

27 DESCRIPTION

28

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR/

03/ TRANSFEREE BUSINESS NAME

06 ONTARIO CORPORATION NO.

04/07 ADDRESS

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08

09 ADDRESS

COLLATERAL CLASSIFICATION

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

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			
13	GENERAL			
14	COLLATERAL			
15	DESCRIPTION			

16 REGISTERING AGENT OR CANADIAN SECURITIES REGISTRATION SYSTEMS

17 SECURED PARTY/ ADDRESS 4126 NORLAND AVENUE BURNABY BC V5G 3S8
LIEN CLAIMANT

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

CONTINUED... 45

PROVINCE OF ONTARIO

RUN NUMBER : 274 — MINISTRY OF GOVERNMENT SERVICES — REPORT : PSSR060

RUN DATE : 2019/10/01 — PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM — PAGE : 45

ID : 20191001093650.27 — ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : INDIVIDUAL NON-SPECIFIC

SEARCH CONDUCTED ON : SCOTT;FITZGERALD

FILE CURRENCY : 30SEP 2019

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		01		001		20100216 1949 1531 0597	

21 RECORD REFERENCED — FILE NUMBER 860515668

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22		X	B RENEWAL	10	

	FIRST GIVEN NAME	INITIAL	SURNAME
23 REFERENCE	SCOTT	E	FITZGERALD

24 DEBTOR/TRANSFEROR — BUSINESS NAME

25 OTHER CHANGE

26 REASON/

27 DESCRIPTION

28

02/ DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME

05 DEBTOR/

03/ TRANSFEREE — BUSINESS NAME

06 ONTARIO CORPORATION NO.

04/07 ADDRESS

29 ASSIGNOR

SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08

09 ADDRESS

COLLATERAL CLASSIFICATION

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

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR VEHICLE				

12 GENERAL COLLATERAL

13 DESCRIPTION

16 REGISTERING AGENT OR — CANADIAN SECURITIES REGISTRATION SYSTEMS

17 SECURED PARTY/LIEN CLAIMANT — ADDRESS — 4126 NORLAND AVENUE — BURNABY — BC — V5G 3S8

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

CONTINUED... 46

PROVINCE OF ONTARIO

RUN NUMBER : 274 MINISTRY OF GOVERNMENT SERVICES REPORT : PSSR060

RUN DATE : 2019/10/01 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 46

ID : 20191001093650.27 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : INDIVIDUAL NON-SPECIFIC

SEARCH CONDUCTED ON : SCOTT;FITZGERALD

FILE CURRENCY : 30SEP 2019

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
754706835	20190823 0955 1532 3812			
751722075	20190529 1529 1532 6679			
751077054	20190510 0947 9234 6424			
747687186	20190118 1409 1862 0917			
747406926	20190108 1439 1793 8883			
747259128	20190102 1653 1532 4283	20190102 1658 1532 4286		
740124486	20180605 1000 1532 5941	20190909 1438 1532 7226		
738543285	20180424 0812 1532 3218			
736708761	20180226 1012 1901 2041			
730758069	20170810 1448 9234 1367			
730197495	20170726 0924 1219 9419			
728567505	20170609 1028 1210 2442			
724767363	20170209 1935 1531 3698			
715335273	20160405 0916 1901 5690			
715113261	20160329 1238 6005 6773			
712782135	20151221 1004 1462 5516	20190821 1034 1462 6278		
710818641	20151013 1709 1462 1124			
707451498	20150625 1334 6005 1532			
670806252	20110620 1407 1462 3027	20130502 1402 1462 7674	20130524 1534 1590 1227	20130716 1118 1590 4147
	20150525 1453 1590 6229	20170524 1453 1590 4363		
860515668	20000403 1437 1530 4629	20050316 1943 1531 1376	20100216 1949 1531 0597	

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

TAB N

This is Exhibit N

Referred to in the

Affidavit of Michael Lickver

Sworn October 2, 2019



A Commissioner for taking affidavits

Shaan Tolani, a Commissioner, etc.,
Province of Ontario, while a Student-at-Law.
Expires May 11, 2021.

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COMMON SHARES

NUMBER C-2

SHARES (47.5)

2368523 ONTARIO LIMITED

INCORPORATED UNDER THE BUSINESS CORPORATIONS ACT OF THE PROVINCE OF ONTARIO

THIS CERTIFIES THAT ***DAVID SPHILT*** *is the registered holder of* ***Forty Seven Point Five (47.5) Common shares*** *in the capital of the Corporation. A transfer of the shares represented by this certificate will not be registered in the securities register of the Corporation except upon surrender of this certificate endorsed by the appropriate person subject always to the restrictions on the transfer of shares contained in the articles of the Corporation. The Corporation has a lien on the shares registered in the name of a shareholder or his legal representative for the indebtedness of that shareholder to the Corporation. The Corporation will furnish to a shareholder, on demand and without charge, a fully copy of the text of such restrictions and lien provisions.*

IN WITNESS WHEREOF the Corporation has caused this certificate to be signed by a director or officer of the Corporation this day of

NON-NEGOTIABLE

COMMON SHARES

C-1

(47.5)

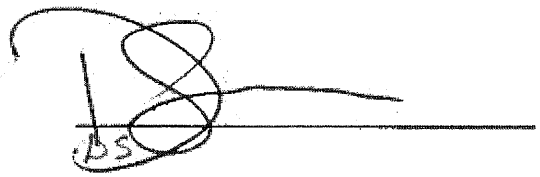
2368523 ONTARIO LIMITED

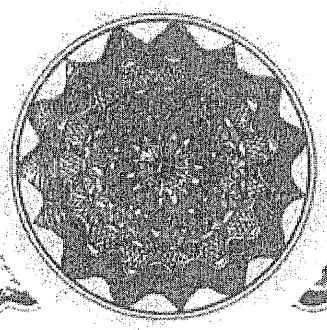
INCORPORATED UNDER THE BUSINESS CORPORATIONS ACT OF THE PROVINCE OF ONTARIO

THIS CERTIFIES THAT ***SCOTT FITZGERALD*** *is the registered holder of* ***Forty Seven Point Five (47.5) Common shares*** *in the capital of the Corporation. A transfer of the shares represented by this certificate will not be registered in the securities register of the Corporation except upon surrender of this certificate endorsed by the appropriate person subject always to the restrictions on the transfer of shares contained in the articles of the Corporation. The Corporation has a lien on the shares registered in the name of a shareholder or his legal representative for the indebtedness of that shareholder to the Corporation. The Corporation will furnish to a shareholder, on demand and without charge, a fully copy of the text of such restrictions and lien provisions.*

IN WITNESS WHEREOF the Corporation has caused this certificate to be signed by a director or officer of the Corporation this day of

NON-NEGOTIABLE





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TAB O

This is Exhibit O

Referred to in the

Affidavit of Michael Lickver

Sworn October 2, 2019

A Commissioner for taking affidavits

Shaan Tolani, a Commissioner, etc.,
Province of Ontario, while a Student-at-Law.
Expires May 11, 2021.

Bennett Jones
Gavin H. Finlayson
Partner
Direct Line: 416.777.5762
e-mail: finlaysong@bennettjones.com

Bennett Jones LLP
3400 One First Canadian Place, P.O. Box 130
Toronto, Ontario, M5X 1A4 Canada
T: 416.863.1200
F: 416.863.1716

August 15, 2019

VIA COURIER AND EMAIL

2368523 Ontario Limited. d/b/a Curative Cannabis
3513 Homewood Lane
London, ON
N6P 1K3
Attention: Mr. David Shpilt

Dear Sir:

Re: Auxly - Demand for Payment

We are the solicitors for Auxly Cannabis Group Inc. ("**Auxly**"). Capitalized terms not otherwise defined herein shall have the meanings given to them in the Promissory Note or the Security (each as defined below) as applicable, unless stated otherwise.

We reference the Amended and Restated Secured Promissory Note effective April 23, 2019 by and between 2368523 Ontario Ltd. d/b/a Curative Cannabis ("**Curative**") and Auxly (as may be amended, modified, supplemented, extended, renewed, restated or replaced from time to time, the "**Promissory Note**").

As of August 14, 2019, Curative is indebted to Auxly in the amount of **CAD$14,710,696.14** in respect of the Principal Amount, inclusive of principal and interest, current to that date.

The aforementioned indebtedness, including all "Obligations" (as defined in the Debenture) (collectively, the "**Indebtedness**") (plus all accruing interest, fees, costs, and expenses) is secured by certain security, including: (1) a General Security Agreement by and between Curative and Auxly made April 23, 2019; (2) a Demand Debenture dated April 23, 2019 issued by Curative to Auxly (the "**Debenture**"); (3) a Limited Recourse Guarantee made by Scott Fitzgerald ("**Fitzgerald**") and David Shpilt ("**Shpilt**") in favour of Auxly as of April 23, 2019; (4) a Pledge Agreement between Fitzgerald, Shpilt and Auxly dated April 23, 2019; and (5) a fixed specific mortgage and charge for CAD$18,000,000 in favour of Auxly against the real properties identified as PIN 00736-0250 (LT) and PIN 00736-0221(LT) (collectively, the "**Security**").

The Maturity Date under the Promissory Note occurred on August 5, 2019 and Auxly has advised us that Curative failed to pay the Indebtedness on or prior to the Maturity Date. Accordingly, Curative is in default of the terms of the Promissory Note and the Security and the Indebtedness is due and immediately payable.

On behalf of Auxly, we hereby demand immediate payment of the Indebtedness (plus all accruing interest, fees, costs, and expenses).

Payment is to be made to Bennett Jones LLP, in trust, Suite 3400, One First Canadian Place, Toronto, Ontario M5X 1A4 to the attention of Mr. Gavin H. Finlayson.

Failing immediate payment or alternative arrangements satisfactory to Auxly to address payment of the Indebtedness, our client intends to take such steps as it considers necessary or appropriate, including proceedings to enforce the Security, to recover payment of the Indebtedness (plus all accruing interest, fees, costs, and expenses) in full without further notice.

We enclose a copy of a Notice of Intention to Enforce Security issued pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

As you are also aware, Auxly has made arrangements to pay third-party vendors on Curative's behalf in connection with the construction of certain of Curative's facilities and future operations (collectively "**Future Construction Costs**"). At this time, Auxly intends to continue to make payments in respect of Future Construction Costs as they come due. Pursuant to the terms of the Promissory Note and the Security, all payments made by Auxly in respect of Future Construction Costs and any interest accrued in connection therewith are subject to the Security and shall be added to and form part of the outstanding Indebtedness and Obligations. Notwithstanding the payment of any Future Construction Costs by Auxly, Auxly expressly reserves the right to cease making any and all payments in respect of Future Constriction Costs at any time, in its sole discretion.

Yours truly,

BENNETT JONES LLP

Gavin H. Finlayson

C: Michael Shakra (Bennett Jones LLP)

NOTICE OF INTENTION TO ENFORCE SECURITY

TO: 2368523 Ontario Limited d/b/a Curative Cannabis ("Curative"), an insolvent person.

TAKE NOTICE THAT:

1. Auxly Cannabis Group Inc. ("**Auxly**"), a secured creditor, intends to enforce its security on all present and after-acquired undertaking and property of Curative of any nature whatsoever (including, without limitation, equipment, inventory, accounts, intangibles, documents of title, chattel paper, instruments, money, securities, documents, real property, and proceeds), all as more particularly described in the body of and schedules to the Security, as defined below.

2. The Security that is to be enforced is in the form of: a General Security Agreement by and between Curative and Auxly made April 23, 2019; (2) a Demand Debenture dated April 23, 2019 issued by Curative to Auxly; (3) a Limited Recourse Guarantee made by Scott Fitzgerald ("**Fitzgerald**") and David Shpilt ("**Shpilt**") in favour of Auxly as of April 23, 2019; (4) a Pledge Agreement between Fitzgerald, Shpilt and Auxly dated April 23, 2019; and (5) a fixed specific mortgage and charge for CAD$18,000,000 in favour of Auxly against the real properties identified as PIN 00736-0250 (LT) and PIN 00736-0221(LT) (collectively, the "**Security**").

3. As of August 14, 2019 Curative is indebted to Auxly in the amount of **CAD$14,710,696.14** in respect of the Principal Amount, inclusive of principal and interest, current to that date.

4. Auxly will not have the right to enforce the Security until after the expiry of the ten (10) day period after this notice is sent, unless Curative consents to an earlier enforcement.

DATED at Toronto this 15th day of August 2019

Auxly Cannabis Group Inc.
(by its lawyers)

BENNETT JONES LLP
1 First Canadian Place
Suite 3400, P.O. Box 130
Toronto, Ontario M5X 1A4
Attention: Mr. Gavin H. Finlayson

Bennett Jones
Gavin H. Finlayson
Partner
Direct Line: 416.777.5762
e-mail: finlaysong@bennettjones.com

Bennett Jones LLP
3400 One First Canadian Place, P.O. Box 130
Toronto, Ontario, M5X 1A4 Canada
T: 416.863.1200
F: 416.863.1716

August 15, 2019

VIA COURIER AND EMAIL

David Shpilt
3513 Homewood Lane
London, ON
N6P 1K3

Dear Sir:

Re: Auxly – Demand for Payment

We are the solicitors for Auxly Cannabis Group Inc. ("**Auxly**"). Capitalized terms not otherwise defined herein shall have the meanings given to them in the Promissory Note or the Security (each as defined below) as applicable, unless stated otherwise.

We reference: (1) the Amended and Restated Secured Promissory Note effective April 23, 2019 by and between 2368523 Ontario Limited. d/b/a Curative Cannabis ("**Curative**") and Auxly (as amended, modified, supplemented, extended, renewed, restated or replaced from time to time, the "**Promissory Note**"); (2) a Limited Recourse Guarantee made by Scott Fitzgerald ("**Fitzgerald**") and David Shpilt ("**Shpilt**") in favour of Auxly as of April 23, 2019 (the "**Guarantee**"); and (3) a Pledge Agreement between Fitzgerald, Shpilt and Auxly dated April 23, 2019 (the "**Share Pledge**").

As of August 14, 2019 Curative is indebted to Auxly in the amount of **CAD$14,710,696.14** in respect of the Principal Amount, inclusive of principal and interest, current to that date (the "**Indebtedness**").

By letter dated August 15, 2019, sent on behalf of Auxly, we have demanded payment from Curative in respect of the Indebtedness, plus all accruing interest, fees and costs, including professional costs (the "**Demand Letter**"). A copy of the Demand Letter is attached.

The Guarantee and the Share Pledge are held in support of all Indebtedness, plus all further principal, accruing interest, and existing and further fees and costs, including professional costs.

On behalf of Auxly, we hereby demand immediate payment of the Indebtedness (plus all accruing interest, fees, costs, and expenses).

Payment is to be made to Bennett Jones LLP, in trust, Suite 3400, One First Canadian Place, Toronto, Ontario M5X 1A4 to the attention of Mr. Gavin H. Finlayson.

Failing immediate payment or alternative arrangements satisfactory to Auxly to address payment of the Indebtedness, our client intends to take such steps as it considers necessary or appropriate, including proceedings to enforce the Guarantee and Share Pledge, to recover payment of the Indebtedness (plus all accruing interest and all accrued and accruing fees, costs, and expenses) in full without further notice.

We enclose a copy of a Notice of Intention to Enforce Security issued pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

Yours truly,

BENNETT JONES LLP

Gavin H. Finlayson

C: Michael Shakra (Bennett Jones LLP)

NOTICE OF INTENTION TO ENFORCE SECURITY

TO: David Shpilt ("Shpilt").

TAKE NOTICE THAT:

1. Auxly Cannabis Group Inc. ("**Auxly**"), a secured creditor, intends to enforce its security on the Collateral as that term is defined in the Pledge Agreement between Scott Fitzgerald "**Fitzgerald**"), Shpilt and Auxly dated April 23, 2019 (the "**Share Pledge**").

2. The security that is to be enforced is in the form of the Share Pledge and a Limited Recourse Guarantee made by Fitzgerald and Shpilt in favour of Auxly as of April 23, 2019 (collectively, the "**Security**").

3. As of August 14, 2019 Curative is indebted to Auxly in the amount of **CAD$14,710,696.14** in respect of the Principal Amount, inclusive of principal and interest, current to that date.

4. Auxly will not have the right to enforce the Security until after the expiry of the ten (10) day period after this notice is sent, unless Shpilt consents to an earlier enforcement.

DATED at Toronto this 15th day of August 2019

Auxly Cannabis Group Inc.
(by its lawyers)

BENNETT JONES LLP
1 First Canadian Place
Suite 3400, P.O. Box 130
Toronto, Ontario M5X 1A4
Attention: Mr. Gavin H. Finlayson

Bennett Jones
Gavin H. Finlayson
Partner
Direct Line: 416.777.5762
e-mail: finlaysong@bennettjones.com

Bennett Jones LLP
3400 One First Canadian Place, P.O. Box 130
Toronto, Ontario, M5X 1A4 Canada
T: 416.863.1200
F: 416.863.1716

August 15, 2019

VIA COURIER AND EMAIL

2368523 Ontario Limited. d/b/a Curative Cannabis
3513 Homewood Lane
London, ON
N6P 1K3
Attention: Mr. David Shpilt

Dear Sir:

Re: Auxly - Demand for Payment

We are the solicitors for Auxly Cannabis Group Inc. ("**Auxly**"). Capitalized terms not otherwise defined herein shall have the meanings given to them in the Promissory Note or the Security (each as defined below) as applicable, unless stated otherwise.

We reference the Amended and Restated Secured Promissory Note effective April 23, 2019 by and between 2368523 Ontario Ltd. d/b/a Curative Cannabis ("**Curative**") and Auxly (as may be amended, modified, supplemented, extended, renewed, restated or replaced from time to time, the "**Promissory Note**").

As of August 14, 2019, Curative is indebted to Auxly in the amount of **CAD$14,710,696.14** in respect of the Principal Amount, inclusive of principal and interest, current to that date.

The aforementioned indebtedness, including all "Obligations" (as defined in the Debenture) (collectively, the "**Indebtedness**") (plus all accruing interest, fees, costs, and expenses) is secured by certain security, including: (1) a General Security Agreement by and between Curative and Auxly made April 23, 2019; (2) a Demand Debenture dated April 23, 2019 issued by Curative to Auxly (the "**Debenture**"); (3) a Limited Recourse Guarantee made by Scott Fitzgerald ("**Fitzgerald**") and David Shpilt ("**Shpilt**") in favour of Auxly as of April 23, 2019; (4) a Pledge Agreement between Fitzgerald, Shpilt and Auxly dated April 23, 2019; and (5) a fixed specific mortgage and charge for CAD$18,000,000 in favour of Auxly against the real properties identified as PIN 00736-0250 (LT) and PIN 00736-0221(LT) (collectively, the "**Security**").

The Maturity Date under the Promissory Note occurred on August 5, 2019 and Auxly has advised us that Curative failed to pay the Indebtedness on or prior to the Maturity Date. Accordingly, Curative is in default of the terms of the Promissory Note and the Security and the Indebtedness is due and immediately payable.

On behalf of Auxly, we hereby demand immediate payment of the Indebtedness (plus all accruing interest, fees, costs, and expenses).

Payment is to be made to Bennett Jones LLP, in trust, Suite 3400, One First Canadian Place, Toronto, Ontario M5X 1A4 to the attention of Mr. Gavin H. Finlayson.

Failing immediate payment or alternative arrangements satisfactory to Auxly to address payment of the Indebtedness, our client intends to take such steps as it considers necessary or appropriate, including proceedings to enforce the Security, to recover payment of the Indebtedness (plus all accruing interest, fees, costs, and expenses) in full without further notice.

We enclose a copy of a Notice of Intention to Enforce Security issued pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

As you are also aware, Auxly has made arrangements to pay third-party vendors on Curative's behalf in connection with the construction of certain of Curative's facilities and future operations (collectively "**Future Construction Costs**"). At this time, Auxly intends to continue to make payments in respect of Future Construction Costs as they come due. Pursuant to the terms of the Promissory Note and the Security, all payments made by Auxly in respect of Future Construction Costs and any interest accrued in connection therewith are subject to the Security and shall be added to and form part of the outstanding Indebtedness and Obligations. Notwithstanding the payment of any Future Construction Costs by Auxly, Auxly expressly reserves the right to cease making any and all payments in respect of Future Constriction Costs at any time, in its sole discretion.

Yours truly,

BENNETT JONES LLP

Gavin H. Finlayson

C: Michael Shakra (Bennett Jones LLP)

NOTICE OF INTENTION TO ENFORCE SECURITY

TO: 2368523 Ontario Limited d/b/a Curative Cannabis ("Curative"), an insolvent person.

TAKE NOTICE THAT:

1. Auxly Cannabis Group Inc. ("**Auxly**"), a secured creditor, intends to enforce its security on all present and after-acquired undertaking and property of Curative of any nature whatsoever (including, without limitation, equipment, inventory, accounts, intangibles, documents of title, chattel paper, instruments, money, securities, documents, real property, and proceeds), all as more particularly described in the body of and schedules to the Security, as defined below.

2. The Security that is to be enforced is in the form of: a General Security Agreement by and between Curative and Auxly made April 23, 2019; (2) a Demand Debenture dated April 23, 2019 issued by Curative to Auxly; (3) a Limited Recourse Guarantee made by Scott Fitzgerald ("**Fitzgerald**") and David Shpilt ("**Shpilt**") in favour of Auxly as of April 23, 2019; (4) a Pledge Agreement between Fitzgerald, Shpilt and Auxly dated April 23, 2019; and (5) a fixed specific mortgage and charge for CAD$18,000,000 in favour of Auxly against the real properties identified as PIN 00736-0250 (LT) and PIN 00736-0221(LT) (collectively, the "**Security**").

3. As of August 14, 2019 Curative is indebted to Auxly in the amount of **CAD$14,710,696.14** in respect of the Principal Amount, inclusive of principal and interest, current to that date.

4. Auxly will not have the right to enforce the Security until after the expiry of the ten (10) day period after this notice is sent, unless Curative consents to an earlier enforcement.

DATED at Toronto this 15th day of August 2019

Auxly Cannabis Group Inc.
(by its lawyers)

BENNETT JONES LLP
1 First Canadian Place
Suite 3400, P.O. Box 130
Toronto, Ontario M5X 1A4
Attention: Mr. Gavin H. Finlayson

Bennett Jones

Gavin H. Finlayson
Partner
Direct Line: 416.777.5762
e-mail: finlaysong@bennettjones.com

Bennett Jones LLP
3400 One First Canadian Place, P.O. Box 130
Toronto, Ontario, M5X 1A4 Canada
T: 416.863.1200
F: 416.863.1716

August 15, 2019

VIA COURIER AND EMAIL

Scott Fitzgerald
829 Cresthaven Crescent
London, ON
N6K 4W4

Dear Sir:

Re: Auxly – Demand for Payment

We are the solicitors for Auxly Cannabis Group Inc. ("**Auxly**"). Capitalized terms not otherwise defined herein shall have the meanings given to them in the Promissory Note or the Security (each as defined below) as applicable, unless stated otherwise.

We reference: (1) the Amended and Restated Secured Promissory Note effective April 23, 2019 by and between 2368523 Ontario Limited. d/b/a Curative Cannabis ("**Curative**") and Auxly (as amended, modified, supplemented, extended, renewed, restated or replaced from time to time, the "**Promissory Note**"); (2) a Limited Recourse Guarantee made by Scott Fitzgerald ("**Fitzgerald**") and David Shpilt ("**Shpilt**") in favour of Auxly as of April 23, 2019 (the "**Guarantee**"); and (3) a Pledge Agreement between Fitzgerald, Shpilt and Auxly dated April 23, 2019 (the "**Share Pledge**").

As of August 14, 2019 Curative is indebted to Auxly in the amount of **CAD$14,710,696.14** in respect of the Principal Amount, inclusive of principal and interest, current to that date (the "**Indebtedness**").

By letter dated August 15, 2019, sent on behalf of Auxly, we have demanded payment from Curative in respect of the Indebtedness, plus all accruing interest, fees and costs, including professional costs (the "**Demand Letter**"). A copy of the Demand Letter is attached.

The Guarantee and the Share Pledge are held in support of all Indebtedness, plus all further principal, accruing interest, and existing and further fees and costs, including professional costs.

On behalf of Auxly, we hereby demand immediate payment of the Indebtedness (plus all accruing interest, fees, costs, and expenses).

Payment is to be made to Bennett Jones LLP, in trust, Suite 3400, One First Canadian Place, Toronto, Ontario M5X 1A4 to the attention of Mr. Gavin H. Finlayson.

Failing immediate payment or alternative arrangements satisfactory to Auxly to address payment of the Indebtedness, our client intends to take such steps as it considers necessary or appropriate, including proceedings to enforce the Guarantee and Share Pledge, to recover payment of the Indebtedness (plus all accruing interest and all accrued and accruing fees, costs, and expenses) in full without further notice.

We enclose a copy of a Notice of Intention to Enforce Security issued pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

Yours truly,

BENNETT JONES LLP

Gavin H. Finlayson

C: Michael Shakra (Bennett Jones LLP)

NOTICE OF INTENTION TO ENFORCE SECURITY

TO: Scott Fitzgerald ("Fitzgerald").

TAKE NOTICE THAT:

1. Auxly Cannabis Group Inc. ("**Auxly**"), a secured creditor, intends to enforce its security on the Collateral as that term is defined in the Pledge Agreement between Fitzgerald, David Shpilt ("**Shpilt**") and Auxly dated April 23, 2019 (the "**Share Pledge**").

2. The security that is to be enforced is in the form of the Share Pledge and a Limited Recourse Guarantee made by Fitzgerald and Shpilt in favour of Auxly as of April 23, 2019 (collectively, the "**Security**").

3. As of August 14, 2019 Curative is indebted to Auxly in the amount of **CAD$14,710,696.14** in respect of the Principal Amount, inclusive of principal and interest, current to that date.

4. Auxly will not have the right to enforce the Security until after the expiry of the ten (10) day period after this notice is sent, unless Fitzgerald consents to an earlier enforcement.

DATED at Toronto this 15th day of August 2019

Auxly Cannabis Group Inc.
(by its lawyers)

BENNETT JONES LLP
1 First Canadian Place
Suite 3400, P.O. Box 130
Toronto, Ontario M5X 1A4
Attention: Mr. Gavin H. Finlayson

Bennett Jones
Gavin H. Finlayson
Partner
Direct Line: 416.777.5762
e-mail: finlaysong@bennettjones.com

Bennett Jones LLP
3400 One First Canadian Place, P.O. Box 130
Toronto, Ontario, M5X 1A4 Canada
T: 416.863.1200
F: 416.863.1716

August 15, 2019

VIA COURIER AND EMAIL

2368523 Ontario Limited. d/b/a Curative Cannabis
3513 Homewood Lane
London, ON
N6P 1K3
Attention: Mr. David Shpilt

Dear Sir:

Re: Auxly - Demand for Payment

We are the solicitors for Auxly Cannabis Group Inc. ("**Auxly**"). Capitalized terms not otherwise defined herein shall have the meanings given to them in the Promissory Note or the Security (each as defined below) as applicable, unless stated otherwise.

We reference the Amended and Restated Secured Promissory Note effective April 23, 2019 by and between 2368523 Ontario Ltd. d/b/a Curative Cannabis ("**Curative**") and Auxly (as may be amended, modified, supplemented, extended, renewed, restated or replaced from time to time, the "**Promissory Note**").

As of August 14, 2019, Curative is indebted to Auxly in the amount of **CAD$14,710,696.14** in respect of the Principal Amount, inclusive of principal and interest, current to that date.

The aforementioned indebtedness, including all "Obligations" (as defined in the Debenture) (collectively, the "**Indebtedness**") (plus all accruing interest, fees, costs, and expenses) is secured by certain security, including: (1) a General Security Agreement by and between Curative and Auxly made April 23, 2019; (2) a Demand Debenture dated April 23, 2019 issued by Curative to Auxly (the "**Debenture**"); (3) a Limited Recourse Guarantee made by Scott Fitzgerald ("**Fitzgerald**") and David Shpilt ("**Shpilt**") in favour of Auxly as of April 23, 2019; (4) a Pledge Agreement between Fitzgerald, Shpilt and Auxly dated April 23, 2019; and (5) a fixed specific mortgage and charge for CAD$18,000,000 in favour of Auxly against the real properties identified as PIN 00736-0250 (LT) and PIN 00736-0221(LT) (collectively, the "**Security**").

The Maturity Date under the Promissory Note occurred on August 5, 2019 and Auxly has advised us that Curative failed to pay the Indebtedness on or prior to the Maturity Date. Accordingly, Curative is in default of the terms of the Promissory Note and the Security and the Indebtedness is due and immediately payable.

On behalf of Auxly, we hereby demand immediate payment of the Indebtedness (plus all accruing interest, fees, costs, and expenses).

Payment is to be made to Bennett Jones LLP, in trust, Suite 3400, One First Canadian Place, Toronto, Ontario M5X 1A4 to the attention of Mr. Gavin H. Finlayson.

Failing immediate payment or alternative arrangements satisfactory to Auxly to address payment of the Indebtedness, our client intends to take such steps as it considers necessary or appropriate, including proceedings to enforce the Security, to recover payment of the Indebtedness (plus all accruing interest, fees, costs, and expenses) in full without further notice.

We enclose a copy of a Notice of Intention to Enforce Security issued pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

As you are also aware, Auxly has made arrangements to pay third-party vendors on Curative's behalf in connection with the construction of certain of Curative's facilities and future operations (collectively "**Future Construction Costs**"). At this time, Auxly intends to continue to make payments in respect of Future Construction Costs as they come due. Pursuant to the terms of the Promissory Note and the Security, all payments made by Auxly in respect of Future Construction Costs and any interest accrued in connection therewith are subject to the Security and shall be added to and form part of the outstanding Indebtedness and Obligations. Notwithstanding the payment of any Future Construction Costs by Auxly, Auxly expressly reserves the right to cease making any and all payments in respect of Future Constriction Costs at any time, in its sole discretion.

Yours truly,

BENNETT JONES LLP

Gavin H. Finlayson

C: Michael Shakra (Bennett Jones LLP)

NOTICE OF INTENTION TO ENFORCE SECURITY

TO: 2368523 Ontario Limited d/b/a Curative Cannabis ("Curative"), an insolvent person.

TAKE NOTICE THAT:

1. Auxly Cannabis Group Inc. ("**Auxly**"), a secured creditor, intends to enforce its security on all present and after-acquired undertaking and property of Curative of any nature whatsoever (including, without limitation, equipment, inventory, accounts, intangibles, documents of title, chattel paper, instruments, money, securities, documents, real property, and proceeds), all as more particularly described in the body of and schedules to the Security, as defined below.

2. The Security that is to be enforced is in the form of: a General Security Agreement by and between Curative and Auxly made April 23, 2019; (2) a Demand Debenture dated April 23, 2019 issued by Curative to Auxly; (3) a Limited Recourse Guarantee made by Scott Fitzgerald ("**Fitzgerald**") and David Shpilt ("**Shpilt**") in favour of Auxly as of April 23, 2019; (4) a Pledge Agreement between Fitzgerald, Shpilt and Auxly dated April 23, 2019; and (5) a fixed specific mortgage and charge for CAD$18,000,000 in favour of Auxly against the real properties identified as PIN 00736-0250 (LT) and PIN 00736-0221(LT) (collectively, the "**Security**").

3. As of August 14, 2019 Curative is indebted to Auxly in the amount of **CAD$14,710,696.14** in respect of the Principal Amount, inclusive of principal and interest, current to that date.

4. Auxly will not have the right to enforce the Security until after the expiry of the ten (10) day period after this notice is sent, unless Curative consents to an earlier enforcement.

DATED at Toronto this 15th day of August 2019

Auxly Cannabis Group Inc.
(by its lawyers)

BENNETT JONES LLP
1 First Canadian Place
Suite 3400, P.O. Box 130
Toronto, Ontario M5X 1A4
Attention: Mr. Gavin H. Finlayson

TAB P

This is Exhibit P

Referred to in the

Affidavit of Michael Lickver

Sworn October 2, 2019



A Commissioner for taking affidavits

Shaan Tolani, a Commissioner, etc.,
Province of Ontario, while a Student-at-Law.
Expires May 11, 2021.

Bennett Jones

Bennett Jones LLP
3400 One First Canadian Place, P.O. Box 130
Toronto, Ontario, M5X 1A4 Canada
T: 416.863.1200
F: 416.863.1716

Gavin H. Finlayson
Partner
Direct Line: 416.777.5762
e-mail: finlaysong@bennettjones.com

August 29, 2019

VIA EMAIL

2368523 Ontario Limited. d/b/a Curative Cannabis
3513 Homewood Lane
London, ON
N6P 1K3

Attention: David Shpilt

Dear Sir:

Re: Auxly - Notice of Foreclosure

We are the solicitors for Auxly Cannabis Group Inc. ("**Auxly**") a secured creditor of David Shpilt ("**Shpilt**"), Scott Fitzgerald ("**Fitzgerald**") and 2368523 Ontario Limited. d/b/a Curative Cannabis ("**Curative**").

As of August 28, 2019, Curative is indebted to Auxly in the amount of **CAD$14,805,075** in respect of the Principal Amount, inclusive of principal, interest and costs current to that date (the "**Indebtedness**").

By letter dated August 15, 2019, sent on behalf of Auxly, we demanded payment from Curative in respect of the Indebtedness as of that date, plus all accruing interest, fees and costs, including professional costs.

As of the date of this letter, no payment has been made to Auxly in respect of the Indebtedness and alternative arrangements satisfactory to Auxly to address payment of the Indebtedness have not been arranged. As such, Auxly intends to foreclose on all of the common shares of 2368523 Ontario Ltd. previously pledged by Fitzgerald and Shpilt to Auxly in full satisfaction of the Indebtedness.

We enclose a copy of a Notice for Foreclosure issued pursuant to subsections 63(4) and 65(2) of the *Personal Property Security Act* (Ontario) in respect of Fitzgerald and Shpilt.

Yours truly,
BENNETT JONES LLP

Gavin H. Finlayson
C: Michael Shakra (Bennett Jones LLP)

NOITCE FOR FORECLSOURE

TO: 2368523 Ontario Limited. d/b/a Curative Cannabis

TAKE NOTICE THAT:

1. Auxly Cannabis Group Inc. ("**Auxly**"), a secured creditor of Scott Fitzgerald ("**Fitzgerald**"), intends to enforce its security on the Collateral (the "**Collateral**") as that term is defined in the Pledge Agreement between Fitzgerald, David Shpilt ("**Shpilt**") and Auxly dated April 23, 2019 (the "**Share Pledge**").

2. The security that is to be enforced is in the form of the Share Pledge and a Limited Recourse Guarantee made by Fitzgerald and Shpilt in favour of Auxly as of April 23, 2019 (collectively, the "**Security**").

3. As of August 28, 2019, 2368523 Ontario Limited. d/b/a Curative Cannabis is indebted to Auxly in the amount of **CAD$14,805,075**, inclusive of principal and interest, current to that date (the "**Indebtedness**").

4. Auxly proposes to accept the Collateral in full satisfaction of the Indebtedness pursuant to section 65 of the *Personal Property Security Act* (Ontario).

5. The amounts required to satisfy the Indebtedness secured by the Security are, as at August 28, 2019 as follows: **CAD$14,805,075**, inclusive of principal, interest and costs current to that date, plus all further principal, accruing interest, and existing and further fees and costs, including professional costs.

6. If you object to this proposal, you must deliver your written objection, with reasons therefor, to Auxly, such that your written objection is actually received by Auxly within the earlier of 15 days from your receipt of this notice or September 13, 2019.

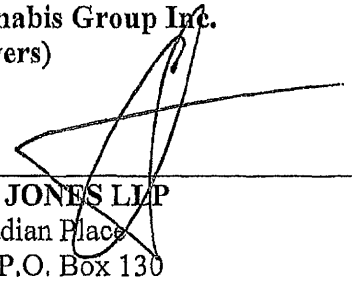
7. This notice is being delivered to you because it appears that you may have an interest in all or part of the Collateral. The delivery of this notice is not an acknowledgment of the existence or validity of any interest you may have in all or part of the Collateral.

8. Auxly may require an objector to furnish proof of its interest in the Collateral. If the objector does not furnish proof within 10 days of the demand for such proof (delivered to the address set out in the objection), Auxly will proceed as if no objection has been made.

9. If no effective objection is made, Auxly will become the owner of the Collateral by operation of law, free of all subordinate interests and rights.

DATED at Toronto this 29th day of August 2019

Auxly Cannabis Group Inc.
(by its lawyers)



BENNETT JONES LLP
1 First Canadian Place
Suite 3400, P.O. Box 130
Toronto, Ontario M5X 1A4
Attention: Mr. Gavin H. Finlayson

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Bennett Jones

Bennett Jones LLP
3400 One First Canadian Place, P.O. Box 130
Toronto, Ontario, M5X 1A4 Canada
T: 416.863.1200
F: 416.863.1716

Gavin H. Finlayson
Partner
Direct Line: 416.777.5762
e-mail: finlaysong@bennettjones.com

August 29, 2019

VIA EMAIL

David Shpilt
3513 Homewood Lane
London, ON
N6P 1K3

Dear Sir:

Re: Auxly - Notice of Foreclosure

We are the solicitors for Auxly Cannabis Group Inc. ("**Auxly**"). Capitalized terms not otherwise defined herein shall have the meanings given to them in the Promissory Note (as defined below) unless stated otherwise.

We reference: (1) the Amended and Restated Secured Promissory Note effective April 23, 2019 by and between 2368523 Ontario Limited. d/b/a Curative Cannabis ("**Curative**") and Auxly (as amended, modified, supplemented, extended, renewed, restated or replaced from time to time, the "**Promissory Note**"); (2) a Limited Recourse Guarantee made by Scott Fitzgerald ("**Fitzgerald**") and David Shpilt ("**Shpilt**") in favour of Auxly as of April 23, 2019 (the "**Guarantee**"); and (3) a Pledge Agreement between Fitzgerald, Shpilt and Auxly dated April 23, 2019 (the "**Share Pledge**").

As of August 28, 2019, Curative is indebted to Auxly in the amount of **CAD$14,805,075** in respect of the Principal Amount, inclusive of principal, interest and costs, current to that date (the "**Indebtedness**").

By letter dated August 15, 2019, sent on behalf of Auxly, we demanded payment from Curative in respect of the Indebtedness as of that date, plus all accruing interest, fees and costs, including professional costs.

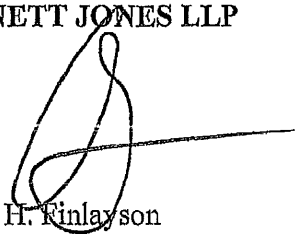
The Guarantee and the Share Pledge are held in support of all Indebtedness, plus all further principal, accruing interest, and existing and further fees and costs, including professional costs. Accordingly, by letter dated August 15, 2019, demand for payment of the Indebtedness as of that date was also made on you and Fitzgerald.

As of the date of this letter, no payment has been made to Auxly in respect of the Indebtedness and alternative arrangements satisfactory to Auxly to address payment of the Indebtedness have not been arranged. As such, Auxly intends to foreclose on the Collateral (as defined in the Share Pledge) in full satisfaction of the Indebtedness.

We enclose a copy of a Notice for Foreclosure issued pursuant to subsections 63(4) and 65(2) of the *Personal Property Security Act* (Ontario).

Yours truly,

BENNETT JONES LLP



Gavin H. Finlayson

C: Michael Shakra (Bennett Jones LLP)

NOITCE FOR FORECLSOURE

TO: David Shpilt ("Shpilt").

TAKE NOTICE THAT:

1. Auxly Cannabis Group Inc. ("**Auxly**"), a secured creditor, intends to enforce its security on the Collateral (the "**Collateral**") as that term is defined in the Pledge Agreement between Scott Fitzgerald ("**Fitzgerald**"), Shpilt and Auxly dated April 23, 2019 (the "**Share Pledge**").

2. The security that is to be enforced is in the form of the Share Pledge and a Limited Recourse Guarantee made by Fitzgerald and Shpilt in favour of Auxly as of April 23, 2019 (collectively, the "**Security**").

3. As of August 28, 2019, 2368523 Ontario Limited. d/b/a Curative Cannabis is indebted to Auxly in the amount of **CAD$$14,805,075**, inclusive of principal and interest, current to that date (the "**Indebtedness**").

4. Auxly proposes to accept the Collateral in full satisfaction of the Indebtedness pursuant to section 65 of the *Personal Property Security Act* (Ontario).

5. The amounts required to satisfy the Indebtedness secured by the Security are, as at August 28, 2019 as follows: **CAD$14,805,075**, inclusive of principal and interest current to that date, plus all further principal, accruing interest, and existing and further fees and costs, including professional costs.

6. If you object to this proposal, you must deliver your written objection, with reasons therefor, to Auxly, such that your written objection is actually received by Auxly within the earlier of 15 days from your receipt of this notice or September 13, 2019.

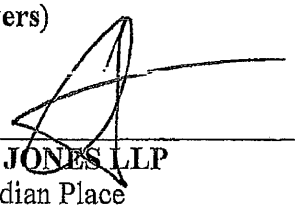
7. This notice is being delivered to you because it appears that you may have an interest in all or part of the Collateral. The delivery of this notice is not an acknowledgment of the existence or validity of any interest you may have in all or part of the Collateral.

8. Auxly may require an objector to furnish proof of its interest in the Collateral. If the objector does not furnish proof within 10 days of the demand for such proof (delivered to the address set out in the objection), Auxly will proceed as if no objection has been made.

9. If no effective objection is made, Auxly will become the owner of the Collateral by operation of law, free of all subordinate interests and rights.

DATED at Toronto this 29th day of August 2019

Auxly Cannabis Group Inc.
(by its lawyers)



BENNETT JONES LLP
1 First Canadian Place
Suite 3400, P.O. Box 130
Toronto, Ontario M5X 1A4
Attention: Mr. Gavin H. Finlayson

Bennett Jones

Bennett Jones LLP
3400 One First Canadian Place, P.O. Box 130
Toronto, Ontario, M5X 1A4 Canada
T: 416.863.1200
F: 416.863.1716

Gavin H. Finlayson
Partner
Direct Line: 416.777.5762
e-mail: finlaysong@bennettjones.com

August 29, 2019

VIA EMAIL

Scott Fitzgerald
829 Cresthaven Crescent
London, ON
N6K 4W4

Dear Sir:

Re: Auxly - Notice of Foreclosure

We are the solicitors for Auxly Cannabis Group Inc. ("**Auxly**"). Capitalized terms not otherwise defined herein shall have the meanings given to them in the Promissory Note (as defined below) unless stated otherwise.

We reference: (1) the Amended and Restated Secured Promissory Note effective April 23, 2019 by and between 2368523 Ontario Limited. d/b/a Curative Cannabis ("**Curative**") and Auxly (as amended, modified, supplemented, extended, renewed, restated or replaced from time to time, the "**Promissory Note**"); (2) a Limited Recourse Guarantee made by Scott Fitzgerald ("**Fitzgerald**") and David Shpilt ("**Shpilt**") in favour of Auxly as of April 23, 2019 (the "**Guarantee**"); and (3) a Pledge Agreement between Fitzgerald, Shpilt and Auxly dated April 23, 2019 (the "**Share Pledge**").

As of August 28, 2019, Curative is indebted to Auxly in the amount of **CAD$14,805,075** in respect of the Principal Amount, inclusive of principal, interest and costs, current to that date (the "**Indebtedness**").

By letter dated August 15, 2019, sent on behalf of Auxly, we demanded payment from Curative in respect of the Indebtedness as of that date, plus all accruing interest, fees and costs, including professional costs.

The Guarantee and the Share Pledge are held in support of all Indebtedness, plus all further principal, accruing interest, and existing and further fees and costs, including professional costs. Accordingly, by letter dated August 15, 2019, demand for payment of the Indebtedness as of that date was also made on you and Shpilt.

As of the date of this letter, no payment has been made to Auxly in respect of the Indebtedness and alternative arrangements satisfactory to Auxly to address payment of the Indebtedness have not been arranged. As such, Auxly intends to foreclose on the Collateral (as defined in the Share Pledge) in full satisfaction of the Indebtedness.

We enclose a copy of a Notice for Foreclosure issued pursuant to subsections 63(4) and 65(2) of the *Personal Property Security Act* (Ontario).

Yours truly,
BENNETT JONES LLP

Gavin H. Finlayson

C: Michael Shakra (Bennett Jones LLP)

NOITCE FOR FORECLSOURE

TO: Scott Fitzgerald ("Fitzgerald").

TAKE NOTICE THAT:

1. Auxly Cannabis Group Inc. ("**Auxly**"), a secured creditor, intends to enforce its security on the Collateral (the "**Collateral**") as that term is defined in the Pledge Agreement between Fitzgerald, David Shpilt and Auxly dated April 23, 2019 (the "**Share Pledge**").

2. The security that is to be enforced is in the form of the Share Pledge and a Limited Recourse Guarantee made by Fitzgerald and Shpilt in favour of Auxly as of April 23, 2019 (collectively, the "**Security**").

3. As of August 28, 2019, 2368523 Ontario Limited. d/b/a Curative Cannabis is indebted to Auxly in the amount of **CAD$14,805,075**, inclusive of principal, interest and costs, current to that date (the "**Indebtedness**").

4. Auxly proposes to accept the Collateral in full satisfaction of the Indebtedness pursuant to section 65 of the *Personal Property Security Act* (Ontario).

5. The amount required to satisfy the Indebtedness secured by the Security are, as at August 28, 2019 as follows: **CAD$14,805,075**, inclusive of principal, interest and costs current to that date, plus all further principal, accruing interest, and existing and further fees and costs, including professional costs.

6. If you object to this proposal, you must deliver your written objection, with reasons therefor, to Auxly, such that your written objection is actually received by Auxly within the earlier of 15 days from your receipt of this notice or September 13, 2019.

7. This notice is being delivered to you because it appears that you may have an interest in all or part of the Collateral. The delivery of this notice is not an acknowledgment of the existence or validity of any interest you may have in all or part of the Collateral.

8. Auxly may require an objector to furnish proof of its interest in the Collateral. If the objector does not furnish proof within 10 days of the demand for such proof (delivered to the address set out in the objection), Auxly will proceed as if no objection has been made.

9. If no effective objection is made, Auxly will become the owner of the Collateral by operation of law, free of all subordinate interests and rights.

DATED at Toronto this 29th day of August 2019

Auxly Cannabis Group Inc.
(by its lawyers)

Bennett Jones LLP

BENNETT JONES LLP
1 First Canadian Place
Suite 3400, P.O. Box 130
Toronto, Ontario M5X 1A4
Attention: Mr. Gavin H. Finlayson

Bennett Jones

Bennett Jones LLP
3400 One First Canadian Place, P.O. Box 130
Toronto, Ontario, M5X 1A4 Canada
T: 416.863.1200
F: 416.863.1716

Gavin H. Finlayson
Partner
Direct Line: 416.777.5762
e-mail: finlaysong@bennettjones.com

August 29, 2019

VIA COURIER

Marcos Soberano
2345 Yonge Street, Suite 302
Toronto, ON
M4P 2E5

Dear Sir:

Re: Auxly - Notice of Foreclosure

We are the solicitors for Auxly Cannabis Group Inc. ("**Auxly**") a secured creditor of Scott Fitzgerald ("**Fitzgerald**").

As of August 28, 2019, 2368523 Ontario Limited d/b/a Curative Cannabis ("**Curative**") is indebted to Auxly in the amount of **CAD$14,805,075,** inclusive of principal, interest and costs current to that date (the "**Indebtedness**").

By letter dated August 15, 2019, sent on behalf of Auxly, we demanded payment from Curative in respect of the Indebtedness as of that date, plus all accruing interest, fees and costs, including professional costs.

As of the date of this letter, no payment has been made to Auxly in respect of the Indebtedness and alternative arrangements satisfactory to Auxly to address payment of the Indebtedness have not been arranged. As such, Auxly intends to foreclose on all of the common shares of 2368523 Ontario Ltd. previously pledged by Fitzgerald to Auxly in full satisfaction of the Indebtedness.

We enclose a copy of a Notice for Foreclosure issued pursuant to subsections 63(4) and 65(2) of the *Personal Property Security Act* (Ontario).

Yours truly,

BENNETT JONES LLP

Gavin H. Finlayson

C: Michael Shakra (Bennett Jones LLP)

NOITCE FOR FORECLSOURE

TO: Marcos Soberano

TAKE NOTICE THAT:

1. Auxly Cannabis Group Inc. ("**Auxly**"), a secured creditor of Scott Fitzgerald ("**Fitzgerald**"), intends to enforce its security on the Collateral (the "**Collateral**") as that term is defined in the Pledge Agreement between Fitzgerald, David Shpilt ("**Shpilt**") and Auxly dated April 23, 2019 (the "**Share Pledge**").

2. The security that is to be enforced is in the form of the Share Pledge and a Limited Recourse Guarantee made by Fitzgerald and Shpilt in favour of Auxly as of April 23, 2019 (collectively, the "**Security**").

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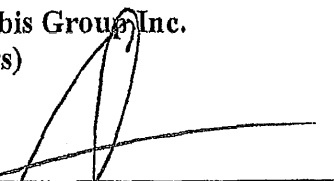
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9. If no effective objection is made, Auxly will become the owner of the Collateral by operation of law, free of all subordinate interests and rights.

DATED at Toronto this 29th day of August 2019

Auxly Cannabis Group Inc.
(by its lawyers)



BENNETT JONES LLP
1 First Canadian Place
Suite 3400, P.O. Box 130
Toronto, Ontario M5X 1A4
Attention: Mr. Gavin H. Finlayson

Bennett Jones
Gavin H. Finlayson
Partner
Direct Line: 416.777.5762
e-mail: finlaysong@bennettjones.com

Bennett Jones LLP
3400 One First Canadian Place, P.O. Box 130
Toronto, Ontario, M5X 1A4 Canada
T: 416.863.1200
F: 416.863.1716

August 29, 2019

VIA COURIER

689643 Ontario Inc.
458 Melrose Ave.
Toronto, ON
M5M 1Z9

Dear Sir:

Re: Auxly - Notice of Foreclosure

We are the solicitors for Auxly Cannabis Group Inc. ("**Auxly**"), a secured creditor of David Shpilt ("**Shpilt**").

As of August 28, 2019, 2368523 Ontario Limited d/b/a Curative Cannabis ("**Curative**") is indebted to Auxly in the amount of **CAD$14,805,075**, inclusive of principal, interest and costs current to that date (the "**Indebtedness**").

By letter dated August 15, 2019, sent on behalf of Auxly, we demanded payment from Curative in respect of the Indebtedness as of that date, plus all accruing interest, fees and costs, including professional costs.

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We enclose a copy of a Notice for Foreclosure issued pursuant to subsections 63(4) and 65(2) of the *Personal Property Security Act* (Ontario).

Yours truly,

BENNETT JONES LLP

Gavin H. Finlayson

C: Michael Shakra (Bennett Jones LLP)

NOITCE FOR FORECLSOURE

TO: 689643 Ontario Inc.

TAKE NOTICE THAT:

1. Auxly Cannabis Group Inc. ("**Auxly**"), a secured creditor of David Shpilt ("**Shpilt**"), intends to enforce its security on the Collateral (the "**Collateral**") as that term is defined in the Pledge Agreement between Scott Fitzgerald ("**Fitzgerald**"), Shpilt and Auxly dated April 23, 2019 (the "**Share Pledge**").

2. The security that is to be enforced is in the form of the Share Pledge and a Limited Recourse Guarantee made by Fitzgerald and Shpilt in favour of Auxly as of April 23, 2019 (collectively, the "**Security**").

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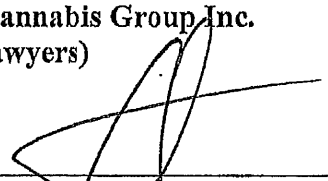
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DATED at Toronto this 29th day of August 2019

Auxly Cannabis Group Inc.
(by its lawyers)



BENNETT JONES LLP
1 First Canadian Place
Suite 3400, P.O. Box 130
Toronto, Ontario M5X 1A4
Attention: Mr. Gavin H. Finlayson

TAB Q

This is Exhibit Q

Referred to in the

Affidavit of Michael Lickver

Sworn October 2, 2019



A Commissioner for taking affidavits

Shaan Tolani, a Commissioner, etc.,
Province of Ontario, while a Student-at-Law.
Expires May 11, 2021.

Gropper Law
Professional Corporation

YAAKOV EIZICOVICS
DIRECT/FAX: 416.962.3002
E-MAIL: YAAKOV@GROPPERLAW.COM

BY COURIER

September 9, 2019

Auxly Cannabis Group Inc.
c/o Bennett Jones LLP
666 Burrard Street
Suite 2500
Vancouver BC V6C 2X8

Dear Sirs:

Re: Objection to Foreclosure

We confirm receipt of your Notice for Foreclosure dated August 29, 2019 (the "**Notice**").

We act for 689643 Ontario Inc. and Marcos Soberano in their capacity as secured creditors of David Shpilt and Scott Fitzgerald, which security interests relate to the following registrations under the PPSA:

- File 744002433 (Registered September 21, 2018)
- File 744487443 (Registered October 4, 2018)
- File 747687186 (Registered January 18, 2019)

We understand that your security relates to the following registration:

- File 751077018 (Registered May 10, 2019)

We hereby object to the proposal set out in the Notice.

Firstly, our search shows that the registration in respect of which the Notice was delivered is dated subsequent to the registrations made by or on behalf of our clients. Accordingly, our clients would be prejudiced by the proposed foreclosure.

Additionally, and even in the event that your interest had priority to that of our clients, foreclosure would prejudice our clients if and to the extent that your enforcement via means other than foreclosure would yield proceed in excess of the indebtedness which you claim in the Notice.

If you are in possession of any information or documentation which would speak to the value of the collateral, we would ask that you provide this to us. Should you require us and/or clients to execute a non disclosure agreement in connection with the provision of such materials, please advise.

Yours very truly,

Yaakov Eizicovics

Yaakov Eizicovics
YE*jc

c. Gavin Finlayson (Bennett Jones)

TAB R

This is Exhibit R

Referred to in the

Affidavit of Michael Lickver

Sworn October 2, 2019



A Commissioner for taking affidavits

Shaan Tolani, a Commissioner, etc.,
Province of Ontario, while a Student-at-Law.
Expires May 11, 2021.

Bennett Jones

Gavin H. Finlayson
Partner
Direct Line: 416.777.5762
e-mail: finlaysong@bennettjones.com

Bennett Jones LLP
3400 One First Canadian Place, P.O. Box 130
Toronto, Ontario, M5X 1A4 Canada
T: 416.863.1200
F: 416.863.1716

September 10, 2019

VIA EMAIL

Yaakov Eizicovics
Gropper Law
2345 Yonge Street
Suite 302
Toronto, Ontario

Dear Sir:

Re: Auxly and Foreclosure in Respect of Curative Cannabis

We confirm receipt of the Objection to Foreclosure dated September 9, 2019, issued on behalf of 689643 Ontario Inc. and Marcos Soberano (collectively, the "**Objectors**") in respect of the foreclosure process commenced by Auxly Cannabis Group Inc. ("**Auxly**") for certain shares of 2368523 Ontario Limited. d/b/a Curative Cannabis ("**Curative**") owned by David Shpilt and Scott Fitzgerald (the "**Shares**").

Pursuant to subsection 65(4) of the Ontario *Personal Property Security Act* (the "**PPSA**"), Auxly requires that the Objectors furnish proof of their interest in the Shares within 10 days of the issuance of this letter, failing which Auxly will proceed with the foreclosure process in respect of the Shares. With respect to any prior-in-time registrations filed against Mr. Shpilt and Mr. Fitzgerald, we note that Auxly has physical possession of the certificates for Shares and, pursuant to the relevant provisions of the PPSA and Ontario *Securities Transfer Act, 2006*, asserts priority in respect of the Shares over all other secured creditors with valid registrations against Mr. Shpilt and Mr. Fitzgerald.

Yours truly,

BENNETT JONES LLP

Gavin H. Finlayson

C: Michael Shakra (Bennett Jones LLP)

TAB S

This is Exhibit S

Referred to in the

Affidavit of Michael Lickver

Sworn October 2, 2019



A Commissioner for taking affidavits

Shaan Tolani, a Commissioner, etc.,
Province of Ontario, while a Student-at-Law.
Expires May 11, 2021.

680 Waterloo Street, London, ON N6A 3V8

SISKINDS | THE LAW FIRM

EMAIL james.judson@siskinds.com

FILE NO. 865080/JJ/jj

September 11, 2019

Delivered by Email; and
Delivered by Courier

Bennett Jones LLP
3400 One First Canadian Place, PO Box 130
Toronto, Ontario M5X 1A4

Attention: Gavin Finlayson

Auxly Cannabis Group Inc.
777 Richmond Street West, Suite 002
Toronto, Ontario M6J 0C2

Attention: General Counsel

Dear Sirs:

Re: Objection to Notice of Foreclosure dated August 29, 2019

We are the lawyers for 2368523 Ontario Limited (d/b/a Curative Cannabis), David Shpilt ("Mr. Shpilt"), and Scott FitzGerald ("Mr. FitzGerald").

We have received a Notice of Foreclosure dated August 29, 2019 (the "Notice of Foreclosure") in respect of a) the Pledge Agreement between Auxly Cannabis Group Inc. ("Auxly"), Mr. Shpilt, and Mr. Fitzgerald dated April 23, 2019; and b) the Limited Recourse Guarantee made by Mr. Shpilt and Mr. Fitzgerald in favour of Auxly dated April 23, 2019.

Pursuant to section 65(3) of the *Personal Property Security Act* (Ontario) ("*PPSA*"), you are hereby given notice that Mr. Shpilt and Mr. Fitzgerald object to the Notice of Foreclosure. The basis for the objection is that the fair market value of the Collateral (as that term is defined in the Notice of Foreclosure) is greater than the Indebtedness (as that term is defined in the Notice of Foreclosure).

Mr. Shpilt and Mr. FitzGerald reserve all rights under section 66 of the *PPSA* and otherwise.

680 Waterloo Street, London, ON N6A 3V8

SISKINDS | THE LAW FIRM

We trust that you are aware of your rights under section 65(5) of the *PPSA*.

Yours truly,

Siskinds LLP

Per:
Jay Judson
Lawyer

JJ/jj

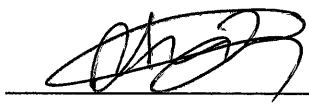
TAB T

This is Exhibit T

Referred to in the

Affidavit of Michael Lickver

Sworn October 2, 2019



A Commissioner for taking affidavits

Shaan Tolani, a Commissioner, etc.,
Province of Ontario, while a Student-at-Law.
Expires May 11, 2021.

689643 ONTARIO INC.

October 4, 2018

David Shpilt and Pamela Ann Atkinson
3513 Homewood Lane
London ON N6P 1K3

-and-

Pee Dee Investments Ltd.
3513 Homewood Lane
London ON N6P 1K3

Dear Sirs:

Re: 689643 Ontario Inc. (the "Lender") US$500,000.00 loan to David Shpilt and Pamela Ann Atkinson, jointly and severally (the "Borrower"), guaranteed by Pee Dee Investments Ltd. (the "Guarantor") and secured by a charges against 3513 Homewood Lane, London, Ontario (the "Ontario Property") and 4011 Shell Road, Sarasota, Florida (the "Florida Property," and together with the Ontario Property, the "Properties")

Subject to the terms and conditions set out below, we hereby offer you a US$500,000.00 loan (the "**Loan**").

I. GENERAL TERMS

Lender:	**689643 Ontario Inc.** c/o 2345 Yonge Street Suite 302 Toronto ON M4P 2E5
Borrower:	**David Shpilt and Pamela Ann Atkinson, jointly and severally** 3513 Homewood Lane London ON N6P 1K3
Guarantor:	**Pee Dee Investments Ltd.** 3513 Homewood Lane London ON N6P 1K3
Loan Amount:	Five Hundred Thousand United States Dollars (US$500,000.00). For the purposes of the Loan, "**Indebtedness**" shall mean the Loan Amount together with all of the Borrower's indebtedness, liabilities, and obligations to the Lender in connection with the Loan, including without limitation, all principal, interest, and fees (as hereinafter defined and as may be listed in Schedule "B" hereto), and all costs incurred by the Lender in respect of the Loan. Notwithstanding any provision of this Commitment Letter to the contrary, in the event that the Canadian Dollar changes in value prior to repayment, the Lender shall have the right to require repayment in Canadian Dollars based on the exchange rate in effect on the Advance Date.

Advance Date:	October 4, 2018
Term:	Fourteen (14) days (the "**Term**"), commencing on the Advance Date and terminating on October 18, 2018 at 4:00 pm Eastern Time.
Advance:	The Loan shall be advanced in a single advance on the Advance Date.
Interest Rate:	Until October 18, 2018 at 4:00 pm Eastern Time, the Indebtedness shall bear interest at a flat rate of US$1,200.00. From and after October 18, 2018 at 4:00 pm Eastern Time the Indebtedness shall bear interest at a rate of twenty four per cent (24.00%) per annum thereafter, calculated and payable monthly.
Prepayment:	The Loan shall be open for prepayment during the Term, provided that the flat rate of interest shall not be reduced in the event of early repayment.
Share Entitlement:	Irrespective of the date on which the Indebtedness is repaid, the Borrower shall deliver, or cause to be delivered, to the Lender or its designee, US$100,000.00 of shares (the "**FPI Shares**") in the capital of Flat Planet Inc. ("**FPI**") immediately upon receipt of such FPI Shares by the Borrower or any party related thereto. In the event that the FPI Shares cannot be transferred to the Lender, the Borrower and Lender shall enter into a trust agreement in reasonable and customary form in respect of the FPI Shares.
Distribution Rights:	In the event that the Borrower, or any party related thereto, is successful in obtaining distribution rights for any territory other than Canada (the "**Global Rights**") in respect of FPI's products, the Borrower shall grant, or cause to be granted, to the Lender or its designee a fifty per cent (50%) interest in the Global Rights. For greater certainty, in the event that the Borrower, or a party related thereto, obtains less than a one hundred per cent (100%) interest in the Global Rights, the Lender's interest shall be fifty per cent (50%) of the interest obtained by the Borrower.
Security:	As security for the Indebtedness, the Borrower and the Guarantor shall execute and deliver the following security (the "**Security**") to the Lender, in the Lender's form (provided that in the event that the Florida Property is purchased by a party other than the Borrower, this Commitment shall be read mutatis mutandis):

a. a charge from the Borrower in the principal sum of US$750,000.00, to be registered against title to the Properties, and to be subordinate only to those encumbrances set out in Schedule "A";

b. a Statutory Declaration of the Borrower in respect of *Construction Lien Act* (Ontario) and other matters relating to the Properties;

c. a Covenant of the Borrower and the Guarantor regarding environmental matters;

d. a guarantee (the "**Guarantee**") from the Guarantor in favour of the Lender of all of the obligations of the Borrower to the Lender, which Guarantee shall include an assignment and postponement of indebtedness of the Borrower to the Guarantor, such assignment and postponement to be perfected by registration of a financing statement against the Guarantor under the *Personal Property Security Act* (Ontario);

e. general security against the assets of the Borrower and the Guarantor, to be subordinate only to those encumbrances set out in Schedule "A";

f. a certified copy of a resolution of the director of the Guarantor respecting this Commitment and the transactions contemplated herein; and

g. such further and other security, certificates, statutory declarations or ancillary documents reasonably requested by the Lender's solicitor. Including, without limitation, such documentation as may be necessary or desirable in connection with the FPI Shares of the Global Rights.

Additional Fees: In the event that the Lender issues a Notice of Sale under Mortgage or similar instrument in respect of a charge, then the Lender may at its option charge an additional fee equivalent to three months interest on the principal balance of the Loan, in addition to any other fee or charge to which the Lender may be entitled. In the event that the Loan is not repaid on the maturity date thereof, then the Lender may at its option charge an additional fee equivalent to three months interest on the principal balance of the Loan. The additional fees set out in Schedule "B" shall be payable by the Borrower, as applicable.

Lender's Solicitor: The Lender's solicitor shall be Gropper Law Professional Corporation, who shall prepare all of the Security for review by the Borrower, the Guarantor and their counsel. All of the fees and disbursements of the Lender's counsel shall be for the account of the Borrower, shall be paid to the Lender's solicitor at the time of the Loan Advance, and shall be deducted from the Loan Advance payable to the Borrower. The Borrower and the Guarantor hereby consent to the Lender's solicitor acting for the Lender, notwithstanding the fact that the Lender's solicitor has acted, and may continue to act, for the Borrower, the Guarantor, and/or parties related thereto.

Power of Attorney: The Borrower and the Guarantor hereby authorize the Lender to execute and deliver all such agreements and documents as may be necessary or advisable to satisfy the obligations of the Borrower and the Guarantor under this Commitment, including, without limitation, the registration of the charger, and the Borrower and the Guarantor irrevocably constitute the Lender as their true and lawful attorney with full power of substitution in their name and on their behalf in accordance with the Powers of Attorney Act, with no restriction or limitation in that regard and declaring that such power of attorney may be exercised during any subsequent legal incapacity on their part, to do so. This power of attorney, being coupled with an interest, is not revocable by the Borrower, the Guarantor, or any other party, and will not be revoked by the insolvency, bankruptcy, death, incapacity, dissolution, liquidation, or other termination of the existence of the Borrower or the Guarantor.

Compliance: In the event that (i) either of the Borrower or the Guarantor is unwilling or unable for any reason whatsoever, to fulfil or comply with any of the terms and conditions set forth in this Commitment, (ii) either of the Borrower or the Guarantor refuses to sign the Security prepared by the Lender's solicitor, (iii) either of the Borrower or the Guarantor fails to accept the funds to be advanced, (iv) any information supplied by the Borrower or the Guarantor to the Lender is found to be incorrect in any material respect,

or (v) either of the Borrower or the Guarantor becomes bankrupt or otherwise subject to any bankruptcy or insolvency proceedings prior to the Advance Date; then the Lender may, at its option, cancel this Commitment, in which case the Lender shall be entitled to its costs to date (inclusive of all legal fees and disbursements) as liquidated damages, and not as penalty or payment of any costs described in this Commitment.

Counsel: The Borrower and the Guarantor shall retain counsel in respect of the execution and the delivery of the Loan and Security documents.

II. CONDITIONS OF CLOSING:

The obligation of the Lender to advance the Loan to the Borrower on the Advance Date shall be subject to satisfaction of each of the following conditions on or before the Advance Date. In the event that the Lender elects to advance funds without any of the following conditions being met, such election shall not be construed as a waiver of such condition, and such conditions shall be satisfied on two (2) days' written notice by the Lender:

a. **Encumbrances against Property.** There shall be no encumbrances against the Property, save and except for those encumbrances set out in Schedule "A" hereto.

b. **Executions.** There shall be no outstanding executions affecting the Property as at the Advance Date.

c. **Title Insurance.** The Lender shall have obtained a title insurance policy for the charges, which policy shall name the Lender as an insured thereon.

d. **Property Taxes.** The Borrower shall have provided the Lender with evidence that property taxes for the Property have been paid to the Advance Date, or alternatively, the Borrower shall have provided the Lender with a direction in which all tax arrears against the Property are paid from the Loan Advance directly to the applicable municipality.

e. **Fire Insurance.** The Borrower shall have provided the Lender with evidence of fire insurance for the Property, with the Lender listed as a loss payee / second mortgagee thereon.

f. **Execution of the Lender's Security and Ancillary Documentation.** The Borrower and the Guarantor shall have executed or caused to have been executed and delivered to the Lender, the Loan and Security documentation prepared by the Lender's counsel in accordance with this Commitment.

g. **No Event of Default.** There shall be no event or condition with respect to the Borrower or the Guarantor which has occurred or is continuing which would constitute an "Event of Default" under Part IV below.

III. COVENANTS OF THE BORROWER AND GUARANTOR

To induce the Lender to enter into this Commitment, the Borrower and the Guarantor jointly and severally covenant to and with the Lender, which covenants shall continue until the Loan is terminated and all Indebtedness is paid in full, that:

a. all amounts that may rank in priority to the Security shall be paid in full and on time, and evidence of same shall be provided to the Lender upon request;

b. the Borrower and/or the Guarantor shall punctually pay all sums of money due to the Lender under this Commitment and the Loan, at the times and places and in the manner provided for herein, and perform all of the covenants and obligations under this Commitment and the Security; and

c. the Borrower shall not further encumber the Properties without the prior written consent of the Lender.

IV. EVENTS OF DEFAULT

In addition to the events of default set out in the Security documents, the occurrence of any one of the following events shall constitute an event of default under this Commitment, the Loan and the Security (collectively, including any event of default(s) set out in any of the Security, "**Events of Default**", each such event being an "**Event of Default**"):

a. the non-payment by the Borrower of any amount due hereunder, whether by acceleration or otherwise;

b. the breach or failure of due performance by either of the Borrower or the Guarantor of any of the non-financial covenants or obligations provided for herein;

c. if any representation or warranty made in this Commitment proves to have been incorrect in any aspect when made or furnished;

d. if either of the Borrower or the Guarantor is in default with respect to any prior encumbrance on the Property;

e. if either of the Borrower or the Guarantor makes an assignment for the benefit of creditors or commits any act of bankruptcy as defined in the *Bankruptcy and Insolvency Act* (Canada) or any successor of it, or becomes bankrupt or insolvent or takes the benefit of any legislation now or hereafter in force for bankrupt or insolvent debtors; or

f. an order or appointment is made for a receiver or a receiver and manager of any of the Borrower's or the Guarantor's assets or any part of them.

Upon the occurrence of an Event of Default, the Lender may commence such legal action, proceeding, or other remedy as it, in its sole discretion, may deem expedient. The rights and remedies of the Lender hereunder are cumulative, and are in addition to, and not in substitution for, any other rights or remedies provided by law.

V. RELEASE OF INFORMATION

Notwithstanding the provisions of any applicable laws regarding privacy or other matters, the Borrower and the Guarantor hereby:

a. authorize the Lender to request, on their behalf, at any time or from time to time, information regarding any prior or other encumbrance affecting the Property or any other real or personal property of the Borrower or the Guarantor, including (without limitation) a statement of indebtedness for any such encumbrance;

b. authorize the Lender to provide to any other encumbrancer or party with an interest in any property of the Borrower or the Guarantor, information regarding the Loan and/or the Security, including (without limitation) a statement of indebtedness; and

c. covenant and agree to execute at any time or from time to time, all such further authorizations or consents as may be reasonably required by the Lender in respect of the foregoing.

VI. CONTRACT MATTERS

a. This Agreement shall be governed by and construed under the laws of the Province of Ontario, and the laws of Canada applicable therein.

b. Time shall be of the essence in respect of this Agreement.

c. This Agreement shall be binding on and shall enure to the benefit of the Borrower and the Guarantor, and their successors and assigns.

d. No term or condition of this Commitment or any of the Security may be waived or varied orally or by any course of conduct of the Lender. Any amendment to this Commitment or the Security must be in writing and signed by the Lender.

e. No waiver by the Lender of its rights or remedies hereunder shall be considered a waiver of any other or subsequent right of or remedy of the Lender, no delay or omission in the exercise or enforcement by the Lender of any right or remedy of the Lender and no exercise or the enforcement of such right or remedy shall be held to exhaust any right or remedy of the Lender.

f. The provisions and conditions of this Commitment shall survive the execution and registration of the Security and there shall be no merger therein. However, should there arise any inconsistencies between this Commitment and the Security, then the terms of this Commitment shall govern. In the event that there is no inconsistency or conflict between the terms of the Security and this Commitment then the Lender shall have the rights given to the Lender under all the said documents.

g. The Borrower and/or the Guarantor shall promptly cure any defect or defects in the execution and delivery of this Commitment, the Security or any other document arising herefrom and the Borrower and/or the Guarantor shall, from time to time, promptly execute and deliver to the Lender, at the request of the Lender, any additional or other documents, agreements, mortgage amending agreements and instruments in compliance with or to effect better the covenants of the Borrower and the Guarantor hereunder, pursuant to the Security or pursuant to any other documents arising herefrom, all as may be required by the Lender.

h. This Commitment will automatically expire on the Advance Date unless the applicable conditions herein have been met and the Loan has been advanced by the Lender.

Please signify your acceptance of this Agreement by executing, dating and delivering this Agreement where indicated.

Yours very truly,

689643 ONTARIO INC.

Per: _____

Name: Daniel Soberano
Title: Director

I have authority to bind the Corporation

****

ACKNOWLEDGMENT

We hereby accept and agree to the above terms and conditions this _____ day of October, 2018

PEE DEE INVESTMENTS LTD.

Per: _____

Name: David Shpilt
Title: Director

I have authority to bind the Corporation

_____)
Witness)

_____)
PAMELA ANN ATKINSON

_____)
Witness)

_____)
DAVID SHPILT

SCHEDULE "A"

PERMITTED ENCUMBRANCES

Instrument	Date	Description
733564449/733564566	November 1, 2017	Security in favour of 689643 Ontario Inc.
710818641	October 13, 2015	Security in favour of Multisource Capital Corporation (copier)
715113261	March 29, 2016	Security in favour of National Leasing Group Inc. (copier)
716343129	May 4, 2016	Security in favour of VW Credit Canada Inc. (Audi A3)
730758069	August 10, 2017	Security in favour of Cannabis Wheaton Income Corp.
195932	April 3, 1964	Bylaw
33R8914	July 28, 1989	Plan Reference
ER651547	July 14, 2009	Charge in favour of The Toronto-Dominion Bank, up to a maximum of $750,000
ER1139220	November 3, 2017	Charge in favour of 689643 Ontario Inc.
733564449/733564566	November 1, 2017	Security in favour of 689643 Ontario Inc.

- Any easements and/or agreements relating to drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services and all other easements, servitudes and rights of way which do not materially affect the present use of the property.
- The reservations, limitations, provisos and conditions expressed in the original grant from the Crown or in the Crown Patent.
- All applicable municipal, provincial or federal statutes, by-laws, regulations or ordinances (including, without limitation, all building and zoning by-laws and regulations) and any subdivision, site plan, development or other similar municipal agreements provided the same have been complied with in all material respects and there is no unfulfilled material requirement in relation thereto and which do not materially and adversely affect the ordinary use or operation of the Property as it is currently being used or operated.
- Any inchoate statutory liens, charges or similar liabilities and/or rights which may exist from time to time (including, without limitation, liens for real estate or other taxes not yet due and payable and any and all statutory rights of expropriation).
- Such other minor encumbrances or defects in title which do not, individually or in the aggregate, materially affect the use and enjoyment of the Property or any part thereof, as the same is now being used, or materially impair the value thereof.

SCHEDULE "B"

ADDITIONAL FEES

In addition to, and without limiting, all other charges and fees that the Lender is permitted to charge to the Borrower and the Guarantor under this Commitment, pursuant to the Security or at law, the Lender shall be entitled to charge the following fees in respect of the Loan, and the Borrower and/or the Guarantor shall be obligated to pay such fees to the Lender:

- In the event of a late or missed payment, or a dishonoured cheque, a fee of $375.00 in each case
- In the event that the Lender is required to deal with any cancellation, notice of cancellation or premium payment; is required to place insurance on the Property; or otherwise must act in response to any non compliance by the Borrower with the Borrower's insurance requirements in respect of the Loan; an insurance default fee of $375.00
- For each proceeding or action instituted, including (without limitation) the issuance of a notice of sale under mortgage issued by the Lender or any other encumbrancer or mortgagee of the Property, in addition to all applicable legal fees, a fee of $500.00
- For each demand letter issued by the Lender, a fee of $375.00
- For each day in which the Lender is in possession of the Property, a fee of $100.00 per day
- For any attendance or inspection of the Property necessitated by an Event of Default, an attendance/inspection fee of $375.00
- For any payment by the Lender made in order for the Lender to protect its Security or to maintain its rights in respect of the Loan, including (without limitation) any payment of realty taxes, insurance premiums, condominium expenses, or principal or interest payments on any prior encumbrance, a processing fee of $375.00 in respect of each such payment
- For any statement of indebtedness (for either information or discharge purposes) prepared and provided by the Lender to any party, a fee of $300.00
- For each month (or part thereof) during which an Event of Default shall occur that has not been cured within ten days of the its occurrence, a monitoring fee of $500.00
- In the event of any failure by the Borrower to provide evidence to the Lender of payments of realty taxes or payments on any encumbrance that ranks prior to the Security within ten days following a request by the Lender for such information, where the Lender has requested for such evidence or the Borrower is required to give such evidence, in accordance with this Commitment or the Security, a fee of $250.00 for each such occurrence

TAB U

This is Exhibit U

Referred to in the

Affidavit of Michael Lickver

Sworn October 2, 2019



A Commissioner for taking affidavits

Shaan Tolani, a Commissioner, etc.,
Province of Ontario, while a Student-at-Law.
Expires May 11, 2021.

MARCOS SOBERANO

January 9, 2019

David Shpilt
3513 Homewood Lane
London ON N6P 1K3

-and-

Pamela Ann Atkinson
3513 Homewood Lane
London ON N6P 1K3

-and-

Pee Dee Investments Ltd.
3513 Homewood Lane
London ON N6P 1K3

-and-

Scott Fitzgerald
829 Cresthaven Crescent
London ON N6K 4W4

Dear Sirs:

Re: Marcos Soberano (the "Lender") US$800,000.00 loan to David Shpilt and Pamela Ann Atkinson, jointly and severally (collectively, the "Borrowers"), guaranteed by Pee Dee Investments Ltd. and Scott Fitzgerald, jointly and severally (collectively, the "Guarantors") and secured, inter alia, by a charges against:

(i) 3513 Homewood Lane, London, Ontario ("3513 Homewood");

(ii) 3623 Homewood Lane, London, Ontario ("3623 Homewood");

(iii) 29 Severn River Shores, Severn, Ontario ("29 Severn");

(iv) 277 Adelaide Street South, London, Ontario ("277 Adelaide");

(v) 4011 Shell Road, Sarasota, Florida (the "Florida Property," and together with 3513 Homewood, 3623 Homewood, an 29 Severn, and 277 Adelaide, the "Properties")

Subject to the terms and conditions set out below, we hereby offer you a US$800,000.00 loan (the "**Loan**") on the following terms.

I. GENERAL TERMS

Lender:	**Marcos Soberano** c/o 2345 Yonge Street Suite 302 Toronto ON M4P 2E5
Borrowers:	**David Shpilt and Pamela Ann Atkinson, jointly and severally** 3513 Homewood Lane London ON N6P 1K3
Guarantors:	**Pee Dee Investments Ltd.** 3513 Homewood Lane London ON N6P 1K3 jointly and severally with: **Scott Fitzgerald** 829 Cresthaven Crescent London ON N6K 4W4
Loan Amount:	Eight Hundred Thousand United States Dollars (US$800,000.00). For the purposes of the Loan, "**Indebtedness**" shall mean the Loan Amount together with all of the Borrowers' indebtedness, liabilities, and obligations to the Lender in connection with the Loan, including without limitation, all principal, interest, and fees (as hereinafter defined and as may be listed in Schedule "B" hereto), and all costs incurred by the Lender in respect of the Loan.
Foreign Exchange:	Notwithstanding any provision of this Commitment Letter to the contrary, in the event that the Canadian Dollar changes in value prior to repayment, the Lender shall have the right to require repayment of the principal and Interest in Canadian Dollars based on the exchange rate in effect on the Advance Date.
Advance Date:	January 9, 2019
Term:	Four (4) months (the "**Term**"), commencing on the Advance Date.
Advance:	The Loan shall be advanced in a single advance on the Advance Date.
Interest Rate:	The Indebtedness shall bear interest at a flat rate of US$16,000.00 during the Term, regardless of the repayment date, and at the equivalent rate of interest thereafter.
Consulting Fee:	During the Term, the Creditor shall provide consulting services to the Borrowers on an as needed basis. The consulting fees payable to the Creditor in respect thereof shall be as follows: (i) US$24,000.00 for all or any portion of the first month of the Term; (ii) US$20,000.00 for all or any portion of the second month of the Term; (iii) US$20,000.00 for all or any portion of the balance of the Term ; and

(iv) US$20,000.00 for all or any portion of any months following Term, in the event that the Indebtedness that has not been repaid.

Prepayment: The Loan shall be open for prepayment during the Term.

Indus: Indus Cannabis Company Corporation ("**Indus**") is in the process of seeking approval from the appropriate agency of the Indian Government to cultivate medical cannabis plants containing THC and CBD and to conduct research and development in respect of dried medical cannabis. In this Commitment, Indus shall be deemed to include any and all subsidiaries and affiliates of Indus Cannabis Company Corporation.

The Borrowers represent and warrant that they are to be issued a 20% interest in Indus, and that one quarter of this interest, being 5%, will be directed to the Creditor of a nominee, for nominal consideration.

An addition half of this interest, being 10%, will be held by the Borrowers or entities related thereto.

The final quarter of this interest, being 5%, will be held for the benefit of the remaining shareholders, such that the Creditor or its nominee will have a one third (1/3) interest in such remaining 5%.

Omura: The Borrowers acknowledge that they are required to deliver to the Creditor US$400,000 of shares in the capital of Flat Planet Limited (Omura).

Security: As security for the Indebtedness, the Borrowers and the Guarantors shall execute and deliver the following security (the "**Security**") to the Lender, in the Lender's form:

a. charges from the Borrowers and the Guarantors, as applicable, in the principal sum of US$900,000.00, to be registered against title to the Properties, and to be subordinate only to those encumbrances set out in Schedule "A";

b. a Statutory Declaration of the Borrowers and the Guarantors in respect of *Construction Lien Act* (Ontario) and other matters relating to the Properties;

c. a Covenant of the Borrowers and the Guarantors regarding environmental matters;

d. a guarantee (the "**Guarantee**") from the Guarantors in favour of the Lender of all of the obligations of the Borrowers to the Lender, which Guarantee shall include an assignment and postponement of indebtedness of the Borrowers to the Guarantors, such assignment and postponement to be perfected by registration of a financing statement against the Guarantors under the *Personal Property Security Act* (Ontario);

e. general security against the assets of the Borrowers and the Guarantors, including, without limitation, certain securities in the capital of Canada House Wellness Group Inc. and Auxly

Cannabis Group Inc., to be subordinate only to those encumbrances set out in Schedule "A";

f. share pledge agreements in respect of certain securities of the Borrowers and Guarantors in the capital of Canada House Wellness Group Inc. and Auxly Cannabis Group Inc., to be subordinate only to those encumbrances set out in Schedule "A";

g. a certified copy of a resolution of the director of Pee Dee Investments Limited respecting this Commitment and the transactions contemplated herein; and

h. such further and other security, certificates, statutory declarations or ancillary documents reasonably requested by the Lender's solicitor.

Additional Fees: In the event that the Lender issues a Notice of Sale under Mortgage or similar instrument in respect of a charge, then the Lender may at its option charge an additional fee equivalent to three (3) months interest on the principal balance of the Loan, in addition to any other fee or charge to which the Lender may be entitled. In the event that the Loan is not repaid on the maturity date thereof, then the Lender may at its option charge an additional fee equivalent to three months interest on the principal balance of the Loan. The additional fees set out in Schedule "B" shall be payable by the Borrower, as applicable.

Lender's Solicitor: The Lender's solicitor shall be Gropper Law Professional Corporation, who shall prepare all of the Security for review by the Borrowers, the Guarantors and their counsel. All of the fees and disbursements of the Lender's counsel shall be for the account of the Borrowers and shall be paid to the Lender's solicitor at the time of the Loan Advance. The Borrowers and the Guarantors hereby consent to the Lender's solicitor acting for the Lender, notwithstanding the fact that the Lender's solicitor has acted, and may continue to act, for the Borrowers, the Guarantors, and/or parties related thereto.

Power of Attorney: The Borrowers and the Guarantors hereby authorize the Lender to execute and deliver all such agreements and documents as may be necessary or advisable to satisfy the obligations of the Borrowers and the Guarantors under this Commitment, including, without limitation, the registration of the charges, and the Borrowers and the Guarantors irrevocably constitute the Lender as their true and lawful attorney with full power of substitution in their name and on their behalf in accordance with the Powers of Attorney Act, with no restriction or limitation in that regard and declaring that such power of attorney may be exercised during any subsequent legal incapacity on their part, to do so. This power of attorney, being coupled with an interest, is not revocable by the Borrowers, the Guarantors, or any other party, and will not be revoked by the insolvency, bankruptcy, death, incapacity, dissolution, liquidation, or other termination of the existence of the Borrowers or the Guarantors.

Compliance: In the event that (i) any of the Borrowers or the Guarantors is unwilling or unable for any reason whatsoever, to fulfil or comply with any of the terms and conditions set forth in this Commitment, (ii) any of the Borrowers or the Guarantors refuses to sign the Security prepared by the Lender's solicitor, (iii) any of the Borrowers or the Guarantors fails to accept the funds to be advanced, (iv) any information supplied by the

Borrowers or the Guarantors is found to be incorrect in any material respect, or (v) any of the Borrowers or the Guarantors becomes bankrupt or otherwise subject to any bankruptcy or insolvency proceedings prior to the Advance Date; then the Lender may, at its option, cancel this Commitment, in which case the Lender shall be entitled to its costs to date (inclusive of all legal fees and disbursements) as liquidated damages, and not as a penalty or payment of any costs described in this Commitment.

Counsel: The Borrowers and the Guarantors shall retain counsel in respect of the execution and the delivery of the Loan and Security documents.

II. CONDITIONS OF CLOSING:

The obligation of the Lender to advance the Loan to the Borrowers on the Advance Date shall be subject to satisfaction of each of the following conditions on or before the Advance Date. In the event that the Lender elects to advance funds without any of the following conditions being met, such election shall not be construed as a waiver of such condition, and such conditions shall be satisfied on two (2) days' written notice by the Lender:

a. **Encumbrances against Properties, Borrowers, or Guarantors.** There shall be no encumbrances against the Properties, the Borrowers, or the Guarantors, save and except for those encumbrances set out in Schedule "A" hereto.

b. **Executions**. There shall be no outstanding executions affecting the Properties as at the Advance Date.

c. **Title Insurance.** The Lender shall have obtained a title insurance policy for the charges, which policy shall name the Lender as an insured thereon.

d. **Property Taxes.** The Borrowers and the Guarantors shall have provided the Lender with evidence that property taxes for the Properties have been paid to the Advance Date.

e. **Fire Insurance.** The Borrowers and the Guarantors shall have provided the Lender with evidence of fire insurance for the Properties, with the Lender listed as a loss payee / second mortgagee thereon.

f. **Execution of the Lender's Security and Ancillary Documentation.** The Borrowers and the Guarantors shall have executed or caused to have been executed and delivered to the Lender, the Loan and Security documentation prepared by the Lender's solicitor in accordance with this Commitment.

g. **No Event of Default.** There shall be no event or condition with respect to the Borrowers or the Guarantors which has occurred or is continuing which would constitute an "Event of Default" under Part IV below.

III. COVENANTS OF THE BORROWERS AND GUARANTORS

To induce the Lender to enter into this Commitment, the Borrowers and the Guarantors jointly and severally covenant to and with the Lender, which covenants shall continue until the Loan is terminated and all Indebtedness is paid in full, that:

a. all amounts that may rank in priority to the Security shall be paid in full and on time, and evidence of same shall be provided to the Lender upon request;

b. the Borrowers and/or the Guarantors shall punctually pay all sums of money due to the Lender under this Commitment and the Loan, at the times and places and in the manner provided for

herein, and perform all of the covenants and obligations under this Commitment and the Security; and

c. the Borrowers and the Guarantors shall not further encumber the Properties without the prior written consent of the Lender.

IV. EVENTS OF DEFAULT

In addition to the events of default set out in the Security documents, the occurrence of any one of the following events shall constitute an event of default under this Commitment, the Loan and the Security (collectively, including any event of default(s) set out in any of the Security, "**Events of Default**", each such event being an "**Event of Default**"):

a. the non-payment by the Borrowers of any amount due hereunder, whether by acceleration or otherwise;

b. the breach or failure of due performance by any of the Borrowers or the Guarantors of any of the non-financial covenants or obligations provided for herein;

c. if any representation or warranty made in this Commitment proves to have been incorrect in any aspect when made or furnished;

d. if any of the Borrowers or the Guarantors is in default with respect to any prior encumbrance on the Property;

e. if any of the Borrowers or the Guarantors makes an assignment for the benefit of creditors or commits any act of bankruptcy as defined in the *Bankruptcy and Insolvency Act* (Canada) or any successor of it, or becomes bankrupt or insolvent or takes the benefit of any legislation now or hereafter in force for bankrupt or insolvent debtors; or

f. an order or appointment is made for a receiver or a receiver and manager of any of the Borrowers' or Guarantors' assets or any part of them.

Upon the occurrence of an Event of Default, the Lender may commence such legal action, proceeding, or other remedy as it, in its sole discretion, may deem expedient. The rights and remedies of the Lender hereunder are cumulative, and are in addition to, and not in substitution for, any other rights or remedies provided by law.

V. RELEASE OF INFORMATION

Notwithstanding the provisions of any applicable laws regarding privacy or other matters, the Borrower and the Guarantor hereby:

a. authorize the Lender to request, on their behalf, at any time or from time to time, information regarding any prior or other encumbrance affecting the Property or any other real or personal property of the Borrowers or the Guarantors, including, without limitation, a statement of indebtedness for any such encumbrance;

b. authorize the Lender to provide to any other encumbrancer or party with an interest in any property of the Borrower or the Guarantor, information regarding the Loan and/or the Security, including (without limitation) a statement of indebtedness; and

c. covenant and agree to execute at any time or from time to time, all such further authorizations or consents as may be reasonably required by the Lender in respect of the foregoing.

VI. CONTRACT MATTERS

a. This Agreement shall be governed by and construed under the laws of the Province of Ontario, and the laws of Canada applicable therein.

b. Time shall be of the essence in respect of this Agreement.

c. This Agreement shall be binding on and shall enure to the benefit of the Borrowers and the Guarantors, and their successors and assigns.

d. No term or condition of this Commitment or any of the Security may be waived or varied orally or by any course of conduct of the Lender. Any amendment to this Commitment or the Security must be in writing and signed by the Lender.

e. No waiver by the Lender of its rights or remedies hereunder shall be considered a waiver of any other or subsequent right of or remedy of the Lender, no delay or omission in the exercise or enforcement by the Lender of any right or remedy of the Lender and no exercise or the enforcement of such right or remedy shall be held to exhaust any right or remedy of the Lender.

f. The provisions and conditions of this Commitment shall survive the execution and registration of the Security and there shall be no merger therein. However, should there arise any inconsistencies between this Commitment and the Security, then the terms of this Commitment shall govern. In the event that there is no inconsistency or conflict between the terms of the Security and this Commitment then the Lender shall have the rights given to the Lender under all the said documents.

g. The Borrowers and the Guarantors shall promptly cure any defect or defects in the execution and delivery of this Commitment, the Security or any other document arising herefrom and the Borrowers and the Guarantors shall, from time to time, promptly execute and deliver to the Lender, at the request of the Lender, any additional or other documents, agreements, mortgage amending agreements and instruments in compliance with or to effect better the covenants of the Borrowers and the Guarantors hereunder, pursuant to the Security or pursuant to any other documents arising herefrom, all as may be required by the Lender.

h. This Commitment will automatically expire on the Advance Date unless the applicable conditions herein have been met and the Loan has been advanced by the Lender.

Please signify your acceptance of this Agreement by executing, dating and delivering this Agreement where indicated.

Yours very truly,

MARCOS SOBERANO

****

ACKNOWLEDGMENT

We hereby accept and agree to the above terms and conditions this 9th day of January, 2019

PEE DEE INVESTMENTS LTD.

Per: _____

Name: David Shpilt
Title: Director

I have authority to bind the Corporation

_____)
Witness Brenleigh Knutson)

_____
PAMELA ANN ATKINSON

_____)
Witness Brenleigh Knutson)

_____
DAVID SHPILT

_____)
Witness Brenleigh Knutson)

_____
SCOTT FITZGERALD

SCHEDULE "A"

PERMITTED ENCUMBRANCES

Instrument	Date	Description
PPSA		
733564449/733564566	November 1, 2017	PPSA security against Shpilt, Atkinson, and Pee Dee Investments in favour of 689643 Ontario Inc., up to a maximum of US$250,000*
744002433	September 21, 2018	PPSA security against Shpilt, Atkinson, and Pee Dee Investments in favour of 689643 Ontario Inc., up to a maximum of US$250,000*
744487443	October 4, 2018	PPSA security against Shpilt, Atkinson, and Pee Dee Investments in favour of 689643 Ontario Inc., up to a maximum of US$250,000*
710818641	October 13, 2015	PPSA security against Shpilt and Fitzgerald in favour of Multisource Capital (copier)
715113261	March 29, 2016	PPSA security against Shpilt and Fitzgerald in favour of National Leasing (copier)
716343129	May 4, 2016	PPSA security against Shpilt in favour of VW Credit (Audi A3)
730758069	August 10, 2017	PPSA security against Shpilt and Fitzgerald in favour of Cannabis Wheaton
745569819	November 6, 2018	PPSA security against Shpilt in favour of Cerieco, limited to Shpilt's Shares of 2368523 Ontario Ltd. o/a Curative Cannabis
745569981	November 6, 2018	PPSA security against Shpilt in favour of 2649425 Ontario Inc., limited to Shpilt's shares of 2368523 Ontario Ltd. o/a Curative Cannabis
3513 HOMEWOOD		
195932	April 3, 1964	Bylaw
33R8914	July 28, 1989	Plan Reference
ER651547	July 14, 2009	Charge in favour of TD Bank, up to a maximum of C$750,000
ER1139220	November 3, 2017	Charge in favour of 689643 Ontario Inc., up to a maximum of US$250,000*
29 SEVERN		
LT73425	May 17, 1974	Notice Agreement
MT191818	November 3, 2017	Charge in favour of 689643 Ontario Inc., up to a maximum of US$250,000*
277 ADELAIDE		
WU52558	September 26, 1951	Transfer Easement
109430	July 29, 1958	Bylaw
119427	April 23, 1959	Bylaw
167892	July 13, 1962	Agreement
178555	March 26, 1963	Bylaw
ER1139219	November 3, 2017	Charge in favour of 689643 Ontario Inc., up to a maximum of US$250,000*

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3623 HOMEWOOD

195932	April 3, 1964	Bylaw
33R7584	June 11, 1987	Plan Reference
ER1199315	October 16, 2018	Charge in favour of Manulife, up to a maximum of $940,000

FLORIDA PROPERTY

Charge in favour of FBC Mortgage in the maximum amount of US$3,400,000

***Notwithstanding the multiple security instruments registered against the Borrowers and the Guarantors in favour of 689643 Ontario Inc., the maximum aggregate Indebtedness of the Borrowers and the Guarantors to 689643 Ontario Inc. is hereby confirmed to be no greater than US$250,000, and the Borrowers and the Guarantors hereby covenant that such aggregate Indebtedness shall not exceed US$250,000 during the Term.**

- Any easements and/or agreements relating to drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services and all other easements, servitudes and rights of way which do not materially affect the present use of the property.
- The reservations, limitations, provisos and conditions expressed in the original grant from the Crown or in the Crown Patent.
- All applicable municipal, provincial or federal statutes, by-laws, regulations or ordinances (including, without limitation, all building and zoning by-laws and regulations) and any subdivision, site plan, development or other similar municipal agreements provided the same have been complied with in all material respects and there is no unfulfilled material requirement in relation thereto and which do not materially and adversely affect the ordinary use or operation of the Property as it is currently being used or operated.
- Any inchoate statutory liens, charges or similar liabilities and/or rights which may exist from time to time (including, without limitation, liens for real estate or other taxes not yet due and payable and any and all statutory rights of expropriation).
- Such other minor encumbrances or defects in title which do not, individually or in the aggregate, materially affect the use and enjoyment of the Property or any part thereof, as the same is now being used, or materially impair the value thereof.

SCHEDULE "B"

ADDITIONAL FEES

In addition to, and without limiting, all other charges and fees that the Lender is permitted to charge to the Borrower and the Guarantor under this Commitment, pursuant to the Security or at law, the Lender shall be entitled to charge the following fees in respect of the Loan, and the Borrower and/or the Guarantor shall be obligated to pay such fees to the Lender:

- In the event of a late or missed payment, or a dishonoured cheque, a fee of $375.00 in each case
- In the event that the Lender is required to deal with any cancellation, notice of cancellation or premium payment; is required to place insurance on the Property; or otherwise must act in response to any non compliance by the Borrower with the Borrower's insurance requirements in respect of the Loan; an insurance default fee of $375.00
- For each proceeding or action instituted, including (without limitation) the issuance of a notice of sale under mortgage issued by the Lender or any other encumbrancer or mortgagee of the Property, in addition to all applicable legal fees, a fee of $500.00
- For each demand letter issued by the Lender, a fee of $375.00
- For each day in which the Lender is in possession of the Property, a fee of $100.00 per day
- For any attendance or inspection of the Property necessitated by an Event of Default, an attendance/inspection fee of $375.00
- For any payment by the Lender made in order for the Lender to protect its Security or to maintain its rights in respect of the Loan, including (without limitation) any payment of realty taxes, insurance premiums, condominium expenses, or principal or interest payments on any prior encumbrance, a processing fee of $375.00 in respect of each such payment
- For any statement of indebtedness (for either information or discharge purposes) prepared and provided by the Lender to any party, a fee of $300.00
- For each month (or part thereof) during which an Event of Default shall occur that has not been cured within ten days of the its occurrence, a monitoring fee of $500.00
- In the event of any failure by the Borrower to provide evidence to the Lender of payments of realty taxes or payments on any encumbrance that ranks prior to the Security within ten days following a request by the Lender for such information, where the Lender has requested for such evidence or the Borrower is required to give such evidence, in accordance with this Commitment or the Security, a fee of $250.00 for each such occurrence

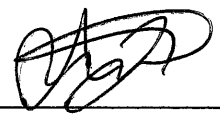
TAB V

This is Exhibit V

Referred to in the

Affidavit of Michael Lickver

Sworn October 2, 2019



A Commissioner for taking affidavits

Shaan Tolani, a Commissioner, etc.,
Province of Ontario, while a Student-at-Law.
Expires May 11, 2021.

Alexander Payne

From: Mike Shakra
Sent: Tuesday, September 24, 2019 9:17 PM
To: Yaakov Eizicovics
Cc: Gavin Finlayson; Alexander Payne
Subject: RE: Auxly & Curative Cannabis - Foreclosure & Proof of Interest

Yaakov:

Are you able to proof of advance of any funds (i.e., bank draft, wire, certified cheque etc.)?

Best,

Mike

Mike Shakra
***Associate,* Bennett Jones LLP**

3400 One First Canadian Place, P.O. Box 130, Toronto, ON, M5X 1A4
T. 416 777 6236 | F. 416 863 1716 | M. 647 262 7741
E. shakram@bennettjones.com
BennettJones.com

From: Yaakov Eizicovics <yaakov@gropperlaw.com>
Sent: Wednesday, September 18, 2019 6:39 PM
To: Mike Shakra <ShakraM@bennettjones.com>
Subject: RE: Auxly & Curative Cannabis - Foreclosure & Proof of Interest

Mike – See attached. What are you looking for in terms of evidence of advance.

Yaakov Eizicovics

Gropper Law
Professional Corporation

2345 Yonge Street, Suite 302
Toronto ON M4P 2E5

Phone/Fax: 416.962.3002
Email: yaakov@gropperlaw.com

From: Mike Shakra <ShakraM@bennettjones.com>
Sent: Tuesday, September 17, 2019 11:52 PM
To: Yaakov Eizicovics <yaakov@gropperlaw.com>
Cc: Gavin Finlayson <FinlaysonG@bennettjones.com>
Subject: RE: Auxly & Curative Cannabis - Foreclosure & Proof of Interest

Yaakov:

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Thank you for providing the security agreements.

In order to determine whether you clients' have an interest in the collateral, we'll also need to confirm that funds were actually advanced to Messrs. Shpilt and Fitzgerald.

Please provide us with copies of the commitment letters referenced in each of the security agreements and proof that funds were advanced and remain outstanding.

Please also note that should it be necessary, we have booked a hearing with the Commercial List Court on October 11, 2019, to determine matters of valuation of the collateral in question.

Best regards,

Mike

Mike Shakra
***Associate,* Bennett Jones LLP**

3400 One First Canadian Place, P.O. Box 130, Toronto, ON, M5X 1A4
T. 416 777 6236 | F. 416 863 1716 | M. 647 262 7741
E. shakram@bennettjones.com
BennettJones.com

From: Yaakov Eizicovics <yaakov@gropperlaw.com>
Sent: Tuesday, September 17, 2019 1:50 PM
To: Mike Shakra <ShakraM@bennettjones.com>
Cc: Gavin Finlayson <FinlaysonG@bennettjones.com>
Subject: RE: Auxly & Curative Cannabis - Foreclosure & Proof of Interest

Please see attached.

Yaakov Eizicovics

Gropper Law
Professional Corporation

2345 Yonge Street, Suite 302
Toronto ON M4P 2E5

Phone/Fax: 416.962.3002
Email: yaakov@gropperlaw.com

From: Mike Shakra <ShakraM@bennettjones.com>
Sent: Tuesday, September 10, 2019 1:35 PM
To: Yaakov Eizicovics <yaakov@gropperlaw.com>
Cc: Gavin Finlayson <FinlaysonG@bennettjones.com>
Subject: Auxly & Curative Cannabis - Foreclosure & Proof of Interest

Mr. Eizicovics:

Please see the attached letter delivered on behalf of Auxly Cannabis Group Inc.

Best,

Mike



Mike Shakra
***Associate,* Bennett Jones LLP**

3400 One First Canadian Place, P.O. Box 130, Toronto, ON, M5X 1A4
T. 416 777 6236 | F. 416 863 1716 | M. 647 262 7741
E. shakram@bennettjones.com
BennettJones.com

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TAB W

This is Exhibit W

Referred to in the

Affidavit of Michael Lickver

Sworn October 2, 2019



A Commissioner for taking affidavits

Shaan Tolani, a Commissioner, etc.,
Province of Ontario, while a Student-at-Law.
Expires May 11, 2021.

Court File No. CV-19-627308-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

THE HONOURABLE MR.	)	THURSDAY, THE 19th DAY
	)	
JUSTICE HAINEY	)	OF SEPTEMBER, 2019

AUXLY CANNABIS GROUP INC.

Applicant

- and -

2368523 ONTARIO LIMITED D/B/A CURATIVE CANNABIS

Respondent

ORDER
(appointing Receiver)

THIS APPLICATION made by Auxly Cannabis Group Inc. (the "**Applicant**") for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**"), section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") and section 67(1)(e) of the *Personal Property Security* Act, R.S.O. 1990, c.P.10, as amended (the "PPSA"), appointing A. Farber & Partners Inc. ("**Farber**") as receiver and manager (in such capacities, the "**Receiver**") without security, of all of the assets, undertakings and properties of 2368523 Ontario Limited d/b/a Curative Cannabis (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Application, the Affidavit of Ron Fichter sworn September 12, 2019 and the Exhibits thereto and on hearing the submissions of counsel for the Applicant,

the Receiver, counsel for the Debtor and no one else appearing although duly served as appears from the affidavit of service of Aiden Nelms sworn September 13, 2019, and on reading the consent of Farber to act as the Receiver,

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Application and the Application is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA, section 101 of the CJA and section 67(1)(e) of the PPSA, Farber is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "**Property**").

RECEIVER'S POWERS

3. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

(a) to take possession of and exercise control over all proceeds, receipts and disbursements arising out of or from the Property;

(b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

(c) to oversee and monitor the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business and cease to perform any contracts of the Debtor;

(d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;

(e) to receive, monitor and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor, including, without limitation, to apply for any tax refunds owing;

(f) to settle, extend or compromise any indebtedness owing to the Debtor;

(g) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;

(h) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

(i) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

(k) upon further order or direction of the Court, to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:

(i) without the approval of this Court in respect of any transaction not exceeding $500,000, provided that the aggregate consideration for all such transactions does not exceed $1,000,000; and

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

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

(j) to apply for any vesting order or other orders necessary to convey, transfer or assign the Property or any part or parts thereof to a purchaser or purchasers, free and clear of any liens or encumbrances affecting such Property;

(k) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

(l) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

(m) to maintain the Property by arranging for repairs and maintenance and continued construction if and as necessary;

(n) to secure the Property to protect it from vandalism or damage;

(o) to submit financial and progress reports to all parties and the Court as appropriate;

(p) to facilitate and assist with any application for permits, licences, approvals or permissions as may be required by any governmental authority, including but not limited to any such permits, licenses, approvals, permissions, and any renewals thereof required under the:

(i) *Cannabis Act*, S.C. 2018, c. C.16;

(ii) *Cannabis Control Act*, 2017, S.O. 2017, c. 26;

(iii) *Ontario Cannabis Retail Corporation Act*, 2017, S.O. 2017, c. 26; or

(iv) *Cannabis License Act*, 2018, S.O., 2018, c. 12,

and any regulations in connection therewith, for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor, and to meet with and discuss with such governmental authority and execute any agreements required in connection with or as a result of such including to act as the agent as mandatary of the Debtor as may be necessary or applicable, and upon further order or direction of the Court, to facilitate the transfer of, and/or conveyance or assignment of any aforementioned application for permits, licences, approvals or permissions as may be required by any governmental authority, including but not limited to any such permits, licenses, approvals, permissions, and any renewals thereof required;

(q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing;

(r) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and

including the Debtor, and without interference from any other Person. For greater certainty, the Receiver is not required to take possession and control of the operations or Property.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. THIS COURT ORDERS that: (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the

information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

7. THIS COURT ORDERS that no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

8. THIS COURT ORDERS that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

9. THIS COURT ORDERS that all rights and remedies against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

10. THIS COURT ORDERS that, notwithstanding anything contained in paragraphs 8 and 9 herein, the PPSA foreclosure process commenced by the Applicant in respect of certain shares of

(iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

10. THIS COURT ORDERS that, notwithstanding anything contained in paragraphs 8 and 9 herein, the PPSA foreclosure process commenced by the Applicant in respect of certain shares of the Debtors (the "**Shares**") pursuant to Notices of Foreclosure dated August 29, 2019, shall not be stayed or suspended by operation of this Order and, subject to further Order of the Court, leave of the Court or consent of the Receiver shall not be required by the Applicant in order to foreclose on the Shares. For greater certainty, this paragraph affects neither the rights exercised by David Shpilt and Scott FitzGerald as shareholders of the Debtor under section 65(3) of the PPSA with respect to such Notice of Foreclosure nor the ensuing processes under the PPSA.

NO INTERFERENCE WITH THE RECEIVER

11. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

12. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

13. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

14. THIS COURT ORDERS that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

LIMITATION ON ENVIRONMENTAL LIABILITIES

15. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the Ontario *Environmental Protection Act*, the *Ontario Water Resources Act*, or the Ontario *Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall

LIMITATION ON THE RECEIVER'S LIABILITY

16. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

17. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

19. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

20. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may

consider necessary or desirable, provided that the outstanding principal amount does not exceed $4,000,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

21. THIS COURT ORDERS that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

22. THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

23. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SERVICE AND NOTICE

24. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further

SERVICE AND NOTICE

24. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL <https://farbergroup.com/engagements/curative-cannabis>.

25. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

RETENTION OF LAWYERS

26. THIS COURT ORDERS that the Receiver may retain solicitors to represent and advise the Receiver in connection with the exercise of the Receiver's powers and duties, including without limitation, those conferred by this Order. Such solicitors may include Bennett Jones LLP, solicitors for the Applicant herein, in respect of any matter where there is no conflict of interest. The Receiver shall, however, retain independent solicitors in respect of any legal advice or services where a conflict exists, or may arise.

GENERAL

27. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

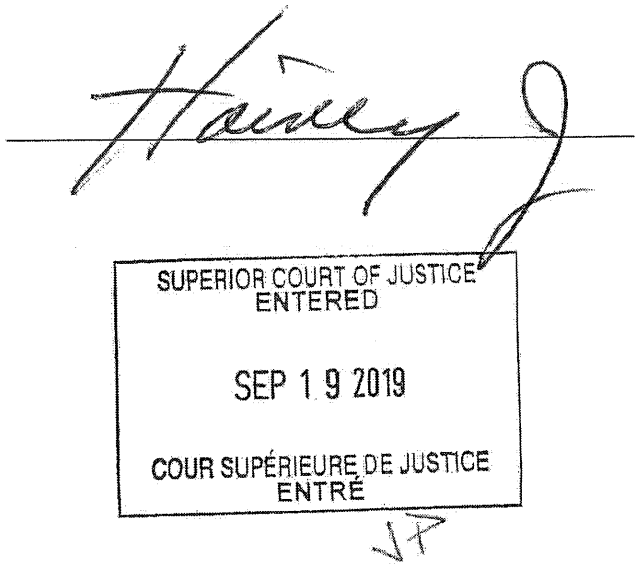
28. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

29. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

30. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

31. THIS COURT ORDERS that the Applicant shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a full indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

32. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.



SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT $_____

1. THIS IS TO CERTIFY that A. Farber & Partners, the receiver (the "**Receiver**") of the assets, undertakings and properties of 2368523 Ontario Limited d/b/a Curative Cannabis (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the ___ day of September, 2019 (the "**Order**") made in an action having Court file number __-CL-_____, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of $_____, being part of the total principal sum of $_____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver

to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 20__.

A. Farber & Partners Inc., solely in its capacity as Receiver of the Property, and not in its personal capacity

Per: _____

Name:

Title:

303

AUXLY CANNABIS GROUP INC.
Applicant

-and-

2368523 ONTARIO INC. D/B/A CURATIVE CANNABIS
Respondent

Court File No.: CV-19-627308-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO

(ORDER APPOINTING RECEIVER)

BENNETT JONES LLP
One First Canadian Place
Suite 3400, P.O. Box 130
Toronto, Ontario
M5X 1A4

Gavin Finlayson (LSO #44126D)
Tel.: (416) 777-5762
Fax: (416) 863-1716

Mike Shakra (LSO #64604K)
Tel.: (416) 777-6236
Fax: (416) 863-1716

Lawyers for the Applicant, Auxly Cannabis Group Inc.

TAB X

This is Exhibit X

Referred to in the

Affidavit of Michael Lickver

Sworn October 2, 2019



A Commissioner for taking affidavits

Shaan Tolani, a Commissioner, etc.,
Province of Ontario, while a Student-at-Law.
Expires May 11, 2021.

2368523 ONTARIO LIMITED (D/B/A) CURATIVE CANNABIS

AMENDED AND RESTATED SECURED PROMISSORY NOTE

Effective: April 23, 2019
Principal Amount: Up to C$18,000,000.00

WHEREAS 2368523 Ontario Limited (d/b/a) Curative Cannabis) (the "**Debtor**") and Auxly Cannabis Group Inc. (the "**Creditor**") are parties to a promissory note dated as of October 1, 2018, in the principal amount of up to $4,000,000.00 (the "**Original Promissory Note**");

AND WHEREAS the Debtor has entered into (i) a general security agreement, and (ii) a charge in favour of the Creditor, both of which are dated as of April 23, 2019 (collectively, referred to as the "**Debtor Security Agreements**"

AND WHEREAS certain shareholders of the Debtor, namely Scott Fitzgerald and David Shpilt and the Creditor entered into (i) a share pledge agreement, and (ii) a guarantee in favour of the Creditor, both of which are dated as of April 23 , 2019, (collectively, with the Debtor Security Agreements, referred to as the "**Security Agreements**");

AND WHEREAS on or around the date hereof the Debtor, the Creditor and Kolab Project Inc. will enter into a cannabis supply agreement (the "**Supply Agreement**"); and

AND WHEREAS the parties wish to amend and restate the Original Promissory Note upon the terms and conditions herein.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the covenants and agreements herein contained the parties hereto agree as follows:

1. Promise to Pay. FOR VALUE RECEIVED, the Debtor acknowledges itself indebted and hereby promises to pay to the Creditor at 777 Richmond Street West, Suite #002, Toronto, Ontario M6J 3N5, or as the Creditor may direct, the total principal amount from time to time advanced hereunder and set forth on the attached grid (the "**Principal Amount**"), plus any accrued interest owing thereon.

2. Interest. The interest rate for the Principal Amount shall be computed based on the Principal Amount outstanding, to be calculated from the date hereof until the earlier of: (i) the Maturity Date; and (ii) the date this Promissory Note is repaid in accordance with Section 4 below; at per annum rate of 10%.

3. Repayment. The Principal Amount plus any interest owing thereon is repayable on 104 days from April 23, 2019 (the "**Maturity Date**").

4. Amended and Restatement. This Promissory Note shall amend and restate the Original Promissory Note in its entirety and the Original Promissory Note as so amended and restated is hereby ratified and confirmed by the parties hereto and the Original Promissory Note shall be

4. Amended and Restatement. This Promissory Note shall amend and restate the Original Promissory Note in its entirety and the Original Promissory Note as so amended and restated is hereby ratified and confirmed by the parties hereto and the Original Promissory Note shall be permanently cancelled. This Promissory Note is not intended by the parties to, and shall not constitute, a payment, discharge, satisfaction or novation of any obligation of the Debtor to the Creditor, including the whole or any item or part of the outstanding Principal Amount (as defined in the Original Promissory Note) remaining outstanding and owing to the Creditor until paid in full in accordance with the provisions of this Promissory Note. The Debtor confirms to and agrees with the Creditor that its obligations (including any and all prior advances shall continue in full force and effect in accordance with the Original Promissory Note as may be amended herein.

5. Records of Account. A record of the Principal Amount, interest rate and accrued interest payable hereunder and payments of principal and interest may, at the Creditor's sole option, be entered:

(i) in any electronic data processing device, and any printed report produced from such electronic records (absent manifest error) shall be good and sufficient evidence of the unpaid principal and interest balance in the same manner and to the same extent as if originally and concurrently recorded on or with this Promissory Note; or

(ii) by the Creditor on the grid annexed hereto; or

(iii) in any combination of the methods outlined in subparagraphs (i) and (ii) above.

Failure to record the date and amount of any loan advance made under this Promissory Note, the interest rate or any accrued interest or payments made hereunder, shall not limit or otherwise affect the obligations of the Debtor to pay this Promissory Note.

The Creditor is hereby irrevocably appointed and authorized by the Debtor as the Debtor's lawful attorney and agent (with full power of substitution and delegation) to endorse on the grid attached to this Promissory Note the amount of principal, the interest rate, interest accrued on and other amounts payable under this Promissory Note and the amount of each payment of principal and interest received by the Creditor on account of this Promissory Note as well as the dates thereof. The failure of the Creditor to make any such endorsement shall not release or otherwise alter the Debtor's obligations hereunder to repay the principal of this Promissory Note and accrued interest thereon payable hereunder. The unpaid principal and accrued interest payable under this Promissory Note recorded in the grid and/or the printed report from any electronic data processing device of the Creditor shall be conclusive and binding on the Debtor, absent manifest error, and may be introduced as evidence of the amount owing by the Debtor hereunder.

6. Set-off. All payments to be made by the Debtor hereunder shall be made without set-off, compensation, deduction or counterclaim and without deduction for any taxes, levies, duties, fees, deductions, withholdings, restrictions or conditions of any nature whatsoever, except as agreed in writing by the Creditor. The Creditor shall have the right, but not the obligation, to set-off against the Principal Amount (plus any accrued interest owing thereon) any monies owed by the Creditor to the Debtor without consent of the Debtor.

7. Security Interest.

(i) The Debtor agrees that it shall grant security interests to the Creditor in all of its assets, real and personal property, tangible and intangible, of every nature and kind, both present and future (the "**Collateral**") to secure its obligations under this Promissory Note, and shall deliver with the Security Agreements, mortgages and other related agreements as may be required by the Creditor.

(ii) The Debtors hereby acknowledge and agree that the Creditor or its counsel shall be permitted to forthwith file a registration under the *Personal Property Security Act* (Ontario) (the "**PPSA**") evidencing its security interests in the Collateral. The Debtors hereby acknowledge receipt of a copy of this Promissory Note and waive their rights to receive a copy of any financing statement, financing change statement or verification statement relating to this Promissory Note or the security interest granted hereunder.

(iii) The security interest constituted by this Promissory Note and any supplemental security given to the Creditor, is not and will not be subordinate to, nor is there any intention of the Debtors to subordinate such security interests to, any other security interests.

8. Representations and Warranties. The Debtor represents and warrants, jointly and severally, to the Creditor as follows and acknowledges that the Creditor is relying on the following representations and warranties:

(i) it has full power, authority and capacity to enter this Promissory Note;

(ii) the execution, delivery and performance of obligations under the Promissory Note do not violate or conflict with any applicable laws, any order or judgment of any court or other governmental authority applicable to it or any of its personal property or assets or any contractual restriction binding on or affecting it or any of its personal property or assets; and

(iii) this Promissory Note has been duly executed and delivered by such Debtor and constitutes an enforceable obligation against the Debtor in accordance with its terms.

9. Events of Default. The entire unpaid portion of the Principal Amount and all accrued and unpaid interest thereon shall, at the option of the Creditor,

automatically become immediately due and payable if any one or more of the following events of default (each, an "**Event of Default**") has occurred and is continuing:

(i) the Debtor fails to make payment by the Maturity Date of the Principal Amount and all accrued interest owing thereon;

(ii) one or more judgments or decrees shall be entered against the Debtor and such judgments or decrees shall not have been vacated, discharged, stayed, satisfied or bonded pending appeal within 30 days from the entry thereof;

(iii) the Debtor shall: (a) become insolvent or generally fail to pay, or admit in writing its inability or unwillingness generally to pay, debts as they become due; (b) apply for, consent to, or acquiesce in, the appointment of a trustee, receiver, sequestrator or other custodian for the Debtor, or any substantial part of its property, or make a general assignment for the benefit of creditors; (c) in the absence of such application, consent or acquiescence, permit or suffer to exist the appointment of a trustee, receiver, sequestrator or other custodian for the Debtor, or for a substantial part of its property, and such trustee, receiver, sequestrator or other custodian shall not be discharged within 60 days, provided that the Debtor hereby expressly authorizes the Creditor to appear in any court conducting any relevant proceeding during such 60 day period to preserve, protect and defend its rights hereunder; (d) permit or suffer to exist the commencement of any bankruptcy, reorganization, debt arrangement or other case or proceeding under any bankruptcy or insolvency law, or any dissolution, winding up or liquidation proceeding, in respect of the Debtor, and, if any such case or proceeding is not commenced by the Debtor, such case or proceeding shall be consented to or acquiesced in by the Debtor or shall result in the entry of an order for relief or shall remain for 60 days undismissed, provided that the Debtor hereby expressly authorizes the Creditor to appear in any court conducting any such case or proceeding during such 60 day period to preserve, protect and defend its rights hereunder; or (e) take any action authorizing, or in furtherance of, any of the foregoing;

(iv) the Debtor grants any security over any of the Debtor's property and assets, real and personal, tangible and intangible, of every nature and kind, to any other person or entity without the prior written consent of the Creditor;

(v) any holder of any security interest, mortgage, lien, charge, claim or encumbrance enforces against, delivers any notice relating to its rights or its intention to enforce against, or becomes entitled to enforce against or otherwise takes possession, management or control of any material portion of the Debtor's assets;

(vi) if any representation or warranty made hereunder or pursuant to the Security Agreements, as and if applicable, by the Debtor shall be false, misleading or inaccurate when made hereunder;

(vii) if the Debtor fails to observe or perform any covenant or provision contained in this Promissory Note, the Security Agreements or the Supply Agreement, or any other agreement to which the Debtor is a party, whether written or oral;

(viii) enters into an agreement of any kind, whether binding or non-binding, to enter into a merger, acquisition, amalgamation or joint venture unless all amounts owing to the Creditor are paid in full;

(ix) enters into an agreement of any kind, whether binding or non-binding to sell, transfer or otherwise dispose of any material property or assets unless all amounts owing to the Creditor are paid in full; and

(x) the Creditor in good faith believes that the prospect of payout or repayment of all or any indebtedness, liabilities and other obligations of the Creditor is or is about to be materially impaired, the Creditor's security indebted in the Collateral is or is about to be placed in jeopardy.

10. Remedies Upon Event of Default. Upon the occurrence of an Event of Default, the Debtor, to the extent capable of being cured, shall have 5 days from the due date of such Event of Default (the "**Cure Period**") to cure the Event of Default to the satisfaction of the Creditor. If the Debtor does not cure such default within the Cure Period, the Creditor may declare the Principal Amount and all accrued interest owing thereon immediately due and payable. The Debtor agrees that all of the rights and remedies granted to the Creditor in this Promissory Note and any other documents or instruments in existence between the parties or contemplated hereby, and any other rights and remedies available to the Creditor at law or in equity, shall be cumulative. The exercise or failure to exercise any of the said remedies shall not constitute a waiver or release thereof or of any other right or remedy, and shall be non-exclusive.

11. Waiver by the Debtor. The Debtor waives demand, presentment for payment, notice of non-payment, notice of dishonour, notice of acceleration, and notice of protest of this Promissory Note. The Debtor also waives the benefit of any days of grace, the benefits of division and discussion and the right to assert in any action or proceeding with regard to this Promissory Note any set-offs or counterclaims which the Debtor may have against the Creditor.

12. No Waiver by Creditor. Neither the extension of time for making any payment which is due and payable under this Promissory Note at any time or times, nor the failure, delay, or omission of the Creditor to exercise or enforce any of its rights or remedies under this Promissory Note, shall constitute a waiver by the Creditor of its right to enforce any such rights and remedies subsequently. The single or partial exercise of any such right or remedy shall not preclude

the Creditor's further exercise of such right or remedy or any other right or remedy.

13. Indemnity. The Debtor shall indemnify and hold the Creditor harmless from and against all losses (including judgments, penalties and fines) suffered, and pay or reimburse the Creditor for all reasonable and documented out-of-pocket costs and expenses (including reasonable fees and disbursements of legal counsel to the Creditor) incurred by the Creditor in connection with, arising out of, or in any way related to: (i) this Promissory Note (whether asserted by the Creditor or the Debtor or any other person), including the prosecution or defense thereof and any litigation or proceeding with respect thereto (whether or not, in the case of any such litigation or proceeding, the Creditor is a party thereto), or (ii) any investigation, governmental or otherwise, arising out of, related to, or in any way connected with, this Promissory Note.

14. Expenses. The Debtor will pay for all the legal expenses incurred by the Creditor in connection with this Promissory Note, all Security Agreements and the Supply Agreement, and all other ancillary documents related thereto, subject to a maximum of $200,000.00.

15. Amendment. This Promissory Note may not be amended except as agreed in writing by the Debtor and the Creditor.

16. Jurisdiction. This Promissory Note is made under and shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario, and shall enure to the benefit of the Creditor and its successors and assigns, and shall be binding on the Debtor and their successors and permitted assigns.

17. Business Days. Should any payment of the Principal Amount or accrued interest owing thereon become due and payable on any day other than a Business Day ("**Business Day**" being any day not a Saturday, Sunday or legal holiday in Toronto, Ontario), the payment thereof shall be extended to the next succeeding Business Day and interest shall continue to accrue at the applicable rate until such payment is made, if applicable.

18. Assignment and Enurement. The rights and benefits of the Debtor hereunder shall not be assignable without the prior written consent of the Creditor. The Creditor may assign any of its rights and benefits hereunder without consent of the Debtor, provided that the Creditor provides written notice of such arrangement to the Debtor. This Promissory Note shall be binding upon and enure to be benefit of the parties hereto and their respective legal representatives, heirs, successors and permitted assigns.

19. Invalidity of Any Provisions. Any provision of this Promissory Note prohibited by the laws of any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition without invalidating the remaining terms hereof or thereof and no such invalidity shall affect the obligation of the Debtor to repay to the Creditor the Principal Amount plus any accrued interest owing thereon.

20. Notices. Any demand, notice or other communication to be given in connection with this Promissory Note must be given in writing and may be given by personal delivery, by registered mail or by electronic means of communication, addressed to the recipient as follows:

To the Debtor:

2368523 Ontario Ltd. d/b/a Curative Cannabis
3513 Homewood Lane
London, Ontario N6P 1K3

E-Mail: david@curativecannabis.ca
Attention: David Shpilt

To the Creditor:

Auxly Cannabis Group Inc.
777 Richmond St. W,
Suite 002
Toronto ON M6J 3N5

Attention: General Counsel
Email: legal@auxly.com

or such other street address, individual or electronic communication number or address as may be designated by notice given by either party to the other. Any demand, notice or other communication given by personal delivery will be conclusively deemed to have been given on the day of actual delivery thereof and, if given by electronic communication, on the day of transmittal thereof if given during the normal business hours of the recipient and on the next business day during which such normal business hours next occur if not given during such hours on any day.

21. Further Assurances. The Debtor shall do all such further acts, matters and things and execute and deliver all such further documents as shall be reasonably required by the Creditor in order to ensure that the terms and provisions of this Promissory Note are fully performed and carried out and to ensure that each provision of this Promissory Note is and continues to be a legal, valid and binding obligation of the Debtor enforceable against the Debtor in accordance with its terms.

22. Headings. All headings used herein are used for convenience only and shall not be used to construe or interpret this Promissory Note.

23. Electronic Delivery. Delivery of this Promissory Note by facsimile or by electronic transmission in portable document format (PDF) of an executed copy of this Promissory Note is as effective as delivery of an originally executed copy thereof.

24. Independent Legal Advice. Each party hereto acknowledges and agrees that it: (i) has been advised to seek independent legal advice; (ii) has sought such

independent legal advice or deliberately decided not to do so; (iii) understands its rights and obligations under this Promissory Note; and (iv) are executing this Promissory Note voluntarily.

[Remainder of Page Intentionally Blank]

DATED effective this 23rd day of April, 2019

2368523 ONTARIO LTD. D/B/A CURATIVE CANNABIS

Per: _____
Name: David Shpilt
Title: Director

ACKNOWLEDGED, AGREED AND ACCEPTED ON THE DATE FIRST WRITTEN ABOVE

AUXLY CANNABIS GROUP INC.

Per: _____
Name: Jeff Tung
Title: COO

GRID

Date	Principal Advanced	Repayments of Principal	Notes	Interest Paid	Initials
May 14, 2018	$794,305.94	-	Land Option Exercise		
October 11, 2018	$393,295.29	-	Construction Invoice		
November 12, 2018	$867,208.41	-	Construction Invoice		
December 13, 2018	$63.46	-	Construction Invoice		
December 13, 2018	$68,511.90	-	Construction Invoice		
December 13, 2018	$22,837.30	-	Construction Invoice		
December 20, 2018	$498,577.99	-	Construction Invoice		
January 17, 2019	$291,400.34	-	Construction Invoice		
February 4, 2019	$380,606.96	-	Construction Invoice		
March 20, 2019	$1,070,401.40	-	Construction Invoice		
April 10, 2019	$1,707,287.57	-	Construction Invoice		
May 2, 2019	$1,475,952.02	-	Construction Invoice		
May 3, 2019	$133,024.44	-	Construction Invoice		
May 21, 2019	$2,030,918.59		Distribution Line Expansion		
May 21, 2019	$486,355.71		Line Expansion Deposit		
May 24, 2019	$250,000.00	-	Flower Lighting System		
May 29, 2019	$837,031.10		Construction Invoice		
June 12, 2019	$4,322.25		Security System		
June 20, 2019	$4,830.75		Security System		
July 2, 2019	$1,711,053.36		Construction Invoice		

July 19, 2019	$50,913.00		Signage / Unattached Equipment		
July 31, 2019	$15,000		Clone Carts		
August 13, 2019	$1,427,994.15		Construction Invoice		
September 4, 2019	$1,359,941.06		Construction Invoice		
September 26, 2019	$1,190,605.72		Construction Invoice		
	$17,072,438.71				

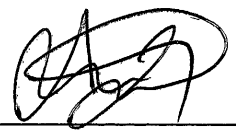
TAB Y

This is Exhibit Y

Referred to in the

Affidavit of Michael Lickver

Sworn October 2, 2019



A Commissioner for taking affidavits

Shaan Tolani, a Commissioner, etc.,
Province of Ontario, while a Student-at-Law.
Expires May 11, 2021.

Auxly

PROGRESS CLAIM PAYMENT APPROVAL

PROJECT NAME:	J103 Curative		
PROGRESS CLAIM NO.:	13	**BILLING PERIOD:**	August 2019
VENDOR NAME	Cornerstone Builders Ltd.		
DATE RECEIVED:	Sep 13, 2019	**INVOICE DATE:**	Aug 30, 2019
AMOUNT DUE:	$1,190,605.72		

Authorized Project Representative:

Signature:

Print Name: Robert Wright

Date: Sept 16/19

Accepted by Infrastructure Department:

Signature: Torin Moore

Print Name: Torin Moore

Date: 23 Sept 2019

Payment Confirmation – to be sent by Accounts Payable

Remittance Email Address: barb@cornerstonebuilders.ca

Signature:

Email Sent By (Print Name): NEVILA

Date: 2019-09-26

Received by Accounting Department:

Signature:

Print Name: NEVILA

Date: 2019-09-26

Authorized for Payment by Finance Department:

Signature:

Print Name:

Date: Sept 26/19

CORNERSTONE BUILDERS LTD. 195 Bellevue Drive, RR 5, Belleville, ON K8N 4Z5 (613) 968-3501 Fax: 968-4986

August 30, 2019

Auxly Cannabis Group Inc.
777 Richmond Street West, Unit 002
Toronto, ON
M6J 0C2

Attn: Mr. Brad McNamee

Re: **New Growing & Processing Facility**
Curative Cannabis
10078 Longwoods Road
Chatham, ON
Cornerstone Project No. C8004
INVOICE #19-14630

PROGRESS REQUISITION NO. 13

		TOTALS TO DATE
1. TRADE CONTRACTORS		
Work Complete as per Previous Requisitions	9,998,125.00	
Work Complete as per Attachments	951,284.00	
Total Trade Contractors Complete to Date		10,949,409.00
2. LABOUR		
Work Complete as per Previous Requisitions	210,000.00	
Work Complete as per Attachments	21,600.00	
Total Labour Complete to Date		231,600.00
3. MATERIALS		
Work Complete as per Previous Requisitions	447,893.42	
Work Complete as per Attachments	88,662.13	
Total Materials Complete to Date		536,555.55
4. GENERAL CONDITIONS/ENGINEERING		
Work Complete as per Previous Requisitions	89,266.00	
Work Complete as per Attachments	2,730.00	
Total General Conditions/Engineering Complete to Date		91,996.00
Total Costs to Date		11,809,560.55
Construction Management Fee - 10%		1,180,956.06
Total Contract Amount to Date		**12,990,516.61**

New Growing & Processing Facility
Curative Cannabis
10078 Longwoods Road
Chatham, ON
Cornerstone Project No. C8004
Progress Requisition No. 13 - Page 2

	TOTALS TO DATE
Total Contract Amount to Date	12,990,516.61
Less: Previous Requests	11,819,812.86
Total Gross Contract Amount	1,170,703.75
Less: 10% Holdback	117,070.37
Total Net Contract Amount Due	**1,053,633.38**
13% HST Registration #101154821	136,972.34
Total Amount Due This Draw	**$1,190,605.72**

CORNERSTONE BUILDERS LTD.

Dan Lucas

DL/bw

Curative Cannabis
Chatham ON
Project # C8004
August 2019

Trade Contractor Summary

PROGRESS REQUISITION NO. 13

Sub Contractor	Contract Amount	% Complete	Complete to Date	Previously Claimed	Claim This Invoice
360 Advanced Security	666,646	97	646,647	571,099	75,548
Access Security	16,740	100	16,740	16,740	0
Cambium Inc.	13,180	100	13,180	13,180	0
CSM Excavation	406,643	100	406,643	406,643	0
Curney Mechanical	313,269	100	313,269	303,871	9,398
Damatex	492,203	85	418,373	237,878	180,495
Dor-Co Garage	3,510	100	3,510	3,510	0
Erie Glass	191,897	100	191,897	177,217	14,680
Gosse Masonry	251,500	100	251,500	251,500	0
Herais International	63,200	90	56,880	37,920	18,960
Home Hardware Chatham	13,995	100	13,995	2,799	11,196
Honey Electric	1,349,155	85	1,146,782	1,011,866	134,916
JRB Electrical	5,250	100	5,250	5,250	0
Nedlaw Roofing Ltd	201,325	100	201,325	191,663	9,662
Performance Painting	131,090	95	124,535	103,913	20,622
Phillips Skid Steer Service	331,404	75	248,553	165,702	82,851

Curative Cannabis
Chatham ON
Project # C8004
August 2019

Trade Contractor Summary

PROGRESS REQUISITION NO. 13

Sub Contractor	Contract Amount	% Complete	Complete to Date	Previously Claimed	Claim This Invoice
Ravata Drywall	240,231	100	240,231	222,941	17,290
Sacwal Flooring	75,440	75	56,580	0	56,580
Simpson's Fence	88,113	100	88,113	79,302	8,811
Techniciar	5,088,300	95	4,833,885	4,579,470	254,415
Thermo Design Insulation	801,800	100	801,800	745,940	55,860
Vantel Construction	445,477	95	423,203	423,203	0
Victoria Steel Corp.	446,518	100	446,518	446,518	0
					0
					0
					0
					0
					0
TOTALS TO DATE	**11,636,886**		**10,949,409**	**9,998,125**	**951,284**

322

DAILY LABOUR SHEET

PROJECT: **Curative Cannabis** **Attn: B. McNamee**

C8004

EMPLOYEE NAME	EMPLOYEE TRADE	DATE	DESCRIPTION	HRS	RATE	AMOUNT
D. Lucas	Project Mgr		August 2019	40	95.00	3,800.00
M. Turcotte	Project Mgr		August 2019	40	95.00	3,800.00
D. Fraser	Accounting		August 2019	40	50.00	2,000.00
R. Nooyen	Supervisor		August 2019			12,000.00
						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
						0.00
						0.00
						0.00
			TOTAL			**$21,600.00**

Authorized By: _____

CORNERSTONE BUILDERS LTD.

DAILY MATERIAL SHEET

PROJECT: **Curative Cannabis** **Attn: B. McNamee**

C8004

SUPPLIER	INVOICE #	DATE	DESCRIPTION	AMOUNT
Phillips Skid Steer	73119	July 31/19		77,104.93
Manuel Jordao & Associates	190720	July 31/19		808.65
Chatham-Kent Home Hdw	1199409	Aug 2/19		983.30
Chatham-Kent Home Hdw	1199783	Aug 6/19		5.00
Chatham-Kent Home Hdw	1199782	Aug 6/19		125.20
Chatham-Kent Home Hdw	1200837	Aug 11/19		279.85
Chatham-Kent Home Hdw	1201126	Aug 12/19		149.99
Chatham-Kent Home Hdw	1200975	Aug 12/19		95.22
Chatham-Kent Home Hdw	1201476	Aug 13/19		49.78
Libby Manufacturing	29728	Aug 15/19		1,679.96
Dover Port-A-John	30327	Aug 15/19		320.00
United Rentals	171211156-2	Aug 16/19		979.20
United Rentals	172962681-1	Aug 23/19		523.16
Great Lakes Modular Corp	1083019	Aug 30/19		215.00
Waste Connections of Canada	7130-696728	Aug 31/19		438.98
Manuel Jordao & Associates	190737	Aug 31/19		1,890.00
Visa			July/Aug 2019	3,013.91
			TOTAL	**$88,662.13**

Authorized By: _____

CORNERSTONE BUILDERS LTD.

Phillips

Skid Steer Service/Septic Service

O/B 1404520 ON INC

10823 Burk Line
Blenheim, ON
N0P 1A0 lindaandmarkphillips@gmail.com

Office: 519-809-3002
Cell: 519-809-3001

July 31, 2019

Invoice #73119

Dianne Fraser, Accounts Payable

Cornerstone Builders Ltd

195 Bellevue Drive, RR#5 613-968-3501 ext. 203

Belleville, On

K8N 4Z5 dianne@cornerstonebuilders.ca

Service Description				Amount
Sub total from page 1				$48,821.98
Packer, tamper and jumping jack rentals				$3,130.10
Fence Rental				$108.48
Tool trailer				$620.00
Cement				$2,897.32
"A" Gravel	$19.50	per	1034 ton	$20,164.56
"B" Gravel	$5.40	per	155 ton	$838.46
3/4" Clear	$34.75	per	15.1 ton	$524.03

Service charge of 2% on balances over 30 days

Paid by Cheque #_____

Make cheques payable to: **Phillips Skid Steer Service**

Business # 867938433RT001

SubTotal	$77,104.93
HST	$10,023.64
	$87,128.57

INVOICE

Phillips

Skid Steer Service/Septic Service

O/B 1404520 ON INC

10823 Burk Line
Blenheim, ON
N0P 1A0 lindaandmarkphillips@gmail.com

Office: 519-809-3002
Cell: 519-809-3001

Dianne Fraser, Accounts Payable

Cornerstone Builders Ltd

195 Bellevue Drive, RR#5 613-968-3501 ext. 203

Belleville, On

K8N 4Z5 dianne@cornerstonebuilders.ca

July 31, 2019

Invoice # 73119

Service Description					Amount
Work completed at Currrative Cannabis					
Float	$75.00	per	1	hour	$75.00
Trucking	$100.00	per	57	loads	$5,700.00
Tandem	$75.00	per	28.5	loads	$2,137.50
Tri Axle	$120.00	per	56	hours	$6,720.00
Lg Excavator	$130.00	per	78.5	hours	$10,205.00
Skid Steer	$105.00	per	134	hours	$14,017.50
Mini Ex	$105.00	per	11.8	hours	$1,233.75
Labour	$25.00	per	174	hours	$4,350.00
Labour	$30.00	per	104	hours	$3,105.00
Pick up truck	$50.00	per	4	hour	$200.00
Single Axle truck	$65.00	per	2.75	hour	$178.75
Bollards					$899.48

Service charge of 2% on balances over 30 days

SubTotal $48,821.98

Paid by Cheque #_____

HST _____

Make cheques payable to: **Phillips Skid Steer Service**

Business # 867938433RT001

INVOICE

326

Astley • Gilbert
ON DEMAND IMAGING. ON PAPER. ONLINE.

Remit All Payments To:
Astley Gilbert Limited
Head Office
42 Carnforth Road
Toronto, Ontario M4A 2K7

For Inquiries: 416.288.8666
Fax: 416.288.0634
Email: ar@astleygilbert.com

INVOICE

Charge To:

+JOR001
JORDAO,MANUEL & ASSOC.LTD.
556 EDWARD AVE., SUITE 82
RICHMOND HILL, ON, L4C 9Y5

ORDERED BY: **NAFISEH REZAZADEH**

INVOICE DATE	INVOICE NO.
06 JUN 2019	1968702

Terms	Job Order/Control No.	Prov. Lic. No.	Customer P.O. No.	Date of Order
Net 30 Days	1627882 / 3894765		2017-214	06 JUN 2019

No. of Orig.	No. of Prints of each	Product Code	Product Description	Tax	Total No. Copies	Unit Sq. Ft.	Total Sq. Ft.	Unit Price	AMOUNT
14	1	1302	HIGH SPEED PLOTTING BOND	2	14	6	84 @	0.3700	31.08
14		100015	COLLATE, ASSEMBLE & BIND	2					1.20
			Delivered to: JORDAO,MANUEL & ASSOC.LTD. 556 EDWARD AVE., RICHMOND HILL						

1% PER MONTH CHARGED ON ALL OVERDUE BALANCES

SPECIAL INSTRUCTIONS

H.S.T. # 10031 1372RT0001

1. GST & PST extra
2. GST/HST extra & PST exempt
3. GST exempt & PST extra
4. GST & PST exempt
5. GST & QST extra
6. QST extra

SUB TOTAL	32.28
G.S.T. / H.S.T.	4.20
P.S.T.	0.00
Q.S.T.	0.00
PLEASE PAY THIS AMOUNT	36.48

Astley ▪ Gilbert
ON DEMAND IMAGING. ON PAPER. ONLINE.

Remit All Payments To:
Astley Gilbert Limited
Head Office
42 Carnforth Road
Toronto, Ontario M4A 2K7

For Inquiries: 416.288.8666
Fax: 416.288.0634
Email: ar@astleygilbert.com

INVOICE

Charge To:

+JOR001
JORDAO,MANUEL & ASSOC.LTD.
556 EDWARD AVE., SUITE 82
RICHMOND HILL, ON, L4C 9Y5

ORDERED BY: NAFISEH REZAZADEH

INVOICE DATE	INVOICE NO.
09 JUL 2019	1982481

Terms	Job Order/Control No.	Prov. Lic. No.	Customer P.O. No.	Date of Order
Net 30 Days	1638061 / 3907548		2017-214	08 JUL 2019

No. of Orig.	No. of Prints of each	Product Code	Product Description	Tax	Total No. Copies	Unit Sq. Ft.	Total Sq. Ft.	Unit Price	AMOUNT
13	1	1302	HIGH SPEED PLOTTING BOND	2	13	3	39 @	0.3700	14.43
13		100015	COLLATE, ASSEMBLE & BIND	2					1.15
			Delivered to: JORDAO,MANUEL & ASSOC.LTD. 556 EDWARD AVE, RICHMOND HILL						

1% PER MONTH CHARGED ON ALL OVERDUE BALANCES

SPECIAL INSTRUCTIONS

H.S.T. # 10031 1372RT0001

1. GST & PST extra
2. GST/HST extra & PST exempt
3. GST exempt & PST extra
4. GST & PST exempt
5. GST & QST extra
6. QST extra

SUB TOTAL	15.58
G.S.T. / H.S.T.	2.03
P.S.T.	0.00
Q.S.T.	0.00
PLEASE PAY THIS AMOUNT	17.61

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MANUEL JORDAO AND ASSOCIATES LIMITED
ELECTRICAL ENGINEERING

August 20, 2019

Cornerstone Builders Ltd.
195 Bellevue Drive, RR5
Belleville, Ontario
K8N 4Z5

Attn: Dan Lucas

INVOICE NO. 190720

REFERENCE: **Curative Cannabis**
10078 Longwoods Drive
Chatham-Kent, Ontario
Our Job #2017-214

For printing and mileage disbursements up to July 31, 2019.

Astley-Gilbert Inv. #1968702 & 1982481	$ 47.86	
HST	6.23	$ 54.09
Handling Fee	$ 4.79	
HST	0.62	$ 5.41
Mileage – July 9 & 31/19 = 1,260 Km @ $0.60/Km =	$756.00	
HST	98.28	$854.28

808.65

TOTAL THIS INVOICE **$913.78**

Terms: Due 30 days from invoice date.

H.S.T. # 880687884 RT

556 Edward Ave., Unit 82, Richmond Hill, Ontario, Canada L4C 9Y5
Phone: (905) 780-8590 Fax: (905) 780-8591 Email: mjordao@mjaeng.com

CHATHAM-KENT HOME HDWE.BLDG.CENTRE

124 Keil Drive South (Store#1719-6),
Chatham,, ON, N7M-3H1
(519) 354-0700 H.S.T 135647261

ACCOUNT: 39790
INVOICE: 1199409
2019/08/02 2:54 pm
30-24664 WENDY,FRANK

SOLD TO / VENDU À
CORNERSTONE BUILDERS LTD.
195 BELLEVUE DRIVE
BELLEVILLE, ON, K8N 4Z5

(613) 968-3501
P.O.#: LONGWOODS RD

C8004

SHIP TO / ENVOYER À
CORNERSTONE BUILDERS LTD.
10078 LONGWOODS ROAD
CHATHAM, ON

********** INVOICE **********

QUANTITY	UOM	DESCRIPTION	ITEM	CODES	PRICE	EXTENDED
55	EA	PCS VENTED SOFFIT - CHARCOAL	824	QSH	16.85 /EA	926.75
13	EA	PCS SOFFIT J CHAN - "	824	QSH	4.35 /EA	56.55

TAG CORNERSTONE CONSTRUCTION
ATT ; ROB 519-809-3900

Item Total	983.30
H.S.T	127.83
HST5%	0.00
Sub Total	1,111.13
Amounts Tendered	
CHARGE TO: HOUSE ACCOUNT 39790	1,111.13
[Authorized by: ROB NOOYEN]	

X_____ PRINT_____ ORD FILL BY____ DELV BY____ CHECK BY_____
Received By NON-REFUNDABLE DEPOSITS, 30 DAY RETURN, www.homeha

330

CHATHAM-KENT HOME HDWE.BLDG.CENTRE

124 Keil Drive South (Store#1719-6),
Chatham,, ON, N7M-3H1
(519) 354-0700 H.S.T 135647261

ACCOUNT: 39790
INVOICE: 1199783
DELIVERY ID: 6557
2019/08/06 10:49 am
32-27476 MARK

SOLD TO / VENDU À
CORNERSTONE BUILDERS LTD.
195 BELLEVUE DRIVE
BELLEVILLE, ON, K8N 4Z5
(613) 968-3501

C8004

SHIP TO / ENVOYER À
CORNERSTONE BUILDERS LTD.
10078 LONGWOODS RD
CHATHAM, ON, K8N 4Z5

********** INVOICE/DELIVERY **********

DELIVER ON: 19/08/06 DELIVERY TIME: ANY

QUANTITY	UOM	DESCRIPTION	ITEM	CODES	PRICE	EXTENDED
1	EA	FUEL SURCHARGE, APPLIES TO ALL DEL HH IS NOT RESPONSIBLE FOR DAMAGE AS A RESULT OF DELIVERY INSTRUCTIONS.	18047	YH	5.00 /EA	5.00

Item Total	5.00
H.S.T	0.65
HST5%	0.00
Sub Total	5.65
Amounts Tendered	
CHARGE TO: HOUSE ACCOUNT 39790	5.65
[Authorized by: ROB NOOYEN]	

X_____
Received By

PRINT_____ ORD FILL BY____ DELV BY____ CHECK BY_____
NON-REFUNDABLE DEPOSITS, 30 DAY RETURN, www.homeha

CHATHAM-KENT HOME HDWE.BLDG.CENTRE

124 Keil Drive South (Store#1719-6),
Chatham,, ON, N7M-3H1
(519) 354-0700 H.S.T 135647261

ACCOUNT: 39790
INVOICE: 1199782
2019/08/06 10:48 am
32-27475 MARK

SOLD TO / VENDU À
CORNERSTONE BUILDERS LTD.
195 BELLEVUE DRIVE
BELLEVILLE, ON, K8N 4Z5

(613) 968-3501

~~P.O.#: CURATIVE CANNIBAS~~

C 8004

SHIP TO / ENVOYER À
CORNERSTONE BUILDERS LTD.
10078 LONGWOODS ROAD
CHATHAM, ON

INVOICE

QUANTITY	UOM	DESCRIPTION	ITEM	CODES	PRICE	EXTENDED
20	EA	CEMENT, MORTAR MIX 30KG	2622362	DH	6.26 /EA	125.20

Item Total 125.20
H.S.T 16.28
HST5% 0.00
Sub Total 141.48

Amounts Tendered
CHARGE TO: HOUSE ACCOUNT 39790 141.48
Authorized By: ROB NOORENT

X _____ PRINT _____ ORD FILL BY _____ DELV BY _____ CHECK BY _____
Received By

NON-REFUNDABLE DEPOSITS, 30 DAY RETURN, www.homeha

PAGE: 1/1

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CHATHAM-KENT HOME HDWE.BLDG.CENTRE

124 Keil Drive South (Store#1719-6),
Chatham,, ON, N7M-3H1
(519) 354-0700 H.S.T 135647261

ACCOUNT: 39790
INVOICE: 1200837
2019/08/11 9:53 am
34-103259 DAVID

SOLD TO / VENDU À
CORNERSTONE BUILDERS LTD.
195 BELLEVUE DRIVE
BELLEVILLE, ON, K8N 4Z5

(613) 968-3501
P.O.#: CURATIVE

C8004

SHIP TO / ENVOYER À
CORNERSTONE BUILDERS LTD.
10078 LONGWOODS ROAD
CHATHAM, ON

********** INVOICE **********

QUANTITY	UOM	DESCRIPTION	ITEM	CODES	PRICE	EXTENDED
10	LF	FLATSTOCK,ALM 24"X30M WHT/ALM 023	2750647	DH	3.14 /LF	31.40
X1	EA	KNIFE, UTILITY RETRCT W/3BLADES	1034204	DH	9.09 /EA	9.09
X2	EA	SAWHORSE, FOLDING ALUMINUM 3"X36"	1080145	DH	119.68 /EA	239.36

Rob Site Super

Item Total	279.85
H.S.T	36.38
HST5%	0.00
Sub Total	316.23
Amount Tendered	
CHARGE TO: HOUSE ACCOUNT 39790	316.23

[Authorized by: ROB NOOYEN]

X _____ PRINT: _____ ORD FILL BY _____ DELV BY _____ CHECK BY _____
Received By

NON-REFUNDABLE DEPOSITS, 30 DAY RETURN, www.homeha

CHATHAM-KENT HOME HDWE.BLDG.CENTRE

124 Keil Drive South (Store#1719-6),
Chatham,, ON, N7M-3H1
(519) 354-0700 H.S.T 135647261

ACCOUNT: 39790
INVOICE: 1201126
2019/08/12 3:05 pm
22-182272 DAVID

SOLD TO / VENDU À
CORNERSTONE BUILDERS LTD.
195 BELLEVUE DRIVE
BELLEVILLE, ON, K8N 4Z5

(613) 968-3501
P.O.#: CURATIVE

C8804

SHIP TO / ENVOYER À
CORNERSTONE BUILDERS LTD.
10078 LONGWOODS ROAD
CHATHAM, ON

********** INVOICE **********

QUANTITY	UOM	DESCRIPTION	ITEM	CODES	PRICE	EXTENDED
1	PK	TOWELS, PAPER 2PLY 40SH 6PK ECONO	4661205	DH	7.00 /PK	7.00
1	EA	GUN, CAULKING PROFESSIONAL STANDARD	2034079	DH	38.29 /EA	38.29
2	CS	CAULK, ACR A/P ALEX PLUS WHT 12PK	2036318	DH	24.89 /CS	49.78
1	EA	TOOL, CAULKING ATTACH QUICK FLOW	2034195	DH	2.86 /EA	2.86
2	PK	SEAL, SIL M/P WHT 300ML 3PK	2034408	DH	14.33 /PK	28.66
2	EA	BRUSH, 1-1/2" ANG	123070	DH	2.86 /EA	5.72
2	EA	CONTAINER, PAINT SEAL+SAVE 1QT/.95L	1656554	DH	6.21 /EA	12.42
1	EA	TOOL, CAULKING APPLICATOR 3-IN-1	2034225	DH	5.26 /EA	5.26

Item Total	149.99
H.S.T	19.50
HST5%	0.00
Sub Total	169.49
Amounts Tendered	
CHARGE TO: HOUSE ACCOUNT 39790	169.49
[Authorized by: ROB NGUYEN]	

X _____ PRINT _____ ORD FILL BY _____ DELV BY _____ CHECK BY _____
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CHATHAM-KENT HOME HDWE.BLDG.CENTRE

124 Keil Drive South (Store#1719-6),
Chatham,, ON, N7M-3H1
(519) 354-0700 H.S.T 135647261

ACCOUNT: 39790
INVOICE: 1200975
2019/08/12 10:32 am
8-146408 MARK

SOLD TO / VENDU À
CORNERSTONE BUILDERS LTD.
195 BELLEVUE DRIVE
BELLEVILLE, ON, K8N 4Z5

C8504

(613) 968-3501
P.O.#: CURATIVE

SHIP TO / ENVOYER À
CORNERSTONE BUILDERS LTD.
10078 LONGWOODS ROAD
CHATHAM, ON

INVOICE

QUANTITY	UOM	DESCRIPTION	ITEM	CODES	PRICE	EXTENDED
3	EA	PLYWD SPR STD 4X8X15.5MM(5/8")	2817485	DH	31.74 /EA	95.22

Item Total	95.22
H.S.T	12.38
PST 5%	0.00
Sub Total	107.60
Amounts Tendered	
CHARGE TO: HOUSE ACCOUNT 39790	107.60
Authorized by: ROB NOOYEN	

X
Received By

PRINT ORD FILL BY DELIVERY CHECK BY

NON-REFUNDABLE DEPOSITS, 30 DAY RETURN, www.homeha...

PAGE: 1/1

CHATHAM-KENT HOME HDWE.BLDG.CENTRE

124 Keil Drive South (Store#1719-6),
Chatham,, ON, N7M-3H1
(519) 354-0700 H.S.T 135647261

ACCOUNT: 39790
INVOICE: 1201476
2019/08/13 3:16 pm
23-61170 FRANK

SOLD TO / VENDU À
CORNERSTONE BUILDERS LTD.
195 BELLEVUE DRIVE
BELLEVILLE, ON, K8N 4Z5

(613) 968-3501

C8004

SHIP TO / ENVOYER À
CORNERSTONE BUILDERS LTD.
10078 LONGWOODS ROAD
CHATHAM, ON

INVOICE

QUANTITY	UOM	DESCRIPTION	ITEM	CODES	PRICE	EXTENDED
2	CS	CAULK, ACR A/P ALEX PLUS WHT 12PK	2036318	DH	24.89 /CS	49.78

Item Total	49.78
H.S.T	6.47
HST5%	0.00
Sub Total	56.25
Amounts Tendered	
CHARGE TO: HOUSE ACCOUNT 39790	56.25
[Authorized by: ROB NOOYEN]	

X_____
Received By

PRINT_____ ORD FILL BY____ DELV BY____ CHECK BY_____

NON-REFUNDABLE DEPOSITS, 30 DAY RETURN, www.homeha

8879-147 Warning: This document contains multiple security features. — Attention : Ce document contient plusieurs fonctions de sécurité

336

LIBBY Manufacturing
P.O. Box 1240, Blenheim, ON, N0P 1A0
P: 519-676-6630 F: 519-676-6038

19376 Gore Rd
PO Box 1240
Blenheim, ON N0P 1A0

INVOICE

Invoice No.: 29728
Date: Aug 15, 2019
Ship Date: Aug 15, 2019
Page: 1
Re: Order No. Corner Stone

Sold to:
One time customer

Ship to:
One time customer

C8004

Business No.: 106275498

Item No.	Unit	Quantity	Description	Tax	Unit Price	Amount
SUW1800	Each	10	.500" x 48" x 96" UV White LibbyHQ Smooth Sheet	H	136.40	1,364.00
SW1100	Each	2	.188" x 48" x 96" White LibbyHQ Smooth Sheet	H	46.38	92.76
SW0400	Each	4	.100" x 48" x 96" White LibbyHQ Smooth Sheet	H	24.80	99.20
SW1500	Each	2	.250" x 48" x 96" White LibbyHQ Smooth Sheet	H	62.00	124.00
			Subtotal:			1,679.96
			H - Tax 13.% Tax			218.40

MC/Visa: Add 2.4% Processing Fee

LIBBY MANUFACTURING
19376 GORE ROAD
BLENHEIM ON
477001 ON

CARD **********2321
CARD TYPE VISA
DATE 2019/08/15
TIME 13:37:14:06:53
RECEIPT NUMBER
M8403681-001-001-382-0

PURCHASE
TOTAL
$1,898.36

PASSWORD USED
APPROVED 01-027
AUTH# 096020
THANK YOU

CARDHOLDER WILL PAY
CARD ISSUER ABOVE AMOUNT
PURSUANT TO CARDHOLDER
AGREEMENT.

CARDHOLDER COPY

IMPORTANT - RETAIN THIS
COPY FOR YOUR RECORDS

Shipped By: Picked Up Tracking Number:

Comment: dianne@cornerstonebuilders.ca

Sold By: Fenton, Paul

Total Amount	1,898.36
Amount Paid	0.00
Amount Owing	1,898.36

DOVER PORT-A-JOHN

7646 CREEK LINE
RR#7 CHATHAM, ONTARIO N7M 5J7
Tel: (519) 354-5343
Fax: (519) 360-1609

INVOICE

Invoice No.: 30327
Date: 08/15/2019
Page: 1

Sold to:

CORNERSTONE BUILDERS
195 BELLEVUE DR
BELLEVILLE, ON K8N 4Z5

Ship to:

CORNERSTONE BUILDERS
195 BELLEVUE DR
BELLEVILLE, ON K8N 4Z5

C8004.

Business No.: 13933 2233 RT0001

Item	Description	Quantity	Unit Price	Amount	Tax
004	RENTAL OF PORTABLE WASHROOM UNIT WITH FLUSH LOCATED AT 10078 LONGWOODS RD, THAMESVILLE JUL 9/19 - AUG 8/19	2	160.00	320.00	H
	Subtotal:			320.00	
	H - HST 13% HST			41.60	

DOVER PORT-A-JOHN HST: #818744021

Shipped By: Tracking Number:

Comment: THANK YOU FOR YOUR BUSINESS! HST # 818744021

Total Amount 361.60

Sold By:

United Rentals

RENTAL RETURN INVOICE

171211156-002

BRANCH 09C
401 RICHMOND ST
CHATHAM ON N7M 1P5
519-360-4500
519-354-2146 FAX
QST#1023433253TQ0001 GST/HST#875839425RT0001

Job Site Address

ST./CANNABIS
10023 LONGWOODS RD
CHATHAM ON N7M 5J4

Office: 613-968-3501 Cell: 519-809-3900

CORNERSTONE BUILDERS LTD
195 BELLEVUE DR.
RR 5
BELLEVILLE ON K8N 4Z5

Customer #	: 6103350
Invoice Date	: 08/16/19
Rental Out	: 07/08/19 09:12 AM
Rental In	: 08/16/19 09:57 AM
UR Job Loc	: 10023 LONGWOODS RD,
UR Job #	: 110
Customer Job ID:	
P.O. #	:
Ordered By	: ROB
Written By	: TYLER CLARK
Salesperson	: KARL COATSWORTH

Invoice Amount: $1,106.49

Terms: Due Upon Receipt
Payment options: Contact our credit office 704-916-4815
REMIT TO: UNITED RENTALS OF CANADA, INC.
C/O T52638
PO BOX 4526, POSTAL STATION A
TORONTO ON M5W 5Z9

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
1	10607835	GENERATOR 5.5-5.9 KW Make: WACKER Model: GP5000A Serial: 20281121	28.00	55.00	220.00	495.00	440.00
1	10771774	GENERATOR 5.5-5.9 KW Make: WACKER Model: GP5600A Serial: 24436258	28.00	55.00	220.00	495.00	440.00

Rental Subtotal: 880.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item		Price	Unit of Measure	Extended Amt.
1	ENVIRONMENTAL SERVICE CHARGE	[ENV/MCI]	17.600	EACH	17.60
17	GAS	[GAS/MCI]	2.400	EACH	40.80
17	GAS	[GAS/MCI]	2.400	EACH	40.80

Sales/Misc Subtotal: 99.20

Agreement Subtotal:	897.60
Fuel:	81.60
HST:	127.29
Total:	1,106.49

COMMENTS/NOTES:

CONTACT: ROB NOOYEN
CELL#: 519-809-3900

FINAL BILL: 8/05/19 09:12 AM THRU 8/16/19 09:57 AM.

CONTACT UNITED ACADEMY TODAY 844-222-2345 OR WWW.UNITEDACADEMY.UR.COM
TRAINING IS NOT AVAILABLE ON CERTAIN EQUIPMENT IN CANADA.

99.20

THIS INVOICE IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT, WHICH ARE INCORPORATED HEREIN BY REFERENCE.
A COPY OF THE RENTAL AGREEMENT IS AVAILABLE UPON REQUEST.

You Can Now Access Invoice History and Update Purchase Orders Online
To Sign Up, contact URControlSupport@ur.com

United Rentals

RENTAL RETURN INVOICE

172962671-001

BRANCH 09C
401 RICHMOND ST
CHATHAM ON N7M 1P5
519-360-4500
519-354-2146 FAX
QST#1023433253TQ0001 GST/HST#875839425RT0001

Job Site Address

ST./CANNABIS
10023 LONGWOODS RD
CHATHAM ON N7M 5J4

Office: 613-968-3501 Cell: 519-809-3900

CORNERSTONE BUILDERS LTD
195 BELLEVUE DR.
RR 5
BELLEVILLE ON K8N 4Z5

C8004

Customer #	: 6103350
Invoice Date	: 08/23/19
Rental Out	: 08/22/19 08:00 AM
Rental In	: 08/23/19 08:26 AM
UR Job Loc	: 10023 LONGWOODS RD,
UR Job #	: 110
Customer Job ID:	
P.O. #	:
Ordered By	: ROB
Reserved By	: JOHN ROOS
Salesperson	: KARL COATSWORTH

Invoice Amount: $591.17

Terms: Due Upon Receipt
Payment options: Contact our credit office 704-916-4815
REMIT TO: UNITED RENTALS OF CANADA, INC.
C/O T52638
PO BOX 4526, POSTAL STATION A
TORONTO ON M5W 5Z9

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
1	10830819	FORKLIFT WHSE 5000# GAS/LP Make: TOYOTA Model: 8FGU25 Serial: 88099 Meter out: 210.60 Meter in: 213.20	255.00	255.00	632.00	1590.00	255.00
1	250/3650	PROPANE TANK 33# LIQUID	3.00	3.00	11.00	23.00	3.00
						Rental Subtotal:	258.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item		Price	Unit of Measure	Extended Amt.
1	ENVIRONMENTAL SERVICE CHARGE	[ENV/MCI]	5.160	EACH	5.16
1	DELIVERY CHARGE		130.000	EACH	130.00
1	PICKUP CHARGE		130.000	EACH	130.00
				Sales/Misc Subtotal:	265.16
				Agreement Subtotal:	523.16
				HST:	68.01
				Total:	591.17

COMMENTS/NOTES:

CONTACT: ROB NOOYEN
CELL#: 519-809-3900

CONTACT UNITED ACADEMY TODAY 844-222-2345 OR WWW.UNITEDACADEMY.UR.COM
TRAINING IS NOT AVAILABLE ON CERTAIN EQUIPMENT IN CANADA.

THIS INVOICE IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT, WHICH ARE INCORPORATED HEREIN BY REFERENCE.
A COPY OF THE RENTAL AGREEMENT IS AVAILABLE UPON REQUEST.

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To Sign Up, contact URControlSupport@ur.com

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Great Lakes Modular Corp.

PO Box 57
Essex, Ontario N8M 2Y1
Tel: (519) 687-6789
Fax: (519) 687-6795

INVOICE

Invoice No.: 1083019
Date: 08/30/2019
Ship Date:
Page: 1
Re: Order No.

Sold to:

Cornerstone Builders
195 Bellevue Dr.
Belleville, ON K8N 4Z5
Canada

Ship to:

Conerstone Builders
10078 Longwoods Rd.
Chatham, ON
Canada
PO# Rod

C8004

Business No.:

Item No.	Unit	Quantity	Description	Tax	Unit Price	Amount
U12282095	Each	1	Office Trailer - Rental	H	200.00	200.00
Steps	Each	1	1 Set of Steps PO# Rod	H	15.00	15.00 215.00
			H - HST @ 13% HST			27.95
Great Lakes Modular Corp. HST: #862387909HST000						

Shipped By: Tracking Number:	Total Amount	242.95
Comment: ALL 30 DAY OUTSTANDING INVOICES WILL BE CHARGED 2% INTEREST PER MONTH	Amount Paid	0.00
Sold By:	Amount Owing	242.95

WASTE CONNECTIONS OF CANADA INC.
5000 8th CONCESSION RR #3
MAIDSTONE, ON N0R 1K0
ATTN: CUSTOMER SERVICE DEPT.
(519) 737-2900

INVOICE	DATE	ACCOUNT NO.
7130-0000696728	08/31/19	7130-011006-0000

DUE UPON RECEIPT

CURRENT	30 DAYS	60 DAYS	90+ DAYS
$(1,882.42)	$992.34	$1,240.95	$0.00

CORNERSTONE BUILDERS
195 BELLEVUE DR
BELLEVILLE, ON K8N4Z5

SERVICE DATE	TICKET #	REF NUMBER	QTY	DESCRIPTION	CHARGE
(0002) CORNERSTONE BUILDERS					
10078 LONGWOODS RD, LOUISVILLE ON					
001 QTY 1.00 Roll Off Temporary 20.00 YD					
08/21/19		Rob	1.00	RO Dump & Return W.O# 423290	$218.40
08/21/19	01-732121			Waste	$189.00
08/31/19				Fuel Surcharge	$28.52
08/31/19				Carbon Emissions Recovery	$3.06
			438.98	Ontario HST 866808298RT0003	$57.07
				SITE TOTAL	**$496.05**
				TOTAL THIS INVOICE DUE	**$496.05**
				Ontario HST 866808298RT0003	**$57.07**

438.98

The Remit to Address below is for PAYMENTS only. Please use the Address and Telephone Numbers above for any other correspondence

WASTE CONNECTIONS OF CANADA INC.
5000 8th CONCESSION RR #3
MAIDSTONE, ON N0R 1K0

ACCOUNT NO.	7130-011006-0000	DATE	08/31/19
INVOICE	7130-0000696728	AMOUNT DUE	$350.87
Amount Paid:			

Please use this remit stub to make your payments by cheque. If you have any questions regarding your invoice you can contact us by calling our Customer Service at: (519) 737-2900 Payments can be made online at billpay.wasteconnectionscanada.com

ADDRESSEE:

CORNERSTONE BUILDERS
195 BELLEVUE DR
BELLEVILLE, ON K8N4Z5

REMIT TO:

WASTE CONNECTIONS OF CANADA INC.
5000 8th CONCESSION RR #3
MAIDSTONE, ON N0R 1K0

342

MANUEL JORDAO AND ASSOCIATES LIMITED
ELECTRICAL ENGINEERING

September 3, 2019

Cornerstone Builders Ltd.
195 Bellevue Drive, RR5
Belleville, Ontario
K8N 4Z5

Attn: Dan Lucas

INVOICE NO. 190767

REFERENCE: Curative Cannabis
10078 Longwoods Drive
Chatham-Kent, Ontario
Your PO #
Our Job #2017-214

Progress Billing #11
For electrical engineering from July 15, 2019 up to and including August 30, 2019.

Our fee	$1,890.00
HST	245.70

TOTAL THIS INVOICE **$2,135.70**

Disbursements to be invoiced separately.

H.S.T. # 880687884 RT

556 Edward Ave., Unit 82, Richmond Hill, Ontario, Canada L4C 9Y5
Phone: (905) 780-8590 Fax: (905) 780-8591 Email: mjordao@mjaeng.com

PROJECT NAME: CURATIVE CANNABIS - 10078 LONGWOODS DRIVE, CHATHAM-KENT ONT. MJA JOB # 2017-214

PROGRESS BILLING No. 11 - AS OF AUGUST 30, 2019

Name	Date	Principal	@ $175.00	Engineer/ Project Mngr	@ $165.00	Field Representative	@ $145.00	Design Time	@ $135.00	CAD Time	@ $95.00	Admin. Time	@ $75.00	Total Fee	HST	Total Fee Incl. HST
Betty-Ann	Aug-19											2.0	$ 150.00	$ 150.00	$ 19.50	$ 169.50
Manuel	Aug-19		$ -											$ -	$ -	$ -
Reza	Aug-19				$ -				$ -					$ -	$ -	$ -
Hedi	Aug-19										$ -			$ -	$ -	$ -
Homer	JUL & AUG					12.0	$ 1,740.00							$ 1,740.00	$ 226.20	$ 1,966.20
TOTAL			$ -		$ -		$ 1,740.00		$ -		$ -		$ 150.00	$ 1,890.00	$ 245.70	$ 2,135.70

344

Royal Bank

Link your card and instantly save 3 cents/L on fuel and always earn 20% more Petro-Points‡. Visit rbc.com/linkbusiness to link your card and for terms & conditions.

RBC® Visa‡ Business

CORNERSTONE BUILDERS LTD

ROBERT NOOYEN

STATEMENT FROM JUL 23 TO AUG 20, 2019

PREVIOUS STATEMENT BALANCE **$436.73**

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT ($)
AUG 08	AUG 08	PAYMENT - THANK YOU / PAIEMENT - MERCI	-$436.73
AUG 13	AUG 13	OVERLIMIT FEE	$29.00
		SUBTOTAL OF MONTHLY ACTIVITY	-$407.73

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT ($)
JUL 21	JUL 23	CHATHAM FUELS CHATHAM ON	$116.94
JUL 22	JUL 24	CHATHAM FUELS CHATHAM ON	$87.00
JUL 23	JUL 24	CDN TIRE STORE #00021 CHATHAM ON	$382.30
JUL 24	JUL 25	B & D HOME HWRE #1182-3 CHATHAM ON	$37.24
JUL 30	AUG 02	SENTRY FIRE SAFETY SE CHATHAM ON	$37.69
JUL 31	AUG 01	PREFERRED BUILDING PRODUCCHATHAM ON	$41.25
AUG 06	AUG 07	PREFERRED BUILDING PRODUCCHATHAM ON	$246.11
AUG 07	AUG 08	RONA ONT CHATHAM #33570 CHATHAM ON	$173.97
AUG 07	AUG 08	PREFERRED BUILDING PRODUCCHATHAM ON	$102.24
AUG 08	AUG 09	PREFERRED BUILDING PRODUCCHATHAM ON	$47.80
AUG 08	AUG 09	B & D HOME HWRE #1182-3 CHATHAM ON	$47.19
AUG 09	AUG 12	PREFERRED BUILDING PRODUCCHATHAM ON	$560.01
AUG 10	AUG 12	RONA ONT CHATHAM #33570 CHATHAM ON	$58.08
AUG 12	AUG 13	DULUX PAINTS #8425 CHATHAM ON	$252.40
		SUBTOTAL OF MONTHLY ACTIVITY	$2,190.22

NEW BALANCE **$2,219.22**

$1963.91

IMPORTANT INFORMATION

CONTACT US

Customer Service / Lost & Stolen	1-800-769-2512
Collect Outside North America	(416) 974-7780

PAYMENTS & INTEREST RATES

Minimum payment	
Payment due date	SEP 10, 2019
Credit limit	
Available credit	
Annual interest rates:	
Purchases	19.99%
Cash advances	22.99%

CALCULATING YOUR BALANCE

Previous Statement Balance	
Payments & credits	
Purchases & debits	
Cash advances	
Interest	
Fees	
NEW BALANCE	**$2,219.22**

001 0018 4516050007084423 000000000000 0003900 000221922

RBC ROYAL BANK
CREDIT CARD PAYMENT CENTRE
P.O.BOX 4016, STATION "A"
TORONTO, ONTARIO M5W 2E6

NEW BALANCE	MINIMUM PAYMENT	PAYMENT DUE DATE	AMOUNT PAID
$2,219.22	$39.00	SEP 10, 2019	$

RBC0150120_5040617_006-27992 23662

CORNERSTONE BUILDERS LTD
ROBERT NOOYEN
RR 5 195 BELLEVUE DR
CORNERSTONE BUILDERS LTD
BELLEVILLE ON K8N 4Z5

Quick, convenient and secure ways to pay your credit card bill:
- RBC Online Banking at www.rbcroyalbank.com/online
- RBC Mobile app - text "RBC" to 722722 to download

Other payment options include:
- RBC Royal Bank ATM
- Telephone Banking 1-800-769-2511
- By Mail
  - detach form and return with payment (do not send cash)
  - do not staple or damage form
- Visit an RBC Royal Bank branch

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Royal Bank

Link your card and instantly save 4 cents/L on fuel and always earn 20% more Petro-Points‡. Visit rbc.com/linkbusiness to link your card and for terms & conditions.

RBC® Visa‡ Business

CORNERSTONE BUILDEF
CHRISTOPHER SZTUKE
STATEMENT FROM JUL 23 TO AUG 20, 2019

PREVIOUS STATEMENT BALANCE **$2,945.68**

4516 05** **** 4477

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT ($)
AUG 01	AUG 01		
AUG 08	AUG 08		

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT ($)
JUL 22	JUL 23		
JUL 25	JUL 26	BURKE EQUIPMENT RENTAL CHATHAM ON	$542.40
JUL 26	JUL 29		
JUL 26	JUL 29		
JUL 26	JUL 29	BURKE EQUIPMENT RENTAL CHATHAM ON	$237.30
JUL 26	JUL 29	BURKE EQUIPMENT RENTAL CHATHAM ON	$16.95
JUL 29	JUL 30		
AUG 02	AUG 05		
AUG 06	AUG 07		
AUG 06	AUG 07		
AUG 07	AUG 08		
AUG 12	AUG 13		
AUG 13	AUG 15		
AUG 14	AUG 15		
AUG 15	AUG 16		
AUG 15	AUG 16		
AUG 15	AUG 16		
AUG 16	AUG 19	BURKE EQUIPMENT RENTAL CHATHAM ON	$344.65
AUG 16	AUG 19	BURKE EQUIPMENT RENTAL CHATHAM ON	$45.20
AUG 18	AUG 19		

IMPORTANT INFORMATION

CONTACT US

Customer Service / Lost & Stolen	1-800-769-2512
Collect Outside North America	(416) 974-7780

PAYMENTS & INTEREST RATES

Minimum payment	
Payment due date	SEP 10, 2019
Credit limit	
Available credit	
Annual interest rates:	
Purchases	19.99%
Cash advances	22.99%

CALCULATING YOUR BALANCE

Previous Statement Balance	
Payments & credits	
Purchases & debits	
Cash advances	
Interest	
Fees	
NEW BALANCE	

$1050.00

RBC ROYAL BANK
CREDIT CARD PAYMENT CENTRE
P.O.BOX 4016, STATION "A"
TORONTO, ONTARIO M5W 2E6

NEW BALANCE	MINIMUM PAYMENT	PAYMENT DUE DATE	AMOUNT PAID
$2,389.17	$22.00	SEP 10, 2019	$

RBC® Visa‡ Busine
4516 05 ****

RBC0150120_5040617_006-27797 23560

CORNERSTONE BUILDERS LTD
CHRISTOPHER SZTUKE
195 BELLEVUE DR RR5
CORNERSTONE BUILDERS LTD
BELLEVILLE ON K8N 4Z5

Quick, convenient and secure ways to pay your credit card bill:
- RBC Online Banking at www.rbcroyalbank.com/online
- RBC Mobile app - text "RBC" to 722722 to download

Other payment options include:
- RBC Royal Bank ATM
- Telephone Banking 1-800-769-2511
- By Mail
  - detach form and return with payment (do not send cash)
  - do not staple or damage form
- Visit an RBC Royal Bank branch

⑆00032 003⑆ 000 00 1 8 96

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ENGINEERING SHEET

PROJECT: **Curative Cannabis** **Attn: B. McNamee**

C8004

EMPLOYEE NAME	EMPLOYEE TRADE	DATE	DESCRIPTION	HRS	RATE	AMOUNT
D. Schwartz	Sr. Designer		August 2019	10	95.00	950.00
P. Yee	Prof. Engineer		August 2019	3	150.00	450.00
W. Hill	Interm. Designer		August 2019	14	95.00	1,330.00
						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
			TOTAL			**$2,730.00**

Authorized By: _____

CORNERSTONE BUILDERS LTD.

TAB Z

This is Exhibit Z

Referred to in the

Affidavit of Michael Lickver

Sworn October 2, 2019



A Commissioner for taking affidavits

Shaan Tolani, a Commissioner, etc.,
Province of Ontario, while a Student-at-Law.
Expires May 11, 2021.

Maturity Date **10/2/2019**

Invoice Date	Invoice #	Vendor	Amount Auxly Paid	Advance Date	Principal Advanced	Description	Grid Note Interest Rate	Interest Payable upon Maturity	Total Due upon Maturity
			794,305.94	5/14/2018	$ 794,305.94	Land Option Exercise	1%	$ 11,033.24	**$ 805,339.18**
10/11/2018	18-14331	Cornerstone	393,295.29	10/11/2018	$ 393,295.29	Construction Invoice	1%	$ 3,846.75	**$ 397,142.04**
10/1/2018	18-14368	Cornerstone	867,208.41	11/12/2018	$ 867,208.41	Construction Invoice	1%	$ 7,721.72	**$ 874,930.13**
11/1/2018	24405	Modern Niagara	63.46	12/13/2018	$ 63.46	Construction Invoice	1%	$ 0.51	**$ 63.97**
11/1/2018	24406	Modern Niagara	68,511.90	12/13/2018	$ 68,511.90	Construction Invoice	1%	$ 551.85	**$ 69,063.75**
11/1/2018	24408	Modern Niagara	22,837.30	12/13/2018	$ 22,837.30	Construction Invoice	1%	$ 183.95	**$ 23,021.25**
11/13/2018	18-14413	Cornerstone	498,577.99	12/20/2018	$ 498,577.99	Construction Invoice	1%	$ 3,920.33	**$ 502,498.32**
12/21/2018	18-14435	Cornerstone	291,400.34	1/17/2019	$ 291,400.34	Construction Invoice	1%	$ 2,067.74	**$ 293,468.08**
1/18/2018	18-14450	Cornerstone	380,606.96	2/4/2019	$ 380,606.96	Construction Invoice	1%	$ 2,513.05	**$ 383,120.01**
2/1/2018	19-14466	Cornerstone	1,070,401.40	3/20/2019	$ 1,070,401.40	Construction Invoice	1%	$ 5,777.23	**$ 1,076,178.63**
3/22/2019	19-14502	Cornerstone	1,707,287.57	4/10/2019	$ 1,707,287.57	Construction Invoice	1%	$ 8,232.40	**$ 1,715,519.97**
3/29/2019	19-14527	Cornerstone	1,475,952.02	5/2/2019	$ 1,475,952.02	Construction Invoice	10%	$ 62,273.04	**$ 1,538,225.06**
4/29/2019	19-14533	Cornerstone	133,024.44	5/3/2019	$ 133,024.44	Construction Invoice	10%	$ 5,576.09	**$ 138,600.53**
4/3/2019	KE-2018-1	Hydro One	2,030,918.59	5/21/2019	$ 2,030,918.59	Distribution Line Expansion	10%	$ 75,116.17	**$ 2,106,034.76**
4/3/2019	KE-2018-1	Hydro One	486,355.71	5/21/2019	$ 486,355.71	Line Expansion Deposit	10%	$ 17,988.50	**$ 504,344.21**
5/23/2019	N/A	FOHSE	250,000.00	5/24/2019	$ 250,000.00	Flower Lighting System	10%	$ 9,041.10	**$ 259,041.10**
5/1/2019	19-14553	Cornerstone	837,031.10	5/29/2019	$ 837,031.10	Construction Invoice	10%	$ 29,124.10	**$ 866,155.20**
3/8/2019	1889	3 Sixty	4,830.75	6/12/2019	$ 4,830.75	Security System	10%	$ 149.55	**$ 4,980.30**
6/5/2019	2046	3 Sixty	4,322.25	6/18/2019	$ 4,322.25	Security System	10%	$ 126.71	**$ 4,448.96**
5/31/2019	19-14578	Cornerstone	1,711,053.36	7/2/2019	$ 1,711,053.36	Construction Invoice	10%	$ 43,596.70	**$ 1,754,650.06**
7/15/2019	N/A	Curative	50,913.00	7/19/2019	$ 50,913.00	Equipment Purchase	10%	$ 1,060.11	**$ 51,973.11**
6/25/2019	N/A	Curative	15,000.00	7/30/2019	$ 15,000.00	Equipment Purchase	10%	$ 267.12	**$ 15,267.12**
6/28/2019	19-14598	Cornerstone	1,427,994.15	8/13/2019	$ 1,427,994.15	Construction Invoice	10%	$ 19,952.79	**$ 1,447,946.94**
7/31/2019	19-14617	Cornerstone	1,359,941.06	9/3/2019	$ 1,359,941.06	Construction Invoice	10%	$ 11,177.60	**$ 1,371,118.66**
8/30/2019	19-14630	Cornerstone	1,190,605.72	9/26/2019	$ 1,190,605.72	Construction Invoice	10%	$ 2,283.35	**$ 1,192,889.07**
				Total	**$ 17,072,438.71**			**$ 323,581.70**	**$ 17,396,020.41**

AUXLY CANNABIS GROUP INC.
Applicant

-and-

2368523 ONTARIO INC. D/B/A CURATIVE CANNABIS
Respondent

Court File No. CV-19-627308-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO

AFFIDAVIT OF MICHAEL LICKVER
(Sworn October 2, 2019)

BENNETT JONES LLP
One First Canadian Place
Suite 3400, P.O. Box 130
Toronto, Ontario
M5X 1A4

Gavin H. Finlayson (LSO #44126D)
Tel.: (416) 777-5762
Fax: (416) 863-1716

Alexander C. Payne (LSO #70712L)
Tel.: (416) 777-5512
Fax: (416) 863-1716

Lawyers for the Applicant,
Auxly Cannabis Group Inc.

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MOTION RECORD

(MOTION FOR ORDER THAT THE OBJECTIONS TO THE APPLICANT'S PROPOSAL ARE INEFFECTIVE UNDER SECTION 65(5) OF THE *PERSONAL PROPERTY SECURITY ACT*)

BENNETT JONES LLP
One First Canadian Place
Suite 3400, P.O. Box 130
Toronto, Ontario
M5X 1A4

Gavin Finlayson (#44126D)
Email: finlaysong@bennettjones.com

Alexander Payne (#70712L)
Email: paynea@bennettjones.com

Telephone: (416) 863-1200
Facsimile: (416) 863-1716

Lawyers for Auxly Cannabis Group Inc.