

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

B E T W E E N:

**CROWN CAPITAL PRIVATE CREDIT FUND, LP, by its general partner,
CROWN CAPITAL PRIVATE CREDIT MANAGEMENT INC.**

Applicant

- and -

MILL STREET & CO. INC.

Respondent

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

APPLICATION RECORD
(Returnable April 22, 2020)

April 8, 2020

AIRD & BERLIS LLP

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Toronto, Ontario M5J 2T9

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Lawyers for the Applicant

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TAB 1

Notice of Application



Court File No. CV-20-00639312-00CL

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

BETWEEN:

**CROWN CAPITAL PRIVATE CREDIT FUND, LP, by its general partner,
CROWN CAPITAL PRIVATE CREDIT MANAGEMENT INC.**

Applicant

- and -

MILL STREET & CO. INC.

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**APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND
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COURTS OF JUSTICE ACT, R.S.O. 1990, c. C.43, AS AMENDED**

NOTICE OF APPLICATION

TO THE RESPONDENT

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

THIS APPLICATION will come on for a hearing before a judge presiding over the Court at 330 University Avenue, Toronto, Ontario on Wednesday, April 22, 2020 at 10:00 a.m. via telephone at 416-849-9126 and passcode 8517462#, or as soon after that time as the matter can be heard on the application of the Applicant.

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

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES

ON THE APPLICATION, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but at least two days before the hearing.

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

Date: April 8, 2020

Issued by


Local registrar

Jerome Gidharry

Address of
court office: 330 University Avenue
Toronto, Ontario
M5G 1R7

TO: ALL THE PARTIES ON THE ATTACHED SERVICE LIST

APPLICATION

THE APPLICANT, CROWN CAPITAL PRIVATE CREDIT FUND, LP, by its general partner CROWN CAPITAL PRIVATE CREDIT MANAGEMENT INC. (COLLECTIVELY, “CROWN CAPITAL”), MAKES APPLICATION FOR AN ORDER, amongst other things:

- a) abridging the time for service and filing of this notice of application and the application record and dispensing with and/or validating service of same;
- b) appointing A. Farber & Partners Inc. (“**Farber**”) as receiver (in such capacity, the “**Receiver**”), without security, of all the assets, undertakings and properties of Mill Street & Co. Inc. (the “**Debtor**”) acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof, save and except for the Specified Shares (as defined below) that appear to have been pledged in favour of TD Bank (as defined below); and
- c) such further and other relief as counsel may advise and this Court may permit.

THE GROUNDS FOR THE APPLICATION ARE:

- a) the Debtor is a privately-owned Ontario corporation that serves as a holding company for several other companies and business ventures;
- b) the Debtor is directly indebted to Crown Capital in connection with a \$10,000,000 loan made available by Crown Capital to the Debtor (the “**Loan**”) pursuant to and under the terms of a credit agreement dated and accepted May 16, 2018 (the “**Credit Agreement**”);
- c) as security for its obligations to Crown Capital, including, without limitation, its obligations under the Credit Agreement, the Debtor provided security in favour of Crown Capital, including, without limitation, the security that is described in the Affidavit of Timothy Oldfield sworn April 7, 2020 (the “**Oldfield Affidavit**”);
- d) amongst other things, Crown Capital holds a blanket registration against the Debtor under the *Personal Property Security Act* (Ontario) (the “**PPSA**”), which

registration was made prior to all other PPSA registrations against the Debtor, save and except for three PPSA registrations in favour of The Toronto-Dominion Bank (“**TD Bank**”) that are limited to pledges in shares in the capital stock of All Source Security Container Holding Corporation, All Source Security Container Mfg. Corp. and 2548343 Ontario Inc. (collectively, the “**Specified Shares**”);

- e) several defaults have occurred under the Credit Agreement, triggering a gradual loss in confidence in the Debtor and its management team, as set out in detail in the Oldfield Affidavit;
- f) Crown Capital issued a formal notice of default to the debtor on January 17, 2020, but, as set out in the Oldfield Affidavit, the defaults have continued and the loss of confidence in the Debtor and its management have increased;
- g) in accordance with its rights under the Credit Agreement, Crown Capital made formal written demand on the Debtor for payment of its indebtedness to Crown Capital by letter dated March 25, 2020, which demand letter was accompanied by a Notice of Intention to Enforce Security pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”);
- h) as at the date of demand, the indebtedness totalled \$10,145,259.21 in principal and interest under the Credit Agreement, plus applicable fees (including, without limitation, any applicable prepayment fees or bonus fees), accruing interest and recovery costs and expenses (collectively, the “**Indebtedness**”);
- i) the ten-day statutory period under section 244 of the BIA has seasoned, but the Debtor has failed to honour the demand or make alternative arrangements acceptable to Crown Capital;
- j) the Debtor is insolvent and unable to fulfill its obligations to Crown Capital and other stakeholders;
- k) a receiver is necessary for the protection of the Debtor’s estate, the interests of Crown Capital and, perhaps, other stakeholders;

- l) in the circumstances, it is just and equitable that a receiver be appointed;
- m) Farber is a licensed insolvency trustee and is familiar with the Debtor's circumstances and the Debtor's arrangements with Crown Capital;
- n) Farber has consented to being appointed as the Receiver;
- o) notwithstanding that Crown Capital's security applies to all the Debtor's assets, undertakings and properties, Crown Capital proposes at this time that the Receiver not yet be appointed over the Specified Shares;
- p) the other grounds set out in the Oldfield Affidavit;
- q) sections 243 and 244 of the BIA;
- r) section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;
- s) rules 1.04, 2.03, 3.02 and 38 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended; and
- t) such further grounds as are required and this Court may permit.

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

- a) the Oldfield Affidavit;
- b) the consent of Farber to act as the Receiver; and
- c) such other material as is required and this Court may permit.

April 8, 2020



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Lawyers for Crown Capital

**CROWN CAPITAL PRIVATE CREDIT FUND, LP, by
its general partner, CROWN CAPITAL PRIVATE
CREDIT MANAGEMENT INC.**

Applicant

- and -

MILL STREET & CO. INC.

Respondent

Court File No. **CV-20-0063932-**
00CL

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

Proceedings commenced at Toronto

NOTICE OF APPLICATION

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Lawyers for Crown Capital

TAB 2

Draft Receivership Order

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE)	WEDNESDAY, THE 22ND
)	
JUSTICE)	DAY OF APRIL, 2020

**CROWN CAPITAL PRIVATE CREDIT FUND, LP, by its general partner,
CROWN CAPITAL PRIVATE CREDIT MANAGEMENT INC.**

Applicant

- and -

MILL STREET & CO. INC.

Respondent

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

ORDER
(appointing Receiver)

THIS APPLICATION, made by Crown Capital Private Credit Fund, LP, by its general partner, Crown Capital Private Credit Management Inc. (collectively, "**Crown Capital**") for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") appointing A. Farber & Partners Inc. ("**Farber**") as receiver (in such capacity, the "**Receiver**") without security, of all the assets, undertakings and properties of Mill Street & Co. Inc. (the "**Debtor**") acquired for, or used in relation to a business carried on by the

Debtor, save and except for any shares, if any, that may have been pledged by the Debtor in favour of The Toronto-Dominion Bank in respect of the capital stock of All Source Security Container Holding Corporation, All Source Security Container Mfg. Corp. and 2548343 Ontario Inc. (collectively, the “**Specified Shares**”), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Timothy Oldfield sworn April 7, 2020 and the exhibits thereto, and on hearing the submissions of counsel for Crown Capital and such other counsel as were present, no one appearing for any other stakeholder although duly served as appears from the affidavit of service of <*> sworn April <*>, 2020, 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 record is hereby abridged and validated so that this application is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, Farber is hereby appointed Receiver, without security, of all 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 and excluding only the Specified Shares (collectively, the “**Property**”). For greater certainty, the Property consists of all the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, save and except for the Specified Shares.

RECEIVER’S POWERS

3. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;

- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:
 - (i) without the approval of this Court in respect of any transaction not exceeding \$50,000.00, provided that the aggregate consideration for all such transactions does not exceed \$200,000.00; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act* or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required;
- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the

Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. **THIS COURT ORDERS** that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant

immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor (including, without limitation and for greater certainty, the Debtor's subsidiaries), and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days' notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

8. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

9. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

10. **THIS COURT ORDERS** that all rights and remedies against the Debtor, the Receiver or affecting the Property are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

11. **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

12. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

13. **THIS COURT ORDERS** that all funds, monies, cheques, instruments and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including, without limitation, the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

14. **THIS COURT ORDERS** that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA AND CASL

15. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

16. **THIS COURT ORDERS** that any and all interested stakeholders in this proceeding and their counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in this proceeding, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to such other interested stakeholders in this proceeding and their counsel and advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements

within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

LIMITATION ON ENVIRONMENTAL LIABILITIES

17. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act* or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

18. **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

19. **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.

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

21. **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

22. **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 \$125,000 (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.

23. **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.

24. **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.

25. **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

26. **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/eservice-commercial/>) shall be valid and effective service. Subject to Rule 17.05 of the *Rules of Civil Procedure* (the "**Rules**") this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules. Subject to Rule 3.01(d) of the Rules 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/mill-street-co/inc/>.

27. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business

day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

28. **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.

29. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor or as a receiver of the Specified Shares.

30. **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.

31. **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.

32. **THIS COURT ORDERS** that Crown Capital shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of Crown Capital's security or, if not so provided by Crown Capital's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

33. **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 Inc., the receiver (the "**Receiver**") of all the assets, undertakings and properties of Mill Street & Co. Inc. (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, save and except for any shares, if any, that may have been pledged by the Debtor in favour of The Toronto-Dominion Bank in respect of the capital stock of All Source Security Container Holding Corporation, All Source Security Container Mfg. Corp. and 2548343 Ontario Inc. (collectively, the "**Specified Shares**"), including all proceeds thereof (collectively, and excluding only the Specified Shares, the "**Property**"), appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the 22nd day of April, 2020 (the "**Order**") made in an application having Court file number CV-20-00639312-00CL, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$_____, being part of the total principal sum of \$125,000 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:

**CROWN CAPITAL PRIVATE CREDIT FUND, LP, by
its general partner, CROWN CAPITAL PRIVATE
CREDIT MANAGEMENT INC.**
Applicant

- and -

MILL STREET & CO. INC.

Respondent

Court File No. CV-20-00639312-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

ORDER
(appointing Receiver)

AIRD & BERLIS LLP
Barristers and Solicitors
Brookfield Place
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Toronto, ON M5J 2T9

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Lawyers for the Applicant

TAB 3

Draft Receivership Order blacklined to Model Receivership Order

Court File No. ~~_____~~ CV-20-00639312-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE _____) ~~WEEKDAY~~ WEDNESDAY, THE # 22ND
JUSTICE _____)
DAY OF ~~MONTH~~ APRIL, ~~20YR~~ 2020

~~PLAINTIFF~~¹

~~Plaintiff~~

CROWN CAPITAL PRIVATE CREDIT FUND, LP, by its general partner,
CROWN CAPITAL PRIVATE CREDIT MANAGEMENT INC.

Applicant

- and -

~~DEFENDANT~~

~~Defendant~~

MILL STREET & CO. INC.

Respondent

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

¹~~The Model Order Subcommittee notes that a receivership proceeding may be commenced by action or by application.
This model order is drafted on the basis that the receivership proceeding is commenced by way of an action.~~

ORDER
(appointing Receiver)

THIS ~~MOTION~~APPLICATION, made by ~~the Plaintiff~~²Crown Capital Private Credit Fund, LP, by its general partner, Crown Capital Private Credit Management Inc. (collectively, "Crown Capital") for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing ~~[RECEIVER'S NAME]~~A. Farber & Partners Inc. ("Farber") as receiver ~~[and manager]~~ (in such ~~capacities~~capacity, the "Receiver") without security, of all ~~of~~ the assets, undertakings and properties of ~~[DEBTOR'S NAME]~~Mill Street & Co. Inc. (the "Debtor") acquired for, or used in relation to a business carried on by the Debtor, save and except for any shares, if any, that may have been pledged by the Debtor in favour of The Toronto-Dominion Bank in respect of the capital stock of All Source Security Container Holding Corporation, All Source Security Container Mfg. Corp. and 2548343 Ontario Inc. (collectively, the "Specified Shares"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of ~~[NAME]~~Timothy Oldfield sworn ~~[DATE]~~April 7, 2020 and the ~~Exhibits~~exhibits thereto, and on hearing the submissions of counsel for ~~[NAMES]~~Crown Capital and such other counsel as were present, no one appearing for ~~[NAME]~~any other stakeholder although duly served as appears from the affidavit of service of ~~[NAME]~~<*> sworn ~~[DATE]~~April <*>, 2020, and on reading the consent of ~~[RECEIVER'S NAME]~~Farber to act as the Receiver,

SERVICE

1. THIS COURT ORDERS that the time for service of the ~~Notice~~notice of ~~Motion~~application and the ~~Motion~~application record is hereby abridged and validated³ so that this ~~motion~~application is properly returnable today and hereby dispenses with further service thereof.

² Section 243(1) of the BIA provides that the Court may appoint a receiver "on application by a secured creditor".

³ If service is effected in a manner other than as authorized by the *Ontario Rules of Civil Procedure*, an order validating irregular service is required pursuant to Rule 16.08 of the *Rules of Civil Procedure* and may be granted in appropriate circumstances.

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, ~~[RECEIVER'S NAME]~~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 ~~(and excluding only the Specified Shares (collectively, the "Property"))~~. For greater certainty, the Property consists of all the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, save and except for the Specified Shares.

RECEIVER'S POWERS

3. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on

whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;

- (e) to purchase or lease such ~~machinery, equipment, inventories,~~ supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings.⁴ The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

⁴~~This model order does not include specific authority permitting the Receiver to either file an assignment in bankruptcy on behalf of the Debtor, or to consent to the making of a bankruptcy order against the Debtor. A bankruptcy may have the effect of altering the priorities among creditors, and therefore the specific authority of the Court should be sought if the Receiver wishes to take one of these steps.~~

(k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business;⁵

(i) without the approval of this Court in respect of any transaction not exceeding \$~~_____~~50,000.00, provided that the aggregate consideration for all such transactions does not exceed \$~~_____~~200,000.00; 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;⁵

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*,⁵ or section 31 of the Ontario *Mortgages Act*, as the case may be,⁵ shall not be required,~~and in each case the Ontario Bulk Sales Act shall not apply.~~⁵

(l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

(m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

(n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

(o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and

⁵~~If the Receiver will be dealing with assets in other provinces, consider adding references to applicable statutes in other provinces. If this is done, those statutes must be reviewed to ensure that the Receiver is exempt from or can be exempted from such notice periods, and further that the Ontario Court has the jurisdiction to grant such an exemption.~~

on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;

- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. **THIS COURT ORDERS** that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor (including, without limitation and for greater certainty, the Debtor's subsidiaries), and any computer programs, computer tapes, computer disks, or other data storage

media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days' notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

8. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

9. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

10. **THIS COURT ORDERS** that all rights and remedies against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

11. **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

12. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including

without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

13. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including, without limitation, the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

14. **THIS COURT ORDERS** that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA AND CASL

15. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

16. **THIS COURT ORDERS** that any and all interested stakeholders in this proceeding and their counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in this proceeding, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to such other interested stakeholders in this proceeding and their counsel and advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

LIMITATION ON ENVIRONMENTAL LIABILITIES

17. ~~16.~~ **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the

disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*,⁵ or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

18. ~~17.~~ **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

19. ~~18.~~ **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.⁶

20. ~~19.~~ **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass ~~its~~their accounts from time to time, and for this purpose the accounts of the Receiver and its legal

⁶ ~~Note that subsection 243(6) of the BIA provides that the Court may not make such an order "unless it is satisfied that the secured creditors who would be materially affected by the order were given reasonable notice and an opportunity to make representations".~~

counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

21. ~~20.~~ **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

22. ~~21.~~ **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$~~_____~~125,000 (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.

23. ~~22.~~ **THIS COURT ORDERS** that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

24. ~~23.~~ **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

25. ~~24.~~ **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SERVICE AND NOTICE

26. ~~25.~~ **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the ~~"Protocol"~~) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol> <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/eservice-commercial/>) shall be valid and effective service. Subject to Rule 17.05 of the Rules of Civil Procedure (the "Rules") 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/mill-street-co/inc/>.

27. ~~26.~~ **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

28. ~~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.

29. ~~28.~~ **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor or as a receiver of the Specified Shares.

30. ~~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.

31. ~~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.

32. ~~31.~~ **THIS COURT ORDERS** that ~~the Plaintiff~~ Crown Capital shall have its costs of this ~~motion~~ application, up to and including entry and service of this Order, provided for by the terms of ~~the Plaintiff~~ Crown Capital's security or, if not so provided by ~~the Plaintiff~~ Crown Capital's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

33. ~~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 ~~[RECEIVER'S NAME]~~ A. Farber & Partners Inc., the receiver (the "Receiver") of all the assets, undertakings and properties ~~[DEBTOR'S NAME]~~ of Mill Street & Co. Inc. (the "Debtor") acquired for, or used in relation to a business carried on by the Debtor, save and except for any shares, if any, that may have been pledged by the Debtor in favour of The Toronto-Dominion Bank in respect of the capital stock of All Source Security Container Holding Corporation, All Source Security Container Mfg. Corp. and 2548343 Ontario Inc. (collectively, the "Specified Shares"), including all proceeds thereof (collectively, and excluding only the Specified Shares, the "Property"), appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the 22nd day of April, 2020 (the "Order") made in an action application having Court file number CV-20-00639312-00CL, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ _____, being part of the total principal sum of \$ 125,000 which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.
7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ____ day of _____, 20__.

~~[RECEIVER'S NAME]~~ A. FARBER & PARTNERS INC., solely in its capacity as Receiver of the Property, and not in its personal capacity

Per: _____
Name:
Title:

CROWN CAPITAL PRIVATE CREDIT FUND, LP, by **- and -** **MILL STREET & CO. INC.**
its general partner, CROWN CAPITAL PRIVATE
CREDIT MANAGEMENT INC.

ApplicantRespondent

Court File No. CV-20-00639312-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

ORDER
(appointing Receiver)

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Lawyers for the Applicant

|

- 2 -

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39444289.1

Document comparison by Workshare 10.0 on April 8, 2020 3:00:57 PM

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Description	#39443017v3<CM> - Draft Receivership Order
Rendering set	Standard

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Moved from	
<u>Moved to</u>	
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Format change	
Moved deletion	
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Deleted cell	
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Padding cell	

Statistics:

	Count
Insertions	126
Deletions	116
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	242

TAB 4

Affidavit of Timothy Oldfield sworn April 7, 2020

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

B E T W E E N:

**CROWN CAPITAL PRIVATE CREDIT FUND, LP, by its general partner,
CROWN CAPITAL PRIVATE CREDIT MANAGEMENT INC.**

Applicant

- and -

MILL STREET & CO. INC.

Respondent

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

**AFFIDAVIT OF TIMOTHY OLDFIELD
(sworn April 7, 2020)**

I, **TIMOTHY OLDFIELD**, of the City of Burlington, in the Province of Ontario,
MAKE OATH AND SAY AS FOLLOWS:

1. I am the Chief Investment Officer of Crown Capital Partners Inc. (“**CCP**”). CCP is the ultimate parent of Crown Capital Private Credit Fund LP (the “**Fund**”), the general partner of which is Crown Capital Private Credit Management Inc. (together with the Fund, “**Crown Capital**”). Crown Capital is a secured creditor of Mill Street & Co. Inc. (the “**Debtor**”), the respondent herein, and I am one of the persons responsible for management of the Debtor’s account with Crown Capital. 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.

PURPOSE

2. I am swearing this Affidavit in support of an application by Crown Capital for an Order, in substance, appointing A. Farber & Partners Inc. ("**Farber**") as receiver of the assets, undertakings and properties of the Debtor, save and except for the Specified Shares (as defined below) that appear to have been pledged in favour of TD Bank (as defined below).

DESCRIPTION OF THE DEBTOR, ITS BUSINESS AND ITS BORROWING ARRANGEMENTS WITH CROWN CAPITAL

3. The Debtor is a privately-owned Ontario corporation, incorporated on April 19, 2013. The Debtor's corporate profile report indicates that the Debtor's registered and mailing addresses are on Yonge Street in Thornhill, Ontario, and that Noah Murad ("**Mr. Murad**") is the Debtor's sole director and officer. The Debtor's corporate profile report is attached as **Exhibit "A"** to this Affidavit.

4. The Debtor is directly indebted to Crown Capital in connection with a \$10,000,000 loan made available by Crown Capital to the Debtor (the "**Loan**") pursuant to and under the terms of a credit agreement dated and accepted May 16, 2018 (the "**Credit Agreement**"). A copy of the Credit Agreement is attached as **Exhibit "B"** to this Affidavit.

5. According to the organizational table and chart provided by the Debtor and appended as part of Schedules 1.1(eeee) and 7.1(h) to the Credit Agreement, the Debtor serves as a holding company for several other companies and business ventures (collectively, the "**Portfolio Companies**"). At the time Crown Capital advanced the Loan to the Debtor in May 2018, the

Portfolio Companies were divided into the following seven groups (the “**Portfolio Groups**”), as detailed in Schedules 1.1(eeee) and 7.1(h) to the Credit Agreement:

- (a) the “Defendus” Portfolio Group;
- (b) the “HVAC” Portfolio Group;
- (c) the “Great Northern” Portfolio Group;
- (d) the “Saleevent” Portfolio Group;
- (e) the “All Source” Portfolio Group;
- (f) the “Fastway” Portfolio Group; and
- (g) the “Financial Services” Portfolio Group.

6. The Debtor’s website does not presently categorize the Portfolio Companies into seven Portfolio Groups, but, rather, describes the Debtor’s “*diverse group of operating subsidiaries [as] grouped within three industry pillars,*” as follows:

- (a) the “Construction, Commercial & Home Services Division,” which the Debtor’s website describes as “*provid[ing] construction and construction services to commercial and residential customers across Ontario;*”
- (b) the “Sales & Distribution Division,” which the Debtor’s website describes as “*operat[ing] business-to-business and retail sales and distribution services across North America servicing the industrial, construction and document destruction markets;*” and

- (c) the “Financial Services Division,” which the Debtor’s website describes as
*“provid[ing] essential risk management services and credit reporting to
 customers across North America.”*

7. As security for the Debtor’s obligations to Crown Capital, including, without limitation, the Debtor’s obligations under the Credit Agreement, the Debtor provided security in favour of Crown Capital (collectively, the “**Security**”), including, without limitation, a general security agreement dated May 16, 2018 (the “**GSA**”), registration in respect of which was duly made pursuant to the *Personal Property Security Act* (Ontario) (the “**PPSA**”). A copy of the GSA is attached as **Exhibit “C”** to this Affidavit.

8. In addition, and as set out in the Credit Agreement, two of the Debtor’s parent companies (being 2394419 Ontario Limited and 997322 Ontario Inc. (the “**Parents**”)) also provided a limited recourse guarantee and indemnity in favour of Crown Capital (the “**Limited Recourse Guarantee**”), a securities pledge agreement in favour of Crown Capital pledging certain securities held by the Parents in the Debtor (the “**Securities Pledge Agreement**”) and certain other related security set out in the Credit Agreement (together with the Limited Recourse Guarantee and the Securities Pledge Agreement, the “**Ancillary Guarantee and Security**”). Crown Capital is not seeking to enforce the Ancillary Guarantee and Security at this time, but may seek to do so in the future. Copies of the Limited Recourse Guarantee and the Securities Pledge Agreement are attached collectively as **Exhibit “D”** to this Affidavit.

THE DEBTOR’S OTHER SECURED CREDITORS

9. A copy of the Debtor’s PPSA search results with currency to March 30, 2020 is attached as **Exhibit “E”** to this Affidavit. These PPSA search results reflect a blanket general registration

made by Crown Capital against the Debtor. In addition to Crown Capital's registration, each of The Toronto-Dominion Bank ("**TD Bank**"), Royal Bank of Canada ("**RBC**") and Fiera Private Debt Fund VI LP, by its sole general partner, Fiera Private Debt Fund GP Inc., by its manager Fiera Private Debt Inc. (collectively, "**Fiera**") has also made one or more registrations under the PPSA against the Debtor. The registrations in favour of TD Bank are registered prior to Crown Capital's registration but are limited to pledges in shares in the capital stock of All Source Security Container Holding Corporation, All Source Security Container Mfg. Corp. and 2548343 Ontario Inc. (collectively, the "**Specified Shares**"), being three of the entities in the "All Source" Portfolio Group. The registrations in favour of RBC and Fiera are registered subsequent to Crown Capital's registration, limited to the collateral classifications of "accounts" and "other" and, in the case of Fiera, limited to certain security in respect of 2534898 Ontario Inc., one of the parent companies of the "Great Northern" Portfolio Group according to the organization chart appended to the Credit Agreement. Crown Capital is not seeking the appointment of the Receiver at this time over the Specified Shares, and I further understand from Crown Capital's legal counsel, Aird & Berlis LLP, that each of TD Bank, RBC and Fiera will be served with Crown Capital's application record.

DEFAULT AND DEMAND

10. The Debtor has a long history of defaulting under the Credit Agreement, dating back to almost the outset of Crown Capital's relationship with the Debtor, which defaults, as set out in the below paragraphs, have been increasing in severity over time. In parallel, Crown Capital's concern in respect of these defaults has also been growing as time has elapsed, to the point where Crown Capital has now lost faith in Mr. Murad and his Debtor team.

11. The Defendant's initial defaults under the Credit Agreement include, without limitation:

- (a) on or about August 28, 2018, the Debtor delivered its first quarter financial statements for its 2019 fiscal year to Crown Capital, being approximately 90 days' past due per the deadline set out in section 8.1 of the Credit Agreement;
- (b) on or about September 17, 2018, the Debtor delivered its second quarter financial statements for its 2019 fiscal year to Crown Capital, being approximately 18 days' past due per the deadline set out in section 8.1 of the Credit Agreement;
- (c) in December 2018, the Debtor breached its obligations under section 9.2(a) of the Credit Agreement by selling Sauve Lumber and Storage Inc., one of the entities in the "Fastway" Portfolio Group, without Crown Capital's prior written consent;
- (d) on or about April 2, 2019, the Debtor delivered its fixed charge covenant calculation of 1.27 for its 2019 fiscal year, which was based on the Debtor's internal financial statements. However, a revised fixed charge covenant calculation was never submitted by the Debtor to Crown Capital to reflect the numbers in the Debtor's audited financial statements for the Debtor's 2019 fiscal year, notwithstanding this matter being brought to the Debtor's attention by Crown Capital. The calculations performed by Crown Capital and submitted to the Debtor for comment show that, based on the Debtor's audited financial statements for 2019, the Debtor is in breach of its required fixed charge coverage ratio per section 9.1(t)(i) of the Credit Agreement, and the Debtor has failed to provide any response or justification regarding this default to Crown Capital;

- (e) on or about April 3, 2019, the Debtor delivered its fourth quarter financial statements for its 2019 fiscal year to Crown Capital, being approximately 31 days' past due per the deadline set out in section 8.1 of the Credit Agreement;
- (f) on or about June 17, 2019, the Debtor delivered its first quarter financial statements for its 2020 fiscal year to Crown Capital, being approximately 18 days' past due per the deadline set out in section 8.1 of the Credit Agreement;
- (g) on or about July 18, 2019, the Debtor delivered its draft audited financial statements for its 2019 fiscal year to Crown Capital, being approximately 78 days' past due per the deadline set out in section 8.1 of the Credit Agreement. Once delivered, these materials reflected significant discrepancies from the internal financial statements previously provided, thereby constituting one or more further breaches under the Credit Agreement. By way of one notable example, whereas the internal financial statements reflected cash of approximately \$3.8 million, the audited financial statements reflected cash of zero;
- (h) on or about August 9, 2019, the Debtor delivered its audited financial statements for its 2019 fiscal year to Crown Capital, being approximately 100 days' past due per the deadline set out in section 8.1 of the Credit Agreement. Once delivered, these materials were not accompanied by the EBITDA Report (as defined in section 8.1 of the Credit Agreement), including the comfort letter from the auditor that is required by section 8.1 of the Credit Agreement, which EBITDA Report still remains outstanding as of the date of this Affidavit, despite requests from

Crown Capital. As set out in section 8.1 of the Credit Agreement, the purpose of the auditor's comfort letter is to confirm that the calculations have been made in accordance with the Credit Agreement and properly reflect the financial information of the Debtor and the Portfolio Companies;

- (i) on or about August 22, 2019, the Debtor made its interest payment for the month of July 2019 to Crown Capital after multiple follow-up requests by Crown Capital, being 22 days' past due per the August 1, 2019 deadline set out in section 4.2 of the Credit Agreement, and in further breach of the ability to cure such default within three business days, as set out in section 11.1(b) of the Credit Agreement;
- (j) on or about November 1, 2019, the Debtor delivered its second quarter financial statements for its 2020 fiscal year to Crown Capital, being approximately 62 days' past due per the deadline in the Credit Agreement;
- (k) in December 2019, the Debtor breached its obligations under section 9.2(d) of the Credit Agreement by proceeding with a \$9.5 million debt financing with respect to GNI Management Group Inc., the operating company in the "Great Northern" Portfolio Group, without Crown Capital's prior written consent; and
- (l) on or about January 7, 2020, the Debtor made its interest payment for the month of November 2019 to Crown Capital after multiple follow-up requests by Crown Capital, being approximately 38 days' past due per the December 1, 2019 deadline set out in section 4.2 of the Credit Agreement, and in further breach of

the ability to cure such default within three business days, as set out in section 11.1(b) of the Credit Agreement.

12. During the time period referenced above, and as a result of the defaults referenced above, Crown Capital's trust and confidence in – and patience with – the Debtor and Mr. Murad was eroding. By the end of the above time period, being mid-January 2020, this concern got to the point whereby Crown Capital sent a formal notice of default letter to the Debtor. A copy of this letter, dated January 17, 2020 and addressed to Mr. Murad in his capacity as President, is attached as **Exhibit "F"** to this Affidavit.

13. Mr. Murad responded, first by email on January 17, 2020, and then by letter on January 20, 2020. Copies of these communications are attached collectively as **Exhibit "G"** to this Affidavit.

14. The substance of both Mr. Murad's communications was to deny the clear defaults by the Debtor under the Credit Agreement, to purport to blame Crown Capital for the Debtor's difficulties and to threaten Crown Capital with legal action. For example, notwithstanding the clear reporting obligations and deadlines set out in the Credit Agreement that the Debtor had continuously breached, and notwithstanding the absence of any amendment to the Credit Agreement to modify the relationship between the parties, Mr. Murad's email stated that "[t]o claim that we have not given you timely reporting or disclosures is not correct," that "we have been mislead [sic] in our previous meetings where we have made operational decisions based on verbal commitments that we would receive additions to our loans" and that if Crown Capital is "going to take the position of a short term lender, I will immediately send this letter to my lawyers and we can have them discuss the legalities of your position."

15. Mr. Murad's letter reflected the same themes, alleging, amongst other things, that the defaults were "*a disingenuous version of events,*" that "*[a]t all material times, interest payments have been paid in a timely manner, all events both material and immaterial have been disclosed to Crown's officers and substantial time and costs have been incurred by us in providing continuous disclosure to ensure that all covenants and obligations have been maintained*" and that it was Crown Capital that somehow "*made continuous material and negligent misrepresentations to Mill Street to which Mill Street has relied upon to its detriment.*"

16. Notwithstanding the allegations in Mr. Murad's email and letter, which are completely incorrect and inconsistent with the Debtor's obligations to Crown Capital under the Credit Agreement, Mr. Murad's letter also advised that the Debtor "*has, to date, mitigated its damages,*" and that if Crown Capital "*is unable or unwilling to accommodate the growth of our company, then we will move on an immediate buyout of your position and advocate for a more reasonable prepayment penalty than that in the Credit Agreement to ensure a smooth transition.*"

17. In the three months since Mr. Murad sent his email and letter, there has been no buyout of Crown Capital's position by the Debtor or anyone on the Debtor's behalf, and the Debtor has also not accepted a proposed written amendment to the Credit Agreement by Crown Capital to, in substance, reduce the prepayment penalty in the Credit Agreement. The Debtor also refused to accept an offer to forbear from Crown Capital.

18. In addition, the defaults by the Debtor under the Credit Agreement have continued. For example, and without being exhaustive:

- (a) on or about January 22, 2020, the Debtor made its interest payment for the month of December 2019 to Crown Capital after multiple follow-up requests by Crown

Capital, being approximately 22 days' past due per the January 1, 2020 deadline set out in section 4.2 of the Credit Agreement, and in further breach of the ability to cure such default within three business days, as set out in section 11.1(b) of the Credit Agreement;

- (b) in January 2020, the Debtor breached its obligations under sections 9.2(j) and 9.3(a)(ii) of the Credit Agreement by acquiring the remaining 25% ownership position in GNI Management Group Inc., the operating company in the "Great Northern" Portfolio Group, for an amount above the Permitted Portfolio Acquisition (as defined in the Credit Agreement) without Crown Capital's prior written consent;
- (c) for the fiscal year ended January 31, 2020, the Debtor made non-arm's length payments and distributions in excess of \$1,000,000, which:
 - (i) is prohibited by sections 1.1(aaaa) and 9.2(h) of the Credit Agreement if a Pending Event of Default or Event of Default (as both terms are defined in the Credit Agreement) has occurred or is occurring (as was and remains the case); and
 - (ii) even in the absence of a Pending Event of Default or Event of Default, is still prohibited without payment of a prescribed 5% fee to Crown Capital that is required by section 3.4 of the Credit Agreement, which payment was never made by the Debtor to Crown Capital;

- (d) on or about February 16, 2020, the Debtor submitted its annual business plan to Crown Capital, being approximately 47 days' past due per the January 1, 2020 deadline set out in section 8.1 of the Credit Agreement. Even once submitted, the business plan was incomplete and unsatisfactory to Crown Capital, contrary to section 8.1 of the Credit Agreement. Notwithstanding a follow-up by Crown Capital, the Debtor has still not provided the missing information to Crown Capital;
- (e) on or about March 6, 2020, the Debtor submitted inaccurate covenant calculations to Crown Capital for the period ended January 31, 2020, thereby inaccurately representing the Debtor's financial information. Despite Crown Capital having advised that the methodology was inaccurate and inaccurately represented the Debtor's financial information, the Debtor has still failed as of the date hereof to submit revised and accurate covenant calculations to Crown Capital. The calculations performed by Crown Capital, which were provided to the Debtor, show that the Debtor is in breach of its required fixed charge coverage ratio per section 9.1(t)(i) of the Credit Agreement, and the Debtor has failed to provide any response or justification for this default to Crown Capital;
- (f) at all relevant times, the Debtor has been (and remains) in breach of the requisite EBITDA concentration stipulated in section 9.1(t)(ii) of the Credit Agreement, the result of which is that the Debtor's share of one single Portfolio Group, namely the "Great Northern" Portfolio Group, has consistently exceeded 50% of the Debtor's share of the aggregate EBITDA of all the Portfolio Groups;

- (g) at all relevant times, the Debtor has been (and remains) in breach of the requisite obligation to submit compliance certificates executed by its President, Mr. Murad, as required by sections 8.1(e) and 8.2 of the Credit Agreement; and
- (h) at all relevant times, the Debtor has failed to provide any notice to Crown Capital of a Pending Event of Default or Event of Default, as required by section 9.1(h) of the Credit Agreement, notwithstanding that such events of default have clearly occurred, as detailed above in this Affidavit. This raises concern that there may also be additional defaults not known to Crown Capital as a result of the Debtor's lack of transparency.

19. With Mr. Murad's promise of an "*immediate buyout*" not being fulfilled, negotiations in respect of an amendment to the Credit Agreement not yielding results and the Debtor continuing to default under the Credit Agreement – all of which is taking place against the backdrop of serious and completely unfounded allegations by Mr. Murad against Crown Capital – Crown Capital is at the point where it has completely lost confidence in the Debtor and Mr. Murad.

20. Section 11.2 of the Credit Agreement authorizes Crown Capital to accelerate all the Obligations (as defined in the Credit Agreement) in the event of the Debtor's default. Accordingly, given the absence of any other reasonable alternative in the circumstances, Crown Capital proceeded to make formal written demand on the Debtor for payment of its indebtedness to Crown Capital by letter dated March 25, 2020 (the "**Demand Letter**"). A Notice of Intention to Enforce Security (the "**BIA Notice**") pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**") accompanied the Demand Letter sent to the Debtor.

Copies of the Demand Letter and the BIA Notice are attached collectively as **Exhibit “H”** to this Affidavit.

21. As set out in the Demand Letter, the indebtedness as at March 24, 2020 consisted of \$10,145,259.21 in principal and interest under the Credit Agreement, plus applicable fees (including, without limitation, any applicable prepayment fees or bonus fees), accruing interest and recovery costs and expenses.

22. No payment in response to the Demand Letter has been made as at the time of swearing this Affidavit (save and except for the monthly interest payment normally due on April 1, 2020), and the ten-day statutory period in respect of the BIA Notice has seasoned without the Debtor entering into satisfactory arrangements with Crown Capital or the Debtor obtaining formal protection from its creditors.

23. In response to the Demand Letter and the BIA Notice, Crown Capital received a letter on behalf of the Debtor. Amongst other things, this letter maintained the incomprehensible position that *“our client does not accept that it is in default in any manner as has been alleged in your correspondence.”* A copy of this letter is attached as **Exhibit “I”** to this Affidavit.

24. To ensure that there is no factual question as to the existence and nature of the defaults, Crown Capital’s counsel prepared and issued a lengthy responding letter enumerating a non-exhaustive list of specific factual defaults (as summarized earlier in this Affidavit), and confirming for greater certainty that the ten-day statutory period under the BIA Notice was continuing to run. A copy of this letter is attached as **Exhibit “J”** to this Affidavit.

25. It is noteworthy that many of the Debtor's defaults enumerated above and reflected in Exhibit "J" to this Affidavit are reporting defaults (in addition to several monetary defaults). Crown Capital's concerns in respect of these reporting defaults are exacerbated in the present circumstances, where the Debtor itself is a holding company and Crown Capital's insight into the underlying businesses relies upon the Debtor submitting fulsome and timely reporting as required under the Credit Agreement.

APPOINTMENT OF A RECEIVER

26. At this stage, Crown Capital considers it reasonable and prudent to begin the enforcement of its Security in an effort to recover the indebtedness owed by the Debtor to Crown Capital, and it is within Crown Capital's rights under the Credit Agreement and the Security to do so. Crown Capital sees no acceptable alternative but to seek the appointment of a receiver in the present circumstances, as Crown Capital has completely lost faith and trust in Mr. Murad and the Debtor's management, the defaults continue to escalate, there is a lack of proper and trustworthy insight into the performance of the Debtor's business, the Debtor has refused an offer from Crown Capital to forbear, the Debtor has refused an offer from Crown Capital to amend the Credit Agreement and the Debtor has been unable or unwilling to refinance the Loan.

27. In the circumstances set out above, I believe that it is just and equitable that a receiver be appointed over all the assets, undertakings and properties of the Debtor except for the Specified Shares that appear to have been pledged in favour of TD Bank. A receiver is necessary for the protection of the Debtor's estate, the interests of Crown Capital and, perhaps, other stakeholders. Crown Capital believes that the appointment of a receiver would enhance the prospect of recovery by Crown Capital and protect all stakeholders. Expansion of the Receiver's mandate to

include the Specified Shares may also be sought at a later date (for example, upon TD Bank's request or if circumstances otherwise warrant).

28. Crown Capital proposes that Farber be appointed as the Receiver.

29. Farber is a licensed insolvency trustee and, as result of discussions with Crown Capital, is already familiar with the circumstances of the Debtor and its arrangements with Crown Capital. I also understand from Hylton Levy at Farber, and verily believe, that an entity related to but distinct from Farber – Farber Business Advisory Services Inc. ("**Farber Advisory**") – had a brief mandate with the Debtor in 2019, wherein Farber Advisory facilitated three workshops with the Debtor to build alignment on mission, vision and values. Mr. Levy has advised me, and I verily believe, that Farber Advisory's engagement was for a total of two days over a two-month period in 2019, that the engagement was completed approximately five months ago and that Farber does not have (and will not have) access to Farber Advisory's files in respect of this engagement.

30. Farber has consented to act as receiver should the Court so appoint it. A copy of Farber's consent will be provided to the Court on the return of this application.

31. This Affidavit is made in support of the within application, and for no other or improper purpose whatsoever.

SWORN before me at the City of
Toronto, in the Province of Ontario,
this 7th day of April, 2020

Commissioner for taking affidavits, etc.

IAN AVERSA

)
)
)
)

Timothy Oldfield

TIMOTHY OLDFIELD

TAB A

Exhibit “A”

Corporate Profile Report of the Debtor

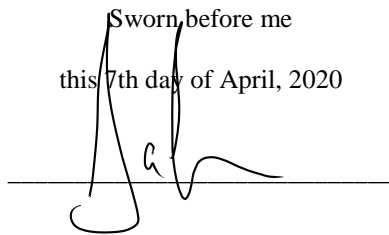
Attached is Exhibit "A"

Referred to in the

AFFIDAVIT OF TIMOTHY OLDFIELD

Sworn before me

this 7th day of April, 2020

A handwritten signature in black ink, appearing to be 'G. L.', is written over a horizontal line.

Commissioner for taking Affidavits, etc

Request ID: 024388788
Transaction ID: 75092099
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2020/03/31
Time Report Produced: 08:03:25
Page: 1

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date
2369872	MILL STREET & CO. INC.	2013/04/19
		Jurisdiction
		ONTARIO
Corporation Type	Corporation Status	Former Jurisdiction
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE
Registered Office Address	Date Amalgamated	Amalgamation Ind.
7822 YONGE STREET	NOT APPLICABLE	NOT APPLICABLE
THORNHILL ONTARIO CANADA L4J 1W3	New Amal. Number	Notice Date
	NOT APPLICABLE	NOT APPLICABLE
Mailing Address		Letter Date
7616 YONGE STREET		NOT APPLICABLE
THORNHILL ONTARIO CANADA L4J 1V9	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	Date Commenced
	Minimum	Maximum
	00001	00010
Activity Classification	Date Commenced in Ontario	Date Ceased in Ontario
NOT AVAILABLE	NOT APPLICABLE	NOT APPLICABLE

Request ID: 024388788
Transaction ID: 75092099
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2020/03/31
Time Report Produced: 08:03:25
Page: 2

CORPORATION PROFILE REPORT

Ontario Corp Number

2369872

Corporation Name

MILL STREET & CO. INC.

Corporate Name History

MILL STREET & CO. INC.

Effective Date

2015/07/21

MILL STREET FUNDING PARTNERS INC.

2013/04/19

Current Business Name(s) Exist:

NO

Expired Business Name(s) Exist:

NO

Administrator:

Name (Individual / Corporation)

NOAH

MURAD

Address

7616 YONGE STREET

THORNHILL
ONTARIO
CANADA L4J 8C5

Date Began

2013/04/19

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

Y

Request ID: 024388788
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Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2020/03/31
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Page: 3

CORPORATION PROFILE REPORT

Ontario Corp Number

2369872

Corporation Name

MILL STREET & CO. INC.

Administrator:

Name (Individual / Corporation)

NOAH

MURAD

Address

7616 YONGE STREET

THORNHILL
ONTARIO
CANADA L4J 8C5

Date Began

2013/04/19

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

PRESIDENT

Resident Canadian

Y

Administrator:

Name (Individual / Corporation)

NOAH

MURAD

Address

7616 YONGE STREET

THORNHILL
ONTARIO
CANADA L4J 8C5

Date Began

2013/04/19

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

SECRETARY

Resident Canadian

Y

Request ID: 024388788
Transaction ID: 75092099
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2020/03/31
Time Report Produced: 08:03:25
Page: 4

CORPORATION PROFILE REPORT

Ontario Corp Number

2369872

Corporation Name

MILL STREET & CO. INC.

Last Document Recorded

Act/Code	Description	Form	Date
CIA	ANNUAL RETURN 2019	1C	2019/08/11 (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.

Request ID: 024388794
Transaction ID: 75092114
Category ID: UNE

Province of Ontario
Ministry of Government Services

Date Report Produced: 2020/03/31
Time Report Produced: 08:03:33
Page: 1

CORPORATION DOCUMENT LIST

Ontario Corporation Number
2369872

Corporation Name
MILL STREET & CO. INC.

ACT/CODE	DESCRIPTION	FORM	DATE (YY/MM/DD)
CIA	ANNUAL RETURN 2019 PAF: MURAD, NOAH	1C	2019/08/11 (ELECTRONIC FILING)
CIA	ANNUAL RETURN 2018 PAF: MURAD, NOAH	1C	2018/11/25 (ELECTRONIC FILING)
CIA	CHANGE NOTICE PAF: MURAD, JACOB	1	2018/02/09 (ELECTRONIC FILING)
BCA	ARTICLES OF AMENDMENT	3	2017/08/30
CIA	ANNUAL RETURN 2017 PAF: MURAD, NOAH	1C	2017/08/22 (ELECTRONIC FILING)
BCA	ARTICLES OF AMENDMENT	3	2016/11/25
CIA	ANNUAL RETURN 2016 PAF: MURAD, NOAH	1C	2016/05/22 (ELECTRONIC FILING)
BCA	ARTICLES OF AMENDMENT	3	2016/04/08
CIA	CHANGE NOTICE PAF: POLISUK, BARRY	1	2015/07/27 (ELECTRONIC FILING)
BCA	ARTICLES OF AMENDMENT	3	2015/07/21
CIA	ANNUAL RETURN 2015 PAF: MURAD, NOAH	1C	2015/06/06 (ELECTRONIC FILING)
CIA	ANNUAL RETURN 2014 PAF: MURAD, NOAH	1C	2015/04/18 (ELECTRONIC FILING)
CIA	CHANGE NOTICE PAF: POLISUK, BARRY M.	1	2015/01/07 (ELECTRONIC FILING)
CIA	INITIAL RETURN PAF: MURAD, NOAH	1	2013/10/21 (ELECTRONIC FILING)
BCA	ARTICLES OF INCORPORATION	1	2013/04/19 (ELECTRONIC FILING)

Request ID: 024388794
Transaction ID: 75092114
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2020/03/31
Time Report Produced: 08:03:33
Page: 2

CORPORATION DOCUMENT LIST

Ontario Corporation Number
2369872

Corporation Name
MILL STREET & CO. INC.

ACT/CODE	DESCRIPTION	FORM	DATE (YY/MM/DD)
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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: 024388799
Transaction ID: 75092123
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2020/03/31
Time Report Produced: 08:03:42
Page: 1

LIST OF CURRENT BUSINESS NAMES REGISTERED BY A CORPORATION

Ontario Corporation Number
2369872

CORPORATION NAME
MILL STREET & CO. INC.

REGISTRATION DATE	BUSINESS NAME	EXPIRY DATE	BUSINESS ID NUMBER
----------------------	------------------	----------------	-----------------------

NO CURRENT BUSINESS NAMES ON FILE!

THE REPORT SETS OUT ALL BUSINESS NAMES REGISTERED OR RENEWED BY THE CORPORATION IN THE PAST 5 YEARS AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. IF MORE DETAILED INFORMATION IS REQUIRED, YOU MAY REQUEST A SEARCH AGAINST INDIVIDUAL NAMES SHOWN ON THIS REPORT.

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

TAB B

Exhibit “B”
Credit Agreement

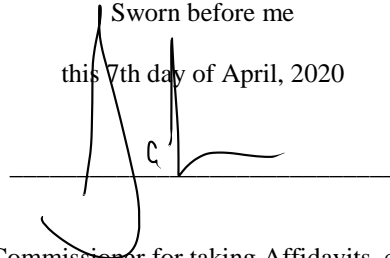
Attached is Exhibit "B"

Referred to in the

AFFIDAVIT OF TIMOTHY OLDFIELD

Sworn before me

this 7th day of April, 2020

A handwritten signature in black ink, appearing to be 'C. J.', is written over a horizontal line. The signature is stylized and extends both above and below the line.

Commissioner for taking Affidavits, etc

CREDIT AGREEMENT

Dated as of May 16, 2018

between

CROWN CAPITAL PRIVATE CREDIT FUND, LP

as Lender

– and –

MILL STREET & CO. INC.

as Borrower

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CREDIT AGREEMENT

THIS CREDIT AGREEMENT is made with effect as of May 16, 2018, between **MILL STREET & CO. INC.** (the "**Borrower**") and **CROWN CAPITAL PRIVATE CREDIT FUND, LP**, by its general partner, **CROWN CAPITAL PRIVATE CREDIT MANAGEMENT INC.** and one or more Persons to whom the foregoing lender or its permitted assigns may from time to time assign an interest in the Loan Documents (collectively, the "**Lender**");

RECITALS:

WHEREAS the Borrower desires that the Lender extend the Loan to the Borrower for the purposes set out herein, and the Lender has indicated its willingness to lend on the terms and conditions set forth herein;

AND WHEREAS the parties wish to provide for the terms and conditions upon which the Loan shall be made;

NOW THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1 – DEFINITIONS

1.1 General Definitions.

In this Agreement the following terms shall have the following meanings:

- (a) "**Accounting Change**" shall have the meaning ascribed to in Section 1.3.
- (b) "**Accounting Change Notice**" shall have the meaning ascribed to in Section 1.3.
- (c) "**Acquisition**" means, with respect to any Person, any purchase or other acquisition by such Person, regardless of how accomplished or effected (including any such purchase or other acquisition effected by way of amalgamation, merger, arrangement, business combination or other form of corporate reorganization or by way of purchase, lease or other acquisition arrangements), of (i) any other Person (including any purchase or acquisition of such number of the issued and outstanding securities of, or such portion of an Equity Interest in, such other Person so that such other Person becomes a Subsidiary of the purchaser or of any of its Affiliates) or of all or substantially all of the Property of any other Person, or (ii) any division, business, operation or undertaking of any other Person or of all or substantially all of the Property of any division, business, operation or undertaking of any other Person.
- (d) "**Action Request**" means any request from any Governmental Authority under any Environmental Law whereby such body or agency requests that the Person requested takes action or steps or does acts or things in respect of any Property in its charge, management or control to remediate a matter which is not or is alleged not to be in compliance with all Environmental Laws, except where such non-

compliance would not have or could not reasonably be expected to have a Material Adverse Effect.

- (e) **"Advance"** means the advance of the Loan to be made by the Lender in favour of the Borrower in accordance with the terms and conditions of this Agreement.
- (f) **"Affiliate"** means, in relation to any Person, any Person which, directly or indirectly, controls, is controlled by, or is under common control with, that Person. For the purposes of this definition, **"control"** of any Person (including the terms **"controlled by"** and **"under common control with"**) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person whether through the ownership of voting securities, by contract, or otherwise.
- (g) **"Agreement"** means this agreement and all schedules attached hereto; the expressions **"hereof"**, **"herein"**, **"hereto"**, **"hereunder"**, **"hereby"** and similar expressions refer to this Agreement, as amended, restated or supplemented from time to time, as a whole and not to any particular Article, Section, Schedule, or other portion hereof or thereof.
- (h) **"Annual Business Plan"** means the annual business plans of the Borrower and each of the Portfolio Groups with detailed financial projections and budgets on a quarter to quarter basis for the following one (1) Fiscal Year, in each case consisting of a balance sheet, statement of income, retained earnings, statement of cash flows, proposed Capital Expenditures and Purchase Money Security Interests and a list of assumptions upon which such projections are based.
- (i) **"Applicable Law"** means: (i) any domestic or foreign statute, law (including common and civil law), treaty, code, ordinance, rule, regulation, restriction or by-law (zoning or otherwise); (ii) any judgement, order, writ, injunction, decision, ruling, decree or award; (iii) any regulatory policy, practice, guideline or directive; or (iv) any franchise, licence, qualification, authorization, consent, exemption, waiver, right, permit or other approval of any Governmental Authority, binding on or affecting the Person referred to in the context in which the term is used or binding on or affecting the property of such Person, in each case whether or not having the force of law and, without limiting the generality of the foregoing, shall include Environmental Laws.
- (j) **"Arm's Length"** has the meaning specified in the definition of **"Non-Arm's Length"**.
- (k) **"Associate"** means an **"associate"** as defined in the *Business Corporations Act* (Ontario).
- (l) **"Auditor"** means Fazzari + Partners LLP and includes their successors and, with the consent of the Lender, not to be unreasonably withheld, any replacement auditor of recognized national standing from time to time.
- (m) **"Basket Distribution"** shall have the meaning ascribed to it in paragraph (v) of the definition of **"Permitted Distribution"**.

- (n) **"Bonus Payment"** shall have the meaning ascribed to it in Section 3.3(a) hereof.
- (o) **"Borrower"** means Mill Street & Co. Inc., a corporation incorporated under the laws of the Province of Ontario and its respective successors and permitted assigns.
- (p) **"Borrower Principal"** means Noah Murad or upon his death, the trustees of such principal's estate for so long as such trustees own and control all voting securities of the Borrower owned and controlled by such principal at the time of the principal's death.
- (q) **"Borrower Related Parties"** means, collectively, all Subsidiaries and Affiliates of the Borrower from time to time and includes, without limitation, each of those Persons identified on Schedule 1.1(q) and their successors and assigns, and **"Borrower Related Party"** means any one of them.
- (r) **"Business"** means the Borrower's business as a conglomerate with investment holdings in North America.
- (s) **"Business Day"** means a day, other than Saturday or Sunday or a statutory holiday, on which banks are generally open for business in Toronto, Ontario.
- (t) **"Canadian Pension Plan"** means any "pension plan" or "plan" that is subject to the funding requirements of the *Pension Benefits Act* (Ontario) or applicable pension benefits legislation in any other Canadian jurisdiction and is applicable to employees resident in Canada.
- (u) **"Capital Expenditures"** means, for any period, any expenditure made by any Person for the purchase, lease, acquisition, licence, erection, development, improvement, construction, repair or replacement of capital assets, and any expenditure related to a Capital Lease or any other expenditure required to be capitalized, all as determined in accordance with GAAP.
- (v) **"Capital Lease"** means, with respect to any Person, any lease of (or other agreement conveying the right to use) any real or personal property by such Person that, in conformity with GAAP, is or should be accounted for as a capital lease on the balance sheet of that Person.
- (w) **"Cash Fee"** shall have the meaning ascribed to it in Section 4.5 hereof.
- (x) **"Cash Taxes"** means, for any period of determination, with respect to any Person the sum of the provisions for income and other taxes less the provision for future income taxes as reported on the Financial Statements of such Person for the applicable period.
- (y) **"Change of Control"** means, the occurrence of any one or more of the following:
 - (i) if a Person or group of Persons, acting "jointly or in concert" within the meaning of the *Securities Act* (Ontario), other than the Borrower Principal or a group of Persons controlled by the Borrower Principal, acquires, directly or indirectly, beneficial ownership or control of voting shares in the capital of the Borrower which have or represent more than

50% of all of the votes entitled to be cast by shareholders for an election of the board of directors of the Borrower; or

- (ii) if the Borrower Principal together with one or more Persons controlled by the Borrower Principal ceases to collectively hold, directly or indirectly, beneficial ownership or control of voting shares in the capital of the Borrower which have or represent at least 50% of all of the votes entitled to be cast by shareholders for an election of the board of directors of the Borrower.
- (z) "**Closing Date**" means May 16, 2018, or such other date as may be agreed to by the Lender and Borrower.
- (aa) "**Collateral**" means all of the undertaking and Property, present and future, real, immovable, personal and immovable, of each Obligor, now or hereafter pledged, hypothecated, granted or assigned to the Lender to secure, either directly or indirectly, repayment on account of payment of any of the Obligations.
- (bb) "**Combined**" means, when used to modify a financial term, test, statement, or report of a Person, the application or preparation of such term, test, statement or report (as applicable) based upon the combination of the financial condition or operating results of such Person with such other Persons included in the group of Persons for which such financial condition or operating results are required to be reported under this Agreement, in a manner consistent with the manner in which such financial condition or operating results would be Consolidated in accordance with GAAP if such group of Persons consisted of a standalone corporate group. For greater certainty, where a financial term, test, statement or report is required to be prepared on a Combined basis by or in respect of a Portfolio Group, then such financial term, test, statement or report shall be based on the combination of the financial condition or operating results of the Portfolio Companies included in such Portfolio Group;
- (cc) "**Compliance Certificate**" means the certificate required pursuant to Section 8.2, substantially in the form annexed as Schedule 8.2 and signed by the President of the Borrower.
- (dd) "**Consolidated**" means, when used to modify a financial term, test, statement, or report of a Person, the application or preparation of such term, test, statement or report (as applicable) based upon the consolidation, in accordance with GAAP, of the financial condition or operating results of such Person.
- (ee) "**Contingent Obligation**" means, as to any Person, any obligation, whether secured or unsecured, of such Person guaranteeing or indemnifying, or in effect guaranteeing or indemnifying, any indebtedness, leases, dividends, letters of credit or other monetary obligations (the "**primary obligations**") of any other Person (the "**primary obligor**") in any manner, whether directly or indirectly, including any obligation of such Person as an account party in respect of a letter of credit or letter of guarantee issued to assure payment by the primary obligor of any such primary obligation and any obligations of such Person, whether or not contingent, (i) to purchase any such primary obligation or any Property constituting direct or indirect security therefor, (ii) to advance or supply funds for the purchase or payment of any such primary obligation or to maintain working capital or equity capital of the

primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (iii) to purchase Property, Equity Interests or services primarily for the purpose of assuring the obligee under any such primary obligation of the ability of the primary obligor to make payment of such primary obligation, or (iv) otherwise to assure or hold harmless the obligee under such primary obligation against loss in respect of such primary obligation; provided, however, that the term "**Contingent Obligation**" shall not include endorsements of instruments for deposit or collection in the ordinary course of business.

- (ff) "**Debt**" means, with respect to any Person, without duplication, the aggregate of the following amounts, at the date of determination: (i) all indebtedness of such Person for borrowed money; (ii) all obligations of such Person for the deferred purchase price of Property or services which constitute indebtedness, excluding, for certainty, accounts payable arising in the ordinary course of business; (iii) all obligations of such Person evidenced by notes, bonds, debentures or other similar instruments; (iv) all obligations of such Person created or arising under any conditional sale or other title retention agreement with respect to Property acquired by such Person (whether or not the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such Property); (v) all obligations of such Person as lessee under Capital Leases; (vi) all reimbursement obligations, contingent or otherwise, of such Person under bankers' acceptance, letter of credit and similar facilities to the extent supporting obligations would otherwise constitute Debt; (vii) all net obligations of such Person to purchase, redeem, retire, defease or otherwise acquire for value any partnership or shareholder or other Equity Interests of such Person (for greater certainty, not including obligations with respect to unexercised options and rights of first refusal and where conditions precedent to the purchase, redemption, retirement, defeasance or other acquisition of such obligations have not occurred); and (viii) all Contingent Obligations of such Person in respect of Debt of another Person, but excluding for certainty: (i) accounts payable and accrued liabilities incurred in the ordinary course of business outstanding, (ii) current Taxes payable and deferred Taxes, (iii) dividends payable, (iv) accrued interest payable, (v) the unrealized portion of any hedging gains or losses, and (vi) any other similar liabilities as may be agreed to by the Lender from time to time.
- (gg) "**Deemed Interest Rate**" means the interest rate applicable to the Loan as set out in Section 4.1 or 4.3, as the case may be, from time to time.
- (hh) "**Default**" means any event or condition which, with the giving of notice, the lapse of time or both, would constitute an Event of Default.
- (ii) "**Depreciation Expense**" means, for any period with respect to any Person, depreciation, amortization, depletion and other like reductions to income of such Person for such period not involving any outlay of cash, determined, without duplication, in accordance with GAAP:
 - (i) in the case of the Borrower on an Unconsolidated basis; and
 - (ii) in the case of a Portfolio Group on a Combined basis.

- (jj) **"Disposition"** means any sale, assignment, transfer, conveyance, lease or other disposition of any asset of any Obligor in a single transaction or a series of related transactions and the word **"Dispose"** or **"Disposed"** shall have a correlative meaning.
- (kk) **"Distribution"** shall mean, with respect to any Person, any payment, directly or indirectly, by such Person: (i) of any dividends on any of its Equity Interests, other than in-kind dividends payable in its Equity Interests; (ii) on account of, or for the purpose of setting apart any property for a sinking or other analogous fund for, the purchase, redemption, retirement or other acquisition of any of its Equity Interests; (iii) of any other distribution in respect of any of its Equity Interests; (iv) of any principal, interest, premium or fees on, or related to, other indebtedness or liability of such Person whether ranking, at law or by contract, in right of payment subordinate to any liability of such Person under the Loan Documents or otherwise; or (v) of any management, consulting or similar fee or compensation or any bonus payment or comparable payment, or by way of gift or other gratuity, to any Affiliate of such Person or to any director, officer or member of the management of such Person or an Affiliate of such Person or to any Person not dealing at Arm's Length with such first Person (for greater certainty, any compensation paid by an Obligor in the ordinary course of its business and consistent with past practices to directors, officers, members of management and employees of an Obligor shall not constitute Distributions hereunder).
- (ll) **"EBITDA"** means, for any fiscal period as determined in accordance with GAAP, Net Income earned during such period plus, to the extent deducted in calculating Net Income (without duplication):
- (i) Financing Charges for such period;
 - (ii) Income Tax Expense for such period;
 - (iii) Depreciation Expense and amortization expense for such period;
 - (iv) unrealized foreign exchange losses for such period;
 - (v) in the case of any Person other than the Borrower, management fees paid to the Borrower for such period;
 - (vi) non-cash expenses (including non-cash stock compensation expenses) and losses for such period;
 - (vii) expenses and losses incurred in connection with extraordinary, unusual or non-recurring items for such period; and
- decreased by the sum to the extent included in calculating Net Income (without duplication) of:
- (viii) extraordinary, unusual or non-recurring gains for such period;
 - (ix) unrealized foreign exchange gains for such period; and

(x) non-cash income/gains for such period;

provided that for the purposes of this definition (A) EBITDA when used in the context of the Borrower shall be calculated on an Unconsolidated basis; (B) EBITDA when used in the context of a Portfolio Group shall be calculated on a Combined basis; and (C) in the event through Acquisition or otherwise a Person becomes a member of a Portfolio Group during any such period, EBITDA shall be calculated on a pro forma basis as if such Person had been a member of such Portfolio Group during such period and any Acquisition completed during the relevant period of calculation will be deemed to have been made as of the first day of such period.

(mm) **"Environmental Laws"** means all Applicable Laws relating to Materials of Environmental Concern, pollution or protection of health, safety or the environment (including ambient air, surface water, ground water, land surface or subsurface strata), including without limitation, laws and regulations relating to emissions, discharges, releases or threatened releases of Materials of Environmental Concern, or otherwise relating to the manufacturing, processing, distribution, use, treatment, storage, disposal or transport of Materials of Environmental Concern.

(nn) **"Equity Interests"** means (i) in the case of any corporation or company, all shares or capital stock and any securities exchangeable for or convertible into shares or capital stock, (ii) in the case of an association or business entity, any and all shares, interests, participation rights or other equivalents of corporate stock (however designated) in or to such association or entity, (iii) in the case of a partnership, limited liability company or unlimited liability company, partnership or membership interests (whether general or limited), as applicable, and (iv) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distribution of assets of, the issuing Person, and including, in all of the foregoing cases described in clauses (i), (ii), (iii) or (iv), any warrants, rights or other options to purchase or otherwise acquire any of the interests described in any of the foregoing cases.

(oo) **"Event of Default"** shall have the meaning ascribed to it in Article 11 hereof.

(pp) **"Financial Assistance"** means, without duplication and with respect to any Person, all loans granted by that Person and guarantees or Contingent Obligations incurred by that Person for the purpose of or having the effect of providing financial assistance to another Person or Persons, including, without limitation, letters of guarantee, letters of credit, legally binding comfort letters or indemnities issued in connection therewith, endorsements of bills of exchange (other than for collection or deposit in the ordinary course of business), obligations to purchase assets regardless of the delivery or non-delivery thereof and obligations to make advances or otherwise provide financial assistance to any other entity and for greater certainty **"Financial Assistance"** shall include any guarantee of any third party lease obligations.

(qq) **"Financial Statements"** means, with respect to a Person, the financial statements of such Person which shall include, without limitation, the balance sheet, statement of income and retained earnings and statement of cash flows of such Person all prepared in accordance with GAAP.

- (rr) **"Financing Charges"** means, for any Person and for any fiscal period, without duplication, Interest Expense determined in accordance with GAAP, as the same would be set forth or reflected in a statement of income (loss) and deficit of such Person, determined:
- (i) on an Unconsolidated basis in the case of the Borrower; and
 - (ii) on a Combined basis in the case of each Portfolio Group.
- (ss) **"Fiscal Quarter"** means any of the quarterly accounting periods of the Borrower ending on April 30, July 31, October 31, and January 31 of each year.
- (tt) **"Fiscal Year"** means, as applicable from time to time, any period of twelve consecutive months ending on the fiscal year end of the Borrower, which for greater certainty means, as of the Closing Date, January 31.
- (uu) **"Fixed Charge Coverage Ratio"** means, in respect of the Borrower determined on an Unconsolidated basis and measured as at the end of each Fiscal Quarter, the ratio of:
- (i) EBITDA of the Borrower during the twelve-month period ending on the last day of such Fiscal Quarter (i) less (A) Cash Taxes by the Borrower paid during such period and (B) Distributions (other than scheduled dividend payments paid on account of, and all amounts paid on account of the redemption of, preferred shares of the Borrower) paid in cash during such period and (C) unfunded Capital Expenditures made during such period; to
 - (ii) the Fixed Charges paid in cash during such period.
- (vv) **"Fixed Charges"** means, in respect of the 12 month period ending on the last day of a Fiscal Quarter and in respect of any Person:
- (i) Financing Charges of such Person; plus
 - (ii) the aggregate amount of all scheduled dividend payments paid on account of, and all amounts paid on account of the redemption of, preferred shares of such Person; plus
 - (iii) the aggregate amount of all scheduled payments of Debt of such Person during such period, other than any bonus payment payable under this Agreement.
- (ww) **"GAAP"** means generally accepted accounting principles which are in effect in Canada from time to time including, for certainty, International Financial Reporting Standards and International Accounting Standards and Interpretations, but only to the extent the same are adopted by the Canadian Institute of Chartered Accountants as generally accepted accounting principles in Canada and then subject to such modifications thereto as are agreed by the Canadian Institute of Chartered Accountants.

- (xx) **"GOC Bond Rate"** means the 5 year Government of Canada Benchmark Bond Yield as listed on the Bank of Canada website as of the close of business on:
- (i) the Closing Date for the period commencing the date hereof to and including December 31, 2018; and
 - (ii) the latest day for which a 5 year Government of Canada Benchmark Bond Yield rate is reported on such website on January 1 of each year thereafter for each successive one year period during which the Loan remains outstanding.

For illustrative purposes, the GOC Bond Rate on May 14 2018 was 2.24%.

- (yy) **"Governmental Authority"** means the government of Canada, the United States or any other nation, or of any political subdivision thereof, whether state, provincial or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government, including any supranational bodies such as the European Union or the European Central Bank and including a Minister of the Crown, Superintendent of Financial Institutions or other comparable authority or agency.
- (zz) **"Hedge Arrangements"** means, for any period, for any Person, any arrangement or transaction between such Person and any other Person which is an interest rate swap transaction, basis swap, forward interest rate transaction, interest rate option, forward foreign exchange transaction, cap transaction, floor transaction, collar transaction, currency swap transaction, cross-currency interest rate swap transaction, currency option or any other similar transaction (including any option with respect to any of such transactions or arrangements) designed to protect or mitigate against risks in interest or currency exchange.
- (aaa) **"Income Tax Expense"** means, with respect to a Person, for any period, the aggregate, without duplication, of all current Taxes on the income of such Person for such period, determined in accordance with GAAP.
- (bbb) **"Intellectual Property"** means the intellectual property in patents, patent applications, trade-marks, trade-mark applications, trade names, service marks, copyrights, copyright registrations and trade secrets including, without limitation, customer lists and information and business opportunities, industrial designs, proprietary software, technology, recipes and formulae and other similar intellectual property rights.
- (ccc) **"Interest Expense"** of any Person means, for any period, without duplication, the aggregate amount of interest and other financing charges paid or payable by such Person, on account of such period with respect to Debt including interest, amortization of discount and financing fees, commissions, discounts, the interest or time value of money component of costs related to factoring or securitizing receivables or monetizing inventory and other fees and charges payable with respect to letters of credit, letters of guarantee and bankers' acceptance financing, standby fees, the interest component of Capital Leases and net payments (if any) pursuant to Hedge Arrangements involving interest, all as determined in accordance with GAAP:

- (i) on an Unconsolidated basis in the case of the Borrower; and
 - (ii) on a Combined basis in the case of a Portfolio Group.
- (ddd) **"Interest Payment Date"** means the first Business Day in each month.
- (eee) **"Inventory"** means, with respect to any Person, all inventory of such Person, whether now owned or hereafter acquired including, but not limited to, all goods intended for sale or lease by such Person, or for display or demonstration; all work in process; all raw materials and other materials and supplies of every nature and description used or which might be used in connection with the manufacture, printing, packing, shipping, advertising, selling, leasing or furnishing of such goods or otherwise used or consumed in such Person's business.
- (fff) **"Investment"** in any Person means any direct or indirect (i) acquisition of any Equity Interest in any other Person, or (ii) a contribution of capital. In determining the amount of any Investment involving a transfer of any Property other than cash, such Property shall be valued at its fair market value at the time of such transfer. For greater certainty, an Acquisition shall not be treated as an Investment.
- (ggg) **"Lien"** means: (i) any interest in Property securing an obligation owed to, or a claim by, a Person, whether such interest is based on the common law, civil law, statute, or contract, and including, without limitation, a security interest, charge, claim, hypothec or lien arising from a mortgage, deed of trust, hypothec, encumbrance, pledge, hypothecation, assignment, deposit arrangement, agreement, security agreement, conditional sale or trust receipt or a lease, consignment or bailment for security purposes; and (ii) to the extent not included under clause (i) of this definition, (A) any rights of repossession or similar rights of unpaid suppliers, (B) any reservation, exception, encroachment, easement, right-of-way, covenant, condition, restriction, lease or other title exception or encumbrance affecting Property, and (C) any other lien, hypothec, charge, privilege, secured claim, title retention, garnishment right, deemed trust, encumbrance or other right affecting Property, choate or inchoate, whether or not crystallized or fixed, whether or not for amounts due or accruing due, arising by any statute or law of any jurisdiction, at law, in equity or by any agreement.
- (hhh) **"Loan"** shall have the meaning ascribed to it in Section 2.1 hereof.
- (iii) **"Loan Documents"** means (i) this Agreement, the Security and each document, agreement, instrument and certificate delivered to the Lender by the Borrower on the Closing Date, and (ii) all present and future security, agreements, documents, certificates and instruments delivered by any Obligor to the Lender pursuant to, or in respect of this Agreement and the agreements and documents referred to in clause (i), in each case as the same may from time to time be supplemented, amended or restated, and **"Loan Document"** shall mean any one of the Loan Documents.
- (jjj) **"Losses"** shall have the meaning ascribed to it in Section 12.1 hereof.

(kkk) **"Material Adverse Effect"** shall mean:

- (i) a material adverse effect on the business, prospects, operations, properties, assets, investments or condition (financial or otherwise) of the Borrower on a Consolidated basis;
- (ii) an adverse effect on the legality, validity or enforceability of any of the Loan Documents which could reasonably be considered material having regard to the Loan Documents considered as a whole, including the validity, enforceability, perfection or priority of any Lien created under any of the Security which could reasonably be considered material having regard to the Security considered as a whole;
- (iii) a material adverse effect on the ability of an Obligor to pay or perform any of its debts, liabilities or obligations under any of the Loan Documents, which could reasonably be considered material having regard to the Obligors as a whole;
- (iv) an adverse effect on the right, entitlement or ability of the Lender to enforce its rights or remedies under any of the Loan Documents; or
- (v) any change, event, occurrence, effect or circumstance, including, without limitation, a change in Applicable Laws;

that, individually or in the aggregate with other such changes, events, occurrences, effects or circumstances, is or could reasonably be expected to be material and adverse to the business, financial condition or results of operations of the Borrower except any such change, event, occurrence, effect or circumstance arising out of, relating to, resulting from or attributable to: (A) any change generally affecting any of the industries in which such parties operate; (B) any change, development or condition in or relating to global, national or regional political conditions (including strikes, lockouts, riots or facility takeover for emergency purposes) or in general economic, business, banking, regulatory, currency exchange, interest rate, rates of inflation or market conditions or in national or global financial or capital markets; (C) any change, development or condition resulting from any act of sabotage or terrorism or any outbreak of hostilities or declared or undeclared war, or any escalation or worsening of such acts of sabotage, terrorism, hostilities or war; or (D) any change in applicable generally accepted accounting principles, including GAAP.

(III) **"Material Contracts"** means, collectively, each written agreement (or multiple agreements with the same Person), arrangement or understanding entered into by the Borrower or a Borrower Related Party which if not complied with, or expires, or is terminated, could reasonably be expected to have a Material Adverse Effect and includes, without limitation, the agreements of the Borrower listed in Schedule 7.1(j).

(mmm) **"Material Licences"** means, collectively, each licence, permit or approval issued by any Governmental Authority or any applicable stock exchange or securities commission to the Borrower or any Borrower Related Party, the breach or default of

which, or termination of, could reasonably be expected to result in a Material Adverse Effect.

- (nnn) **"Materials of Environmental Concern"** means any chemicals, pollutants, contaminants, wastes, toxic substances, petroleum, petroleum products, together with any hazardous, toxic or dangerous substances, materials and wastes, including, without limitation, hydrocarbons (including naturally occurring or man-made petroleum and hydrocarbons), flammable explosives, asbestos, urea formaldehyde insulation, radioactive materials, biological substances, polychlorinated biphenyls, pesticides, herbicides and any other kind and/or type of pollutants or contaminants (including, without limitation, materials which include hazardous constituents), sewage, sludge, industrial slag, solvents and/or any other similar substances, materials or wastes and including any other substances, materials or wastes that are or become regulated under any laws relating to the protection of the environment or maintenance of occupational safety (including, without limitation, any that are or become classified as hazardous or toxic under any such laws).
- (ooo) **"Maturity Date"** means May 16, 2028.
- (ppp) **"Net Debt"** means, with respect to any Person, as of any date of determination (i) Debt of such Person (calculated on an Unconsolidated basis in the case of the Borrower and on a Combined basis in respect of each Portfolio Group) outstanding on such date minus (ii) the aggregate amount of cash and cash equivalents included in the cash accounts listed on the Financial Statements of such Person (Unconsolidated Financial Statements in the case of the Borrower and Combined Financial Statements in the case of a Portfolio Group) as of such date.
- (qqq) **"Net Income"** means, with respect to any Person for any period, the net income (loss) after Tax of such Person for such period determined (i) on an Unconsolidated basis in the case of the Borrower and (ii) on a Combined basis in the case of a Portfolio Group, in accordance with GAAP as set forth in the Financial Statements of such Person for such period.
- (rrr) **"Non-Arm's Length"** and similar phrases have the meaning attributed thereto for the purposes of the *Income Tax Act* (Canada), and **"Arm's Length"** shall have the opposite meaning.
- (sss) **"Obligations"** means all present and future obligations, indebtedness, and liabilities of any and every kind and nature, of the Obligors to the Lender arising under this Agreement and the other Loan Documents, whether now or hereafter existing, whether now due or to become due, whether primary, secondary, direct, indirect, absolute, contingent or otherwise (including without limitation, obligations of performance), whether several or joint or joint and several.
- (ttt) **"Obligors"** means, collectively, the Borrower and any other Borrower Related Party acceptable to the Lender for inclusion as an Obligor and who after the date hereof executes (i) a guarantee and indemnity agreement in form satisfactory to the Lender guaranteeing all of the obligations of the Borrower (and the other Obligors, if any) owing to the Lender, (ii) a security agreement in form satisfactory to the Lender granting to the Lender a security interest, mortgage and charge over all present and after-acquired property of such Borrower Related Party, together with

such subordinations or inter-lender agreements that the Lender may require in connection therewith; and (iii) such other agreements, opinions, certificates and other documents required by the Lender in order to preserve and protect its interest in such Borrower Related Party, provided that such Borrower Related Party has received the prior written consent of the Lender. For greater certainty, as of the date hereof, no Borrower Related Party set out in Schedule 1.1(q) is an Obligor for the purpose of this Agreement.

- (uuu) **"Organizational Documents"** means, with respect to any applicable Person, such Person's articles or other charter or constitutional documents, by-laws, shareholder agreement, partnership agreement, joint venture agreement, limited liability company agreement or trust agreement, as applicable, and any and all other similar agreements, documents and instruments relative to such Person.
- (vvv) **"Pending Event of Default"** means any event or condition which, with the giving of notice, lapse of time or both, or upon a declaration or determination being made in accordance with Article 11 (or any combination thereof) would constitute an "Event of Default".
- (www) **"Pension Plan"** means (i) a "pension plan" or "plan" which is subject to the funding requirements of applicable pension benefit legislation in any jurisdiction as is applicable to the employees of any Person; or (ii) any pension benefit plan or similar agreement applicable to employees of any Person (other than a plan sponsored by a Governmental Authority) which, for greater certainty, includes a Canadian Pension Plan.
- (xxx) **"Permitted Cash Investments"** means an investment in any of the following:
- (i) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the Government of Canada or the United States or of any province or state thereof, as applicable (or by any agency or instrumentality of any of the foregoing to the extent such obligations are backed by the full faith and credit of the Government of Canada or the United States or of such province or state, as applicable);
 - (ii) investments in certificates of deposit, bankers' acceptances and time deposits maturing within 180 days from the date of acquisition thereof issued or guaranteed by or placed with, and money market deposit accounts issued or offered by, any domestic office of any commercial bank organized under the laws of Canada or the United States or of any Canadian province or federal state in the United States having combined capital and surplus of not less than \$300,000,000 or the equivalent in any other currency; and
 - (iii) commercial paper of an issuer rated at least A-1+ or the equivalent thereof by a rating agency satisfactory to the Lender, and in each case maturing within six (6) months from the date of acquisition.
- (yyy) **"Permitted Debt"** means:
- (i) Debt under this Agreement;

- (ii) subordinated Debt subject to the prior written consent of the Lender;
- (iii) Debt in respect of Capital Leases not aggregating in excess of 115% of the amount of Capital Leases included in the Annual Business Plan for any Fiscal Year;
- (iv) Debt in respect of Purchase Money Security Interests not aggregating in excess of 115% of the amount of Purchase Money Security Interests included in the Annual Business Plan for any Fiscal Year; and
- (v) Debt consented to in writing by the Lender from time to time, subject to the terms imposed by the Lender in connection with such consent, acting reasonably.

(zzz) **"Permitted Disposition"** means, in respect of the Obligors:

- (i) the sale or disposition of Inventory in the ordinary course of business and in accordance with prudent industry practice;
- (ii) the sale or disposition of Property between Obligors;
- (iii) any abandonment, surrender, sale, or other disposition of any tools, implements, equipment or machinery which have become worn out, unserviceable, obsolete, unsuitable or unnecessary in operations or activities relating to the Business;
- (iv) any Property traded in the ordinary course of business for assets of equal or greater value;
- (v) leases and licenses granted to Persons in the ordinary course of business;
- (vi) abandonments, surrenders or terminations of immaterial rights or interests which are effected in accordance with prudent industry practice;
- (vii) any sale, lease, transfer or other disposition of Property in any Fiscal Year (excluding any sale or disposition included in clauses (i) through (vi) above), the fair market value of which, does not individually exceed Cdn. \$250,000 or when taken in the aggregate in respect of all such sales and dispositions by all Obligors in such Fiscal Year, does not exceed Cdn. \$500,000, provided no Event of Default exists at the time such Permitted Disposition is made or would reasonably be expected to result therefrom; and
- (viii) sales or dispositions consented to in writing by the Lender.

(aaaa) **"Permitted Distribution"** means

- (i) all cash amounts and dividends paid by any Obligor to another Obligor;
- (ii) cash dividends paid to the holders of the Borrower's preferred shares outstanding from time to time and in accordance with the terms thereof;

- (iii) cash amounts paid on account of redemptions of the Borrower's preferred shares outstanding from time to time and in accordance with the terms thereof;
- (iv) any Distributions other than as set out in (i), (ii) and (iii) above made in a Fiscal Year that, when combined with all salaries, management bonuses and other compensation paid to Persons who are not dealing at Arm's Length to the Obligors during such Fiscal Year, do not exceed \$750,000; and
- (v) any Distribution not permitted by the foregoing (a "**Basket Distribution**") provided that (A) not more than one Basket Distribution is made in any Fiscal Quarter, and (B) after giving effect to such Basket Distribution and all other Permitted Distributions made or to be made during such Fiscal Quarter, the Borrower's Fixed Charge Coverage Ratio exceeds 1.5:1 (calculated on a pro forma basis as at the end of the immediately preceding Fiscal Quarter);

provided that (A) a Distribution by way of redemption or repurchase of common shares of the Borrower shall not be a Permitted Distribution, and (B) after giving effect to any of the Distributions referred to in the foregoing items (i) through (v) no Pending Event of Default or Event of Default has occurred and is continuing. Notwithstanding the foregoing or any other provision of the Loan Documents to the contrary and in addition thereto, the Borrower shall not make or, except for Distributions to the Borrower, permit any Obligor to make any Distributions during the continuance of a Pending Event of Default or Event of Default or if a Pending Event of Default or Event of Default would result therefrom.

(bbbb) "**Permitted Liens**" means, with respect to any Person, the following:

- (i) liens for Taxes not yet due or for which installments have been paid based on reasonable estimates pending final assessments, or if due, the validity of which is being contested diligently and in good faith by appropriate proceedings by that Person for which reasonable reserves under GAAP are maintained;
- (ii) undetermined or inchoate liens, rights of distress and charges incidental to current operations which have not at such time been filed or exercised and of which the Lender has been given notice, or which relate to obligations not due or payable, or if due, the validity of which is being contested diligently and in good faith by appropriate proceedings by that Person;
- (iii) reservations, limitations, provisos and conditions expressed in any original grants from the Crown or other grants of real or immovable property, or interests therein;
- (iv) zoning, land use and building restrictions, by-laws, regulations and ordinances of federal, provincial, state, municipal and other Governmental Authorities, licences, easements, servitudes, rights-of-way and rights in the nature of easements (including, without limiting the

generality of the foregoing, licences, easements, servitudes, rights-of-way and rights in the nature of easements for railways, sidewalks, public ways, sewers, drains, gas, steam and water mains or electric light and power, or telephone and telegraph conduits, poles, wires and cables) which do not materially impair the use of the affected land for the purpose for which it is used by that Person;

- (v) title defects, encroachments or irregularities or other matters relating to title which are of a minor nature and which in the aggregate do not materially impair the use of the affected property for the purpose for which it is used by that Person;
- (vi) the right reserved to or vested in any municipality or governmental or other public authority by the terms of any lease, licence, contract, franchise, grant or permit acquired by that Person or by any statutory provision to terminate any such lease, licence, contract, franchise, grant or permit, or to require annual or other payments as a condition to the continuance thereof;
- (vii) the Lien resulting from the deposit of cash or securities in connection with contracts, tenders or expropriation proceedings, or to secure workers compensation, employment insurance, surety or appeal bonds, costs of litigation when required by law, liens and claims incidental to current construction, mechanics', warehousemen's, carriers' and other similar liens, and public, statutory and other like obligations incurred in the ordinary course of business;
- (viii) security given to a public utility or any municipality or Governmental Authority when required by such utility or authority in connection with the operations of that Person in the ordinary course of its business provided that such security does not materially impair the use of the affected property for the purpose for which it is used by that Person;
- (ix) the Lien created by a judgment of a court of competent jurisdiction, as long as the judgment is being contested diligently and in good faith by appropriate proceedings by that Person and does not result in an Event of Default;
- (x) the Security;
- (xi) Liens existing as at the Closing Date with the particulars identified in Schedule 1.1(bbbb) attached hereto;
- (xii) Purchase Money Security Interests and Capital Leases provided that such Liens secure Permitted Debt;
- (xiii) subdivision, site plan, development or other municipal agreements or agreements with publicly regulated utilities, provided such are complied with and do not materially detract from the value of the affected lands or materially impair the existing use thereof;

- (xiv) notices of lease and exclusive and restrictive covenants in relation thereto;
 - (xv) any airport zoning regulations registered against title to affected lands;
 - (xvi) the exceptions, limitations and qualifications of the Land Titles Act (Ontario) or applicable land titles legislation in any other jurisdiction and any amendments thereto;
 - (xvii) security interests in respect of assignments and postponements of claim in connection with guarantees granted by the Borrower, as disclosed to the Lender prior to the Closing Date;
 - (xviii) the extension, renewal or refinancing of a Permitted Lien, provided that the amount secured thereby does not exceed the amount secured thereby immediately prior to such extension, renewal or refinancing; and
 - (xix) such other Liens as agreed to in writing by the Lender in accordance with this Agreement.
- (cccc) **"Permitted Portfolio Acquisition"** means any Acquisition that:
- (i) (A) is made by a member of an existing Portfolio Group, (B) involves a Person or assets substantially engaged in the same or a related line of business as that engaged in by such Portfolio Group, and (C) provides for a purchase price which is financed solely through a combination of cash of one or more members of such Portfolio Group, stock issued by one or more members of such Portfolio Group, existing lines of credit available to one or more members of such Portfolio Group and vendor financing having an amortization period of not less than three years with limited recourse to the assets or Person subject to such Acquisition;
 - (ii) provides for a purchase price (including all vendor take back, holdback or other amounts that may become payable in connection therewith) of \$2,000,000 or less, provided that:
 - (A) the Borrower shall provide first charge security satisfactory to the Lender, acting reasonably, covering the assets acquired pursuant to such transaction unless at least 50% of such purchase price is financed by way of vendor financing having an amortization period of not less than three years with limited recourse to the assets or Person subject to such Acquisition; and
 - (B) the aggregate purchase price payable under all Permitted Portfolio Acquisitions permitted under this Section 1.1(cccc)(ii) after giving effect to any such Acquisition does not exceed \$3,000,000; or
 - (iii) is otherwise consented to by the Lender, acting reasonably.

- (dddd) **"Person"** means any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, institution, entity, party or foreign or local government (whether federal, provincial, state, county, city, municipal or otherwise), including, without limitation, any instrumentality, division, agency, body or department thereof, and when used in the context of a financial term, calculation, report or covenant relating to Portfolio Group includes all of the Portfolio Companies in such Portfolio Group.
- (eeee) **"Portfolio Company"** shall mean, on the date hereof, each of the Persons listed on the attached Schedule 1.1(eeee) and includes any other Person added after the date hereof as a "Portfolio Company" pursuant to Section 9.3.
- (ffff) **"Portfolio Group"** shall mean, on the date hereof, each of the groups of Portfolio Companies listed as a Portfolio Group on the attached Schedule 1.1(eeee) and includes any other group of Portfolio Companies added after the date hereof as a "Portfolio Group" pursuant to Section 9.3.
- (gggg) **"PPSA"** means the *Personal Property Security Act* (Ontario), or any other applicable Canadian federal or provincial statute pertaining to the granting, perfecting, priority or ranking of security interests, liens, hypothecs on personal property, and any successor statutes, together with any regulations thereunder, in each case as in effect from time to time.
- (hhhh) **"Prepayment Fee"** shall have the meaning ascribed to it in Section 3.2(a) hereof.
- (iiii) **"Principal Amount"** shall have the meaning ascribed to in Section 2.1.
- (jjjj) **"Property"** means, with respect to any Person, all or any portion of its undertaking, property or asset, whether real, immovable, personal, movable, or mixed, tangible or intangible, including for greater certainty any Equity Interests of a corporation or ownership interest in any other Person.
- (kkkk) **"Purchase Money Security Interest"** means a Lien created or assumed by an Obligor securing Debt incurred to finance the unpaid acquisition price of personal Property provided that (i) such Lien is created concurrently with or prior to the acquisition of such personal Property, (ii) such Lien does not at any time encumber any Property other than the Property financed or refinanced (to the extent the principal amount is not increased) by such Debt, (iii) the principal amount of Debt secured thereby is not increased subsequent to such acquisition, and (iv) the principal amount of Debt secured by any such Lien at no time exceeds 100% of the original purchase price of such personal Property at the time it was acquired, and for the purposes of this definition the term "acquisition" shall include a Capital Lease and the term "acquire" shall have a corresponding meaning.
- (llll) **"Requirements of Law"** means, as to any Person, the Organizational Documents of such Person and any Applicable Law, or determination of a Governmental Authority, in each case, applicable to or binding upon such Person or any of its business or Property or to which such Person or any of its business or Property is subject.

- (mmmm) "**Securities Account**" means any "securities account" as such term is defined in the STA.
- (nnnn) "**Security**" means all Liens and guarantees held from time to time by or on behalf of the Lender, securing or intending to secure, directly or indirectly, repayment of the Obligations and includes, without limitation, all security described in Article 6.
- (oooo) "**Security Documents**" means any guarantees and security documents granted by each of the Obligors to the Lender securing or intended to secure repayment of the Obligations, as set out in Article 6.
- (pppp) "**Senior Officer**" of the Borrower or any Obligor means any of the Chief Executive Officer, President, a Vice-President, Chief Financial Officer or Treasurer or any other officer of such party who performs the function normally expected of an individual holding any of the aforesaid offices.
- (qqqq) "**STA**" means the *Securities Transfer Act, 2006* (Ontario), or any other applicable Canadian federal or provincial statute pertaining to the granting, perfecting, priority or ranking of security interests on securities, investment property or other financial investments or instruments, and any successor statutes.
- (rrrr) "**Subsidiary**" means, with respect to a Person, any corporation of which more than fifty percent (50%) of the outstanding capital stock having ordinary voting power to elect a majority of the board of directors of such corporation (irrespective of whether at the time stock of any other class of such corporation shall have or might have voting power by reason of the happening of any contingency) is at the time, directly or indirectly, owned by the Person or by any partnership, joint venture or other entity of which more than fifty percent (50%) of the outstanding equity interests are at the time, directly or indirectly, owned by the Person.
- (ssss) "**Taxes**" shall have the meaning ascribed to it in Section 12.2 hereof.
- (tttt) "**Threshold Amount**" means \$250,000.
- (uuuu) "**Unconsolidated**" means, when used to modify a financial term, test, statement, or report of a Person, the application or preparation of such term, test, statement or report (as applicable) based upon the stand-alone financial condition or operating results of such Person.
- (vvvv) "**Violation Notice**" means any notice received by a Person, from any Governmental Authority under any Applicable Law that such Person or any of its Property is not in compliance with the requirements of any Applicable Law, if such non-compliance could reasonably be expected to have a Material Adverse Effect.
- (wwww) "**Welfare Plan**" means any medical, health hospitalization, insurance or other employee benefit or welfare plan or arrangement applicable to employees resident in Canada of an Obligor.

1.2 Schedules and Exhibits.

The following are the Schedules and Exhibits to this Agreement, which are deemed to be a part of this Agreement:

Schedule 1.1(q)	–	Borrower Related Parties
Schedule 1.1(bbbb)	–	Permitted Liens
Schedule 1.1(eeee)	–	Portfolio Companies and Portfolio Groups
Schedule 3.3	–	Pro Forma Example Calculation of EVPS
Schedule 7.1(f)	–	Intellectual Property
Schedule 7.1(g)	–	Obligors' Names
Schedule 7.1(h)	–	Corporate Structure Subsidiaries, Affiliates, Joint Ventures And Partnerships
Schedule 7.1(i)	–	Judgments and Litigation
Schedule 7.1(j)	–	Material Contracts and Material Licenses
Schedule 7.1(s)	–	Non-Arm's Length Transactions
Schedule 7.1(t)	–	Location of Collateral
Schedule 7.1(u)	–	Owned Real Property
Schedule 7.1(v)	–	Leased Real Property
Schedule 7.1(aa)	–	Insurance
Schedule 7.1(dd)	–	Bank Accounts and Security Accounts
Schedule 8.2	–	Compliance Certificate

1.3 Accounting Terms and Definitions.

- (a) Unless otherwise provided herein, all financial terms used in this Agreement shall be determined in accordance with GAAP in effect at the date of such determination and where the character or amount of any asset or liability or item of revenue or expense is required to be determined, or any consolidation or other computation is required to be made for the purpose of this Agreement, such determination or calculation shall be made in accordance with GAAP applied on a consistent basis unless otherwise indicated.
- (b) If:
- (i) there occurs a material change in GAAP; or
 - (ii) the Borrower or any of its Subsidiaries adopts a material change in an accounting policy in order to more appropriately present events or transactions in its Financial Statements;

and the above change would require disclosure under GAAP in the Financial Statements of the Borrower and would cause an amount required to be determined for the purposes of any financial covenant contained in Section 9.1(t) to be materially different than the amount that would be determined without giving effect to such change, the Borrower shall notify the Lender of such change (an "**Accounting Change**"). Such notice (an "**Accounting Change Notice**") shall describe the nature of the Accounting Change, its effect on the current and immediately prior year's financial statements in accordance with GAAP and state whether the Borrower desires to revise the method of calculating one or more of the financial covenants (including the revision of any of the defined terms used in the determination of such financial covenants) in order that amounts determined after

giving effect to such Accounting Change and the revised method of calculating such financial covenant will approximate the amount that would be determined without giving effect to such Accounting Change and without giving effect to the revised method of calculating such financial covenant. The Accounting Change Notice shall be delivered to the Lender, together with written confirmation from the Auditor supporting such Accounting Change, within thirty (30) days after the end of the month in which the Accounting Change is implemented or, if such Accounting Change is implemented in the last month of a fiscal year or in respect of an entire fiscal year, within ninety (90) days after the end of such period.

- (c) If the Borrower indicates that it wishes to revise the method of calculating one or more of the financial covenants, the Borrower and the Lender shall in good faith attempt to agree on a revised method of calculating such financial covenants. If, however, within thirty (30) days thereafter, the Borrower and the Lender have not reached agreement in writing on such revised method of calculation, such method of calculation shall not be revised and all amounts to be determined thereunder shall be determined without giving effect to the Accounting Change.
- (d) If a Compliance Certificate is delivered pursuant to Section 8.2 in which an Accounting Change is implemented without giving effect to any revised method of calculating any of the financial covenants, and subsequently, as provided above, the method of calculating one or more of the financial covenants is revised in response to such Accounting Change, or the amounts to be determined pursuant to any of the financial covenants are to be determined without giving effect to such Accounting Change, the Borrower shall deliver a revised Compliance Certificate.
- (e) Nothing contained in this Section 1.3 shall obligate the Lender to approve of any Accounting Change or any revisions to the method of calculating any of the financial covenants, including receipt by the Lender of any such written confirmation from the Auditor, and any such Accounting Changes or revisions to the method of calculating any of the financial covenants shall only be effective upon the prior written consent of the Lender.

1.4 Supplements, Re-enactments, Etc.

References herein to any document or legislation are, unless otherwise stated, to be construed as references to such document or legislation as amended, restated or supplemented from time to time and references to any enactment include re-enactments, amendments and extensions thereof.

1.5 Headings of Subdivisions.

The headings of subdivisions in this Agreement are for convenience of reference only, and shall not govern the interpretation of any of the provisions of this Agreement.

1.6 Gender and Number.

Words importing the singular include the plural and vice versa and words importing gender include all genders.

1.7 Monetary References.

Any reference in this Agreement to "**Dollars**", "**dollars**" or the sign "\$" shall be deemed to be a reference to lawful money of Canada, unless otherwise expressly stated.

1.8 Actions on Days Other Than Business Days.

Except as otherwise specifically provided herein, where any payment is required to be made or any other action is required to be taken on a particular day and such day is not a Business Day and, as a result, such payment cannot be made or action cannot be taken on such day, then this Agreement shall be deemed to provide that such payment shall be made or such action shall be taken on the first Business Day after such day.

1.9 Permitted Liens.

The inclusion of reference to Permitted Liens in any Loan Document is not intended to subordinate and shall not subordinate, and shall not be interpreted as subordinating any Lien created by any of the Security to any Permitted Lien unless the Lender agrees. However, to the extent any of such Permitted Liens are registered on title or pursuant to the PPSA prior to any of the Loan Documents that are registered subsequently, such Permitted Liens shall have priority.

ARTICLE 2 – TERMS OF THE LOAN

2.1 The Loan.

Subject to the terms and conditions of this Agreement and the other Loan Documents, the Lender agrees to loan to the Borrower in lawful money of Canada the principal amount of \$10,000,000 to or for the account of the Borrower (the "**Loan**", and the outstanding principal amount of the Loan from time to time at the end of any Fiscal Quarter is herein referred to as the "**Principal Amount**").

2.2 Advance.

The Loan will be available to the Borrower in one (1) Advance on the Closing Date and the Borrower hereby irrevocably authorizes the Lender to make the Advance on the Closing Date.

2.3 Use of Proceeds.

The Advance shall only be used by the Borrower as follows:

- (a) \$300,000 of the Advance shall be paid to the Lender in accordance with Section 4.5 hereof;
- (b) to pay the costs and expenses incurred by the Lender in accordance with, and pursuant to, Section 4.6 hereof; and
- (c) the balance of the Loan, after payment of amounts set forth in Section 2.3(a) and (b) shall be added to the working capital of the Borrower to be used for general purposes permitted by this Agreement or otherwise as agreed to by the Lender.

ARTICLE 3 – PAYMENT

3.1 Payments on Principal.

- (a) Except as otherwise set forth herein, the Principal Amount shall be repaid to the Lender by the Borrower by way of equal monthly installments in the amount of \$100,000 commencing on the first day of May, 2023 and continuing on the first day of each month thereafter until the Maturity Date.
- (b) The remainder of the Principal Amount together with all accrued and unpaid interest thereon and all fees, if any, and other amounts payable hereunder including without limitation the Bonus Payment, shall become due and payable and shall be repaid to the Lender by the Borrower on the Maturity Date.
- (c) All payments to be made by the Borrower to the Lender hereunder shall be made to the Lender by wire transfer in accordance with the wire instructions given by the Lender to the Borrower in writing from time to time.
- (d) For greater certainty, the Borrower shall not be entitled to prepay any amount owing under this Agreement except in accordance with Section 3.2.

3.2 Optional Prepayments.

- (a) Subject to the terms hereof, and provided that no Pending Event of Default or Event of Default is continuing either prior to or after giving effect to any contemplated prepayment, the Borrower may prepay all but not less than all of the outstanding Principal Amount at any date after May 16, 2021, subject to the concurrent payment to the Lender of a prepayment fee calculated on the principal amount repaid in accordance with Section 3.2(b) (the "**Prepayment Fee**"), provided the Lender receives ten (10) Business Days' prior written notice of such prepayment.
- (b) The Prepayment Fee shall be equal to the percentage (set forth in Column B below and shown opposite of the relevant prepayment date set forth in Column A below) of the amount of the outstanding principal amount of the Loan being prepaid in accordance with Section 3.2(a):

Column A	Column B	Column C
<u>Repayment Date</u>	<u>Prepayment Fee</u>	<u>Minimum Valuation Event Bonus</u>
Period commencing May 17, 2021 and ending May 16, 2023	12%	\$5,000,000
Period commencing May 17, 2023 and ending May 16, 2026	6%	\$3,000,000
Period commencing May 17, 2026 and ending May 15, 2028	3%	\$1,000,000

3.3 EVPS Bonus.

- (a) In addition to its obligation to pay principal and interest owing hereunder, and subject to this Section 3.3, as additional consideration for the Advance of the Loan, the Borrower agrees to pay to the Lender a bonus payment (the "**Bonus Payment**") following the earlier of: (i) the Maturity Date or any other date upon which the then outstanding Principal Amount becomes due and payable or (ii) the date of the prepayment in full of the then outstanding Principal Amount pursuant to Section 3.2 (each, a "**Valuation Event**"). The amount of the Bonus Payment shall be calculated in accordance with Section 3.3(b), and the Borrower shall pay the Bonus Payment to the Lender within the time required under Section 3.3(d).
- (b) The Bonus Payment shall be based upon the growth of the equity value per share ("**EVPS**") of the Borrower, calculated in accordance with the following formula on a basis:

Bonus Payment = EVPS Growth x total common shares (voting and non-voting) of the Borrower on the date of determination x 5%

where:

Baseline EVPS = \$3,656,600 DIVIDED BY total common shares (voting and non-voting) of the Borrower on the date of determination

EVPS = ((6 x Portfolio EBITDA (determined in accordance with 3.3(c)) MINUS the Borrower's proportionate share of the aggregate Net Debt of each of the Portfolio Groups calculated on a Combined basis for each Portfolio Group MINUS the Borrower's Net Debt calculated on an Unconsolidated basis and aggregate redemption value of the preferred shares issued and outstanding as of the Closing Date) DIVIDED BY total common shares (voting and non-voting) of the Borrower on the date of determination. For greater certainty, if the Net Debt of any Person for purposes of the foregoing is a negative, then such Net Debt shall result in an increase in EVPS.

EVPS Growth = EVPS MINUS Baseline EVPS

Portfolio EBITDA = the sum of the Borrower's share of the EBITDA for each Portfolio Group calculated on a Combined basis for each Portfolio Group MINUS the Borrower's operating costs directly relating to the Borrower's management of its investment in or the businesses of the Portfolio Groups.

Provided that notwithstanding the foregoing:

- (i) if the foregoing formula yields a result that is less than the amount listed as the Minimum Valuation Event Bonus Payment in Column C in the table set out in Section 3.2(b) that corresponds to the date on which the Valuation Event occurs, then the Bonus Payment shall be such Minimum Valuation Event Bonus Payment; and

- (ii) all Bonus Payments or other amounts paid or to be paid by the Borrower pursuant to this Section 3.3 or Section 3.4 shall be excluded from the foregoing formula.
- (c) For the purposes of establishing EVPS following a Valuation Event, the Borrower's EBITDA shall be determined in accordance with GAAP as follows:
 - (i) for a Valuation Event occurring in connection with the prepayment of all of the Principal Amount or any other date upon which the then outstanding Principal Amount becomes due and payable (other than at the Maturity Date), the Lender shall elect, within 150 days after the Valuation Event, to have EBITDA determined based on either:
 - (A) the Unconsolidated Financial Statements of the Borrower and the Combined Financial Statements for each of the Portfolio Groups for the Fiscal Year immediately preceding the Valuation Event; or
 - (B) the Unconsolidated Financial Statements of the Borrower and the Combined Financial Statements for each of the Portfolio Groups for the Fiscal Year in which the Valuation Event occurs;provided that if the Lender fails to make such election within the specified time, EBITDA shall be determined based on the Financial Statements for the Fiscal Year immediately preceding the Valuation Event; and
 - (ii) for a Valuation Event occurring on the Maturity Date, the Lender shall elect, within 150 days after the Valuation Event, to have EBITDA determined based on either:
 - (A) the Unconsolidated Financial Statements of the Borrower and the Combined Financial Statements for each of the Portfolio Groups for the Fiscal Year immediately preceding the Valuation Event; or
 - (B) the Unconsolidated Financial Statements of the Borrower and the Combined Financial Statements for each of the Portfolio Groups for the Fiscal Year in which the Valuation Event occurs;provided that if the Lender fails to make such election within the specified time, EBITDA shall be determined based on the Unconsolidated Financial Statements of the Borrower and the Combined Financial Statements for each of the Portfolio Groups for the Fiscal Year immediately preceding the Valuation Event.
- (d) The Borrower shall pay the amount payable in accordance with Section 3.3(b) to the Lender within thirty (30) days after the finalization of the Unconsolidated Financial Statements of the Borrower and the Combined Financial Statements for each of the Portfolio Groups upon which the Bonus Payment is calculated.
- (e) A pro forma example calculation of EVPS on the date hereof (after giving effect to the advance of the Loan) is set out in Schedule 3.3.

3.4 Distribution Bonus

At the time the Borrower makes any Basket Distribution or other Distribution that is not a Permitted Distribution (for example, a Distribution made with the consent of the Lender) to the holders of its common shares, the Borrower shall pay the Lender as an additional bonus payment an amount equal to five percent (5%) of any such Basket Distribution or other Distribution.

3.5 General Matters.

All payments made by the Borrower shall be made without set-off, recoupment or counterclaim. The Loan shall, if requested by the Lender, in the Lender's sole discretion, be evidenced by one or more promissory notes in form and substance satisfactory to the Lender, acting reasonably. However, if such Loan is not so evidenced, the Loan made by the Lender, including rates of interest, fees and other charges, may be evidenced by entries upon the books and records maintained by the Lender which books and records shall constitute conclusive evidence thereof in the absence of manifest error.

ARTICLE 4 – INTEREST, FEES AND CHARGES

4.1 Rate of Interest.

Subject to Section 4.3, the Principal Amount of the Loan and other outstanding Obligations shall bear interest from the Closing Date to the date paid, and at a per annum rate equal to the higher of (i) the GOC Bond Rate in effect at the time of calculation plus 10%; and (ii) 12%. The interest rate payable hereunder shall be adjusted annually on January 1 of each year during which the Loan remains outstanding based on the GOC Bond Rate then in effect. Such interest shall be payable in accordance with Section 4.2 and calculated in accordance with Section 4.4.

4.2 Payment of Interest.

The Borrower shall pay the Lender all accrued and unpaid interest on the principal amount of the Loan and the outstanding amount of the other Obligations monthly in arrears in cash on each Interest Payment Date, starting on July 1, 2018 and continuing on the first day of each calendar month thereafter until all amounts owing hereunder shall have been paid.

4.3 Default Rate of Interest.

Upon and after the occurrence of an Event of Default under Section 11.1, and during the continuation thereof, the Principal Amount of the Loan and the other Obligations shall bear interest at a rate per annum equal to the interest rate otherwise payable pursuant to Section 4.1 plus two percent (2%) and such interest shall be calculated in accordance with Section 4.4 and shall be payable on demand by the Lender.

4.4 Computation of Interest and Fees.

Interest hereunder shall be determined daily and compounded monthly not in advance, both before and after demand, default and judgment and shall be computed on the actual number of days elapsed over a year of three hundred and sixty-five (365) days or three hundred and sixty-six (366) days, as the case may be. For the purpose of the *Interest Act* (Canada) only, the yearly rates of interest to which the rates applicable to the Loan are equivalent are the rates so determined, multiplied by the actual number of days in the year divided by three hundred and sixty-five (365) or three hundred and sixty-six (366), as the case may be.

4.5 Cash Fee.

The Borrower shall pay to the Lender a financing fee of \$300,000 in cash (the "**Cash Fee**") which fee shall be fully earned, non-refundable and payable in full on the earlier of the date of Advance and the Closing Date. The Borrower hereby irrevocably authorizes the Lender to deduct the Cash Fee from the Advance prior to its disbursement to the Borrower on the Closing Date.

4.6 Lender's Expenses.

The Borrower shall reimburse the Lender for all reasonable out-of-pocket costs and expenses (including without limitation, reasonable due diligence, legal, registration, and filing fees and expenses in each applicable jurisdiction) incurred by the Lender in connection with: (a) the documentation and consummation of this transaction (whether or not this transaction is consummated) including, without limitation, security and other public record searches, lien filings, express mail or similar express or messenger deliveries and, due diligence costs and expenses; and (b) in seeking to collect, protect or enforce any rights in or to the Collateral or incurred by the Lender in seeking to collect any Obligations and to administer and enforce any of its rights under this Agreement and the other Loan Documents. All such costs, expenses and charges shall constitute Obligations hereunder, and the Borrower hereby irrevocably authorizes the Lender to deduct the above described costs, expenses and charges from the Advance prior to its disbursement to the Borrower. Any such costs, expenses and charges not deducted from the Advance shall otherwise shall be payable by the Borrower to the Lender on demand and, if overdue by 30 days or more, until paid, shall bear interest at the Deemed Interest Rate. The Lender's out-of-pocket costs and expenses referred to in Section 4.6(a), excluding legal fees, security and other public record searches and filing fees, shall not exceed \$1,000.00.

4.7 Deposit.

The Lender acknowledges having received \$25,000 from the Borrower as a good-faith deposit (the "**Deposit**"). The parties hereto agree that the Deposit will be applied first to closing expenses payable by the Borrower pursuant to Section 4.6 and then towards the Cash Fee payable pursuant to Section 4.5 in such proportions as the Lender may in its sole discretion determine.

4.8 Increased Costs.

Notwithstanding any other provision herein, in the event that the introduction of or any change in any Applicable Law or in the interpretation or application thereof, or compliance by the Lender with any request or directive (whether or not having the force of law) from any Governmental Authority:

- (a) subjects the Lender to any new Tax of any kind whatsoever with respect to this Agreement, the other Loan Documents or the Loan, or changes the basis of taxation of payments to the Lender of principal, interest or any other amount payable hereunder (except for changes in the rate of Tax imposed on the overall net income of the Lender); or
- (b) imposes, modifies, holds applicable any reserve, special deposit, compulsory loan or similar requirement against Property held by, or deposits or other obligations in or for the account of, advances or loans by, or other credit extended by, or any other acquisition of funds by, any office of the Lender;

and the result of any of the foregoing is to materially increase the cost to the Lender of agreeing to make, making, continuing or maintaining or participating in the Loan, or to materially reduce any amount receivable thereunder or to materially increase the withholding Taxes payable then, in any such case, the Borrower shall pay the Lender, after demand by the Lender, any additional amounts necessary to compensate the Lender on an after-Tax basis for such additional cost or reduced amount receivable or increased withholding Taxes payable with respect to any Loan Document or the Loan.

4.9 Illegality.

If any Applicable Law coming into force after the Closing Date, or if any change in any existing Applicable Law or in the interpretation or application thereof by any court or Governmental Authority, now or hereafter makes it unlawful for the Lender to have advanced or acquired interest in the Loan or to give effect to its obligations in respect thereof, the Lender may, by written notice thereof to the Borrower, declare its obligations under this Agreement to be terminated, and the Borrower shall prepay, within the time required by such law, the principal amount of the Loan together with accrued interest thereon and any other amounts owing under this Agreement as may be applicable to the date of such payment (excluding for the avoidance of doubt, any amount of the Prepayment Fee or Bonus Payment). If any such event shall, in the opinion of the Lender, acting reasonably, only affect part of its obligations under this Agreement, the remainder of this Agreement shall be unaffected and the obligations of the Borrower under the Loan Documents shall continue.

ARTICLE 5 – TERMINATION

5.1 Termination.

This Agreement shall be in effect from the date hereof until the indefeasible repayment and performance in full of the Obligations. If the due date of the Obligations is accelerated pursuant to Article 11 hereof or if the Borrower prepays the Loan in accordance with the terms and conditions hereof, this Agreement shall terminate on the date that all such Obligations are indefeasibly paid and performed in full. At such time as the Borrower has repaid and performed in full all of the Obligations and this Agreement has terminated upon the Borrower's request, the Lender shall, at the Borrower's cost and expense, deliver to the Borrower a termination, discharge and release of all Security in form and substance reasonably satisfactory to the Borrower and such other documents and instruments as the Borrower may reasonably request in order to effect or evidence the termination of this Agreement and the Security.

5.2 Continuing Obligations.

Nothing in Section 5.1 shall affect any liabilities and obligations of any Obligor or the Lender set out in this Agreement or in any other Loan Document which are expressly stated to survive payment of the Obligations and termination of this Agreement or the Loan Documents, as the case may be, which shall survive for a period of two (2) years following the date of payment of the Obligations in full.

ARTICLE 6 – SECURITY AND COLLATERAL

6.1 Security Delivered on the Closing Date.

On the Closing Date, as continuing collateral security for the payment and satisfaction of all Obligations, the Borrower shall deliver or cause to be delivered to the Lender the following Security, all of which shall be in form and substance satisfactory to the Lender:

- (a) a general security agreement from the Borrower constituting a first Lien on all of the present and after acquired Property of the Borrower (subject only to the Permitted Liens), including a fixed and floating charge over all real property of the Borrower;
- (b) a limited recourse guarantee and indemnity of 2394419 Ontario Limited and 997322 Ontario Inc. (collectively, the "**Guarantors**");
- (c) a securities pledge agreement pledging certain securities held by the Guarantors in the Borrower, together with delivery of original share certificates and corresponding transfer powers of attorney; and
- (d) such other agreements and documents as the Lender may reasonably require from time to time to give effect to the foregoing.

6.2 Further Assurances.

Each Obligor shall take or cause to be taken such action and execute and deliver or cause to be executed and delivered to the Lender such agreements, documents and instruments as the Lender shall reasonably request, and to assist the Lender in registering, filing or recording the same (or a notice or financing statement in respect thereof) in all offices where such registration, filing or recording is, in the opinion of the Lender or Lender's counsel, necessary or advisable to constitute, perfect and maintain the Security Documents as Liens of the Obligor or the Person granting such Liens, subject only to the Permitted Liens, in all jurisdictions reasonably required by the Lender, in each case within a reasonable time after the request therefor by the Lender or Lender's counsel, and in each case in form and substance satisfactory to the Lender and Lender's counsel, acting reasonably.

6.3 Security Effective Notwithstanding Date of Advance.

The Security shall be effective and the undertakings in this Agreement and the other Loan Documents with respect thereto shall be continuing, whether the monies hereby or thereby secured or any part thereof shall be advanced before or after or at the same time as the creation of any such Security or before or after or upon the date of execution of this Agreement. The Security shall not be affected by any payments on this Agreement or any of the other Loan Documents, but shall constitute continuing security to and in favour of the Lender for the Obligations from time to time until paid in full.

6.4 No Merger.

The Security shall not merge in any other security. No judgment obtained by or on behalf of the Lender shall in any way affect any of the provisions of this Agreement, the other Loan Documents or the Security. For greater certainty, no judgment obtained by or on behalf of the Lender shall in any way affect the obligation of the Borrower to pay interest or other amounts at the rates, times and in the manner provided in this Agreement.

6.5 Release of Security.

Following the indefeasible repayment and performance in full of all Obligations, the Lender will, at the cost and expense of the Borrower, release and discharge the right and interest of the Lender in the Collateral in accordance with Section 5.1.

If any Property of the Obligors is Disposed of as permitted by this Agreement or is otherwise released from the Security at the direction or with the consent of the Lender, at the request, cost and expense of the

Borrower (on satisfaction, or on being assured of concurrent satisfaction, of any condition to or obligation imposed with respect to such Disposition), the Lender shall discharge such Property from the Security and deliver and re-assign to the relevant Obligor or its Subsidiaries (without any representation or warranty) any of such Property as is then in the possession of the Lender.

ARTICLE 7 – REPRESENTATIONS AND WARRANTIES

7.1 Representations and Warranties.

To induce the Lender to enter into this Agreement and make the Loan, the Borrower hereby makes the following representations, warranties and covenants:

- (a) **Existence and Qualification.** The Borrower and each of the Borrower Related Parties (i) has been duly incorporated, amalgamated, formed, merged or continued, as the case may be, and is validly subsisting and in good standing as a corporation or partnership, under the laws of its jurisdiction of incorporation, amalgamation, merger, formation or continuance, as the case may be (or in the case of Borrower Related Parties which are not corporations, has been duly created or established as a partnership or other applicable entity and validly exists under and is governed by the laws of the jurisdiction in which it has been created or established), (ii) is duly qualified to carry on its business in each jurisdiction in which it carries on business except for non-qualification which has no Material Adverse Effect on the Business, and (iii) has all required Material Licences.
- (b) **Power and Authority.** The Borrower has the corporate power, capacity and authority, as the case may be, to enter into, and to exercise its rights and perform its obligations under, the Loan Documents to which it is a party and all other instruments and agreements delivered by it pursuant to any of the Loan Documents. The Borrower and each of the Borrower Related Parties has the corporate or partnership power, capacity and authority, as the case may be to own its Property and carry on its business as currently conducted.
- (c) **Execution, Delivery, Performance and Enforceability of Documents.** The execution, delivery and performance of each of the Loan Documents to which the Borrower is a party has been duly authorized by all corporate actions required, and each of such documents has been duly executed and delivered by it. Each Loan Document to which the Borrower is a party constitutes the legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its respective terms (except, in any case, as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally and by principles of equity).
- (d) **Compliance with Applicable Laws, Organizational Documents and Contractual Obligations.** None of the execution or delivery of, the consummation of the transactions contemplated in, or the compliance with the terms, conditions and provisions of any of, the Loan Documents by the Borrower conflicts with or will conflict with, or results or will result in any breach of, or constitutes a default under or contravention of, any Requirement of Law in any material respect, any of the Borrower's or any Borrower Related Parties' Organizational Documents or any Material Contract or Material License, or results or will result in the creation or imposition of any Liens upon any of the Borrower's Property except for Permitted Liens.

- (e) **Consent Respecting Loan Documents.** The Borrower and each of the Borrower Related Parties has obtained, made or taken all consents, approvals, authorizations, declarations, registrations, filings, notices and other actions whatsoever required (except for registrations or filings which may be required in respect of the Security Documents) to enable it to execute and deliver each of the Loan Documents to which it is a party and to consummate the transactions contemplated in the Loan Documents.

- (f) **Intellectual Property.**

- (i) The Borrower possesses, and shall continue to possess, and to the Borrower's knowledge each of the Borrower Related Parties possesses and shall continue to possess, adequate Intellectual Property to continue to conduct its respective business as heretofore conducted by it.

Except as disclosed in Schedule 7.1(f)

- (A) the Borrower has the right to use the Intellectual Property used in the conduct of the Business;
 - (B) to the knowledge of the Borrower, (i) the Intellectual Property used in the conduct of the Business and (ii) the Intellectual Property used by each of the Borrower Related Parties in the conduct of their respective business does not infringe upon or breach the intellectual property rights of any other Person;
 - (C) to the knowledge of the Borrower, there has been no unauthorized use or improper use by the Borrower or the Borrower Related Parties (or any Person granted rights to the Intellectual Property of the Borrower or the Borrower Related Parties by the Borrower or the Borrower Related Parties) of the trademarks held by the Borrower and the Borrower Related Parties which has affected or will affect the distinctiveness thereof or rights therein;
 - (D) to the knowledge of the Borrower, no Person is infringing or breaching any of the trademarks held by the Borrower or the Borrower Related Parties; and
 - (E) the Borrower has not, and to the knowledge of the Borrower, no Borrower Related Party has received any written notice challenging or threatening to challenge the Borrower or any Borrower Related Party, respecting the validity of, use of or ownership of their respective Intellectual Property, and to the knowledge of the Borrower, there are no facts upon which such a challenge could be made.
- (g) **Current and Prior Names.** The Borrower's current and prior names, trade-names and division names are described on Schedule 7.1(g).
- (h) **Corporate Structure.** The corporate structure of the Borrower and all of the Borrower Related Parties is as set out on 7.1(h). With respect thereto, as of the Closing Date, (i) the authorized capital of the Borrower is as provided in Schedule 7.1(h), of which the number of issued and outstanding shares at such time, together with the beneficial owners of the

shares of the Borrower that vote for the election of directors at such time, is provided for in Schedule 7.1(h), and (ii) no Person has an agreement or option or any other right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, including convertible securities, warrants or convertible obligations of any nature, for the purchase, subscription, allotment or issuance of any unissued Equity Interests in the capital of the Borrower except as provided in Schedule 7.1(h). Except as disclosed on Schedule 7.1(h), the Borrower is not engaged in any joint venture or partnership with any other Person, and Schedule 7.1(h) provides a correct description of all such partnerships and joint ventures.

- (i) **Judgments and Litigation.** Except as described in (i) Part I of Schedule 7.1(i), there are no actions, suits, counterclaims or proceedings which are pending or threatened against the Borrower or any Borrower Related Party which if adversely determined would reasonably be expected to have a Material Adverse Effect, and (ii) Part II of Schedule 7.1(i), neither the Borrower nor any Borrower Related Party is subject to any judgment, order, writ, injunction, decree or award, or to any restriction, rule or regulation (other than customary or ordinary course restrictions, rules and regulations consistent or similar with those imposed on other Persons engaged in similar businesses) which has not been stayed or of which enforcement has not been suspended which would reasonably be expected to have a Material Adverse Effect.
- (j) **Material Contracts and Licences.** Schedule 7.1(j) (as amended from time to time and updated in accordance with delivery of a Compliance Certificate pursuant to Section 8.2, accurately sets out all Material Contracts and Material Licences of the Borrower. A true and complete copy of each Material Contract of the Borrower and Material Licence of the Borrower existing at the Closing Date has been delivered to the Lender and each Material Contract of the Borrower and Material Licence of the Borrower is in full force and effect. No event has occurred and is continuing which would constitute a material breach of or a default under any Material Contract of the Borrower or any of the Borrower Related Parties or any Material Licence of the Borrower or any of the Borrower Related Parties.
- (k) **No Liens.** No security agreement, financing statement or analogous instrument exists as at the Closing Date with respect to any of the Collateral other than any security agreement, financing statement or analogous instrument evidencing Permitted Liens.
- (l) **Security.** The Security constitutes a valid and perfected security interest and floating charge on the Property of the Borrower subject only to the Permitted Liens.
- (m) **Title to Collateral.** The Borrower has good and valid title of all Collateral, free from all Liens, whether voluntarily or involuntarily created and whether or not perfected, other than Permitted Liens and, as of the Closing Date, no Person has any agreement or right to acquire an interest in such assets other than pursuant to a Permitted Disposition.
- (n) **Financial Information.** All of the monthly, quarterly and annual Financial Statements which have been furnished to the Lender, in connection with this Agreement are complete in all material respects and such Financial Statements fairly present the results of operations and financial position of, as the case may be, the Borrower, or the Borrower Related Party or Portfolio Group to which such Financial Statements relate, as of the dates referred to therein and except as stated therein have been prepared in accordance with GAAP. All other financial information (including, without limitation, the Annual Business Plan) provided to the Lender are complete in all material respects and based on

reasonable assumptions and expectations and prepared in good faith. From the date of the latest of such Financial Statements submitted to the Lender which are audited, no event has occurred which has or would reasonably be expected, either individually or in the aggregate, to have a Material Adverse Effect.

- (o) **Permitted Debt.** As of the Closing Date, the Borrower is not obligated, whether directly or indirectly, for any Debt other than the Permitted Debt.
- (p) **Taxes.** Each of the Borrower and the Borrower Related Parties has duly and timely filed all Tax returns required to be filed by it and has paid or made adequate provision for the payment (in accordance with GAAP) of all Taxes levied on its Property or income which are showing therein as due and payable, including interest and penalties, or has accrued such amounts in its Financial Statements for the payment of such Taxes except for Taxes which are not material in amount or which are not delinquent or if delinquent are being contested, and there is no material action (except, after the date of this Agreement, as is disclosed to the Lender in writing), suit, proceeding, investigation, audit or claim now pending, or to its knowledge, threatened by any Governmental Authority regarding any Taxes nor has the Borrower or any other Borrower Related Party agreed to waive or extend any statute of limitations with respect to the payment or collection of Taxes.
- (q) **Full Disclosure.** All information provided or to be provided to the Lender by or on behalf of the Borrower and the Borrower Related Parties in connection with the Loan is, to the Borrower's knowledge, true and correct in all material respects and none of the documentation furnished to the Lender by or on behalf of it, to the Borrower's knowledge, omits or will omit as of such time, a material fact necessary to make the statements contained therein not misleading in any material way, and all expressions of expectation, intention, belief and opinion contained therein were honestly made on reasonable grounds (and any other Person who furnished such material on behalf of it).
- (r) **Insolvency.** Neither the Borrower nor any Borrower Related Party, nor any of their predecessors where applicable (i) has committed any act of bankruptcy, (ii) is insolvent, or has proposed, or given notice of its intention to propose, a compromise or arrangement to its creditors generally, or (iii) has any petition for a receiving order in bankruptcy filed against it, made a voluntary assignment in bankruptcy, taken any proceeding with respect to any compromise or arrangement, taken any proceeding to have itself declared bankrupt or wound-up, or taken any proceeding to have a receiver appointed of any part of its Property.
- (s) **Non-Arm's Length Transactions.** All agreements, arrangements or transactions between the Borrower, on the one hand, and any Associate of, Affiliate of or other Person not dealing at Arm's Length with the Borrower, on the other hand, in an amount exceeding the Threshold Amount in the aggregate in existence at the Closing Date are set forth on Schedule 7.1(s).
- (t) **Location of Collateral.** As of the Closing Date, the offices where the Borrower keeps its books, records and accounts (or copies thereof) concerning the Collateral, the Borrower's principal place of business and all of the Borrower's other places of business generating gross revenue in any Fiscal Year in excess of Threshold Amount and locations storing Collateral, with a fair market value in excess of Threshold Amount in the aggregate are as set forth in Schedule 7.1(t).

- (u) **Owned Real Property.** A list of each the Borrower's owned real property as of the Closing Date is as set forth in Schedule 7.1(u). The Borrower has good and valid title to the owned real property listed in Schedule 7.1(u) hereto, subject only to Permitted Liens and to minor defects of title which in the aggregate do not materially affect its rights of ownership therein or the value thereof or to which the Lender has consented to in writing.
- (v) **Leased Real Property.** A list of the Borrower's leased real property as of the Closing Date is as set forth in Schedule 7.1(v).
- (w) **Environmental Laws.** The Borrower has, and to the knowledge of the Borrower, each of the Borrower Related Parties has, complied with all Environmental Laws applicable to the construction and operation of its respective Properties and businesses, except where any non-compliance would not have or could not reasonably be expected to have a Material Adverse Effect; to the knowledge of the Borrower, neither the Borrower nor any of the Borrower Related Parties has any material contingent liability with respect to non-compliance with Environmental Laws or the generation, handling, use, storage, or disposal of Materials of Environmental Concern; and, without limiting the generality of the foregoing, except as would not have or could not reasonably be expected to have a Material Adverse Effect:
 - (i) neither the Borrower nor to the knowledge of the Borrower any of the Borrower Related Parties has received any Action Request, Violation Notice, summons, complaint, order or other notice that it is not in compliance with, or that any Governmental Authority is investigating its compliance with, Environmental Laws;
 - (ii) neither the Borrower nor to the knowledge of the Borrower any of the Borrower Related Parties has knowledge or reason to believe that operations or any Property of or occupied by such Person or in such Person's charge, management or control are not in compliance with all applicable Environmental Laws and each of its Properties is free:
 - (A) from contamination by, and there has not been thereon a release, discharge or emission of, any Materials of Environmental Concern which is prohibited, controlled or regulated under any Environmental Law; and
 - (B) of underground storage tanks, landfills, land disposals and dumps;
 - (iii) neither the Borrower nor to the knowledge of the Borrower any of the Borrower Related Parties, nor to the knowledge of the Borrower any predecessor of such Persons, have filed any notice, or received notice, under any Applicable Law, including any Environmental Law, indicating past or present treatment, storage or disposal of a Material of Environmental Concern or reporting any spill or release of a Material of Environmental Concern into the environment;
 - (iv) neither the Borrower nor to the knowledge of the Borrower any of the Borrower Related Parties has any contingent liability of which such Person has knowledge or reasonably should have knowledge in connection with any release of any Material of Environmental Concern;

- (v) neither the Borrower nor to the knowledge of the Borrower any of the Borrower Related Parties generates, transports, treats or disposes of any Material of Environmental Concern in any manner which is not in compliance with all applicable Environmental Laws; and
 - (vi) to the knowledge of the Borrower, no Person has disposed of any Material of Environmental Concern by placing it in or on the ground of any of the Borrower's or the Borrower Related Parties' real properties or premises leased by any of the Borrower or the Borrower Related Parties.
- (x) **Labour Matters.**
- (i) There is no collective bargaining agreement or other labour contract covering employees of the Borrower;
 - (ii) there is no pending or, to the best of its knowledge, threatened strike, work stoppage, material unfair labour practice claims, or other material labour dispute against or affecting the Borrower or to the knowledge of the Borrower any of the Borrower Related Parties or its respective employees which could reasonably be expected to have a Material Adverse Effect;
 - (iii) there are no controversies pending or threatened between the Borrower or to the knowledge of the Borrower any of the Borrower Related Parties and any of its respective employees, other than employee grievances arising in the ordinary course of business which would not have or could not reasonably be expected to have a Material Adverse Effect; and
 - (iv) the Borrower and to the knowledge of the Borrower each of the Borrower Related Parties is in compliance in all material respects with all Applicable Laws respecting employment and employment terms, conditions and practices, except where the failure to so comply would not have or could not reasonably be expected to have a Material Adverse Effect.
- (y) **Welfare Plans and Pension Plans.** The Borrower and to the knowledge of the Borrower each of the Borrower Related Parties has adopted all Welfare Plans required by Applicable Laws and each of such plans has been maintained and the Borrower and to the knowledge of the Borrower each of the Borrower Related Parties is in compliance with such laws in all material respects, including, without limitation, all requirements relating to employee participation, funding, investment of funds, benefits and transactions with such Persons and Persons related to them. Except as disclosed on Schedule 7.1(y) neither the Borrower nor any Subsidiary sponsors or maintains or is obliged to contribute to a Pension Plan that is a defined benefit plan. With respect to any Pension Plan adopted or to which the Borrower or any Subsidiary may become obliged to contribute, no failure to remit contributions (other than immaterial amounts) has occurred with respect to any such Pension Plan, that is sufficient to give rise to a Lien under any Applicable Laws of any jurisdiction (other than a Permitted Lien), and no condition exists and no event or transaction has occurred with respect to any such Pension Plan which could result in the incurrence by the Borrower or any Subsidiary of any material liability, fine or penalty. Each Pension Plan of the Borrower and the Subsidiaries is in compliance in all material respects with all Applicable Laws pertaining to pension benefits and Tax laws, (i) all contributions (including employee contributions made by authorized payroll deductions

or other withholdings) required to be made to the appropriate funding agency in accordance with all Applicable Laws and the terms of such Pension Plan have been made in accordance with all Applicable Laws and the terms of such Pension Plan, except for amounts which are immaterial, (ii) all liabilities under such Pension Plan are fully funded, on a going concern and solvency basis, in accordance with the terms of the respective Pension Plans, the requirements of applicable pension benefits laws and of applicable regulatory authorities and the most recent actuarial report filed with respect to the Pension Plan.

No event has occurred and no conditions exist with respect to any such Pension Plan that has resulted or could reasonably be expected to result in such Pension Plan having its registration revoked or refused for the purposes of any applicable pension benefits or Tax laws or being placed under the administration of any relevant pension benefits regulatory authority or being required to pay any Taxes or penalties under any applicable pension benefits or Tax laws.

- (z) **Computer Software.** The Borrower and, to the knowledge of the Borrower, each of the Borrower Related Parties owns or has licensed for use or otherwise has the right to use all of the material software necessary to conduct its respective businesses. All computer equipment owned or used by the Borrower and, to the knowledge of the Borrower, each of the Borrower Related Parties and necessary for the conduct of its respective business has been properly maintained and is in good working order for the purposes of on-going operation, subject to ordinary wear and tear for computer equipment of comparable age.
- (aa) **Insurance.** The Borrower and, to the knowledge of the Borrower, each of the Borrower Related Parties has maintained and maintains insurance which is in full force and effect that complies with all of the requirements of this Agreement. Schedule 7.1(aa) lists all existing insurance policies maintained by the Borrower as of the Closing Date.
- (bb) **No Material Adverse Effect.** No event has occurred which has had or could reasonably be expected to have a Material Adverse Effect.
- (cc) **No Pending Event of Default or Event of Default.** No Pending Event of Default or Event of Default has occurred and is continuing.
- (dd) **Bank Accounts and Security Accounts.** A list of the Borrower's bank accounts and Securities Accounts as of the Closing Date are set forth in Schedule 7.1(dd).
- (ee) **Untrue Statements.** None of the foregoing representations and warranties and no document furnished by or on behalf of the Borrower to the Lender in connection with the negotiation of the transactions contemplated by this Agreement contain any untrue statement of a material fact or omit to state any material fact necessary to make any such statement or representation (taken as a whole) not materially misleading at such time in light of the circumstances under which such information or data was furnished.

7.2 Survival of Representations and Warranties.

The Borrower represents, warrants and covenants that all representations, warranties and covenants contained in this Agreement (whether appearing in Article 7 or elsewhere) shall be true, correct and complete at the time of the Borrower's execution of this Agreement, shall survive the execution, delivery and acceptance hereof by the parties hereto and the closing of the transactions described herein or related

hereto, shall, except for representations and warranties that relate solely to an earlier date, remain true, correct and complete until the indefeasible repayment and performance in full of all of the Obligations and termination of this Agreement.

ARTICLE 8 – SCHEDULES AND REPORTS

8.1 Financial Information.

The Borrower shall deliver to the Lender the following financial information:

- (a) no later than ninety (90) days after the end of each Fiscal Year of the Borrower concluding in 2019 and thereafter, copies of both Consolidated and Unconsolidated Financial Statements, on an audited basis, for the Borrowers and each of the Subsidiaries;
- (b) no later than ninety (90) days after the end of each Fiscal Year of the Borrower concluding in 2019 and thereafter, calculations of the Portfolio EBITDA as defined in Section 3.3(b), accompanied by the working papers necessary to support such calculations, and a comfort letter of the Auditor stating that such calculations have been made in accordance with this Agreement and properly reflect the financial information of the Portfolio Companies and the Borrower included therein (the "**EBITDA Report**"), provided that the Lender shall be responsible for all of its own costs, fees and expenses incurred by the Lender in its review and verification of the EBITDA Report;
- (c) no later than thirty (30) days after the end of each Fiscal Quarter, copies of internally prepared Consolidated and Unconsolidated year to date Financial Statements of the Borrower;
- (d) no later than thirty (30) days after the end of each calendar month, copies of internally prepared Combined Financial Statements for each of the Portfolio Groups;
- (e) a Compliance Certificate completed and duly executed by the President of the Borrower, accompanying the quarterly Financial Statements of the Borrower;
- (f) no later than thirty (30) days prior to the commencement of each Fiscal Year of the Borrower, a copy of the Annual Business Plan (in form and substance satisfactory to the Lender, acting reasonably) approved by the directors of the Borrower; and
- (g) any further information, data, financial reports and records, accounting or banking statements, certificates, evidence of insurance and other assurances which the Lender may require from time to time, acting reasonably.

8.2 Compliance Certificate.

With each financial statement delivered pursuant to Sections 8.1(a) and 8.1(c), the Borrower shall deliver to the Lender a Compliance Certificate.

8.3 Other Matters.

At such times as may be reasonably requested by the Lender in writing from time to time hereafter, the Borrower shall deliver to the Lender such additional schedules, certificates, reports and information with respect to the Collateral as the Lender may from time to time reasonably require. All schedules,

certificates, reports and assignments and other items delivered by the Borrower to the Lender hereunder shall be executed by an authorized representative of the Borrower, and shall be in such form and contain such information as the Lender shall reasonably request. The Lender, through its officers, employees or agents, shall have the right, upon reasonable notice at any time and from time to time, in the Lender's name, in the name of a nominee of the Lender or in an Obligor's name, to verify the validity, amount or any other matter relating to any of the Collateral, by mail, telephone, telegraph or otherwise. Subject to the limitations set out in Section 8.1(b), the Borrower shall reimburse the Lender, on demand, for all reasonable receipted costs, fees and expenses incurred by the Lender in this regard.

ARTICLE 9 – COVENANTS

9.1 Covenants.

Until indefeasible payment and performance in full of all Obligations and termination of this Agreement, unless the Borrower obtains the prior written consent of the Lender waiving or modifying any covenants hereunder in any specific instance, the Borrower shall and shall cause each of the Borrower Related Parties, as applicable, to the extent within the Borrower's control, to:

- (a) **Timely Payment.** Make due and timely payment of the Obligations required to be paid by it hereunder.
- (b) **Conduct of Business, Maintenance of Existence, Compliance with Laws.** Carry on and conduct its business and operations in a proper, efficient and businesslike manner, in accordance with good business practice except for non-compliance which would not have a Material Adverse Effect; preserve, renew and keep in full force and effect its existence; and take all reasonable action to maintain all rights, privileges and franchises necessary or desirable in the normal conduct of its business and to comply in all material respects with all Material Contracts, Material Licences, and Requirements of Law.
- (c) **Further Assurances.** Provide the Lender with such other documents, opinions, consents, acknowledgements and agreements as are reasonably necessary to implement this Agreement and the other Loan Documents from time to time.
- (d) **Access to Information.** Promptly provide the Lender with all information reasonably requested by the Lender from time to time concerning its financial condition and Property, and during normal business hours and from time to time upon reasonable notice, permit representatives of the Lender to inspect any of its Property and to examine and take extracts from its minute books, financial books, accounts and records including but not limited to accounts and records stored in computer data banks and computer software systems, and to discuss its financial affairs, its business or any part of its Property with its Senior Officers and (in the presence of such of its representatives as it may designate) the Auditor. Provided that a Pending Event of Default or if an Event of Default is then continuing (or the Lender reasonably expects that is the case), the Borrower will pay all reasonable expenses incurred by such representatives in order to visit a Borrower Related Party's premises or attend at the Borrower and each of the Borrower Related Party's principal office, as applicable, for such purposes.
- (e) **Obligations and Taxes.** Pay or discharge or cause to be paid or discharged, before the same shall become delinquent (i) all Taxes imposed upon it or upon its income or profits or in respect of its business or Property and file all tax returns in respect thereof; (ii) all lawful claims for labour, materials and supplies; (iii) in the case of the Borrower all

required payments under any of its Permitted Debt, and (iv) all other obligations; provided, however that it shall not be required to pay or discharge or to cause to be paid or discharged any such amount so long as the validity or amount thereof shall be contested in good faith by appropriate proceedings and, in the case of clause (i) above, an adequate reserve in accordance with GAAP has been established in its books and records.

- (f) **Use of Loan.** Use the proceeds of the Advance only as contemplated in Section 2.3.
- (g) **Insurance.** Maintain or cause to be maintained with reputable insurers coverage against risk of loss or damage to its Property (including public liability and damage to property of third parties) and business interruption insurance of such types as is customary for and would be maintained by a corporation with an established reputation engaged in the same or similar business in similar locations and provide to the Lender, as requested (acting reasonably), evidence of such coverage. The Borrower shall, prior to the expiry or replacement of any insurance policy, notify the Lender of the replacement and at the Lender's request send copies of all replacement policies to the Lender. Without limiting the generality of the foregoing, the Borrower shall maintain in effect all insurance coverage reasonable and prudent for a business similar to the Business conducted in similar locations.
- (h) **Notice of Pending Event of Default or Event of Default.** Promptly upon a Senior Officer of the Borrower having knowledge thereof and, in any event within two (2) Business Days, notify the Lender of any Pending Event of Default or Event of Default that would apply to it or to any Obligor of which it becomes aware of along with the action to be taken by the Borrower to remedy any such Pending Event of Default or Event of Default.
- (i) **Notice of Material Adverse Effect.** Promptly upon a Senior Officer of the Borrower having knowledge thereof, notify the Lender of any Material Adverse Effect of which it becomes aware.
- (j) **Notice of Litigation.** Promptly notify the Lender on becoming aware of the occurrence of any litigation, dispute, arbitration, proceeding or other circumstance affecting the Borrower or any of the Borrower Related Parties the result of which if determined adversely would or could reasonably be expected to result in (a) a judgment or award against it in excess of \$250,000 or (b) a Material Adverse Effect, and from time to time provide the Lender with all reasonable information requested by it in writing concerning the status of any such proceeding.
- (k) **Other Notices.** Promptly, upon having knowledge, give notice to the Lender of:
 - (i) any notice of expropriation affecting the Borrower or any Borrower Related Party;
 - (ii) any Action Request or Violation Notice affecting the Borrower or any Borrower Related Party (if in the case of a Borrower Related Party the subject matter of such Action Request or Violation Notice could reasonably be expected to result in a Material Adverse Effect);
 - (iii) any violation of any Applicable Law which does or may reasonably be expected to have a Material Adverse Effect;

- (iv) any default under any Debt in a principal amount greater than the Threshold Amount of an Obligor;
 - (v) any default resulting in a termination of a Material Contract or a Material License;
 - (vi) any damage to or destruction of any Property of any Obligor having a replacement cost in excess of the Threshold Amount;
 - (vii) the acquisition of any material real property by an Obligor;
 - (viii) the receipt of insurance proceeds by any Obligor in excess of the Threshold Amount;
 - (ix) any Lien registered against any Property of any Obligor, other than a Permitted Lien;
 - (x) the occurrence of any event referred to in Section 7.1(x);
 - (xi) any entering into of a Material Contract or Material License; and
 - (xii) any material adverse change in, or material adverse amendment to, a Material Contract or Material License.
- (l) **Environmental Compliance.** Operate its business in compliance with Requirement of Laws in respect of Environmental Laws and operate all Property owned, leased or otherwise used by it such that no obligation, including a clean-up or remedial obligation, will arise under any Requirements of Law in respect of Environmental Law; provided, however, that if any such claim is made or any such obligation arises, the Borrower or applicable Borrower Related Party, as the case may be, shall promptly satisfy, address or contest such claim or obligation at its own cost and expense.
- (m) **Security.** With respect to the Security:
- (i) provide to the Lender the Security required from time to time pursuant to Article 6 in accordance with the provisions of such Article, accompanied by supporting resolutions, certificates and opinions in form and substance satisfactory to the Lender; and
 - (ii) do, execute and deliver all such things, documents, agreements and assurances as may from time to time be requested by the Lender to ensure that the Lender holds at all times valid, enforceable, perfected Security as contemplated by Article 6, subject to the qualifications described therein (including, subject to Permitted Liens).
- (n) **Maintenance of Property.** Keep all Property useful and necessary in its business in good working order and condition, normal wear and tear excepted, and maintain all Intellectual Property necessary to carry on its business.

- (o) **Employee Benefit and Welfare Plans.** Maintain all employee benefit, Pension Plans and Welfare Plans relating to its business in compliance with all Applicable Laws except for immaterial non-compliance.
- (p) **Material Contracts and Material Licences.** At the request of the Lender from time to time, provide to the Lender certified copies of all Material Contracts and Material Licences.
- (q) **Books and Records.** At all times keep accurate and complete books, records and accounts with respect to all of its business activities, in accordance with sound accounting practices and, where applicable, GAAP consistently applied, and shall keep such books, records and accounts of the Borrower, and any copies thereof, only at the addresses indicated for such purpose on Schedule 7.1(t).
- (r) **Additional Real Estate.** In the event that an Obligor owns, or following the Closing Date acquires, any owned real estate with a value in excess of the Threshold Amount or any leased property that is material to the operation of the Business and such real estate has not otherwise been made subject to a Lien of the Security, then such Obligor shall, upon the request of the Lender, and to the extent commercially feasible, having regard to the nature of the business of the Borrower, provide security in respect of such additional property or beneficial owner thereof, provided same is permitted by any applicable bona fide third party mortgage lender and which security, in any event, shall be subordinated to any construction financing in respect of such newly acquired real estate.
- (s) **Quarterly Meetings.** Schedule a meeting between the Lender and the management of the Borrower once each Fiscal Quarter during the life of the Loan (at a mutually agreed upon time and place) to discuss the Borrower and its Business including, without limitation, the Borrower's operations, finances and strategic plans.
- (t) **Financial Covenants.**
 - (i) Fixed Charge Coverage Ratio. The Borrower shall maintain a Fixed Charge Coverage Ratio for each Fiscal Quarter of not less than 1.20x for the period starting on the Closing Date and thereafter.
 - (ii) EBITDA Concentration. The Borrower shall ensure that for the trailing 12 month period of each Fiscal Quarter starting on the Closing Date and thereafter, that the Borrower's share of no single Portfolio Group exceeds 50% of the Borrower's share of the aggregate EBITDA of all of the Portfolio Groups.

The above financial covenants shall be tested and calculated quarterly.

9.2 Negative Covenants.

So long as this Agreement is in force and except as otherwise permitted by the prior written consent of the Lender, which consent shall not be unreasonably withheld, the Borrower shall not and shall ensure that the Obligors shall not:

- (a) **Disposition of Property.** Except for Permitted Dispositions, Dispose of, or permit any Borrower Related Party to dispose of, in one transaction or a series of transactions, all or

any part of its Property (including, without limitation, Intellectual Property), whether now owned or hereafter acquired.

- (b) **No Consolidation, Amalgamation, etc.** Consolidate, amalgamate or merge, or permit any Borrower Related Party to consolidate, amalgamate or merge, with any other Person other than an Obligor, continue a corporation into a jurisdiction outside of Canada or the United States, enter into any corporate reorganization or other transaction intended to effect or otherwise permit a change in its existing corporate or capital structure, liquidate, wind-up or dissolve itself, or permit any liquidation, winding-up or dissolution unless prior written approval has been received by the Lender and such documentation as is required by counsel to the Lender is delivered concurrently with such transaction.
- (c) **No Change of Name.** Change its name, adopt a French form of name or change its jurisdiction of incorporation or formation in each case without providing the Lender with fifteen (15) days' prior written notice thereof.
- (d) **No Debt.** Create, incur, assume or permit any Debt to remain outstanding, other than Permitted Debt or permit any Portfolio Group to increase the aggregate amount of Debt (including in the case of a revolving debt facility, the maximum amount available for draw thereunder) beyond the aggregate amounts of Debt owing or available to such Portfolio Group on the date hereof.
- (e) **Operating Leases.** Create, incur, assume or permit obligations outstanding in respect of operating leases (which, for greater certainty, does not include leases of real property) such that the aggregate annual payments due on such leases for all Obligors exceeds the Threshold Amount.
- (f) **No Investments.** Make any Investment, directly or indirectly, except a Permitted Cash Investment. Permit any Portfolio Company to make any Investment except for a Permitted Cash Investment or an investment in any Portfolio Company.
- (g) **No Financial Assistance.** Give any Financial Assistance to any Person, other than in respect of Permitted Debt.
- (h) **No Distributions.** Make any Distribution, other than Permitted Distributions.
- (i) **No Lien.** Create, incur, assume or permit to exist any Lien upon any of its Property except a Permitted Lien.
- (j) **Acquisitions.** Make or permit any Borrower Related Party to make any Acquisition other than a Permitted Portfolio Acquisition;
- (k) **No Change to Year End.** Make or permit any Borrower Related Party to make any change to its Fiscal Year.
- (l) **No Change to Business.** Carry on any business other than the Business or permit any Borrower Related Party to carry on any business that is substantially different than the business carried on as of the date of this Agreement.
- (m) **Location of Assets in Other Jurisdictions.** Except for any Property in transit in the ordinary course of business, acquire any Property outside of the jurisdictions identified in

Schedule 7.1(t) or move any Property from one jurisdiction to another jurisdiction where the movement of such Property would cause the Lien of the Security over such Property to cease to be perfected under Applicable Law, or suffer or permit in any other manner any of its Property to not be subject to the Lien of the Security or to be or become located in a jurisdiction as a result of which the Lien of Security over such Property is not perfected, unless (i) the Obligor has first given thirty (30) days' prior written notice thereof to the Lender, and (ii) the applicable Obligor has first executed and delivered to the Lender all Security and all financing or registration statements in form and substance satisfactory to the Lender which the Lender or its counsel, acting reasonably, from time to time deem necessary or advisable to ensure that the Security at all times constitutes a perfected Lien (subject only to Permitted Liens) over such Property notwithstanding the movement or location of such Property as aforesaid together with such supporting certificates, resolutions, opinions and other documents as the Lender may deem necessary or desirable in connection with such security and registrations.

- (n) **Amendments to Organizational Documents.** Amend any of its Organizational Documents in a manner that would be materially prejudicial to the interests of the Lender under the Loan Documents, or effect any consolidation, re-designation or merger of its outstanding Equity Interests.
- (o) **Amendments to other Documents.** Amend, vary or alter any Material Contract or Material Licence in a manner that could reasonably be expected to have a Material Adverse Effect.
- (p) **Non-Arm's Length Transactions.** Effect or permit any Obligor to effect any transactions with any Person (other than an Obligor) or permit any Portfolio Company to effect with any Person (other than another Portfolio Company in the same Portfolio Group) not dealing at Arm's Length with the transacting Person unless such transaction is on market terms and consistent with transactions with Persons at Arm's Length and unless such transaction is first approved by the Lender in writing, or materially amend the agreements and arrangements listed in Schedule 7.1(s).
- (q) **Sale and Leaseback.** Enter into any arrangement with any Person providing for the leasing by any Obligor, as lessee, of Property which has been or is to be sold or transferred by such Obligor to such Person or to any other Person to whom funds have been or are to be advanced by such Person on the security of such Property or the lease obligation of any Obligor.
- (r) **Employee Loans.** Make any loans or advances to an employee of an Obligor other than loans in an aggregate amount not to exceed the Threshold Amount at any time; provided that such loans are used to purchase Equity Interests in such Obligor and, at the time of the loan, no Pending Event of Default or Event of Default exists.
- (s) **Auditor.** Change or permit any Borrower Related Party to change its Auditor except where the replacement auditor is consented to by the Lender, not to be unreasonably withheld.
- (t) **Capital Expenditures.** Without the prior written consent of the Lender, make any Capital Expenditures aggregating in excess of 115% of the pre-approved budget for Capital Expenditures included in the Annual Business Plan for such Fiscal Year, which

shall not be cumulative from year to year unless previously approved in writing by the Lender.

- (u) **Compensation.** Make any material changes to employee or management compensation practices other than changes which are customary and reasonable in a business similar to the Business.
- (v) **Portfolio Groups.** Permit any Borrower Related Party to issue any Equity Interest to any Person, if after giving effect to such issuance of such Equity Interest the Borrower shall no longer control such Borrower Related Party.

9.3 Changes to Portfolio Companies and Portfolio Groups as a result of Acquisitions, Investments and Dispositions

Without in any way limiting the obligation of the Borrower to obtain the consent of the Lender in respect of any Acquisition or Investment not expressly permitted by this Agreement, if the Borrower or any Portfolio Group shall make any Acquisition or any Investment or Disposition that results in a change to the Borrower's proportionate share in a Portfolio Group, then:

- (a) the Borrower shall promptly notify the Lender of the completion of such Acquisition, Investment or Disposition and shall provide the following additional information:
 - (i) in the case of an Acquisition:
 - (A) the name of the Person or group of Persons so acquired and (i) if such Person or group of Persons are acquired by a member of an existing Portfolio Group, the name of such Portfolio Group or (ii) if not so acquired by an existing Portfolio Group, then the name of the new "Portfolio Group" to be created for purposes of this Agreement that is given to such Person;
 - (B) the Borrower's interest in the Portfolio Group subject such Acquisition and the Borrower's share of the EBIDTA of such Portfolio Group after giving effect to such Acquisition;
 - (C) the most recently available financial statements of the Person so acquired, or Combined financial statements in the case of a group of Persons so acquired; and
 - (D) such other information as the Lender may reasonably require.
 - (ii) in the case of an Investment in or Disposition of any interest in a Portfolio Group:
 - (A) the name of the Portfolio Group subject to, as well as a general description of the nature of, such Investment or Disposition;
 - (B) the change in the Borrower's interest in the Portfolio Group and the Borrower's share of the EBITDA of such Portfolio Group after giving effect to such Investment or Disposition; and

- (C) such other information as the Lender may reasonably require.
- (b) The Lender and the Borrower shall execute a replacement Schedule 1.1(eeee) giving effect to any changes in the Portfolio Companies and Portfolio Groups as a result of any Acquisition, Investment or Disposition required. Notwithstanding the timing of execution of any replacement Schedule 1.1(eeee), inclusion of the Persons or groups of Persons to be added as Portfolio Companies or Portfolio Groups, or any changes require the existing Portfolio Groups or Portfolio Companies or the Borrower's share therein, as the case may be, shall occur with retroactive effect as of the effective date of the transactions giving rise to such additions or changes.

9.4 Entitled to Perform Covenants.

If the Borrower fails to perform any covenant contained in this Article 9, or in any other provision hereof or of any of the other Loan Documents, and if such failure to perform is not cured within the applicable cure period set out in Article 11, the Lender may perform in any manner deemed fit by it without thereby waiving any rights to enforce this Agreement or the other Loan Documents, any such covenant capable of being performed by it and if any such covenant requires the payment of money, the Lender may make such payments. All sums so expended by the Lender shall be deemed to form part of the Obligations, shall bear interest at the same rate as the Loan and shall be payable by the Borrower on demand.

ARTICLE 10 – CONDITIONS PRECEDENT

10.1 Conditions Precedent to Advance.

The obligations of the Lender to fund the Loan is subject to the satisfaction or waiver on or before the Closing Date of the following conditions precedent (in form and substance satisfactory to the Lender):

- (a) **No Event of Default:** No Pending Event of Default or Event of Default shall have occurred or is continuing or would reasonably be expected to result from making the Advance and the Lender shall have received a certificate of a Senior Officer of the Borrower certifying the same;
- (b) **Representations and Warranties:** The representations and warranties made by the Borrower and applicable Obligors in the Loan Documents shall be true and correct in all material respects and no Material Adverse Effect has occurred, and the Lender shall have received a certificate from a Senior Officer of the Borrower certifying the same;
- (c) **Receipt of Documentation:** the Lender shall have received the following, in form and substance satisfactory to the Lender and Lender's counsel, acting reasonably:
 - (i) each of this Agreement, the Security Documents, and all other Loan Documents executed by all parties thereto;
 - (ii) a certificate of status or comparable document in respect of the Borrower, issued under the laws of its jurisdiction of incorporation, amalgamation or formation;
 - (iii) a certificate of a Senior Officer of the Borrower as of the Closing Date containing:

- (A) a copy of the constating documents of the Borrower as of the Closing Date, certified by such Senior Officer;
 - (B) copies of all shareholder agreements and partnership agreements, if any, applicable to the Borrower, certified by the Borrower to be true;
 - (C) a certified copy of a directors resolution of the Borrower with respect to the authorization, execution and delivery of Loan Documents to which it is a party, certified by such Senior Officer;
 - (D) a certificate of such Senior Officer setting forth specimen signatures of the individuals who will be executing the Loan Documents on behalf of the Borrower;
 - (E) the chief executive office and registered office address of the Borrower; and
 - (F) such other information as the Lender or Lender's counsel may reasonably require;
- (iv) a Compliance Certificate, dated as of the Closing Date, completed and duly executed by the President of the Borrower;
 - (v) all filings, registrations and recordations shall have been made to perfect the Security in all relevant jurisdictions reasonably required by the Lender, including without limitation, under the PPSA;
 - (vi) a currently dated letter of opinion of counsel of the Borrower as to, among other things, the due execution, delivery and enforceability of the Security Documents and all other Loan Documents, in a form and substance satisfactory to the Lender's counsel;
 - (vii) the Borrower shall be in compliance in all material respects with all (if any) Material Contracts and Material Licences to the satisfaction of the Lender and copies of all Material Contracts and Material Licences if any, applicable to the Borrower, certified by the Borrower to be true, shall have been delivered to the Lender;
 - (viii) evidence of repayment in full of all Debt that is not Permitted Debt owing by the Borrower to any third party lenders to the Borrower concurrent with the Advance shall have been delivered to the Lender;
 - (ix) evidence that all necessary or required consents or approvals of any Governmental Authority or other Person in connection with the delivery of the Loan Documents have been obtained;
 - (x) releases, discharges, estoppels and postponements with respect to all Liens which are not Permitted Liens, if any, shall have been delivered to the Lender or applicable solicitors' undertakings to obtain and register same coupled with the appropriate mortgage discharge statements; and

- (xi) such other documents and documentation which the Lender may reasonably request;
- (d) **Fees:** The Lender shall have received payment of all amounts and fees payable to the Lender, including, without limitation, the Cash Fee payable pursuant to Section 4.5 and all reasonable fees of counsel to the Lender (including local counsel);
- (e) **Material Adverse Effect:** As of the Closing Date, no Material Adverse Effect has occurred except as disclosed in writing to the Lender and a Senior Officer of the Borrower shall have certified the same to the Lender;
- (f) **Other:**
 - (i) the Lender shall have completed all due diligence which it considers necessary or appropriate in its discretion in regard to the Borrower and its Property, books and records, operations, prospects and condition (financial or otherwise), including, without limitation, in regards to past and ongoing compliance with Applicable Laws (including Environmental Laws), union and labour relations and pension matters;
 - (ii) all covenants required hereunder shall be performed, kept or observed in a manner satisfactory to the Lender;
 - (iii) the Lender shall be satisfied that there exists no material litigation against the Borrower or the Borrower Related Parties;
 - (iv) the Lender shall be satisfied that all information provided to the Lender from the Borrower in connection with the negotiation of the transactions contemplated by this Agreement is neither false nor misleading; and
 - (v) the Lender shall have received such additional evidence, documents or undertakings as the Lender shall reasonably request to establish the consummation of the transactions contemplated hereby and be satisfied, acting reasonably, as to the taking of all proceedings in connection herewith in compliance with the conditions set forth in this Agreement.

ARTICLE 11 – EVENTS OF DEFAULT

11.1 Events of Default.

The occurrence of any one or more of the following events shall constitute an "**Event of Default**" hereunder:

- (a) the failure of the Borrower to pay any principal hereunder when due; or
- (b) the failure of the Borrower to pay any interest, fees or other Obligations (other than principal hereunder but for greater certainty including amounts that may become payable under Section 3.2, 3.3 or 3.4 under the Loan Documents when due, which failure continues unremedied for three (3) Business Days; or

- (c) the failure of any Obligor, as applicable, to perform, keep or observe any of the covenants contained in this Agreement (other than as described in Sections 11.1(a)-(b) and 11.1(d)-(t)) or in any of the Loan Documents, in each case, provided that if such non-compliance is capable of remedy within thirty (30) days of such Obligor becoming aware of its occurrence and such Obligor diligently attempts to remedy such non-compliance and continually informs the Lender of its efforts in this regard, and such non-compliance is remedied within such period, then such non-compliance shall be deemed not to constitute an Event of Default; or
- (d) the failure of the Borrower to be in compliance with any of the financial covenants set forth in Section 9.1(t); or
- (e) the making or furnishing by the Borrower or any director or officer thereof to the Lender of any representation, warranty, certificate, schedule, report or other communication of a material nature within or in connection with this Agreement or the Loan Documents, which is untrue or misleading in any material respect when made; provided that, no Event of Default under this Section 11.1(e) will occur if such representation, warranty or other communication was not intentionally untrue or misleading, is capable of being corrected within thirty (30) days of being made and is diligently corrected within such thirty (30)-day period; or
- (f) except as otherwise permitted herein, if any Obligor ceases or threatens to cease to carry on business generally or admits its inability or fails to pay its debts generally; or
- (g) if any Obligor denies its obligations under any Loan Document or claims any of the Loan Documents to be invalid or withdrawn in whole or in part; or
- (h) any of the Loan Documents or any material provision of any of them becomes unenforceable, unlawful or is changed by virtue of legislation or by a court, statutory board or commission, in each case in a manner that is materially adverse to the Lender, if any Obligor does not, within fifteen (15) days of receipt of notice of such Loan Document or material provision becoming unenforceable, unlawful or being changed and being provided with any required new agreement or amendment for execution, replace such Loan Document with a new agreement that is in form and substance satisfactory to the Lender or amend such Loan Document to the satisfaction of the Lender; or
- (i) if any Obligor becomes insolvent, makes any assignment in bankruptcy or makes any other similar assignment for the benefit of creditors, makes any proposal under the *Bankruptcy and Insolvency Act* (Canada) or any comparable law, seeks relief under the *Companies' Creditors Arrangement Act* (Canada), the *Winding-Up and Restructuring Act* (Canada) or any other bankruptcy, insolvency or analogous law, is adjudged bankrupt, files a petition or proposal to take advantage of any act of insolvency, consents to or acquiesces in the appointment of a trustee, receiver, receiver and manager, interim receiver, custodian, sequestrator or other Person with similar powers of itself or of all or any substantial portion of its assets, or files a petition or otherwise commences any proceeding seeking any reorganization, arrangement, composition or readjustment under any applicable bankruptcy, insolvency, moratorium, reorganization or other similar law affecting creditors' rights or consents to, or acquiesces in, the filing of such a petition; or
- (j) if any proceeding or filing shall be instituted or made against any Obligor seeking to have an order for relief entered against such Obligor as debtor or to adjudicate it bankrupt or

insolvent, or seeking liquidation, winding-up, reorganization, arrangement, adjustment or composition under any law relating to bankruptcy, insolvency, reorganization or relief of debtors (including, without limitation, the *Bankruptcy and Insolvency Act* (Canada), the *Companies Creditors Arrangement Act* (Canada) and the *Winding-Up and Restructuring Act* (Canada)), or seeking appointment of a receiver, trustee, custodian or other similar official for such party for any substantial part of its properties or assets unless the same is being contested actively and diligently in good faith by appropriate and timely proceedings and is dismissed, vacated or permanently stayed within thirty (30) days of institution; or

- (k) if a Person takes possession by appointment of a receiver, receiver and manager, or otherwise of any portion of the Property of any Obligor having an aggregate value in excess of the Threshold Amount; or
- (l) if a final judgment, execution, writ of seizure and sale, sequestration or decree for the payment of money due shall have been obtained or entered against an Obligor or in an amount in excess of the Threshold Amount (individually or in the aggregate) and such judgment, execution, writ of seizure and sale, sequestration or decree shall not have been and remain vacated, satisfied, discharged or stayed pending appeal within thirty (30) days; or
- (m) if any of the Security shall cease to be a valid and perfected first priority security interest subject only to Permitted Liens and the Borrower shall have failed to remedy such default within thirty (30) days of the Borrower becoming aware of such fact; or
- (n) any Person holding a Lien in respect of any part of the Property of any Obligor takes possession of all or any part of the Property of any Obligor having an aggregate value in excess of the Threshold Amount, or a distress, execution or other similar process is levied against all or any part of the Property of any Obligor having an aggregate value in excess of the Threshold Amount;
- (o) if an Event Of Default occurs under any Material Contract or Material Licence of any Obligor and which is committed by such Obligor (other than an event of default specifically dealt with in this Section) and such Event Of Default has or would reasonably be expected to have a Material Adverse Effect is not remedied within fifteen (15) days after an Obligor becomes aware of such event of default; or
- (p) if a Change of Control occurs without the prior written consent of the Lender; or
- (q) if any report of the Auditor with respect to the Borrower's Financial Statements contains a "going concern" or similar qualification; or
- (r) if the Borrower Principal ceases to be actively involved in the day-to-day management and operations of the Business for any portion of a time beyond routine absences consistent with past practices; or
- (s) all or any part of the Property of any Obligor having an aggregate value in excess of the Threshold Amount shall be nationalized, expropriated or condemned, seized or otherwise appropriated, or custody or control of such Property of any Obligor shall be assumed by any Governmental Authority or any court of competent jurisdiction at the instance of any

Governmental Authority, except where contested in good faith by proper proceedings diligently pursued where a stay of enforcement is in effect; or

- (t) if there occurs any event, fact or circumstance affecting the Borrower or any of the Borrower Related Parties that results in or could reasonably be expected to result in a Material Adverse Effect.

11.2 Acceleration and Termination of Rights.

If any Event of Default shall occur and be continuing, all Obligations shall, at the option of the Lender, become immediately due and payable, all without notice, presentment, protest, demand, notice of dishonour or any other demand or notice whatsoever, all of which are hereby expressly waived by each Obligor; provided, if any Event of Default described in Section 11.1(f), Section 11.1(i) or Section 11.1(j) with respect to an Obligor shall occur, the outstanding principal amount of the Loan and all other Obligations shall automatically be and become immediately due and payable and in such case, the Obligations shall include all amounts that would become owing under Section 3.2 and Section 3.3 if the Borrower were prepaying the Loan on a voluntary basis. In such event the Lender may, in its discretion, exercise any right or recourse and/or proceed by any action, suit, remedy or proceeding against any Obligor authorized or permitted by law for the recovery of all the Obligations and proceed to exercise any and all rights hereunder and under the Security and no such remedy for the enforcement of the rights of the Lender shall be exclusive of or dependent on any other remedy but any one or more of such remedies may from time to time be exercised independently or in combination.

11.3 Remedies Cumulative and Waivers.

For greater certainty, it is expressly understood and agreed that the rights and remedies of the Lender hereunder or under any other Loan Document or instrument executed pursuant to this Agreement 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 Lender of any right or remedy for a default or breach of any term, covenant, condition or agreement contained in this Agreement or any other Loan Document 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 Lender may be lawfully entitled for such default or breach. Any waiver by the Lender of the strict observance, performance or compliance with any term, covenant, condition or other matter contained herein and any indulgence granted, either expressly or by course of conduct, by the Lender 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 Lender under this Agreement or any other Loan Document as a result of any other default or breach hereunder or thereunder.

11.4 Saving.

The Lender shall not be under any obligation to any Obligor or any other Person to realize any Collateral or enforce the Security or any part thereof or to allow any of the Collateral to be sold, dealt with or otherwise disposed of. The Lender shall not be responsible or liable to the Obligors or any other Person for any loss or damage upon the realization or enforcement of, the failure to realize or enforce the Collateral or any part thereof or the failure to allow any of the Collateral to be sold, dealt with or otherwise disposed of or for any act or omission on their respective parts or on the part of any director, officer, agent, servant or adviser in connection with any of the foregoing, except that the Lender may be responsible or liable for any loss or damage arising from the wilful misconduct or gross negligence of Lender.

11.5 Third Parties.

No Person dealing with the Lender or any agent of the Lender shall be required to inquire whether the Security has become enforceable, or whether the powers which the Lender is purporting to exercise have been exercisable, or whether any Obligations remain outstanding upon the security thereof, or as to the necessity or expediency of the stipulations and conditions subject to which any sale shall be made, or otherwise as to the propriety or regularity of any sale or other disposition or any other dealing with the Collateral charged by such Security or any part thereof.

11.6 Set-Off or Compensation.

In addition to and not in limitation of any rights now or hereafter granted under Applicable Law, if repayment is accelerated pursuant to Section 11.2, the Lender may at any time and from time to time without notice to the Borrower or any other Person, any notice being expressly waived by the Borrower, set-off and compensate and apply any and all deposits, general or special, time or demand, provisional or final, matured or unmatured, and any other indebtedness at any time owing by the Lender, to or for the credit of or the account of the Borrower, against and on account of the Obligations notwithstanding that any of them are contingent or unmatured.

ARTICLE 12 – INDEMNIFICATION, ETC.

12.1 General Indemnity.

The Borrower agrees to defend (with counsel satisfactory to the Lender), protect, indemnify and hold harmless the Lender, and each of its Affiliates, and Subsidiaries, and its respective officers, directors, employees, legal counsel and agents (each an "**Indemnified Party**") from and against any and all obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature (including, without limitation, the disbursements and the fees (on a solicitor-client basis) of one legal counsel (unless it would be inappropriate for one counsel to represent all Indemnified Parties due to a conflict of interest or otherwise in which case, all legal counsel for each Indemnified Party) in connection with any investigative, administrative or judicial proceedings, whether or not any Indemnified Party shall be designated a party thereto), (collectively, "**Losses**") which may be imposed on, incurred by, or asserted against, any Indemnified Party (whether direct, indirect or consequential and whether based on any federal, provincial, state or local laws or regulations, including, without limitation, securities, environmental and commercial laws and regulations, under common law or in equity, or based on contract or otherwise) in any manner relating to or arising out of this Agreement or any other Loan Document, or any act, event or transaction related or attendant thereto, the making and/or the management of the Loan or the use or intended use of the proceeds of the Loan; provided, however that the Borrower shall have no obligation hereunder to any Indemnified Party to the extent that such Losses were caused by or resulted from the wilful misconduct or gross negligence of such Indemnified Party. To the extent that the undertaking to indemnify set forth in the preceding sentence may be unenforceable against the Borrower because it violates any law or public policy, the Borrower shall satisfy such undertaking to the maximum extent permitted by Applicable Law. Any Losses covered by this indemnity shall be paid to each Indemnified Party on demand, and, failing prompt payment, shall, together with interest thereon at the Deemed Interest Rate from the date incurred by each Indemnified Party until paid in full, be added to the Obligations and be secured by the Collateral. The provisions of this Section 12.1 shall survive the satisfaction and payment of all Obligations and the termination of this Agreement.

12.2 Taxes.

All payments made by the Borrower under this Agreement and the Loan Documents shall be made free and clear of, and without deduction or withholding for or on account of, any present or future income, stamp or other taxes, levies, assessments, imposts, deductions, charges, or withholdings imposed by any foreign, federal, provincial, state, local or other jurisdiction or any Governmental Authority thereof or political subdivision or taxing authority therein, excluding taxes imposed on the net income or the capital of the Lender (all such non-excluded taxes being hereinafter called "**Taxes**"). If any Taxes are required to be withheld from any amounts so payable to the Lender hereunder or under any Loan Documents the amounts so payable shall be increased to the extent necessary to yield to the recipient (after payment of all Taxes) interest or any such other amounts payable hereunder at the rates or in the amounts specified in this Agreement or any other Loan Documents. If the Borrower is required by Applicable Law to make any deduction or withholding on account of any Taxes or other amount from any sum paid or expressed to be payable to the Lender under this Agreement or any other Loan Document, then: (i) the Borrower shall notify the Lender of any such requirement or any change in any such requirement as soon as it becomes aware of it; (ii) the Borrower shall pay any such Taxes or other amount before the date on which penalties attached thereto become due and payable; (iii) the sum payable by the Borrower in respect of which the relevant deduction, withholding or payment is required shall be increased to the extent necessary to ensure that, after the making of that deduction, withholding or payment, the recipient receives on the due date and retains (free from any liability in respect of any such deduction, withholding or payment) a sum equal to that which it would have received and so retained had no such deduction, withholding or payment been required or made; and (iv) within thirty (30) days after payment of any sum from which the Borrower is required by Applicable Law to make any deduction or withholding, and within thirty (30) days after the due date of payment of any Taxes or other amount which it is required by clause (ii) above to pay, it shall deliver to the Lender all such certified documents and other evidence as to the making of such deduction, withholding or payment as (A) are reasonably satisfactory to the Lender as proof of such deduction, withholding or payment and of the remittance thereof to the relevant taxing or other authority and (B) are reasonably required by the Lender to enable it to claim a Tax credit with respect to such deduction, withholding or payment. If the Borrower fails to pay any Taxes when due to the appropriate taxing authority, the Borrower shall indemnify the Lender for any incremental Taxes, interest or penalties that may become payable by the Lender as a result of any such failure. The provisions of this Section 12.2 shall survive the satisfaction and payment of all Obligations and the termination of this Agreement.

ARTICLE 13 – GENERAL PROVISIONS

13.1 Notice.

Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be given by facsimile or other means of electronic communication or by hand-delivery as hereinafter provided. Any such notice, if sent by fax or other means of electronic communication, shall be deemed to have been received on the day of sending, or if delivered by hand shall be deemed to have been received at the time it is delivered to the applicable address noted below. Notices of change of address shall also be governed by this Section 13.1. Notices and other communications shall be addressed as follows:

- (a) if to the Borrower:

Mill Street & Co. Inc.
7616 Yonge Street
Thornhill, ON L4J 1V9

Attention: Noah Murad, President
Email: nmurad@millstreetco.com

- (b) with a copy to:

Wildeboer Dellelce LLP
Suite 800 | Wildeboer Dellelce Place
365 Bay Street
Toronto, ON M5H 2V1

Attention: Ari Yakobson
Fax: (416) 361-1790
Email: ayakobson@wildlaw.ca

- (c) if to the Lender:

Crown Capital Private Credit Fund, LP,
c/o Crown Capital Partners Inc.
Suite 4330, 77 King Street W.
Toronto, ON M5K 1H6

Attention: Chris Johnson
Email: chris.johnson@crowncapital.ca

- (d) with a copy to:

MLT Aikins LLP
1500 – 1874 Scarth Street
Regina, SK S4P 4E9

Attention: Aaron Runge
Fax: (306) 352-5250
Email: arunge@mltaikins.com

13.2 Choice of Governing Law and Construction.

Except as expressly set forth therein, this Agreement and the other Loan Documents (unless expressly stated otherwise in the other Loan Documents) shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein as to interpretation, enforcement, validity, construction, effect, and in all other respects, including, without limitation, the legality of the interest rate and other charges, but excluding perfection and realization of the security interests and hypothecs in the Collateral, which shall be governed and controlled by the laws of the relevant jurisdiction.

13.3 Attornment.

The parties hereto irrevocably submit and attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario for all matters arising out of, or in connection with, this Agreement and the other Loan Documents.

13.4 Modification and Benefit of Agreement.

This Agreement and the other Loan Documents may not be modified, altered or amended except by an agreement in writing signed by the Borrower and the Lender. The Borrower may not sell, assign or transfer this Agreement, or the other Loan Documents or any portion thereof including, without limitation, the Borrower's right, title, interest, remedies, powers or duties thereunder. The sale, assignment, transfer or other disposition to a Person by the Lender, at any time and from time to time hereafter, of this Agreement, or the other Loan Documents, or of any portion thereof, or participation therein including, without limitation, the right, title, interest, remedies, powers and/or duties of the Lender thereunder shall not require the prior written consent of the Borrower. The Borrower agrees that it shall execute and deliver such documents as the Lender may request in connection with any such sale, assignment, transfer or other disposition. This Agreement shall enure to the benefit of, and be binding upon, the parties hereto and their successors and permitted assigns.

13.5 Power of Attorney.

The Borrower acknowledges and agrees that its appointment of the Lender as its attorney and agent for the purposes specified in Section 9.4 is an appointment coupled with an interest and shall be irrevocable until all of the Obligations are indefeasibly paid and performed in full and this Agreement is terminated.

13.6 Waivers, Confidentiality, Information Sharing.

- (a) In no event shall any party hereto be liable for lost profits or other special or consequential damages.
- (b) To the maximum extent permitted by Applicable Law, the Borrower hereby waives all rights to a hearing of any kind prior to the exercise by the Lender of its rights to repossess the Collateral without judicial process or to reply, attach or levy upon such Collateral without prior notice or hearing.
- (c) Failure of the Lender, at any time or times hereafter, to require strict performance by the Borrower or any other Obligor of any provision of this Agreement or any of the other Loan Documents shall not waive, affect or diminish any right of the Lender thereafter to demand strict compliance and performance therewith. Any suspension or waiver by the Lender of a Pending Event of Default or Event of Default under this Agreement or any default under any of the Loan Documents shall not suspend, waive or affect any other Pending Event of Default or Event of Default under this Agreement or any other default under any of other Loan Documents, whether the same is prior or subsequent thereto and whether of the same or of a different kind or character. No delay on the part of the Lender in the exercise of any right or remedy under this Agreement or any other Loan Documents shall preclude any other or further exercise thereof or the exercise of any right or remedy. None of the undertakings, agreements, warranties, covenants and representations of the Borrower and the other Obligors contained in this Agreement or any of the other Loan Documents and no Pending Event of Default or Event of Default

under this Agreement or default under any of the other Loan Documents shall be deemed to have been suspended or waived by the Lender unless such suspension or waiver is in writing, signed by duly authorized officer(s) of the Lender and directed to the Borrower specifying such suspension or waiver.

- (d) The Borrower and Lender each agree that it shall maintain as confidential and, without the prior written consent of the other party, shall not disclose the terms of this Agreement and any non-public information concerning the other party or its business and operations, provided that a party may disclose such information: (i) where such information becomes publicly available or widely known by the public other than by a breach of this Agreement; (ii) if required by Applicable Laws or requested by any Governmental Authority having jurisdiction; (iii) to its Affiliates and to any of its or its Affiliates representatives, consultants or advisers who have a legitimate need to know such information (including the limited partners or any lender of the Lender or its Affiliates); and (iv) to any Person to whom such party, in good faith, anticipates assigning an interest in this Agreement as contemplated by Section 13.4 and such Person's Affiliates and the representatives, consultants and advisers of such Person or its Affiliates who have a legitimate need to know such information.

In the case of disclosure pursuant to clause (iii) or (iv), the disclosing party shall be responsible to ensure that the recipient of such information does not disclose such information to the same extent as if it were bound by the same non-disclosure obligations of the disclosing party hereunder.

13.7 Timing of Payments.

Any payment received by the Lender after 3:00 p.m. (Ontario time) on a Business Day, or on any day that is not a Business Day, shall be credited to the account of the Borrower on the following Business Day.

13.8 Judgment Currency.

If in the recovery by the Lender of any amount owing hereunder in any currency, judgment can only be obtained in another currency and because of changes in the exchange rate of such currencies between the date of judgment and payment in full of the amount of such judgment, the amount of recovery under the judgment differs from the full amount owing hereunder, the Borrower shall pay any such shortfall to the Lender, and such shortfall can be claimed by the Lender against the Borrower as an alternative or additional cause of action and any surplus received by the Lender will be repaid to the Borrower.

13.9 Severability.

If any provision of this Agreement is held to be prohibited by or invalid under Applicable Law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or remaining provisions of this Agreement.

13.10 Conflicts.

In the event there occurs any conflict or inconsistency between any provision hereof and any provision of the other Loan Documents, the provision hereof, to the extent of any such conflict or inconsistency, shall govern.

13.11 Entire Agreement.

This Agreement and the other Loan Documents embody the entire agreement and understanding between the parties hereto and thereto and supersede all prior agreements and understandings between such parties relating to the subject matter hereof and thereof and may not be contradicted by evidence of prior or contemporaneous agreements of the parties. There are no unwritten oral agreements between the parties related to the subject matter of this Agreement and the other Loan Documents.

13.12 Counterpart Execution/Electronic Delivery.

This Agreement may be executed in counterpart and delivered by fax or other electronic means of delivery.

13.13 English Language.

At the request of the parties, this Agreement and the other Loan Documents have been negotiated in the English language and will be or have been executed in the English language. Les soussigné ont expressément demandé que ce document et tous les documents annexes soient rédigés en langue anglaise.

[Signature page to follow.]

IN WITNESS WHEREOF, the Borrower has duly executed this Agreement as of the date set out on the first page hereof.

MILL STREET & CO. INC.

Per: 

Name: Noah Murad

Title: President

IN WITNESS WHEREOF, the Lender has duly executed this Agreement as of the date set out on the first page hereof.

**CROWN CAPITAL PRIVATE CREDIT
FUND, LP**, by its general partner, **CROWN
CAPITAL PRIVATE CREDIT
MANAGEMENT INC.**

Per: _____

Name: Tim Oldfield

Title: Chief Investment Officer

Per: _____

Name:

Title:

Schedule 1.1(q) – Borrower Related Parties

- 2543604 Ontario Inc.
- Clarksburg Contractors Ltd.
- Aircon Mechanical Systems Inc.
- Trinity Energy Innovations Inc.
- 2582176 Ontario Inc.
- Nottmech Holdings Inc.
- 780516 Ontario Inc. (Nottawasaga Mechanical)
- 2534898 Ontario Inc.
- GNI Management Group Inc.
- Great Northern Insulation Contracting Ltd.
- GNI Construction Ltd.
- Great Northern Insulation Services Ltd.
- Barrier Sciences Group Ltd.
- The Fastway Group Ltd.
- Impact Tools and Supplies Inc.
- The Lumber Guys Inc.
- Thorold Lumber and Building Supplies Inc.
- 2496110 Ontario Inc. (Parliament)
- Sierra Equipment Limited
- 2569867 Ontario Inc.
- Sauve Lumber and Storage Inc.
- Speed Fastening Systems Inc.
- Saleevent.com Inc.
- Saleevent.com Marketing Inc.
- Saleevent.com Online Inc.
- Saleevent.com Distribution Inc.
- Apero, Inc.
- 2555205 Ontario Inc.
- Gevoora Inc.
- Dfendus Security Solutions Inc.
- Inforce Security Corp.
- Lumbermens Credit Group Ltd.
- Tuque Inc.
- 2548343 Ontario Inc.
- All Source Security Container MFG. Corp.
- All Source Security Container Holding Corp.
- Advanced Green Compliance Solutions Corp.
- All Source Security Container USA
- 2455432 Ontario Inc.
- 2332361 Ontario Inc.

Schedule 1.1(bbbb) – Permitted Liens

	Debtor Name	Secured Party Name	File No.	Registration No.	Collateral Classifications						General Collateral Description
					CG	I	E	A	O	MV	
1.	Mill Street & Co. Inc.	The Toronto-Dominion Bank	723280338	• 20161209 1530 1862 2678				X	X		Pledge of shares in the capital stock of All Source Security Container Holding Corporation
2.	Mill Street & Co. Inc.	The Toronto-Dominion Bank	723280356	• 20161209 1531 1862 2679				X	X		Pledge of shares in the capital stock of All Source Security Container MFG. Corp.
3.	Mill Street & Co. Inc.	The Toronto-Dominion Bank	723294441	• 20161212 1032 1862 2725				X	X		Pledge of shares in the capital stock of 2548343 Ontario Inc.

Schedule 1.1(eeee) – Portfolio Companies and Portfolio Groups

	Portfolio Group Name	Portfolio Companies	Borrower's Share of EBITDA
1.	Great Northern Portfolio Group	(i) 2534898 Ontario Inc. (ii) GNI Management Group Inc. (iii) Great Northern Insulation Contracting Ltd. (iv) GNI Construction Ltd. (v) Great Northern Insulation Services Ltd. (vi) Barrier Sciences Group Ltd.	75%
2.	Fastway Portfolio Group	(i) The Fastway Group Ltd. (ii) Impact Tools and Supplies Inc. (iii) The Lumber Guys Inc. (iv) Thorold Lumber and Building Supplies Inc. (v) 2496110 Ontario Inc. (Parliament) (vi) Sierra Equipment Limited (vii) 2569867 Ontario Inc. (viii) Sauve Lumber and Storage Inc. (ix) Speed Fastening Systems Inc.	80%
3.	HVAC Portfolio Group	(i) 2543604 Ontario Inc. (ii) Clarksburg Contractors Ltd. (iii) Aircon Mechanical Systems Inc. (iv) Trinity Energy Innovations Inc. (v) 2582176 Ontario Inc. (vi) Nottmech Holdings Inc. (vii) 780516 Ontario Inc. (Nottawasaga Mechanical)	50%
4.	All Source Portfolio Group	(i) 2548343 Ontario Inc. (ii) All Source Security Container MFG. Corp. (iii) All Source Security Container Holding Corp. (iv) Advanced Green Compliance Solutions Corp. (v) All Source Security Container USA	100%
5.	Saleevent Portfolio Group	(i) Saleevent.com Inc. (ii) Saleevent.com Marketing Inc. (iii) Saleevent.com Online Inc. (iv) Saleevent.com Distribution Inc. (v) 2555205 Ontario Inc. (vi) Gevoora Inc. (vii) Apero, Inc.	60% 47.5%
6.	Financial Services Portfolio Group	(i) Lumbersmens Credit Group Ltd. (ii) Tuque Inc.	95%
7.	Dfendus Portfolio Group	(i) Dfendus Security Solutions Inc. (ii) Inforce Security Corp.	50%

Schedule 3.3 – Pro Forma Example Calculation of EVPS

	Based on FY18 Figures
Opco EBITDA – proportionate share	\$ 7,470.6
Less: Holdco Overhead	\$ (860.0)
Less: Non-Shareholder Compensation	\$ (190.0)
Less: Shareholder Compensation	\$ (750.0) ¹
Mill Street EBITDA	\$ 5,671
Multiple	6.0
Enterprise Value	\$ 34,023.3
Less:	
OpCo debt – proportionate share	\$ (16,858.7)
Crown net debt in Holdco	\$ -
Preferred Shares in Holdco ²	\$ (13,185.0)
Class B shares – redemption value	\$ (323.0)
Equity Value	3,656.6
Mill Street equity	3,656.6
Cap Structure:	
Common shares – voting	24,677.0
Common shares – non-voting	1,921.9
Total common shares	26,598.9
Equity Value Per Share	\$ 0.14

Note:

- EVPS will not include the bonus payment.
- EBITDA and Debt figures at the Opco level will reflect Mill Street's proportionate share.

¹ Revised to reflect agreement to distribute up to \$750,000 as shareholder compensation.

² Preferred Shares excludes any Preferred Shares in the Holdco after the Closing Date.

Schedule 7.1(f) – Intellectual Property

Not applicable.

Schedule 7.1(g) – Obligors’ Names

Current Name, Trade-Names and Division Names

Mill Street & Co. Inc.

Prior Names, Trade-Names and Division Names

Mill Street Funding Partners Inc.

Schedule 7.1(h) – Corporate Structure

Corporate Structure

See enclosed organizational chart of the Borrower.

Authorized Capital of Borrower

The authorized capital of the Borrower consists of: (i) an unlimited number of Common Shares; (ii) an unlimited number of Non-Voting Common Shares; (iii) an unlimited number of Class A Shares; (iv) an unlimited number of Class B Shares; (v) an unlimited number of Class A Preferred Shares; (vi) an unlimited number of Class B Preferred Shares; and (vii) an unlimited number of Class C Preferred shares. As of the date of this Agreement, the issued and outstanding shares of the Corporation are 24,677,000 Common Shares, 1,921,873 Non-Voting Common Shares, nil Class A Shares, 323,000 Class B Shares, 5,920,678 Class A Preferred Shares, 5,595,000 Class B Preferred Shares and 3,769,167 Class C Preferred Shares. The beneficial holders of the shares of the Borrower that vote for the election of directors are as follows:

Shareholder	Shares Held
997322 Ontario Inc.	12,338,500 Common Shares
2394419 Ontario Limited	12,338,500 Common Shares

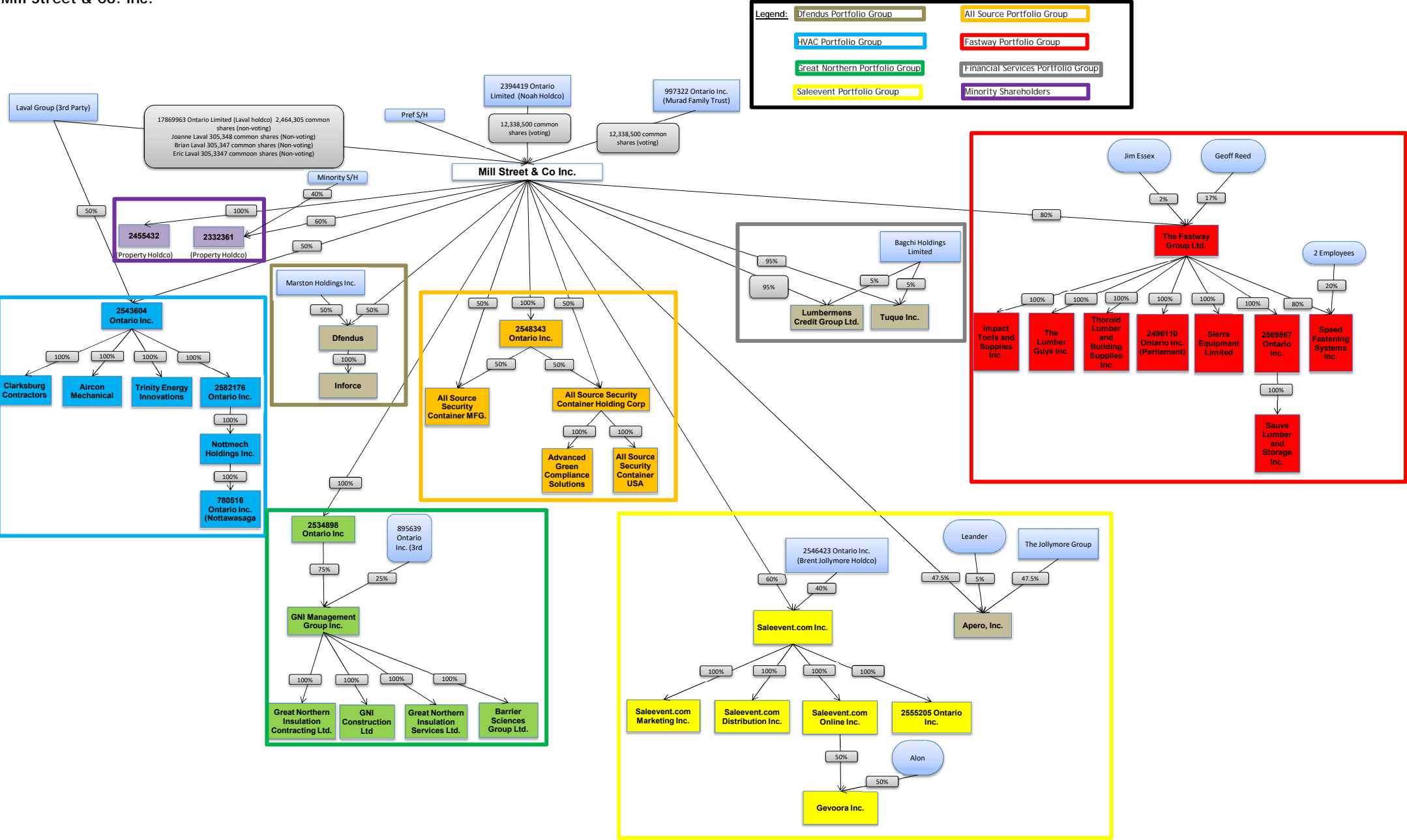
Agreements, Rights, Options, Convertible Securities

The Amended and Restated Unanimous Shareholders' Agreement by and among Mill Street & Co. Inc., 997322 Ontario Inc., 2394419 Ontario Limited, Mere Investments Inc., the Class A Preferred Shareholders (as such term is defined in the agreement), the Class B Preferred Shareholders (as such term is defined in the agreement) and the Non-Voting Common Shareholders (as such term is defined in the agreement) dated as of August 30, 2017 grants a pre-emptive right to each of the Shareholders (as such term is defined in the agreement) in certain circumstances.

Joint Ventures and Partnerships

See enclosed organizational chart of the Borrower.

Mill Street & Co. Inc.



Schedule 7.1(i) – Judgments and Litigation

Litigation Proceedings

- 2349891 Ontario Inc. et al v. 2332361 Ontario Inc. et al.
- Madison Joe Holdings Inc. v. Mill Street & Co. Inc. et al.
- Jennifer Clarke v. John Smith et al.
- 1077413 Ontario Ltd. et al. v. Lumbermens Credit Group et al.
- David Aiello v. Lumbermens Credit Group et al.
- Dfendus Security Solutions Inc. et al v. Arie Pekar et al.
- Mill Street & Co. Inc. v. The Bick Group et al.

Judgments

Not applicable.

Schedule 7.1(j) – Material Contracts and Material Licenses

Material Contracts

Contracts	
A.	Mill Street & Co. Inc.
1.	Amended and Restated Unanimous Shareholders' Agreement by and among Mill Street & Co. Inc., 997322 Ontario Inc., 2394419 Ontario Limited, Mere Investments Inc., the Class A Preferred Shareholders (as such term is defined in the agreement), the Class B Preferred Shareholders (as such term is defined in the agreement) and the Non-Voting Common Shareholders (as such term is defined in the agreement) dated as of August 30, 2017.
2.	Share Pledge Agreement provided by the Borrower to The Toronto-Dominion Bank in respect of the 100 Class B common shares in the capital of All Source Security Container MFG Corp. dated December 16, 2016.
3.	Share Pledge Agreement provided by the Borrower to The Toronto-Dominion Bank in respect of the 100 Class B common shares in the capital of All Source Security Container Holding Corporation dated December 16, 2016.
4.	Share Pledge Agreement provided by the Borrower to The Toronto-Dominion Bank in respect of the 1,000,100 common shares in the capital of 2548343 Ontario Inc. dated December 16, 2016.
B.	All Source Portfolio Group
1.	Inter-Creditor Subordination Agreement by and between The Toronto-Dominion Bank, Madison Joe Holdings Inc. and All Source Security Container MFG. Corp. dated as of December 16, 2016.
2.	Letter Agreement dated November 21, 2016 by and between The Toronto-Dominion Bank, as lender, and 2548343 Ontario Inc., All Source Security Container Mfg. Corp., All Source Security Container Corp. USA and Advanced Green Compliance Solutions Corp., as borrowers, providing for certain secured credit facilities from The Toronto-Dominion Bank in favour of such borrowers, along with related security and guarantees thereunder.
C.	Dfendus Portfolio Group
1.	Consulting Agreement by and between Dfendus Security Solutions Inc. and Marston Holdings Inc. dated as of September 11, 2017.
2.	Unanimous Shareholders' Agreement by and between Dfendus Security Solutions Inc., Marston Holdings Inc., Mill Street & Co. Inc., Danny Marston and Noah Ezekiel Murad dated as of September 11, 2017.
3.	General Security Agreement by and between Inforce Security Corp., Arie Pekar and Pekar Holdings Limited dated as of November 30, 2017.
D.	Fastway Portfolio Group
1.	Member's General Security Agreement by and between Commercial Builders Supplies Inc. and The Lumber Guys Inc. dated as of September 2017.
2.	Member's General Security Agreement by and between Castle Building Centres Group Ltd. and 2496110 Ontario Inc. O/A Parliament Building Supplies dated as of September 22, 2016.
3.	Retail Membership Agreement by and between Castle Building Centres Group Ltd. and Sauve's Lumber & Storage Inc. dated as of May 1, 2017.
4.	Guarantee and Assignment and Postponement of Claim Agreement by and between Castle Building Centres Group Ltd., Noah Ezekiel Murad and 2496110 Ontario Inc. O/A Parliament

Contracts	
	Building Supplies dated as of September 22, 2016.
5.	Guarantee and Assignment and Postponement of Claim Agreement by and between Castle Building Centres Group Ltd., The Fastway Group Ltd. and 2496110 Ontario Inc. O/A Parliament Building Supplies dated as of September 22, 2016.
6.	Guarantee and Assignment and Postponement of Claim Agreement by and between Castle Building Centres Group Ltd., The Fastway Group Ltd. and Sauve's Lumber & Storage Inc. dated as of May 1, 2017.
7.	Letter Agreement by and between The Toronto-Dominion Bank, Speed Fastening Systems Inc., and 2496110 Ontario Inc. dated as of April 17, 2016.
8.	Employment Agreement by and between The Fastway Group Ltd. and Gaitano Arangio dated as of August 18, 2017.
9.	Employment Agreement by and between The Lumber Guys Inc. and Tom Siklos dated as of May 4, 2018.
10.	Member's General Security Agreement by and between Commercial Builders Supplies Inc. and Sauve's Lumber & Supply Inc. dated as of May 1, 2017.
11.	Consulting Agreement by and between Sauve's Lumber & Storage Inc. and Omer Sauve dated as of May 1, 2017.
12.	Shareholders Agreement by and between Jim Essex, Geoff Reed, Mill Street & Co. Ltd. and The Fastway Group Ltd. dated as of May 6, 2016.
13.	Subordination Agreement by and between Castle Building Centres Group Ltd., The Toronto-Dominion Bank, The Lumber Guys Inc., The Fastway Group Ltd. and 2496110 Ontario Inc. dated as of March 9, 2018.
14.	Standstill Agreement by and between Omer Sauve, Monique Sauve, The Toronto-Dominion Bank and 2569867 Ontario Inc. dated as of May 1, 2017.
15.	Postponement and Assignment of Creditors Claim and Postponement of Security Agreement by and between Omer Sauve, Monique Sauve, The Toronto-Dominion Bank and 2569867 Ontario Inc. dated as of May 1, 2017.
16.	Subordination Agreement by and between Ted Wiens, Diana Wiens, The Toronto-Dominion Bank and The Fastway Group Ltd. dated as of December 7, 2016.
17.	Letter Agreement by and between The Toronto-Dominion Bank, Sauve's Lumber & Storage Inc. and 2569867 Ontario Inc. dated as of March 24, 2017.
18.	Shareholder Agreement by and between 2462597 Ontario Inc., Paul Leblanc, Adam Douglas Leblanc and Speed Fastening Systems Inc. dated as of May 2015.
19.	Letter Agreement dated November 11, 2016 and accepted December 7, 2016 by and between Bank of Montreal, as lender, Thorold Lumber & Home Centre Inc., as borrower, and The Fastway Group Inc., as guarantor, providing for certain secured credit facilities from Bank of Montreal in favour of Thorold Lumber & Home Centre Inc., along with related security and guarantees thereunder.
20.	Letter Agreement dated March 24, 2017 and accepted May 1, 2017 by and between The Toronto-Dominion Bank, as lender, and Sauve's Lumber & Storage Inc. and 2569867 Ontario Inc., as borrowers, providing for certain secured credit facilities from The Toronto-Dominion Bank in favour of such borrowers along with related security and guarantees thereunder.
21.	Letter Agreement dated June 7, 2017 and accepted on July 31, 2017 by and between The Toronto-

Contracts	
	Dominion Bank, as lender, and Impact Tools & Supplies Inc., as borrower, providing for certain secured credit facilities from The Toronto-Dominion Bank in favour of such borrower along with related security and guarantees thereunder
E.	Financial Services Portfolio Group
1.	Consulting Agreement by and between Tuque Inc. and Bagchi Holdings Limited dated as of January 1, 2017.
2.	Unanimous Shareholders' Agreement by and between Tuque Inc., Mill Street & Co. Inc. and Bagchi Holdings Limited dated as of December 21, 2016.
3.	Consulting Agreement by and between Tuque Inc. and Nasir Malik dated as of June 1, 2017.
F.	Great Northern Portfolio Group
1.	Unanimous Shareholders' Agreement by and between GNI Management Group Inc., 2534898 Ontario Inc., 895639 Ontario Ltd., Barrier Sciences Group Ltd., GNI Construction Ltd., Great Northern Insulation Contracting Ltd., Mill Street & Co. Inc., Allan Ralph Tereschyn, Michael Lawrence Twible and Noah Ezekiel Murad dated as of September 30, 2016.
2.	Non-Competition, Non-Solicitation and Confidentiality Agreement by and between Barrier Sciences Group Ltd., GNI Construction Ltd., GNI Management Group Inc. and Great Northern Insulation Services Ltd. dated as of September 30, 2016.
3.	Consulting Agreement by and between GNI Management Group Inc. and Allan Ralph Tereschyn dated as of September 30, 2016.
4.	Guarantee Agreement by and between Mill Street & Co. Inc., Noah Murad and 895639 Ontario Ltd. dated as of September 30, 2016.
5.	Indemnity Agreement by and between 895639 Ontario Ltd., Mill Street & Co. Inc., Noah Ezekiel Murad, Roy David Murad, 2394419 Ontario Limited and 997322 Ontario Inc. dated as of September 30, 2016.
6.	Postponement, Subordination and Standstill Agreement by and between 895639 Ontario Ltd., 2534898 Ontario Inc. and The Toronto-Dominion Bank dated as of September 30, 2016.
7.	Letter Agreement dated September 15, 2016 by and between The Toronto-Dominion Bank, as lender, and 2534898 Ontario Inc., Great Northern Insulation Services Ltd., GNI Management Group Inc., Barrier Sciences Group Ltd. and Great Northern Insulation Contracting Ltd., as borrowers, providing for certain secured credit facilities from The Toronto-Dominion Bank in favour of such borrowers along with related security and guarantees thereunder.
G.	HVAC Portfolio Group
1.	Inter-Creditor Subordination Agreement by and between The Toronto-Dominion Bank, Joseph Carr Family Trust and 2582176 Ontario Inc. dated as of July 18, 2017.
2.	Consulting Agreement by and between 780516 Ontario Inc. and Joseph Carr dated as of July 18, 2017.
3.	Shareholders' Agreement by and between Mill Street & Co. Inc., 2543631 Ontario Limited, Brian Laval, Brian Eric Laval, Noah Murad and 2543604 Ontario Inc. dated as of October 31, 2016.
H.	Saleevent Portfolio Group
1.	Unanimous Shareholders' Agreement by and between Saleevent.com Inc., Mill Street & Co. Inc. and 2546423 Ontario Inc. dated as of January 31, 2017.

Material Licenses

Licenses	
A.	Financial Services Portfolio Group
1.	Tuque Inc. holds a Registered Insurance Broker License issued by the Registered Insurance Brokers of Ontario pursuant to The Registered Insurance Brokers Act (Ontario).
2.	Shovon Shaun Bagchi holds a Registered Insurance Broker License issued by the Registered Insurance Brokers of Ontario pursuant to The Registered Insurance Brokers Act (Ontario).

Schedule 7.1(s) – Non-Arm’s Length Transactions

- Each of 2394419 Ontario Limited and 997322 Ontario Inc. has granted to Jacob Murad an option to acquire beneficial ownership in such number of voting common shares in the capital of the Borrower, directly or indirectly, as is equal to 15% of the issued and outstanding voting common shares in the capital of the Borrower from time to time for nominal consideration, vesting the earlier of (a) January 31, 2020 and (b) such date as determined in the discretion of the 2394419 Ontario Limited and 997322 Ontario Inc.

Schedule 7.1(t) – Location of Collateral

- 7616 Yonge Street, Thornhill, ON L4J 1V9
- 365 Bay Street, Suite 800, Toronto, ON M5H 2V1

Schedule 7.1(u) – Owned Real Property

Not applicable.

Schedule 7.1(v) – Leased Real Property

Lessor	Municipal Address
2455432 Ontario Inc.	7616 Yonge Street, Thornhill, ON L4J 1V9

Schedule 7.1(y) – Welfare Plans and Pension Plans

- Group Registered Retirement Savings Plan (RRSP) (Contract number 41102-001) provided by Industrial Alliance Insurance and Financial Services Inc. (d/b/a iA Financial Group) to employees of Great Northern Insulation Services Ltd.
- IGFS Group RRSP Plan (Group number 1145462) provided by Investors Group Financial Services Inc., Investors Group Trust Co. Ltd. and I.G. Investment Management Ltd. to employees of the HVAC Portfolio Group of companies as identified in Schedule 1.1(eeee).

Schedule 7.1(aa) – Insurance

Insurer	Policy Number	Type of Policy
The Dominion of Canada General Insurance Company	CCP 8458575	Commercial Insurance Policy
ivari	081003638	Key Man Insurance (Noah Murad)
ivari	081003643	Key Man Insurance (Noah Murad)

Schedule 7.1(dd) – Bank Accounts and Security Accounts

Bank Accounts

Name of Company / Accountholder	Bank	Account Number(s)
Mill Street & Co. Inc.	The Toronto-Dominion Bank	• 1482 5270870
Mill Street & Co. Inc.	The Toronto-Dominion Bank	• 1482 5294087
Mill Street & Co. Inc.	The Toronto-Dominion Bank	• 1482 7324061

Security Accounts

Not applicable.

Schedule 8.2 – Compliance Certificate

COMPLIANCE CERTIFICATE

TO: **Crown Capital Private Credit Fund, LP (the "Lender")**
c/o Crown Capital Partners Inc.
Suite 4330, 77 King Street West
Toronto, ON M5K 1H6

Attention: **Chris Johnson**
Fax No.: **chris.johnson@crowncapital.ca**

FROM: **MILL STREET & CO. INC. (the "Borrower")**

RE: **Credit Agreement dated as of May [●], 2018 made between the Borrower, as Borrower, and the Lender (as amended, modified, revised, restated or replaced from time to time, the "Credit Agreement")**

DATE: **[●]**

The undersigned, the President of the Borrower, hereby certifies, in that capacity and without personal liability, that:

1. I have read and am familiar with the provisions of the Credit Agreement and have made such examinations and investigations, including a review of the applicable books and records of the Borrower and Obligors as are necessary to enable me to express an informed opinion as to the matters set out herein. Unless otherwise defined herein terms used herein have the meanings ascribed thereto in the Credit Agreement.
2. I have made or caused to be made such examinations or investigations as are, in my opinion, necessary to furnish this Certificate, and I have furnished this Certificate with the intent that it may be relied upon by the Lender as a basis for determining compliance by the Borrower and the Obligors with their covenants and obligations under the Credit Agreement and the other Loan Documents as of the date of this Certificate.
3. The representations and warranties contained in the Credit Agreement and each other Loan Document are true and correct on the date of this Certificate with reference to facts subsisting on such date, with the same effect as if made on such date except for those representations and warranties which speak to a specific date which shall be true as of such date [except _____].[NOTE: IF A REPRESENTATION OR WARRANTY IS NOT CORRECT OR COMPLETE, OR A COVENANT HAS NOT BEEN COMPLIED WITH, OR A PENDING EVENT OF DEFAULT OR EVENT OF DEFAULT EXISTS OR EXISTED, PLEASE SET FORTH WHAT ACTION HAS BEEN TAKEN OR IS PROPOSED TO BE TAKEN WITH RESPECT THERETO.]
4. All of the covenants required by the Credit Agreement have been observed, performed or satisfied, as applicable, and no Pending Event of Default or Event of Default has occurred and is continuing on the date of this Certificate [except _____].[NOTE: IF A REPRESENTATION OR WARRANTY IS NOT CORRECT OR COMPLETE, OR A

COVENANT HAS NOT BEEN COMPLIED WITH, OR A PENDING EVENT OF DEFAULT OR EVENT OF DEFAULT EXISTS OR EXISTED, PLEASE SET FORTH WHAT ACTION HAS BEEN TAKEN OR IS PROPOSED TO BE TAKEN WITH RESPECT THERETO.]

5. The attached financial statements for the **[Fiscal Quarter/Fiscal Year]** ending **[insert date]** fairly present in all material respects the information contained in such financial statements, and such financial statements, and all calculations of financial covenants and presentation of financial information in this Certificate and the Appendices to this Certificate, have been prepared in accordance with GAAP.

6. As of **[●]** (the "**Computation Date**"):

(a) The Fixed Charge Coverage Ratio was **[●]:1**, calculated as follows:

- | | | |
|-------|---|-----|
| (i) | Sum of items in (i) of definition of Fixed Charge Coverage Ratio | \$● |
| (ii) | Sum of items in (ii) of definition of Fixed Charge Coverage Ratio | \$● |
| (iii) | (i) divided by (ii) | ●:● |

(b) The Borrower's share of a single Portfolio Group does not exceed 50% of the Borrower's share of the aggregate EBITDA of all of the Portfolio Groups.

Per: _____
Name:
Title:

Per: _____
Name:
Title:

TAB C

Exhibit “C”
General Security Agreement

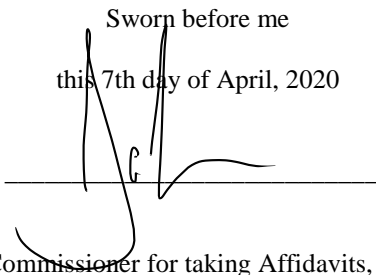
Attached is Exhibit "C"

Referred to in the

AFFIDAVIT OF TIMOTHY OLDFIELD

Sworn before me

this 7th day of April, 2020



A handwritten signature in black ink, appearing to be 'J. G.', is written over a horizontal line. The signature is stylized and cursive.

Commissioner for taking Affidavits, etc

GENERAL SECURITY AGREEMENT

THIS AGREEMENT is made as of the 16th day of May, 2018

TO: Name of Lender: **CROWN CAPITAL PRIVATE CREDIT FUND, LP**
Address: c/o Crown Capital Partners Inc.
Suite 4330, 77 King Street W.
Toronto, ON M5K 1H6

Attention: Tim Oldfield
Email: tim.oldfield@crowncapital.ca

RECITALS

- A. **MILL STREET & CO. INC.** (the "**Borrower**") is, or may become, indebted or liable to **CROWN CAPITAL PRIVATE CREDIT MANAGEMENT INC.**, as general partner for and on behalf of **CROWN CAPITAL PRIVATE CREDIT FUND, LP** (in such capacity, the "**Lender**").
- B. To secure the payment and performance of the Liabilities (as defined below), the Borrower has agreed to grant to the Lender security interests in respect of the Collateral (as defined below) in accordance with the terms of this Agreement.
- C. All capitalized terms used herein not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement (as defined below).

For good and valuable consideration, the receipt and adequacy of which are acknowledged by the Borrower, the Borrower agrees with and in favour of the Lender as follows:

1. **Definitions.** In this Agreement:

- (a) "**Account**", "**Chattel Paper**", "**Consumer Goods**", "**Document of Title**", "**Equipment**", "**Goods**", "**Instrument**", "**Intangible**", "**Inventory**", "**Investment Property**", "**Money**", "**Proceeds**" have the meanings given to them in the PPSA.
- (b) "**Certificated Security**", "**Control**", "**Entitlement Order**", "**Financial Asset**", "**Issuer**", "**Securities Account**", "**Securities Intermediary**", "**Security**", "**Security Entitlement**" and "**Uncertificated Security**" have the meanings given to them in the STA.
- (c) "**Agreement**" means this agreement, including the schedules, exhibits and recitals to this agreement, as it or they may be amended, supplemented, restated or replaced from time to time, and the expressions "hereof", "herein", "hereto", "hereunder", "hereby" and similar expressions refer to this Agreement and not to any particular section or other portion of this Agreement.
- (d) "**Books and Records**" means all books, records, files, papers, disks, documents and other repositories of data recording in any form or medium, evidencing or relating to the

Collateral which are at any time owned by the Borrower or to which the Borrower (or any Person on the Borrower's behalf) has access.

- (e) **"Collateral"** means all of the present and after-acquired:
- (i) undertaking;
 - (ii) Personal Property (including any Personal Property that may be described in any Schedule to this Agreement or any schedules, documents or listings that the Borrower may from time to time sign and provide to the Lender in connection with this Agreement); and
 - (iii) real property (including any real property that may be described in any Schedule to this Agreement or any schedules, documents or listings that the Borrower may from time to time sign and provide to the Lender in connection with this Agreement and including all fixtures and all buildings placed, installed or erected from time to time on any such real property),

of the Borrower, including Books and Records, Contracts, Intellectual Property Rights and Permits, and including all such property in which the Borrower now or in the future has any right, title or interest whatsoever, whether owned, leased, licensed, possessed or otherwise held by the Borrower, and all Proceeds of any of the foregoing, wherever located.

- (f) **"Contracts"** means all contracts, licences and agreements to which the Borrower is at any time a party or pursuant to which the Borrower has at any time acquired rights, and includes (i) all rights of the Borrower to receive money due and to become due to it in connection with a contract, licence or agreement, (ii) all rights of the Borrower to damages arising out of, or for breach or default in respect of, a contract, licence or agreement, and (iii) all rights of the Borrower to perform and exercise all remedies in connection with a contract, licence or agreement.
- (g) **"Control Agreement"** means: (i) with respect to any Uncertificated Securities included in the Collateral, an agreement between the Issuer of such Uncertificated Securities and another Person whereby such Issuer agrees to comply with instructions that are originated by such Person in respect of such Uncertificated Securities, without the further consent of the Borrower; and (ii) with respect to any Security Entitlements in respect of Financial Assets included in the Collateral, an agreement between the Securities Intermediary in respect of such Security Entitlements and another Person pursuant to which such Securities Intermediary agrees to comply with any Entitlement Orders with respect to such Security Entitlements that are originated by such Person, without the further consent of the Borrower.
- (h) **"Credit Agreement"** means the Credit Agreement dated as of the date hereof between the Borrower and the Lender, as amended, restated, supplemented, replaced or otherwise modified from time to time.
- (i) **"Intellectual Property Rights"** means all industrial and intellectual property rights, including copyrights, patents, trade-marks, industrial designs, know-how and trade secrets and all Contracts related to any such industrial and intellectual property rights.

- (j) **"Liabilities"** means all present and future indebtedness, liabilities and obligations of every kind, nature and description (whether direct or indirect, joint or several, absolute or contingent, matured or unmatured) of the Borrower to the Lender under, pursuant to or in connection with the Credit Agreement or the Loan Documents (as such term is defined in the Credit Agreement); including without limitation all principal, interest, fees, indemnities, costs and expenses owing by the Borrower thereunder.
 - (k) **"Permits"** means all permits, licences, authorizations, approvals, franchises, rights-of-way, easements and entitlements that the Borrower has, requires or is required to have, to own, possess or operate any of its property or to operate and carry on any part of its business.
 - (l) **"Personal Property"** means personal property and includes Accounts, Chattel Paper, Contracts, Documents of Title, Equipment, Goods, Instruments, Intangibles (including Intellectual Property Rights and Permits), Inventory, Investment Property, Money and Securities.
 - (m) **"PPSA"** means the *Personal Property Security Act* (Ontario), as such legislation may be amended, renamed or replaced from time to time (and includes all regulations from time to time made under such legislation).
 - (n) **"Receiver"** means a receiver, a manager or a receiver and manager.
 - (o) **"Release Date"** means the date on which the Liabilities have been indefeasibly paid and discharged in full and the Lender had no further obligations to the Borrower under the Credit Agreement and any other Loan Document pursuant to which further Liabilities may arise.
 - (p) **"Security Interest"** means any mortgage, charge, pledge, hypothecation, lien (statutory or otherwise), assignment, finance lease, title retention agreement or arrangement, security interest or other encumbrance or adverse claim of any nature, or any other security agreement or arrangement creating in favour of any Lender a right in respect of a particular property.
 - (q) **"STA"** means the *Securities Transfer Act, 2006* (Ontario), as such legislation may be amended, renamed or replaced from time to time (and includes all regulations from time to time made under such legislation).
2. **Grant of Security Interest.** As general and continuing collateral security for the due payment and performance of the Liabilities, the Borrower mortgages, charges and assigns to the Lender, and grants to the Lender a Security Interest in, the Collateral provided that the Security Interest does not extend to Consumer Goods.
 3. **Limitations on Grant of Security Interest.** If the grant of any Security Interest in respect of any Contract, Intellectual Property Right or Permit under Section 2 would result in the termination or breach of such Contract, Intellectual Property Right or Permit, then the applicable Contract, Intellectual Property Right or Permit will not be subject to any Security Interest under Section 2 but will be held in trust by the Borrower for the benefit of the Lender and, on exercise by the Lender of any of its rights under this Agreement following the occurrence of an Event of Default, assigned by the Borrower as directed by the Lender. In addition, the Security Interests created by this Agreement do not extend to the last day of the term of any lease or agreement for lease of

real property. Such last day will be held by the Borrower in trust for the Lender and, on the exercise by the Lender of any of its rights under this Agreement following an Event of Default, will be assigned by the Borrower as directed by the Lender.

4. **Attachment; No Obligation to Advance.** The Borrower confirms that value has been given by the Lender to the Borrower, that the Borrower has rights in the Collateral (other than after-acquired property) and that the Borrower and the Lender have not agreed to postpone the time for attachment of the Security Interests created by this Agreement to any of the Collateral. The Security Interests created by this Agreement will have effect and be deemed to be effective whether or not the Liabilities or any part thereof are owing or in existence before or after or upon the date of this Agreement. Neither the execution of this Agreement nor any advance of funds shall oblige the Lender to advance any funds or any additional funds.

5. **Representations and Warranties.** The Borrower represents and warrants to the Lender that:
 - (a) **Places of Business, Name, Location of Collateral.** The Borrower's principal place of business and chief executive office, the place where it keeps its Books and Records, and its full legal name, and any other name under which it conducts its business, are set forth in Schedule "A" to this Agreement. The location of all other existing places where the Borrower carries on business or keeps tangible Personal Property, the location of all jurisdictions in which account borrowers of the Borrower are located, and the location of all real property owned by the Borrower, are set out in Schedule "A" to this Agreement.

 - (b) **Title; No Other Security Interests.** Except for (i) the Security Interests created by this Agreement, (ii) Permitted Liens and (iii) any other Security Interests permitted in writing by the Lender, the Borrower owns (or, with respect to any leased or licensed property forming part of the Collateral, holds a valid leasehold or licensed interest in) the Collateral free and clear of any Security Interests. No security agreement, financing statement or other notice with respect to any or all of the Collateral is on file or on record in any public office, except pursuant to (i), (ii), and (iii) above.

 - (c) **Amount of Accounts.** The amount represented by the Borrower to the Lender from time to time as owing by each account debtor or by all account debtors in respect of the Accounts will at such time be the correct amount so owing by such account debtors and, unless disclosed in writing by the Borrower to the Lender at that time, will be owed free of any dispute, set-off or counterclaim.

 - (d) **Authority; Consents.** The Borrower has full power and authority to grant to the Lender the Security Interests created by this Agreement and to execute, deliver and, save and except for certain restrictions on transfer contained in certain shareholder agreements governing Portfolio Companies to which the Borrower is a party, perform its obligations under this Agreement, and such execution, delivery and performance does not contravene any of the Borrower's constating documents or by-laws or any agreement, instrument or restriction to which the Borrower is a party or by which the Borrower or any of the Collateral is bound. Except for any consent that has been obtained and is in full force and effect, and except for certain restrictions on transfer contained in certain shareholder agreements governing Portfolio Companies to which the Borrower is a party, no consent of any party (other than the Borrower) to any Contract or any obligor in respect of any Account is required, or purports to be required, for the execution, delivery and performance of this Agreement. Except as disclosed in writing by the Borrower to the Lender, neither the Borrower nor (to the best of the Borrower's knowledge) any other

party to any Account or Contract is in default or is likely to become in default in the performance or observance of any of the terms of such Account or Contract.

- (e) Execution and Delivery; Enforceability. This Agreement has been duly authorized, executed and delivered by the Borrower and is a valid and binding obligation of the Borrower enforceable against the Borrower in accordance with its terms, subject only to bankruptcy, insolvency, liquidation, reorganization, moratorium and other similar laws generally affecting the enforcement of creditors' rights, and to the fact that equitable remedies (such as specific performance and injunction) are discretionary remedies.
 - (f) Motor Vehicles. A description of all motor vehicles and other "serial number" goods (i.e. trailers, mobile homes, aircraft, aircraft engines and vessels) (including vehicle identification numbers) presently owned by the Borrower and classified as Equipment is set out in Schedule "A" to this Agreement.
 - (g) No Consumer Goods. The Borrower does not own any Consumer Goods which are material in value or which are material to the business, operations, property, condition or prospects (financial or otherwise) of the Borrower.
 - (h) Intellectual Property Rights. All material Intellectual Property Rights owned by the Borrower, and all rights of the Borrower to the use of any Intellectual Property Rights, are described in Schedule "A" to this Agreement. To the best of the Borrower's knowledge, each such Intellectual Property Right is valid, subsisting, unexpired, enforceable and has not been abandoned. Except as set out in such Schedule, none of such Intellectual Property Rights has been licensed or franchised by the Borrower to any Person.
 - (i) Investment Property. Each of the partnership agreements, articles of association or other constating documents, as applicable, of each Issuer which is a partnership or limited liability company and which equity interest in such partnership or limited liability company may form part of the Collateral of the Borrower, expressly states that such equity interest thereof is a "Security" for the purposes of the STA. All of the Borrower's Instruments and Investment Property (including all Securities, Securities Entitlements and Securities Accounts) are set out in Schedule "A" to this Agreement.
6. **Survival of Representations and Warranties.** All agreements, representations, warranties and covenants made by the Borrower in this Agreement are material, will be considered to have been relied on by the Lender and will survive the execution and delivery of this Agreement or any investigation made at any time by or on behalf of the Lender and any disposition or payment of the Liabilities until the Release Date.
7. **Covenants.** The Borrower covenants and agrees with the Lender that:
- (a) Further Documentation. The Borrower will from time to time, at the expense of the Borrower, promptly and duly authorize, execute and deliver such further instruments and documents, and take such further action, as the Lender may request for the purpose of obtaining or preserving the full benefits of, and the rights and powers granted by, this Agreement (including the filing of any financing statements or financing change statements under any Applicable Law with respect to the Security Interests created by this Agreement). The Borrower acknowledges that this Agreement has been prepared based on the existing Applicable Laws in the province referred to in the "Governing

Law" section of this Agreement and that a change in such laws, or the Applicable Laws of other jurisdictions, may require the execution and delivery of different forms of security documentation. Accordingly, the Borrower agrees that the Lender will have the right to require that this Agreement be amended, supplemented or replaced, and that the Borrower will immediately on request by the Lender authorize, execute and deliver any such amendment, supplement or replacement (i) to reflect any changes in such laws, whether arising as a result of statutory amendments, court decisions or otherwise, (ii) to facilitate the creation and registration of appropriate security in all appropriate jurisdictions, or (iii) if the Borrower merges or amalgamates with any other Person or enters into any corporate reorganization, in each case in order to confer on the Lender Security Interests similar to, and having the same effect as, the Security Interests created by this Agreement.

- (b) Delivery of Certain Collateral. Promptly upon request from time to time by the Lender, the Borrower will deliver (or cause to be delivered) to the Lender, endorsed and/or accompanied by such instruments of assignment and transfer in such form and substance as the Lender may reasonably request, any and all Instruments, Securities, Documents of Title and Chattel Paper included in or relating to the Collateral as the Lender may specify in its request.

Without limiting the generality of the foregoing, the Borrower will also take all action the Lender deems advisable to cause the Lender to have Control of any Investment Property included in the Collateral, including:

- (i) provide to the Lender a complete and accurate copy of each statement, confirmation, notice, proxy statement, proxy and other communication relating to any Investment Property included in the Collateral and received by the Borrower from any Person (including any Securities Intermediary or broker) obligated with respect to such Investment Property;
- (ii) deliver to any Securities Intermediary designated by the Lender any Certificated Securities included in the Collateral (together with each endorsement or power of attorney that such Securities Intermediary requests to accomplish the assignment or other transfer of such Certificated Security to such Securities Intermediary) and instruct such Securities Intermediary to hold such Certificated Security for the account of the Lender and until such delivery, hold such Certificated Security in trust for the Lender and cause any security interest in any Intangible or Investment Property included in the Collateral that is not represented by Certificated Security to be registered or otherwise reflected in the name of the Lender or any other Person designated by the Lender;
- (iii) enter into Control Agreements with the Lender, and any applicable Securities Intermediary or Issuer, in form and substance satisfactory to the Lender;
- (iv) cause the Collateral to be transferred to or registered in the name of the Lender or its nominee or otherwise as the Lender may direct (and causing such transfer and registration to be recorded on the books and records of the Issuer); and
- (v) deliver to the Lender any and all consents or other documents or agreements which may be necessary to effect the transfer of any Collateral to the Lender or any third party.

- (c) Application of the STA: The Borrower shall ensure at all times that each of the partnership agreements, articles of association or other constating documents, as applicable, of each Issuer which is a partnership or limited liability company and which equity interest in such partnership or limited liability company may form part of the Collateral of the Borrower, expressly states that such equity interest thereof is a "Security" for the purposes of the STA and shall promptly take all action the Lender deems advisable to cause the Lender to have Control of any such Collateral in accordance with this Section 7.
- (d) Payment of Expenses; Indemnification. The Borrower will pay on demand, and will indemnify and save the Lender harmless from, any and all liabilities, costs and expenses (including legal fees and expenses on a solicitor and own client basis and any sales, goods and services, harmonized sales tax or other similar taxes payable to any Governmental Authority with respect to any such liabilities, costs and expenses) (i) incurred by the Lender in the preparation, registration, administration or enforcement of this Agreement or any other Loan Document, (ii) with respect to, or resulting from, any failure or delay by the Borrower or any other Obligor in performing or observing any of its obligations under this Agreement or any other Loan Document (as applicable), or (iii) incurred by the Lender in performing or observing any of the other covenants of the Borrower or other Obligor under this Agreement or any other Loan Document (as applicable).
- (e) Maintenance of Records. The Borrower will keep and maintain accurate and complete records of the Collateral, including a record of all payments received and all credits granted with respect to the Accounts and Contracts. At the written request of the Lender, the Borrower will mark any Collateral specified by the Lender to evidence the existence of the Security Interests created by this Agreement.
- (f) Right of Inspection. The Borrower will permit the Lender and its employees and agents to enter upon and inspect any of its Property, from time to time on reasonable notice and during normal business hours and make copies of and extracts from such books and records, and discuss its affairs, finances and accounts with any of its officers, directors, accountants and auditors; provided that such prior notice shall not be required if a Pending Event of Default or an Event of Default has occurred and is continuing. The Borrower shall permit authorized representatives and agents of the Lender to discuss its affairs, finances and accounts with, and be advised as to the same by, its officers, employees and independent chartered accountants (and by this provision the Borrower irrevocably authorizes and instructs such officers, employees and independent chartered accountants to discuss with the Lender the financial affairs of the Borrower), all at such reasonable times and intervals and to such reasonable extent as the Lender may request in the absence of an Event of Default, and otherwise, at all times and intervals as the Lender may designate.
- (g) Limitations on Other Security Interests. The Borrower will not create, incur or permit to exist, and will defend the Collateral against, and will take such other action as is necessary to remove, any and all Security Interests in and other claims affecting the Collateral, other than the Security Interests created by this Agreement, Permitted Liens or as permitted in writing by the Lender, and the Borrower will defend the right, title and interest of the Lender in and to the Collateral against the claims and demands of all Persons.

- (h) Limitations on Dispositions of Collateral. The Borrower will not, without the Lender's prior written consent, sell, lease or otherwise dispose of any of the Collateral, except in accordance with the Credit Agreement.
- (i) Limitations on Modifications, Waivers, Extensions. Other than as permitted by paragraph (j) below, the Borrower will not (i) amend, modify, terminate or waive any provision of any Permit, Contract or any document giving rise to an Account in any manner which is or could reasonably be expected to be materially adverse to the Borrower or the Lender, or (ii) fail to exercise promptly and diligently its rights under each Contract and each document giving rise to an Account if such failure is or could reasonably be expected to be materially adverse to the Borrower or the Lender.
- (j) Limitations on Discounts, Compromises, Extensions of Accounts. Other than in the ordinary course of business of the Borrower consistent with previous practices, the Borrower will not (i) grant any extension of the time for payment of any Account, (ii) compromise, compound or settle any Account for less than its full amount, (iii) release, wholly or partially, any Person liable for the payment of any Account, or (iv) allow any credit or discount of any Account.
- (k) Control Agreements and Control. The Borrower shall not:
 - (i) modify, terminate or attempt or agree to otherwise incur any obligation to modify or terminate any Control Agreement or any contract with a Securities Intermediary under which any Securities Account included in the Collateral is established or maintained; or
 - (ii) give Control of any Investment Property included in the Collateral to any Person other than the Lender, whether by entering into any agreement, instrument or document with a Securities Intermediary for the purpose of giving a Person other than the Lender Control of any Investment Property.
- (l) Maintenance of Collateral. The Borrower shall keep the Collateral in good repair and working condition.
- (m) Insurance. The Borrower will maintain insurance on the Collateral and for the operation of its businesses in such amounts and against such risks as would be customarily obtained and maintained by a prudent owner of similar Collateral operating a similar business, including appropriate liability insurance, business interruption insurance and third party liability insurance. The Borrower shall provide copies of such policies to the Lender, at the Lender's request, which policies shall be satisfactory to the Lender acting reasonably. Each such insurance policy shall include an endorsement whereby the insurers agree to give the Lender not less than thirty (30) days' notice of the cancellation of the policy of insurance and permit the Lender to cure any default which may exist under the policy. The Borrower shall name the Lender as loss payee or additional insured as its interest may appear in all of its policies of insurance or otherwise assure the Lender of the availability of continuing coverage in a manner satisfactory to the Lender and all real property policies shall contain such standard mortgage clauses as the Lender shall require for the protection of the Collateral.
- (n) Further Identification of Collateral. The Borrower will promptly furnish to the Lender such statements and schedules further identifying and describing the Collateral, and such

other reports in connection with the Collateral, as the Lender may from time to time reasonably request, including an updated list of any motor vehicles or other "serial number" goods owned by the Borrower and classified as Equipment, including vehicle identification numbers.

- (o) Notices. The Borrower will advise the Lender promptly and, where applicable, within the time limits prescribed in the Credit Agreement and the Loan Documents, in reasonable detail, of (i) any Security Interest (other than the Security Interests created by this Agreement and any Security Interest permitted in writing by the Lender) on, or claim asserted against, any of the Collateral, (ii) the occurrence of any event, claim or occurrence that could reasonably be expected to have a Material Adverse Effect on the value of the Collateral or on the Security Interests created by this Agreement, (iii) any change in the location of any place of business (including additional locations) or the chief executive office of the Borrower, (iv) any change in the location of any of the tangible Collateral (including additional locations), (v) any acquisition of real property by the Borrower, (vi) any change in the name of the Borrower, (vii) any merger or amalgamation of the Borrower with any other Person, (viii) any additional jurisdiction in which material accounts Borrowers of the Borrower are located, (ix) any change in the Investment Property owned by it from that set out on Schedule "A" hereto, and (x) any material loss of or damage to any of the Collateral. The Borrower agrees not to effect or permit any of the changes referred to in clauses (iii) to (ix) above unless all filings have been made and all other actions taken that are required in order for the Lender to continue at all times following such change to have a valid and perfected Security Interest in respect of all of the Collateral and to have Control of any Investment Property included therein.
- (p) Delivery of Agreements re Intellectual Property Rights. The Borrower will promptly, following demand from time to time by the Lender, authorize, execute and deliver any and all agreements, instruments, documents and papers that the Lender may request to evidence the Lender's Security Interests in any Intellectual Property Rights and, where applicable, the goodwill of the business of the Borrower connected with the use of, and symbolized by, any such Intellectual Property Rights.

8. **Rights on Default.** If an Event of Default has occurred, all of the Liabilities will, at the option of the Lender, become immediately due and payable and the security constituted by this Agreement will become enforceable, and the Lender may, personally or by agent, at such time or times as the Lender in its discretion may determine, do any one or more of the following:

- (a) Rights under PPSA, etc. Exercise all of the rights and remedies granted to secured parties under the PPSA and any other applicable statute, or otherwise available to the Lender at law or in equity.
- (b) Demand Possession. Demand possession of any or all of the Collateral, in which event the Borrower will, at the expense of the Borrower, immediately cause the Collateral designated by the Lender to be assembled and made available and/or delivered to the Lender at any place designated by the Lender.
- (c) Take Possession. Enter on any premises where any Collateral is located and take possession of, disable or remove such Collateral.

- (d) Deal with Collateral. Hold, store and keep idle, or operate, lease or otherwise use or permit the use of, any or all of the Collateral for such time and on such terms as the Lender may determine, and demand, collect and retain all earnings and other sums due or to become due from any Person in respect of any of the Collateral.
- (e) Carry on Business. Carry on, or concur in the carrying on of, any or all of the business or undertaking of the Borrower and enter on, occupy and use (without charge by the Borrower) any of the premises, buildings, plant and undertaking of, or occupied or used by, the Borrower.
- (f) Enforce Collateral. Seize, collect, receive, enforce or otherwise deal with any Collateral in such manner, on such terms and conditions and at such times as the Lender deems advisable.
- (g) Dispose of Collateral. Realize on any or all of the Collateral and sell, lease, assign, give options to purchase, or otherwise dispose of and deliver any or all of the Collateral (or contract to do any of the above), in one or more parcels at any public or private sale, at any exchange, broker's board or office of the Lender or elsewhere, on such terms and conditions as the Lender may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery.
- (h) Court-Approved Disposition of Collateral. Apply to a court of competent jurisdiction for the sale or foreclosure of any or all of the Collateral.
- (i) Purchase by Lender. At any public sale, and to the extent permitted by Applicable Law on any private sale, bid for and purchase any or all of the Collateral offered for sale and, upon compliance with the terms of such sale, hold, retain and dispose of such Collateral without any further accountability to the Borrower or any other Person with respect to such holding, retention or disposition, except as required by Applicable Law. In any such sale to the Lender, the Lender may, for the purpose of making payment for all or any part of the Collateral so purchased, use any claim for Liabilities then due and payable to it as a credit against the purchase price.
- (j) Collect Accounts. Notify the account debtors or obligors under any Accounts of the assignment of such Accounts to the Lender and direct such account debtors or obligors to make payment of all amounts due or to become due to the Borrower in respect of such Accounts directly to the Lender and, upon such notification and at the expense of the Borrower, enforce collection of any such Accounts, and adjust, settle or compromise the amount or payment of such Accounts, in such manner and to such extent as the Lender deems appropriate in the circumstances.
- (k) Transfer of Securities. Transfer any Securities forming part of the Collateral into the name of the Lender or its nominee, with or without disclosing that the Securities are subject to the Security Interests arising under this Agreement.
- (l) Exercise of Rights. Exercise any and all rights, privileges, entitlements and options pertaining to any Securities forming part of the Collateral as if the Lender were the absolute owner of such Securities.

- (m) Payment of Liabilities. Pay any liability secured by any Security Interest against any Collateral. The Borrower will immediately on demand reimburse the Lender for all such payments.
- (n) Borrow and Grant Security Interests. Borrow money for the maintenance, preservation or protection of any Collateral or for carrying on any of the business or undertaking of the Borrower and grant Security Interests on any Collateral (in priority to the Security Interests created by this Agreement or otherwise) as security for the money so borrowed. The Borrower will immediately on demand reimburse the Lender for all such borrowings.
- (o) Appoint Receiver. Appoint by instrument in writing one or more Receivers of the Borrower or any or all of the Collateral with such rights, powers and authority (including any or all of the rights, powers and authority of the Lender under this Agreement) as may be provided for in the instrument of appointment or any supplemental instrument, and remove and replace any such Receiver from time to time. To the extent permitted by Applicable Law, any Receiver appointed by the Lender will (for purposes relating to responsibility for the Receiver's acts or omissions) be considered to be the agent of the Borrower and not of the Lender.
- (p) Court-Appointed Receiver. Apply to a court of competent jurisdiction for the appointment of a Receiver of the Borrower or of any or all of the Collateral.
- (q) Consultants. Require the Borrower to engage a consultant of the Lender's choice, or engage a consultant on its own behalf, such consultant to receive the full cooperation and support of the Borrower and its employees, including unrestricted access to the premises, books and records of the Borrower; all reasonable and documented fees and expenses of such consultant shall be for the account of the Borrower and the Borrower hereby authorizes any such consultant to report directly to the Lender and to disclose to the Lender any and all information obtained in the course of such consultant's employment.

The Lender may exercise any or all of the foregoing rights and remedies without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except as required by Applicable Law) to or on the Borrower or any other Person, and the Borrower by this Agreement waives each such demand, presentment, protest, advertisement and notice to the extent permitted by Applicable Law. None of the above rights or remedies will be exclusive of or dependent on or merge in any other right or remedy, and one or more of such rights and remedies may be exercised independently or in combination from time to time. Without prejudice to the ability of the Lender to dispose of the Collateral in any manner which is commercially reasonable, the Borrower acknowledges that a disposition of Collateral by the Lender which takes place substantially in accordance with the following provisions will be deemed to be commercially reasonable:

- (i) Collateral may be disposed of in whole or in part;
- (ii) Collateral may be disposed of by public auction, public tender or private contract, with or without advertising and without any other formality;
- (iii) any purchaser or lessee of Collateral may be a customer of the Lender;

- (iv) a disposition of Collateral may be on such terms and conditions as to credit or otherwise as the Lender, in its sole discretion, may deem advantageous; and
 - (v) the Lender may establish an upset or reserve bid or price in respect of Collateral.
- 9. **Grant of Licence.** For the purpose of enabling the Lender to exercise its rights and remedies under Section 8 when the Lender is entitled to exercise such rights and remedies, and for no other purpose, the Borrower grants to the Lender an irrevocable, non exclusive licence (exercisable without payment of royalty or other compensation to the Borrower) to use, assign or sublicense any or all of the Intellectual Property Rights, including in such licence reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer programs used for the compilation or printout of the same.
- 10. **Sale of Securities.** The Lender is authorized, in connection with any offer or sale of any Securities forming part of the Collateral, to comply with any limitation or restriction as it may be advised by counsel is necessary to comply with Applicable Law, including compliance with procedures that may restrict the number of prospective bidders and purchasers, requiring that prospective bidders and purchasers have certain qualifications, and restricting prospective bidders and purchasers to Persons who will represent and agree that they are purchasing for their own account or investment and not with a view to the distribution or resale of such Securities. The Borrower further agrees that compliance with any such limitation or restriction will not result in a sale being considered or deemed not to have been made in a commercially reasonable manner, and the Lender will not be liable or accountable to the Borrower for any discount allowed by reason of the fact that such Securities are sold in compliance with any such limitation or restriction.
- 11. **Application of Proceeds.** All Proceeds of Collateral received by the Lender or a Receiver may be applied to discharge or satisfy any expenses (including the Receiver's remuneration and other expenses of enforcing the Lender's rights under this Agreement), Security Interests in favour of Persons other than the Lender, borrowings, taxes and other outgoings affecting the Collateral or which are considered advisable by the Lender or the Receiver to protect, preserve, repair, process, maintain or enhance the Collateral or prepare it for sale, lease or other disposition, or to keep in good standing any Security Interests on the Collateral ranking in priority to any of the Security Interests created by this Agreement, or to sell, lease or otherwise dispose of the Collateral. The balance of such Proceeds may, at the sole discretion of the Lender, be held as collateral security for the Liabilities or be applied to such of the Liabilities (whether or not the same are due and payable) in such manner and at such times as the Lender considers appropriate and thereafter will be accounted for as required by Applicable Law.
- 12. **Continuing Liability of Borrower.** The Borrower will remain liable for any Liabilities that are outstanding following realization of all or any part of the Collateral and the application of the Proceeds thereof.
- 13. **Lender's Appointment as Attorney in Fact.** Effective upon the occurrence of an Event of Default, the Borrower constitutes and appoints the Lender and any officer or agent of the Lender, with full power of substitution, as the Borrower's true and lawful attorney in fact with full power and authority in the place of the Borrower and in the name of the Borrower or in its own name, from time to time in the Lender's discretion after an Event of Default, to take any and all appropriate action and to execute any and all documents and instruments as, in the opinion of such attorney acting reasonably, may be necessary or desirable to accomplish the purposes of this Agreement. These powers are coupled with an interest and are irrevocable until the Release Date.

Nothing in this Section affects the right of the Lender as lender or any other Person on the Lender's behalf, to sign and file or deliver (as applicable) all such financing statements, financing change statements, notices, verification agreements and other documents relating to the Collateral and this Agreement as the Lender or such other Person considers appropriate.

14. **Performance by Lender of Borrower's Obligations.** If the Borrower fails to perform or comply with any of the obligations of the Borrower under this Agreement, the Lender may, but need not, perform or otherwise cause the performance or compliance of such obligation, provided that such performance or compliance will not constitute a waiver, remedy or satisfaction of such failure. The expenses of the Lender incurred in connection with any such performance or compliance will be payable by the Borrower to the Lender immediately on demand, and until paid, any such expenses will form part of the Liabilities and will be secured by the Security Interests created by this Agreement.
15. **Interest.** If any amount payable to the Lender under this Agreement is not paid when due, the Borrower will pay to the Lender, immediately on demand, interest on such amount from the date due until paid, at a rate equal at all times to the highest rate per annum payable under the Credit Agreement (but, for greater certainty, without duplication of interest included in the Liabilities), as provided and calculated in accordance with the Credit Agreement. All amounts payable by the Borrower to the Lender under this Agreement, and all interest on all such amounts, will form part of the Liabilities and will be secured by the Security Interests created by this Agreement.
16. **Severability.** Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and will be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.
17. **Rights of Lender; Limitations on Lender's Obligations.**
 - (a) **Limitations on Lender's Liability.** The Lender will not be liable to the Borrower or any other Person for any failure or delay in exercising any of the rights of the Borrower under this Agreement (including any failure to take possession of, collect, sell, lease or otherwise dispose of any Collateral, or to preserve rights against prior parties). Neither the Lender, a Receiver nor any agent of the Lender (including, in any applicable jurisdiction, any sheriff) 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 Collateral in its possession. Neither the Lender nor any Receiver will be liable for any, and the Borrower will bear the full risk of all, loss or damage to any and all of the Collateral (including any Collateral in the possession of the Lender or any Receiver) caused for any reason other than the gross negligence or wilful misconduct of the Lender or such Receiver.
 - (b) **Borrower Remains Liable under Accounts and Contracts.** Notwithstanding any provision of this Agreement, the Borrower will remain liable under each of the documents giving rise to the Accounts and under each of the Contracts to observe and perform all the conditions and obligations to be observed and performed by the Borrower thereunder, all in accordance with the terms of each such document and Contract. The Lender will have no obligation or liability under any Account (or any document giving rise thereto) or Contract by reason of or arising out of this Agreement or the receipt by the Lender of any payment relating to such Account or Contract pursuant hereto, and in particular (but

without limitation), the Lender will not be obligated in any manner to perform any of the obligations of the Borrower under or pursuant to any Account (or any document 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 document 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.

- (c) Collections on Accounts and Contracts. The Lender hereby authorizes the Borrower to collect the Accounts and payments under the Contracts in the normal course of the business of the Borrower and for the purpose of carrying on the same. If required by the Lender at any time, following the occurrence of an Event of Default which is continuing any payments of Accounts or under Contracts, when collected by the Borrower, will be forthwith (and, in any event, within two Business Days) deposited by the Borrower in the exact form received, duly endorsed by the Borrower to the Lender if required, in a special collateral account maintained by the Lender, and until so deposited, will be held by the Borrower in trust for the Lender, segregated from other funds of the Borrower. All such amounts while held by the Lender (or by the Borrower in trust for the Lender) and all income in respect thereof will continue to be collateral security for the Liabilities and will not constitute payment thereof until applied as hereinafter provided. If an Event of Default has occurred and is continuing, the Lender may apply all or any part of the amounts on deposit in said special collateral account on account of the Liabilities in such order as the Lender may elect. At the Lender's request, the Borrower will deliver to the Lender any documents evidencing and relating to the agreements and transactions which gave rise to the Accounts and Contracts, including all original orders, invoices and shipping receipts.
- (d) Analysis of Accounts. If an Event of Default has occurred, the Lender will have the right to analyze and verify the Accounts in any manner and through any medium that it reasonably considers advisable, and the Borrower will furnish all such assistance and information as the Lender may require in connection therewith. If an Event of Default has occurred, the Lender may in its own name or in the name of others (including the Borrower) communicate with account borrowers on the Accounts and parties to the Contracts to verify with them to its satisfaction the existence, status, amount and terms of any Account or any Contract. At any time and from time to time following the occurrence of an Event of Default, upon the Lender's reasonable request and at the expense of the Borrower, the Borrower will furnish to the Lender reports showing reconciliations, aging and test verifications of, and trial balances for, the Accounts.

- 18. Dealings by Lender. The Lender will not be obliged to exhaust its recourse against the Borrower or any other Person or against any other security it may hold in respect of the Liabilities before realizing upon or otherwise dealing with the Collateral in such manner as the Lender may consider desirable. The Lender may grant extensions of time and other indulgences, take and give up security, accept compositions, grant releases and discharges and otherwise deal with the Borrower and any other Person, and with any or all of the Collateral, and with other security and sureties, as the Lender may see fit, all without prejudice to the Liabilities or to the rights and remedies of the Lender under this Agreement. The powers conferred on the Lender under this Agreement are solely to protect the interests of the Lender in the Collateral and will not impose any duty upon the Lender to exercise any such powers.

19. **Release of Debtor:** The Borrower will be entitled to require a discharge by notice to the Lender upon, but only upon the occurrence of the Release Date. Upon the written request of the Borrower given at any time on or after the Release Date, the Lender shall, at the expense of the Borrower, release the Borrower and the Collateral from the Security Interest and such release shall serve to terminate any licence granted in this Agreement. Upon such release, and at the request and expense of the Borrower, the Lender shall execute and deliver to the Borrower such releases and discharges as the Borrower may reasonably request.
20. **Communication.** Any communication required or permitted to be given under this Agreement will be in writing and will be effectively given if (i) delivered personally, (ii) sent by prepaid courier service or mail, or (iii) sent by e-mail, in each case to the Borrower or the Lender as specified in the Credit Agreement. Any communication so given will be deemed to have been given and to have been received on the day of delivery if so delivered, or on the day of e-mail transmission or sending provided that such day is a Business Day and the communication is so delivered or sent prior to 4:30 p.m. (local time at the place of receipt). Otherwise, such communication will be deemed to have been given and to have been received on the following Business Day. Any communication sent by mail will be deemed to have been given and to have been received on the fifth Business Day following mailing, provided that no disruption of postal service is in effect. The Borrower and the Lender may from time to time change their respective addresses for notice by giving notice to the other in accordance with the provisions of this Section.
21. **Release of Information.** The Borrower authorizes the Lender to provide a copy of this Agreement and such other information as may be requested of the Lender by Persons entitled thereto pursuant to any Applicable Law, and otherwise with the consent of the Borrower.
22. **Waivers and Indemnity.** To the extent permitted by Applicable Law, the Borrower unconditionally and irrevocably waives (i) all claims, damages and demands it may acquire against the Lender arising out of the exercise by the Lender or any Receiver of any rights or remedies under this Agreement or at law, and (ii) all of the rights, benefits and protections given by any present or future statute that imposes limitations on the rights, powers or remedies of a Lender or on the methods of, or procedures for, realization of security, including any "seize or sue" or "anti-deficiency" statute or any similar provision of any other statute. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by the Lender. The Lender will not, by any act or delay, be deemed to have waived any right or remedy hereunder or to have acquiesced in any Event of Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of the Lender, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Lender of any right or remedy hereunder on any one occasion will not be construed as a bar to any right or remedy which the Lender would otherwise have on any future occasion. Neither the taking of any judgment nor the exercise of any power of seizure or sale will extinguish the liability of the Borrower to pay the Liabilities, nor will the same operate as a merger or any covenant contained in this Agreement or of any other liability, nor will the acceptance of any payment or other security constitute or create any novation. The Borrower agrees to indemnify the Lender from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever (except by reason of the negligence or willful misconduct of the Lender or any of its agents or employees) which may be imposed on, incurred by, or asserted against the Lender and arising by reason of any action (including any action referred to in this Agreement) or

inaction or omission to do any act legally required by the Borrower. This indemnification will survive the Release Date for a period of two years.

23. **Environmental License and Indemnity.** The Borrower hereby grants to the Lender and its employees and agents an irrevocable and non-exclusive license, subject to the rights of tenants, to enter any of the premises of the Borrower to conduct audits, testing and monitoring with respect to hazardous substances and to remove and analyze any hazardous substance at the cost and expense of the Borrower (which cost and expense will form part of the Liabilities and will be payable immediately on demand and secured by the Security Interests created by this Agreement). The Borrower will indemnify the Lender and hold the Lender harmless against and from all losses, costs, damages and expenses which the Lender may sustain, incur or be or become liable at any time whatsoever for by reason of or arising from the past, present or future existence, clean-up, removal or disposal of any hazardous substance on or about any property owned or occupied by the Lender or compliance with environmental laws or environmental orders relating thereto, including any clean-up, decommissioning, restoration or remediation of any premises owned or occupied by the Borrower or other affected lands or property. This indemnification will survive the Release Date for a period of two years.
24. **Amalgamation.** If the Borrower is a corporation, the Borrower acknowledges that if it amalgamates with any other corporation or corporations, then (i) the Collateral and the Security Interests created by this Agreement will extend to and include all the property and assets of the amalgamated corporation and to any property or assets of the amalgamated corporation thereafter owned or acquired, (ii) the term "Borrower", where used in this Agreement, will extend to and include the amalgamated corporation, and (iii) the term "Liabilities", where used in this Agreement, will extend to and include the Liabilities of the amalgamated corporation.
25. **Governing Law; Attornment.** This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario. Without prejudice to the ability of the Lender to enforce this Agreement in any other proper jurisdiction, the Borrower irrevocably submits and attorns to the non-exclusive jurisdiction of the courts of such province. To the extent permitted by Applicable Law, the Borrower irrevocably waives any objection (including any claim of inconvenient forum) that it may now or hereafter have to the venue of any legal proceeding arising out of or relating to this Agreement in the courts of such Province.
26. **Interpretation.** Unless otherwise expressly provided in this Agreement, if any matter in this Agreement is subject to the consent or approval of the Lender or is to be acceptable to the Lender, such consent, approval or determination of acceptability will be in the sole discretion of the Lender. If any provision in this Agreement refers to any action taken or to be taken by the Borrower, or which the Borrower is prohibited from taking, such provision will be interpreted to include any and all means, direct or indirect, of taking, or not taking, such action. The division of this Agreement into sections and paragraphs, and the insertion of headings, is for convenience of reference only and will not affect the construction or interpretation of this Agreement. Unless the context otherwise requires, words importing the singular include the plural and vice versa, and words importing gender include all genders. When used in this Agreement, the word "including" (or includes) means "including (or includes) without limitation". Any reference in this Agreement to a "Section" means the relevant Section of this Agreement.
27. **Successors and Assigns.** This Agreement will enure to the benefit of, and be binding on, the Borrower and its successors and permitted assigns, and will enure to the benefit of, and be binding on, the Lender and its successors and assigns. The Borrower may not assign this

Agreement, or any of its rights or obligations under this Agreement, without the prior written consent of the Lender.

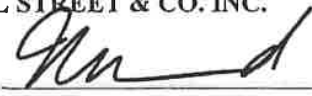
28. **Paramountcy.** To the extent that there is any inconsistency between a provision of the Credit Agreement and a provision of this Agreement, the provision of the Credit Agreement shall govern. For greater certainty, a provision of the Credit Agreement and a provision of this Agreement shall not be considered to be inconsistent if both relate to the same subject-matter and the provision in this Agreement imposes more onerous obligations or restrictions than the corresponding provision in the Credit Agreement.
29. **Acknowledgment of Receipt/Waiver.** The Borrower acknowledges receipt of an executed copy of this Agreement and, to the extent permitted by Applicable Law, waives the right to receive a copy of any financing statement, financing change statement or verification statement in respect of any registered financing statement or financing change statement prepared, registered or issued in connection with this Agreement.
30. **Execution / Electronic Delivery.** This Agreement may be executed by way of facsimile or other electronic means (including via electronic mail in portable document format), which so signed shall be deemed to be an original.

[Signature page to follow.]

IN WITNESS WHEREOF, the Borrower has duly executed this Agreement as of the date set out on the first page hereof.

MILL STREET & CO. INC.

Per:


Name: Noah Murad

Title: President

SCHEDULE A

Places of Business

7616 Yonge Street, Thornhill, ON L4J 1V9

Legal and Business Names

Mill Street & Co. Inc. (previously having the name Mill Street Funding Partners Inc.)

Location of Collateral

- 7616 Yonge Street, Thornhill, ON L4J 1V9
- 365 Bay Street, Suite 800, Toronto, ON M5H 2V1

Jurisdictions of Account Borrowers

Ontario.

Locations of Real Property

7616 Yonge Street, Thornhill, ON L4J 1V9 (leased from 2455432 Ontario Inc.)

Descriptions of Motor Vehicles and Other Serial Number Good

Not applicable.

Intellectual Property Rights

Not applicable.

Investment Property

- 6,000 common shares in the capital of Saleevent.com Inc.
- 100 common shares in the capital of 2534898 Ontario Inc.
- 100 Class B common shares in the capital of All Source Security Container Mfg. Corp.
- 100 Class B common shares in the capital of All Source Security Container Holding Corporation
- 1,000,100 common shares in the capital of 2548343 Ontario Inc.
- 100 common shares in the capital of 2455432 Ontario Inc.
- 6,000 common shares in the capital of 2332361 Ontario Inc.
- 10,000 common shares in the capital of 2543604 Ontario Inc.
- 101 common shares in the capital of The Fastway Group Ltd.
- 50 Common shares in the capital of Dfendus Security Solutions Inc.
- 475 Common shares in the capital of Aperio, Inc.
- 250,143 Common shares in the capital of Lumbermens Credit Group Ltd.
- 950 Common shares in the capital of Tuque Inc.

TAB D

Exhibit “D”

Limited Recourse Guarantee and Securities Pledge Agreement

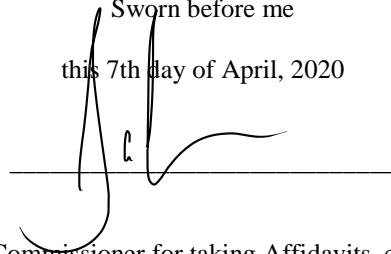
Attached is Exhibit "D"

Referred to in the

AFFIDAVIT OF TIMOTHY OLDFIELD

Sworn before me

this 7th day of April, 2020

A handwritten signature in black ink, appearing to be "J. L. [unclear]", is written over a horizontal line.

Commissioner for taking Affidavits, etc

LIMITED RECOURSE GUARANTEE AND INDEMNITY AGREEMENT

This Agreement is made as of the 16th day of May, 2018,

BETWEEN:

2394419 ONTARIO LIMITED AND 997322 ONTARIO INC.
(collectively, the "**Guarantors**" and each a "**Guarantor**")

AND:

CROWN CAPITAL PRIVATE CREDIT FUND, LP, by its
General Partner **CROWN CAPITAL PRIVATE CREDIT
MANAGEMENT INC.** (the "**Lender**")

WHEREAS:

- A. Pursuant to a Credit Agreement dated as of the date hereof (together with all amendments, modifications, supplements, restatements or replacements, if any, from time to time thereafter made thereto) (the "**Credit Agreement**") between the Lender and **MILL STREET & CO. INC.** (the "**Borrower**"), as borrower, the Lender has agreed to make available to the Borrower the Loan;
- B. Each Guarantor receives direct and indirect benefits from the extension of credit to the Borrower under the Credit Agreement;
- C. As a condition to making available the Loan, each of the Guarantors is required to execute and deliver this Agreement to the Lender;
- D. As security for the payment by the Guarantors of the Guaranteed Obligations (as hereinafter defined), the Guarantors have entered into a pledge agreement in favour of the Lender dated the date hereof (the "**Pledge Agreement**"); and
- E. All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement.

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which are acknowledged, each of the Guarantors jointly and severally agrees with the Lender as follows:

1. Guarantee. Each of the Guarantors hereby unconditionally and jointly and severally guarantees to the Lender and its successors and assigns, forthwith upon demand, prompt and complete payment and performance of all indebtedness, liabilities and obligations of the Borrower to the Lender arising in connection with or pursuant to the Credit Agreement and the Loan Documents, present or future, direct or indirect, absolute or contingent, joint, several or joint and several, at any time owing or remaining unpaid by the Borrower to the Lender in any currency, including all principal, interest, commissions, fees (including receiver's fees and

expenses), reasonable legal costs (on a solicitor and its own client basis) and other costs, charges and expenses, and the payment of all costs and expenses incurred by the Lender in enforcing any rights under this Agreement or the Loan Documents (collectively, the "**Guaranteed Obligations**"). For greater certainty and without limiting the generality of the foregoing, the Guaranteed Obligations shall include all principal, interest and fees due by the Borrower to the Lender, all obligations of the Borrower under any other agreement made between the Borrower and the Lender in connection with or pursuant to the Credit Agreement or the Loan Documents, and any liability of the Borrower arising under guarantees provided by the Borrower to the Lender in connection with the obligations of other parties.

2. Indemnity. In addition to the guarantee provided in Section 1, and as a separate and distinct obligation, each of the Guarantors jointly and severally agrees to indemnify and save harmless the Lender from and against all direct and indirect claims, demands, losses, damages, liabilities, charges, obligations, payments and expenses of any nature or kind, howsoever or whenever arising, which the Lender may suffer or incur in any way relating to or arising from the failure of the Borrower to pay and satisfy the Guaranteed Obligations. Notwithstanding the foregoing, under no circumstances shall any Guarantor be liable for any special damages or consequential damages.

3. Continuing Guarantee. The guarantee contained herein shall be a continuing guarantee and shall secure the Guaranteed Obligations and any ultimate balance thereof until the Borrower's indefeasible repayment and performance in full of the Guaranteed Obligations in accordance with Section 3.1 of the Credit Agreement. This Agreement shall continue in full force and effect regardless of whether any Guarantor or any other party responsible for the payment of the Guaranteed Obligations or any portion thereof shall cease to be so liable for any reason whatsoever, including without limitation by reason of prescription, operation of law or release by the Lender.

4. Borrower's Status and Authority. All monies, advances, renewals or credits in fact borrowed or obtained from the Lender by the Borrower shall be deemed to form part of the Guaranteed Obligations, notwithstanding any lack or limitation of status or power, incapacity or disability of the Borrower or its directors, officers, employees or agents, or that the Borrower may not be a legal entity or that such borrowing or obtaining of monies, advances, renewals or credits or the execution and delivery of any agreement or document by or on behalf of the Borrower is in excess of the powers of the Borrower or any of its directors, officers, employees or agents or is in any way irregular, defective, fraudulent or informal. The Lender has no obligation to enquire into the powers of the Borrower or any of its directors, officers, employees or agents acting or purporting to act on its behalf, and shall be entitled to rely on this provision notwithstanding any actual or imputed knowledge regarding any of the foregoing matters.

5. Guarantee Absolute. The liability of each of the Guarantors hereunder shall be absolute and unconditional irrespective of, and shall not be released, discharged, limited or otherwise affected by anything done, suffered or permitted by the Lender in connection with the Borrower, the Guaranteed Obligations or any security held by or granted to the Lender to secure payment or performance of the Guaranteed Obligations. Without limiting the generality of the foregoing, the obligations and liabilities of each of the Guarantors hereunder shall be absolute and unconditional and shall not be released, discharged, limited or otherwise affected by:

- (a) any lack of validity or enforceability of any agreement between the Lender and the Borrower relating to the advance of monies or granting of credit to the Borrower or any other agreement or instrument relating thereto;
- (b) any change in the name, objects, capital stock, constating documents or by-laws, ownership or control of the Borrower;
- (c) any amalgamation, merger, consolidation or other reorganization of the Borrower or of its business or affairs;
- (d) the dissolution, winding-up, liquidation or other distribution of the assets of the Borrower, whether voluntary or otherwise;
- (e) the Borrower becoming insolvent or bankrupt or subject to the provisions of the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada), the arrangement provisions of applicable corporate legislation, or any similar or successor legislation, or the Lender voting in favour of any proposal, arrangement or compromise in connection with any of the foregoing;
- (f) the loss of or failure to obtain, register, perfect or maintain any security held by the Lender, whether occasioned through the Lender's failure or neglect or otherwise;
- (g) the valuation by the Lender of any of its security, which shall not be considered as a purchase of such security, or as payment on account of the Guaranteed Obligations;
- (h) the failure or neglect of the Lender to demand payment of the Guaranteed Obligations from the Borrower, any guarantor of the Borrower or any other party, or the failure or neglect of the Lender to enforce all or any of the Lender's security;
- (i) any right or alleged right of set-off, counterclaim, appropriation or application or any claim or demand that the Borrower or any Guarantor may have or may allege to have against the Lender or any other person, which rights are hereby waived by the Guarantors to the extent permitted by Applicable Laws;
- (j) any dealings described in Section 6 hereof; or
- (k) any other circumstances which might otherwise constitute a legal or equitable defence available to, or complete or partial discharge of, the Borrower in respect of the Guaranteed Obligations or of the Guarantors in respect of this Agreement.

6. Dealings with the Borrower and Others. Without releasing, discharging, limiting or otherwise affecting in whole or in part the obligations of either Guarantor under this Agreement, and without notice to or the consent of either Guarantor, the Lender may from time to time:

- (a) amend the terms and conditions applicable to the Guaranteed Obligations with the consent of the Borrower acting reasonably, waive compliance with any such terms or conditions in whole or in part, or amend or terminate any agreement applicable to the Guaranteed Obligations with the consent of the Borrower acting reasonably;
- (b) make advances to the Borrower and receive repayments in respect of the Guaranteed Obligations, and increase or decrease the amount of credit available to the Borrower;
- (c) grant time, renewals, extensions, indulgences, releases and discharges to the Borrower;
- (d) in a manner consistent with the Credit Agreement, take or refrain from taking guarantees from other parties or security from the Borrower, any guarantor of the Borrower or any other party, or from registering or perfecting any security;
- (e) in a manner consistent with the Credit Agreement, release, discharge, compromise, realize, enforce or otherwise deal with or do any act or thing in respect of any and all security given by the Borrower, any guarantor of the Borrower or any other party, with or without consideration;
- (f) accept compromises or arrangements from the Borrower, any guarantor of the Borrower or any other party;
- (g) exercise any right or remedy which it may have against the Borrower, any guarantor of the Borrower or any other party or with respect to any security;
- (h) apply all monies at any time received from the Borrower, any guarantor of the Borrower or other party or from the proceeds of any security upon such part of the Guaranteed Obligations as the Lender may see fit, or change any such application in whole or in part from time to time as the Lender may see fit, notwithstanding any direction which may be given to the Lender regarding application of such monies by the Borrower, any guarantor of the Borrower or any other party; and
- (i) otherwise deal with, waive or modify its right to deal with, the Borrower, any guarantor of the Borrower or any other party and all security held by the Lender, with the consent of the Borrower acting reasonably.

Any amount which is not recoverable hereunder from a Guarantor as guarantor shall be recoverable from such Guarantor as principal debtor. Accordingly, neither Guarantor shall be discharged nor shall the liability of either Guarantor be affected by any act, thing, omission or means whatsoever unless such act, thing, omission or means is sufficient to discharge each Guarantor as guarantor and as principal debtor.

7. Limited Recourse Guarantee. Notwithstanding anything to the contrary herein, the liability of each Guarantor under this Agreement is for the sole purpose of enabling the Lender to

obtain an effective charge and security interest in their respective portion of the Collateral (as defined in the Pledge Agreement). Notwithstanding any other provisions hereof:

- (a) the liability of each Guarantor to the Lender under this Agreement is limited to such liability as is required to enable the Lender to obtain an effective charge and security interest in their respective portion of the Collateral, and to permit the Lender to realize upon such Collateral;
- (b) the Lender shall not be entitled to sue or to commence any action against either Guarantor to recover any sum owing by such Guarantor to the Lender pursuant to this Agreement, unless such suit or action is necessary to permit the Lender to realize upon such Guarantor's portion of the Collateral; and
- (c) in the event that a Guarantor shall default in its obligations under this Agreement, the sole recourse of the Lender against such Guarantor with respect to such obligations shall be with respect to such Guarantor's portion of the Collateral, or any amounts received upon the realization of such Collateral, and the Lender shall not, under any circumstances, have any right hereunder to any other payment from such Guarantor or against any of its other property or assets with respect to the Guaranteed Obligations, and for greater certainty such Guarantor shall not be liable hereunder to pay to the Lender any amount by which the Guaranteed Obligations exceed the proceeds of realization of such Guarantor's portion of the Collateral.

8. No Obligation to Exercise Other Remedies. The Lender shall not be obliged to exhaust its recourse against the Borrower, guarantors of the Borrower or other parties or enforce any security held in respect of the Guaranteed Obligations or take any other action or legal proceeding before being entitled to payment from each Guarantor under this Agreement. Each Guarantor hereby waives all benefits of discussion and division.

9. Enforcement. The Lender shall be entitled to make demand on each Guarantor upon a demand being made by the Lender on the Borrower after the occurrence of an Event of Default under the Credit Agreement.

10. Accounts Settled. Any account stated by the Lender to be due to it from the Borrower shall be accepted by each Guarantor as conclusive evidence that the said amount is so due, in the absence of manifest error or evidence to the contrary.

11. Waiver. The Lender shall not, by any act, delay, omission or otherwise, be deemed to have expressly or impliedly waived any of its rights, powers or remedies unless such waiver shall be in writing and executed by an authorized officer of the Lender. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by the Lender of any right, power or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power or remedy which the Lender would otherwise have on any future occasion, whether similar in kind or otherwise.

12. Foreign Currency Obligations. To the extent permitted by Applicable Law, the Guaranteed Obligations of the Guarantors shall, notwithstanding any payment in any other currency (the "**Other Currency**") (whether pursuant to a judgment or otherwise), be discharged only by payment in the currency in which they are due (the "**Agreed Currency**") and the Lender may, in accordance with normal banking procedures, purchase the sum paid in the Other Currency (after any premium and costs of exchange) on the Business Day immediately after the day on which the Lender receives the payment. If the amount in the Agreed Currency that may be so purchased for any reason falls short of the amount originally due, the Guarantors shall pay all additional amounts, in the Agreed Currency, as may be necessary to compensate for the shortfall. Any obligation of the Guarantors not discharged by that payment shall, to the extent permitted by Applicable Law, be due as a separate and independent obligation and, until discharged as provided in this section, continue in full force and effect.

13. Disclosure. To the extent permitted by Applicable Laws, each Guarantor waives any duty on the part of the Lender to disclose to each Guarantor any facts relating to the Borrower or other guarantors of the Guaranteed Obligations which the Lender may now or hereafter know, regardless of whether the Lender has reason to believe any such facts materially increase the risk beyond that which each Guarantor intends to assume, it being understood and agreed that each Guarantor is fully responsible for being and keeping fully informed.

14. Taxes, etc. All payments made by any Guarantor under this Agreement to the Lender shall be made free and clear of, and without deduction for or on account of, any present or future taxes, levies, assessments, deductions, withholdings or other governmental charges of any nature whatsoever now or hereafter imposed by any official body in any jurisdiction ("**Taxes**"). If any Taxes are required to be withheld or deducted from any amounts payable by any Guarantor to the Lender hereunder, each such Guarantor shall:

- (a) within the time period for payment permitted by Applicable Law pay to the appropriate governmental body the full amount of such Taxes and any additional taxes, levies, assessments, deductions, withholdings or other governmental charges in respect of the payment required under section 14(b) hereof and make such reports and filings in connection therewith in the manner required by Applicable Law; and
- (b) pay to the Lender an additional amount which (after deduction of all Taxes incurred by reason of the payment or receipt of such additional amount) will be sufficient to yield to the Lender the full amount which would have been received by it had no deduction or withholding been made.

Upon the request of the Lender, each Guarantor shall furnish to the Lender the original or a certified copy of a receipt for (or other satisfactory evidence as to) the payment of each of the Taxes (if any) payable in respect of such payment.

15. Assignment. Each Guarantor hereby consents to the sale, assignment, transfer or other disposition to a financial institution (the "**Assignee**") by the Lender, at any time and from time to time hereafter, of this Agreement and the Guaranteed Obligations, or of any portion thereof, or participation therein including, without limitation, the right, title, interest, remedies, powers

and/or duties of the Lender thereunder. Each Guarantor agrees that it shall execute and deliver such documents as the Lender may reasonably request in connection with any such sale, assignment, transfer or other disposition. The Assignee shall, to the extent of the interest so assigned or transferred, be entitled to the benefit of and the right to enforce this Agreement to the same extent as if the Assignee were the Lender. No Guarantor shall be entitled to assign or transfer this Agreement or any of such Guarantor's rights, duties or obligations hereunder without the prior written consent of the Lender.

16. Revival of Indebtedness and Liability. If at any time all or any part of any payment previously applied by the Lender to any portion of the Guaranteed Obligations is rescinded or returned by the Lender for any reason whatsoever, whether voluntarily or involuntarily (including, without limitation, arising from or in connection with the insolvency, bankruptcy or reorganization of the Borrower or any of the Guarantors, or any allegation that the Lender received a payment in the nature of a preference), then to the extent that such payment is rescinded or returned such portion of the Guaranteed Obligations shall be deemed to have continued in existence notwithstanding such application by the Lender, and this Agreement shall continue to be effective or be reinstated, as the case may be, as to such portion of the Guaranteed Obligations as though such payment to the Lender had not been made.

17. Assignment and Postponement of Amounts Due to the Guarantors. Except for such payments as are permitted by the Credit Agreement, payment of all present and future debts and liabilities of the Borrower to any of the Guarantors (the "**Postponed Indebtedness**") is hereby postponed to payment of the Guaranteed Obligations. If any Guarantor now or in the future holds any security for the Postponed Indebtedness (the "**Postponed Security**"), the security interests, charges and encumbrances constituted thereby shall be postponed to all present and future security held by the Lender in respect of the Guaranteed Obligations, notwithstanding the order of execution, delivery, registration or perfection of the security interests held by the Lender and the Guarantors, respectively, the order of advancement of funds, the order of crystallization of security, or any other matter which may affect the relative priorities of such security interests. No Guarantor may initiate or take any action to enforce the Postponed Security without the prior written consent of the Lender. As security for the obligations of the Guarantors to the Lender under this Agreement, each Guarantor assigns to the Lender the Postponed Indebtedness and the Postponed Security.

18. Subrogation. The Guarantors shall have no right to be subrogated to the Lender unless: (i) the Guarantors shall have paid to the Lender an amount equal to the Guaranteed Obligations; (ii) any other party regarded by the Lender as having a potential right of subrogation shall have waived such right and consented to the assignment of the Guaranteed Obligations and any security held by the Lender to the Guarantors; (iii) the Lender shall have received from the Borrower a release of all claims and demands which the Borrower may have against the Lender, including any obligation of the Lender to grant additional credit to the Borrower; and (iv) the Guarantors shall have executed and delivered to the Lender a release of any claims which any Guarantor may have against the Lender in respect of the Guaranteed Obligations or this Agreement, together with an acknowledgment that the Guaranteed Obligations and any security assigned by the Lender to either Guarantor shall be assigned on an "as is, where is" basis and without recourse to the Lender. All documents listed above shall be in form and substance satisfactory to the Lender, acting reasonably.

19. Additional and Separate Security. This Agreement is in addition to and not in substitution for any other security now or hereafter held by the Lender in respect of the Borrower, the Guaranteed Obligations or the collateral securing the Guaranteed Obligations and any other present and future rights or remedies which the Lender might have in respect thereof, including guarantees provided by other parties.

20. Set-Off. The Lender may from time to time set off the obligations of each Guarantor to the Lender under this Agreement against any indebtedness at any time owing by the Lender to each Guarantor, whether or not any of such obligations may be unliquidated, contingent or unmatured.

21. Entire Agreement. This Agreement together with the Pledge Agreement constitutes the entire agreement between each Guarantor and the Lender relating to the subject matter hereof, and supersedes all prior agreements, representations, warranties, understandings, conditions or collateral agreements, whether oral or written, express or implied, with respect to the subject matter hereof.

22. Governing Law and Attornment. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Without prejudice to the ability of the Lender to enforce this Agreement in any other proper jurisdiction, each Guarantor irrevocably submits and attorns to the non-exclusive jurisdiction of the courts of the Province of Ontario in connection with this Agreement.

23. Notice. All written notices and other written communications with respect to this Agreement or any of the other Loan Documents shall be sent by ordinary or registered mail, by telecopy or delivered in person, and:

in the case of the Lender shall be sent to:

Crown Capital Private Credit Fund, LP,
c/o Crown Capital Partners Inc.
Suite 4330, 77 King Street W.
Toronto, ON M5K 1H6

Attention: Tim Oldfield
Email: tim.oldfield@crowncapital.ca

and in the case of each of the Guarantors shall be sent jointly to:

2394419 Ontario Limited
7822 Yonge Street
Thornhill, Ontario
L4J 1W3

Attention: Noah Murad
Email: nmurad@millstreetco.com

The notice or other communication so sent shall be deemed to be received on the day of personal delivery, email transmission or fax, or if mailed, three days following the date of such mailing.

24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions hereof, and each such provision shall be interpreted in such a manner as to render them valid, legal and enforceable to the greatest extent permitted by Applicable Law. Each provision of this Agreement is declared to be separate, severable and distinct.

25. Number, Gender and Persons. Unless the context otherwise requires, words importing the singular in number only shall include the plural and *vice versa*, words importing the use of gender shall include the masculine, feminine and neuter genders and words importing persons shall include individuals, corporations, partnerships, associations, trusts, unincorporated organizations, governmental bodies and other legal or business entities.

26. Amalgamation of Guarantors. Each Guarantor acknowledges and agrees that in the event that it amalgamates with any other persons (which it is prohibited from doing without the prior written consent of the Lender, such consent not to be unreasonably withheld or delayed) then all references herein to that Guarantor shall extend to, include and bind the amalgamated corporation.

27. Counterpart Execution / Electronic Delivery. This Agreement may be executed in any number of counterparts, including by way of facsimile or other electronic means (including via electronic mail in portable document format), each of which so signed shall be deemed to be an original and all of which taken together shall be deemed to be an original and the same instrument.

28. Further Assurances. Each Guarantor shall forthwith, at its own expense and from time to time, do or file, or cause to be done or filed, all such things and shall execute and deliver all such documents, agreements, opinions, certificates and instruments reasonably requested by the Lender or its counsel as may be necessary or desirable to complete the transactions contemplated by this Agreement and carry out its provisions and intention.

29. Successors and Assigns. This Agreement shall enure to the benefit of the Lender and its successors and assigns, and shall be binding upon each Guarantor and its successors and permitted assigns.

30. Copy of Agreement. Each Guarantor acknowledges receipt of an executed copy of this Agreement.

[Signature page to follow.]

THIS AGREEMENT has been executed by the Guarantors on the date first stated above.

2394419 ONTARIO LIMITED

By: 

Name:

Title:

I have the authority to bind the corporation.

997322 ONTARIO INC.

By: 

Name:

Title:

I have the authority to bind the corporation.

PLEDGE AGREEMENT

This Agreement is made as of the 16th day of May, 2018,

BETWEEN:

2394419 ONTARIO LIMITED AND 997322 ONTARIO INC.
(collectively, the "**Pledgors**" and each a "**Pledgor**")

AND:

CROWN CAPITAL PRIVATE CREDIT FUND, LP, by its
General Partner **CROWN CAPITAL PRIVATE CREDIT
MANAGEMENT INC.** (the "**Lender**")

WHEREAS:

- A. Pursuant to a credit agreement dated as of the date hereof (together with all amendments, modifications, supplements, restatements or replacements, if any, from time to time thereafter made thereto, the "**Credit Agreement**") between the Lender and **MILL STREET & CO. INC.** (the "**Borrower**"), as borrower, the Lender has agreed to make available to the Borrower the Loan;
- B. As additional security for the fulfilment of all of the obligations under the Loan Documents, each Pledgor has agreed to guarantee the Loan pursuant to a guarantee dated as of the date hereof (the "**Guarantee**") and to grant a security interest in and pledge their respective portion of the Collateral to the Lender; and
- C. All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement.

For good and valuable consideration, the receipt and adequacy of which are acknowledged by each Pledgor, the Pledgors jointly and severally agree with and in favour of the Lender 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**" means:

- (i) the shares in the capital stock of the Borrower described in Schedule A, as such Schedule may be amended, supplemented or modified from time to time (collectively, the "**Pledged Shares**") owned by each Pledgor, all Security Certificates in respect of the Pledged Shares, 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 the Borrower from time to time issued to or otherwise acquired by such Pledgor, the Security Certificates in respect thereof, 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.

"**Guaranteed Obligations**" has the meaning assigned to such term in the Guarantee.

"**Liabilities**" means all present and future indebtedness, liabilities and obligations of every kind, nature and description (whether direct or indirect, joint or several, absolute or contingent, matured or unmatured) of the Borrower to the Lender under, pursuant to or in connection with the Credit Agreement or the Loan Documents; including without limitation all principal, interest, fees, indemnities, costs and expenses owing by the Borrower thereunder.

"**Pledged Shares**" has the meaning set out in clause **Error! Reference source not found.** of the definition of "Collateral".

"**PPSA**" means the *Personal Property Security Act* (Ontario).

"**Release Date**" means the date on which the Liabilities have been indefeasibly paid and discharged in full and the Lender had no further obligations to the Borrower under the Credit Agreement and any other Loan Document pursuant to which further Liabilities may arise.

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 Pledged Shares.

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 Guaranteed Obligations, each Pledgor hereby grants to the Lender a security interest in, and pledges to the Lender, all right, title and interest of such Pledgor in and to their respective portion of the Collateral.

2.02 Security Interest Absolute

The security interest granted hereby and all rights of the Lender hereunder and all obligations of each Pledgor hereunder are unconditional and absolute and independent and separate from any other security for the Guaranteed Obligations, whether executed by the Pledgor 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 Lender to, or transfer or in any way affect or modify, any obligation or liability of any of the Pledgors with respect to any of their respective portion of the Collateral or any transaction in connection therewith.

2.04 Delivery of Collateral

All Pledged Shares must be delivered immediately to the Lender or its nominee. The Lender may, at its option, cause all or any of the Collateral of such Pledgor to be registered in the name of the Lender or its nominee.

2.05 Subsequently Acquired Collateral

To the extent either 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 Lender) 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 five (5) days after it obtains such additional Collateral, all steps and actions as the Lender deems necessary to ensure that the additional Collateral consisting of Certified Securities is delivered duly endorsed for transfer in blank to the Lender.

2.06 Attachment

Each Pledgor acknowledges 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 such Pledgor of any rights therein), that value has been given by the Lender and that such Pledgor has, or in the case of after-acquired property will have, rights in its respective portion of the Collateral or the power to transfer rights in such Collateral to the Lender.

**ARTICLE 3 - REPRESENTATIONS,
WARRANTIES AND COVENANTS**

3.01 Representations and Warranties of the Pledgor

Each Pledgor represents and warrants to the Lender that:

- (a) the Pledgor 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 Pledgor and 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 its 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:
 - (i) any security interest in favour of the Lender; or
 - (ii) any security interest in favour of a Securities Intermediary which is consented to in writing by the Lender, provided such security interest in favour of such Securities Intermediary is subordinated to the Lender's security interest in the Collateral,

with full right and authority to create the security interest and to cause delivery of the Collateral to the Lender 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 Lender 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 100% of the issued and outstanding shares of capital stock or other equity interests held by each of the Pledgors in the Borrower;
- (e) except to the extent previously disclosed to the Lender in writing, there is no existing agreement, option, right or privilege capable of becoming an agreement or option pursuant to which a 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 its 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 Pledgor

Each Pledgor covenants with the Lender that such Pledgor will:

- (a) ensure that the representations and warranties set forth in Section 3.01 will be true and correct at all times;
- (b) defend its respective portion of the Collateral against all claims and demands respecting such Collateral made by any person other than the Lender at any time and, except as otherwise provided herein, keep such Collateral free and clear of all security interests, mortgages, charges, liens and other encumbrances or interests except as approved in writing by the Lender prior to their creation or assumption;
- (c) not sell or dispose of, transfer, relinquish or otherwise deal with any of its interest in its Pledged Shares or any additional or substitute shares of the Borrower acquired by such Pledgor from time to time; and
- (d) provide to the Lender, promptly upon request, all information and evidence the Lender may reasonably request concerning its respective portion of the Collateral to enable the Lender to enforce the provisions hereof.

ARTICLE 4 - DEALING WITH COLLATERAL

4.01 Rights and Duties of the Lender

(1) The Lender 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 Lender 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 Lender 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 such Pledgor reasonably requests in writing, but failure of the Lender 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), each Pledgor is entitled to exercise, either directly or, if its respective portion of the Collateral is registered in the name of the Lender 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 such 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 Lender or would violate or be inconsistent with the Credit Agreement, the Loan Documents, 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 Guaranteed 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 Lender of any of its rights and remedies under Section 5.01, the Lender may give the Pledgor written notice prohibiting the Pledgor 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 such Pledgor will cease immediately and the Lender 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), each Pledgor is entitled to receive all dividend payments or other distributions or interest payments in respect of its respective portion of the Collateral. If such Collateral has been registered in the name of the Lender or its nominee, the Lender will execute and deliver (or cause to be executed and delivered) to such Pledgor all directions and other instruments as the Pledgor may request for the purpose of enabling the Pledgor to receive the dividends or other payments that the Pledgor is authorized to receive pursuant to this Section 4.03(1).

(2) Upon the occurrence of an Event of Default and the exercise by the Lender of any of its rights and remedies under Section 5.01, all rights of such Pledgor pursuant to Section 4.03(1) will cease, and all such rights will thereupon become vested in the Lender, and the Lender will have the

sole and exclusive right and authority to receive and retain all payments that such Pledgor would otherwise be authorized to retain pursuant to Section 4.03(1). All money and other property received by the Lender pursuant to the provisions of this Section 4.03(2) may be applied on account of the Guaranteed Obligations or may be retained by the Lender as additional Collateral hereunder and be applied in accordance with the provisions of this Agreement. All payments which are received by a Pledgor contrary to the provisions of this Section 4.03(2) will be held by such Pledgor in trust for the benefit of the Lender, will be segregated from other property or funds of the Pledgor and will be forthwith delivered to the Lender or its nominee to hold as Collateral.

ARTICLE 5 - DEFAULT AND REMEDIES

5.01 Remedies

(1) Upon the occurrence of an Event of Default, any or all security granted hereby will, at the option of the Lender, become immediately enforceable; and in addition to any right or remedy provided by law or any other agreement, the Lender 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 Lender or its nominee if it has not already done so in accordance with Section 2.04;
- (b) vote any of the Collateral (whether or not registered in the name of the Lender 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 Borrower, all without liability except to account for property actually received by the Lender;
- (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 Lender. For such purposes each requirement relating thereto and prescribed by law or otherwise is hereby waived by such Pledgor to the extent permitted by law and in any offer or sale of any of the Collateral the Lender is authorized to comply with any limitation or restriction in connection with such offer or sale as the Lender 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 Lender be liable or accountable to the Pledgor 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 Guaranteed Obligations upon notice to the Pledgor of its intention to do so in the manner required by law.

(2) The Lender 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 Lender sees fit without prejudice to the liability of the Pledgors to the Lender or the Lender's rights hereunder.

(3) The Lender 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 Lender, the Pledgors or any other person, in respect of the Collateral.

(4) The Lender 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 Lender may apply any balance of such proceeds to payment of the Guaranteed Obligations in such order as the Lender sees fit. If there is any surplus remaining, the Lender may pay it to any person having a claim thereto in priority to such Pledgor of whom the Lender has knowledge and any balance remaining must be paid to such Pledgor. If the disposition of the Collateral fails to satisfy the Guaranteed Obligations secured by this Agreement and the aforesaid expenses, the Pledgors will not be liable to pay any deficiency to the Lender forthwith on demand.

5.02 Payment of Expenses

The Lender may charge on its own behalf and also pay to others all reasonable out-of-pocket expenses of the Lender 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 Lender, 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 Lender 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 successors and permitted assigns of the parties.

6.02 Entire Agreement

This Agreement has been entered into pursuant to the provisions of the Credit Agreement 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 Credit Agreement, the rights and obligations of the parties will be governed by the provisions of the Credit Agreement. 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 Lender and the Pledgors with respect to the subject matter hereof other than as expressly set forth in this Agreement or in the Credit Agreement.

6.03 Termination of Pledge

This Agreement and the security interest created hereunder will terminate when the Collateral is no longer subject to the security interest in accordance with the Credit Agreement. Upon such termination any Collateral then in the custody of the Lender or its nominee must be re-delivered to the Pledgor as soon as practicable.

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 Lender under this Agreement may be assigned by the Lender as provided for in the Credit Agreement. The Pledgors may not assign their 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

All written notices and other written communications with respect to this Agreement or any of the Loan Documents shall be sent by ordinary or registered mail, by telecopy or delivered in person, and:

in the case of the Lender shall be sent to:

Crown Capital Private Credit Fund, LP,
c/o Crown Capital Partners Inc.
Suite 4330, 77 King Street W.
Toronto, ON M5K 1H6

Attention: Tim Oldfield
Email: tim.oldfield@crowncapital.ca

and in the case of each of the Pledgors shall be sent to:

2394419 Ontario Limited
7822 Yonge Street
Thornhill, Ontario
L4J 1W3

Attention: Noah Murad
Email: nmurad@millstreetco.com

The notice or other communication so sent shall be deemed to be received on the day of personal delivery, email transmission or fax, or if mailed, three days following the date of such mailing.

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 Lender and this Agreement is a continuing agreement and security that will remain in full force and effect until discharged by the Lender.

6.09 Remedies Cumulative

The rights and remedies of the Lender hereunder are cumulative and are in addition to and not in substitution for any other security now or hereafter held by the Lender or any other rights or 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.

6.10 Further Assurances

Each Pledgor 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 Lender 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

Each Pledgor hereby irrevocably constitutes and appoints the Lender and any officer or agent thereof the true and lawful attorney of such Pledgor 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 such Pledgor 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

Each Pledgor hereby indemnifies and agrees to hold harmless the Lender from and against any and all claims, losses and liabilities arising out of or from this Agreement (including enforcement of this Agreement).

6.13 Discharge

Each Pledgor will not be discharged from any of the Guaranteed Obligations or from this Agreement except by a release or discharge signed in writing by the Lender. Each Pledgor will be entitled to require a discharge by notice to the Lender upon, but only upon the occurrence of the Release Date. Upon the written request of a Pledgor given at any time on or after the Release Date, the Lender shall, at the expense of such Pledgor, release such Pledgor and the Collateral from the security interest granted herein. Upon such release, and at the request and expense of a Pledgor, the Lender shall execute and deliver to such Pledgor such releases and discharges as such Pledgor may reasonably request.

6.14 Governing Law and Attornment

This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Without prejudice to the ability of the Lender to enforce this Agreement in any other proper jurisdiction, each Pledgor irrevocably submits and attorns to the non-exclusive jurisdiction of the courts of the Province of Ontario in connection with this Agreement.

6.15 Counterparts / Electronic Execution

This Agreement may be executed in any number of counterparts, including by way of facsimile or other electronic means (including via electronic mail in portable document format), each of which so signed shall be deemed to be an original and all of which taken together shall be deemed to be an original and the same instrument.

6.16 Executed Copy

Each Pledgor acknowledges receipt of a fully executed copy of this Agreement.

[Signature page to follow.]

THIS AGREEMENT has been executed by the Pledgors on the date first stated above.

2394419 ONTARIO LIMITED

By: 

Name:

Title:

I have the authority to bind the corporation.

997322 ONTARIO INC.

By: 

Name:

Title:

I have the authority to bind the corporation.

SCHEDULE A

List of Pledged Shares

A. 2394419 Ontario Limited

12,338,500 Common Shares (Voting) held by 2394419 Ontario Limited in Mill Street & Co. Inc. represented by Share Certificate No. C-4.

B. 997322 Ontario Inc.

12,338,500 Common Shares (Voting) held by 997322 Ontario Inc. in Mill Street & Co. Inc. represented by Share Certificate No. C-3.

Series/Class: common shares
Certificate No.: C-3
Number of Shares: 12,338,500
Date: July 26, 2016
Shareholder: 997322 ONTARIO INC.

From whom Transferred: Treasury
No. Original Certificate:
Number of Original Shares:
No. of Shares Transferred:

No. C-3

INCORPORATED UNDER THE LAW OF THE PROVINCE OF ONTARIO

–12,338,500– Shares

MILL STREET & CO. INC.

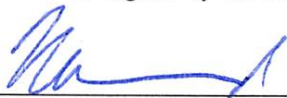
This is to Certify that **997322 ONTARIO INC.**
is the registered holder of **Twelve Million Three Hundred Thirty Eight Thousand Five Hundred (12,338,500)**
fully paid and non-assessable common shares in the capital of the Corporation.

The class or series of shares represented by this Certificate has rights, privileges, restrictions or conditions attached thereto and the Corporation will furnish to the holder, on demand and without charge, a full copy of the text of,

- (i) the rights, privileges, restrictions and conditions attached to the said shares and to each class authorized to be issued and to each series insofar as the same have been fixed by the directors, and
- (ii) the authority of the directors to fix the rights, privileges, restrictions and conditions of subsequent series, if applicable.

RESTRICTIONS ON TRANSFER. There are restrictions on the right to transfer the shares represented by this Certificate.

IN WITNESS WHEREOF the Corporation has caused this Certificate to be signed by its duly authorized officers of the Corporation on July 26, 2016.



Noah Murad, President & Secretary

WD00033812.DOCX

THE SECURITIES EVIDENCED BY THIS CERTIFICATE ARE SUBJECT TO THE TERMS OF, AND DISPOSITION AND TRANSFER OF SUCH SECURITIES IS RESTRICTED IN ACCORDANCE WITH, THE PROVISIONS OF A UNANIMOUS SHAREHOLDERS' AGREEMENT MADE BETWEEN THE CORPORATION AND ITS SHAREHOLDERS. A COPY OF THE SAID AGREEMENT, TOGETHER WITH ALL AMENDMENTS AND SUPPLEMENTS THERETO, IS AVAILABLE FOR INSPECTION FROM THE SECRETARY OF THE CORPORATION ON REQUEST AND WITHOUT CHARGE AT ITS REGISTERED OFFICE.

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE THE DATE THAT IS 4 MONTHS AND A DAY AFTER THE LATER OF (I) NOVEMBER 5, 2013, AND (II) THE DATE THE ISSUER BECAME A REPORTING ISSUER IN ANY PROVINCE OR TERRITORY.

THE CORPORATION IS AUTHORIZED TO ISSUE SHARES OF MORE THAN ONE CLASS AND SERIES. THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE RIGHTS, PRIVILEGES, RESTRICTIONS OR CONDITIONS ATTACHED THERETO. THE CORPORATION WILL FURNISH TO A SHAREHOLDER, ON DEMAND AND WITHOUT CHARGE, A FULL COPY OF THE TEXT OF: (I) THE RIGHTS, PRIVILEGES, RESTRICTIONS AND CONDITIONS ATTACHED TO THIS SHARE AND TO EACH CLASS AUTHORIZED TO BE ISSUED AND TO EACH SERIES INsofar AS THE SAME HAVE BEEN FIXED BY THE DIRECTORS, AND (II) THE AUTHORITY OF THE DIRECTORS TO FIX THE RIGHTS, PRIVILEGES, RESTRICTIONS AND CONDITIONS OF SUBSEQUENT SERIES, IF APPLICABLE.

For Value Received, _____ hereby sell, assign and transfer unto,

PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS OF ASSIGNEE

Shares of the Capital Stock represented by the within certificate, and do hereby irrevocably constitute and appoint

Attorney, to transfer the said Stock on the Books of the within named Corporation, with full power of substitution in the premises.

Dated: _____

Signature of
Transferor: _____

NOTICE: THE SIGNATURE TO THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF THE CERTIFICATE IN EVERY PARTICULAR WITHOUT ALTERATION OR ENLARGEMENT OR ANY CHANGE WHATEVER.

Series/Class: common shares
Certificate No.: C-4
Number of Shares: 12,338,500
Date: July 26, 2016
Shareholder: 2394419 ONTARIO LTD.

From whom Transferred: Treasury
No. Original Certificate:
Number of Original Shares:
No. of Shares Transferred:

No. C-4

INCORPORATED UNDER THE LAW OF THE PROVINCE OF ONTARIO

-12,338,500- Shares

MILL STREET & CO. INC.

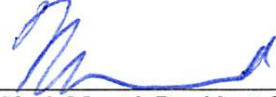
This is to Certify that 2394419 ONTARIO LTD.
is the registered holder of **Twelve Million Three Hundred Thirty Eight Thousand Five Hundred (12,338,500)**
fully paid and non-assessable common shares in the capital of the Corporation.

The class or series of shares represented by this Certificate has rights, privileges, restrictions or conditions attached thereto and the Corporation will furnish to the holder, on demand and without charge, a full copy of the text of,

- (i) the rights, privileges, restrictions and conditions attached to the said shares and to each class authorized to be issued and to each series insofar as the same have been fixed by the directors, and
- (ii) the authority of the directors to fix the rights, privileges, restrictions and conditions of subsequent series, if applicable.

RESTRICTIONS ON TRANSFER. There are restrictions on the right to transfer the shares represented by this Certificate.

IN WITNESS WHEREOF the Corporation has caused this Certificate to be signed by its duly authorized officers of the Corporation on July 26, 2016.



Noah Murad, President & Secretary

THE SECURITIES EVIDENCED BY THIS CERTIFICATE ARE SUBJECT TO THE TERMS OF, AND DISPOSITION AND TRANSFER OF SUCH SECURITIES IS RESTRICTED IN ACCORDANCE WITH, THE PROVISIONS OF A UNANIMOUS SHAREHOLDERS' AGREEMENT MADE BETWEEN THE CORPORATION AND ITS SHAREHOLDERS. A COPY OF THE SAID AGREEMENT, TOGETHER WITH ALL AMENDMENTS AND SUPPLEMENTS THERETO, IS AVAILBLE FOR INSPECTION FROM THE SECRETARY OF THE CORPORATION ON REQUEST AND WITHOUT CHARGE AT ITS REGISTERED OFFICE.

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE THE DATE THAT IS 4 MONTHS AND A DAY AFTER THE LATER OF (I) APRIL 19, 2013, AND (II) THE DATE THE ISSUER BECAME A REPORTING ISSUER IN ANY PROVINCE OR TERRITORY.

THE CORPORATION IS AUTHORIZED TO ISSUE SHARES OF MORE THAN ONE CLASS AND SERIES. THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE RIGHTS, PRIVILEGES, RESTRICTIONS OR CONDITIONS ATTACHED THERETO. THE CORPORATION WILL FURNISH TO A SHAREHOLDER, ON DEMAND AND WITHOUT CHARGE, A FULL COPY OF THE TEXT OF: (I) THE RIGHTS, PRIVILEGES, RESTRICTIONS AND CONDITIONS ATTACHED TO THIS SHARE AND TO EACH CLASS AUTHORIZED TO BE ISSUED AND TO EACH SERIES INSOFAR AS THE SAME HAVE BEEN FIXED BY THE DIRECTORS, AND (II) THE AUTHORITY OF THE DIRECTORS TO FIX THE RIGHTS, PRIVILEGES, RESTRICTIONS AND CONDITIONS OF SUBSEQUENT SERIES, IF APPLICABLE.

For Value Received, _____ hereby sell, assign and transfer unto,

PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS OF ASSIGNEE

Shares of the Capital Stock represented by the within certificate, and do hereby irrevocably constitute and appoint

Attorney, to transfer the said Stock on the Books of the within named Corporation, with full power of substitution in the premises.

Dated: _____


Signature of
Transferor: _____

NOTICE: THE SIGNATURE TO THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF THE CERTIFICATE IN EVERY PARTICULAR WITHOUT ALTERATION OR ENLARGEMENT OR ANY CHANGE WHATEVER.

SHARE TRANSFER POWER OF ATTORNEY

FOR VALUE RECEIVED the undersigned transfers to Crown Capital Private Credit Fund, LP, by its general partner Crown Capital Private Credit Management Inc. (the "Lender") as of May 16th 2018, 12,338,500 Common (Voting) Shares in the capital of Mill Street & Co. Inc. (the "Corporation") registered in the name of the undersigned on the books of the Corporation and represented by certificate No. C-3. The undersigned irrevocably constitutes and appoints the Lender, or its designated nominee, as the attorney of the undersigned with full power of substitution to transfer such shares.

997322 ONTARIO INC.

By: 
Name: Monica Murad
Title: President


I have the authority to bind the corporation.

SHARE TRANSFER POWER OF ATTORNEY

FOR VALUE RECEIVED the undersigned transfers to Crown Capital Private Credit Fund, LP, by its general partner Crown Capital Private Credit Management Inc., (the "**Lender**") as of May 16th 2018, 12,338,500 Common (Voting) Shares in the capital of Mill Street & Co. Inc. (the "**Corporation**") registered in the name of the undersigned on the books of the Corporation and represented by certificate No. C-4. The undersigned irrevocably constitutes and appoints the Lender, or its designated nominee, as the attorney of the undersigned with full power of substitution to transfer such shares.

2394419 ONTARIO LIMITED

By:


Name: Noah Mureed
Title: President

I have the authority to bind the corporation.

TAB E

Exhibit “E”
Debtor’s PPSA Search Results

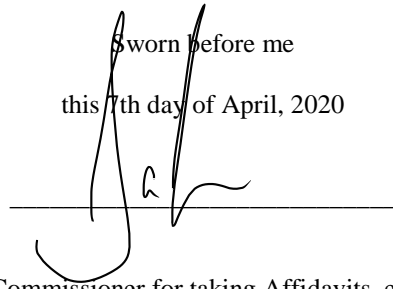
Attached is Exhibit "E"

Referred to in the

AFFIDAVIT OF TIMOTHY OLDFIELD

Sworn before me

this 7th day of April, 2020

A handwritten signature in black ink, appearing to be "J. L.", is written over a horizontal line. The signature is stylized with a large initial "J" and a smaller "L" followed by a flourish.

Commissioner for taking Affidavits, etc

RUN NUMBER : 091
RUN DATE : 2020/03/31
ID : 20200331080320.40

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

REPORT : PSSR060
PAGE : 1
(3555)

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

TYPE OF SEARCH : BUSINESS DEBTOR

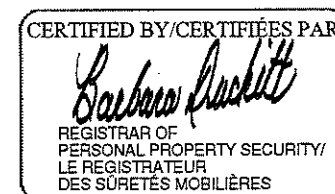
SEARCH CONDUCTED ON : MILL STREET & CO. INC.

FILE CURRENCY : 30MAR 2020

ENQUIRY NUMBER 20200331080320.40 CONTAINS 13 PAGE(S), 6 FAMILY(IES).

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

AIRD & BERLIS LLP
ATTN: SHANNON MORRIS
HOLD FOR PICK UP
TORONTO ON M5J2T9



(crj5 06/2019)

CONTINUED...

2



RUN NUMBER : 091
RUN DATE : 2020/03/31
ID : 20200331080320.40

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

REPORT : PSSR060
PAGE : 2
(3556)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : MILL STREET & CO. INC.
FILE CURRENCY : 30MAR 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
759047112

00

01

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	3		20200103 1543 1590 4015	P PPSA	10

02

03

DEBTOR NAME	DATE OF BIRTH	BUSINESS NAME	FIRST GIVEN NAME	INITIAL	SURNAME
		MILL STREET & CO. INC.			

04

ADDRESS	THORNHILL	ONTARIO CORPORATION NO.
7616 YONGE STREET		ON L4J 1V9

05

06

DEBTOR NAME	DATE OF BIRTH	BUSINESS NAME	FIRST GIVEN NAME	INITIAL	SURNAME

07

ADDRESS	ONTARIO CORPORATION NO.

08

09

SECURED PARTY / LIEN CLAIMANT	ADDRESS	FIERA PRIVATE DEBT FUND VI LP, BY ITS SOLE GENERAL PARTNER, FIERA	TORONTO	ON	M5C 2T6
	20 ADELAIDE STREET EAST, SUITE 1500				

10

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

11

12

MOTOR VEHICLE	YEAR MAKE	MODEL	VEIN

13

14

15

GENERAL COLLATERAL DESCRIPTION
ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED SECURITIES (THE "SECURITIES") IN THE CAPITAL OF 2534898 ONTARIO INC., INCLUDING WITHOUT LIMITATION ALL DIVIDENDS OR DISTRIBUTIONS DECLARED OR MADE AT

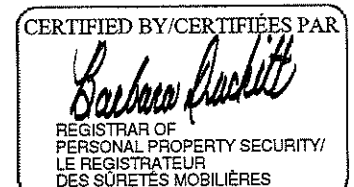
16

17

REGISTERING AGENT	ADDRESS	DENTONS CANADA LLP (AF/BBROWN)	TORONTO	ON	M5K 0A1
	77 KING STREET WEST, SUITE 400				

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

CONTINUED... 3



(crjtfu 06/2019)

RUN NUMBER : 091
RUN DATE : 2020/03/31
ID : 20200331080320.40

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

REPORT : PSSR060
PAGE : 3
(3557)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : MILL STREET & CO. INC.
FILE CURRENCY : 30MAR 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
759047112

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	3		20200103 1543 1590 4015		

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /
LIEN CLAIMANT

PRIVATE DEBT FUND GP INC., BY ITS MANAGER FIERA PRIVATE DEBT INC.

ADDRESS

COLLATERAL CLASSIFICATION

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

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
------------------	-----------	-------	--------

GENERAL
COLLATERAL
DESCRIPTION

ANY TIME IN RESPECT OF THE SECURITIES AND THE CERTIFICATES
REPRESENTING THE SECURITIES TOGETHER WITH ALL REPLACEMENTS THEREOF,
SUBSTITUTIONS THEREFOR, ACCRETIONS THERETO, INTEREST THEREON AND ALL

REGISTERING
AGENT

ADDRESS

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

CONTINUED...

4

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

(crj1fu 06/2019)

Ontario 

RUN NUMBER : 091
RUN DATE : 2020/03/31
ID : 20200331080320.40

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

REPORT : PSSR060
PAGE : 4
(3558)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : MILL STREET & CO. INC.
FILE CURRENCY : 30MAR 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
759047112

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	003	3		20200103 1543 1590 4015		

01

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

02

DEBTOR
NAME

BUSINESS NAME

03

ONTARIO CORPORATION NO.

04

ADDRESS

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

05

DEBTOR
NAME

BUSINESS NAME

06

ONTARIO CORPORATION NO.

07

ADDRESS

SECURED PARTY /
LIEN CLAIMANT

08

ADDRESS

09

COLLATERAL CLASSIFICATION

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

10

MOTOR VEHICLE	YEAR MAKE	MODEL	VEIN
------------------	-----------	-------	------

11

VEHICLE

12

GENERAL PROCEEDS THEREFROM.

13

COLLATERAL
DESCRIPTION

14

DESCRIPTION

15

REGISTERING
AGENT

16

AGENT

17

ADDRESS

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

CONTINUED...

5

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

(ej11fu 06/2019)

Ontario 

RUN NUMBER : 091
RUN DATE : 2020/03/31
ID : 20200331080320.40

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

REPORT : PSSR060
PAGE : 5
(3559)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : MILL STREET & CO. INC.
FILE CURRENCY : 30MAR 2020

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
753686352

CAUTION FILING PAGE NO. OF TOTAL PAGES MOTOR VEHICLE SCHEDULE REGISTRATION NUMBER REGISTERED UNDER REGISTRATION PERIOD
001 001 20190724 1436 1862 4235 P PPSA 5

DEBTOR NAME DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME BUSINESS NAME MILL STREET & CO. INC.

ADDRESS 7822 YONGE STREET THORNHILL ON L4J 1W3

DEBTOR NAME DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME BUSINESS NAME ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY / LIEN CLAIMANT ROYAL BANK OF CANADA

ADDRESS 383 RICHMOND STREET, SUITE 804 LONDON ON N6A 3C4

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

MOTOR VEHICLE YEAR MAKE MODEL VIN

GENERAL COLLATERAL DESCRIPTION

REGISTERING AGENT

HARRISON PENSA LLP (179157/MVI)

ADDRESS 450 TALBOT STREET LONDON ON N6A 5J6

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

CONTINUED... 6

CERTIFIED BY/CERTIFIÉES PAR
Barbara Duckitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)

Ontario

RUN NUMBER : 091
RUN DATE : 2020/03/31
ID : 20200331080320.40

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

REPORT : PSSR060
PAGE : 6
(3560)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : MILL STREET & CO. INC.
FILE CURRENCY : 30MAR 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
739381518

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20180515 1251 6083 2520	P PPSA	15

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

DEBTOR NAME BUSINESS NAME MILL STREET & CO. INC.

ADDRESS 7616 YONGE STREET THORNHILL ON L4J 1V9

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

DEBTOR NAME BUSINESS NAME

ADDRESS ONTARIO CORPORATION NO.

SECURED PARTY / CROWN CAPITAL PRIVATE CREDIT FUND, LP
LIEN CLAIMANT

ADDRESS 77 KING STREET WEST, SUITE 4300 TORONTO ON M5K 1H6

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

MOTOR	YEAR	MAKE	MODEL	VEHICLE
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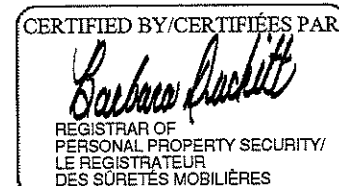
GENERAL ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.
COLLATERAL
DESCRIPTION

REGISTERING AGENT MLT AIKINS LLP

ADDRESS 1500 - 1874 SCARTH STREET REGINA SK S4P 4E9

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

CONTINUED... 7



(crjfu 06/2019)

RUN NUMBER : 091
RUN DATE : 2020/03/31
ID : 20200331080320.40

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

REPORT : PSSR060
PAGE : 7
(3561)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : MILL STREET & CO. INC.
FILE CURRENCY : 30MAR 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
723294441

00

01

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	002		20161212 1032 1862 2725	P PPSA	6

02

03

DEBTOR NAME	DATE OF BIRTH	BUSINESS NAME	FIRST GIVEN NAME	INITIAL	SURNAME
		MILL STREET & CO. INC.			

04

ONTARIO CORPORATION NO.
ON L4J 1W3

05

06

DEBTOR NAME	DATE OF BIRTH	BUSINESS NAME	FIRST GIVEN NAME	INITIAL	SURNAME

07

ONTARIO CORPORATION NO.

08

09

SECURED PARTY / LIEN CLAIMANT	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
THE TORONTO-DOMINION BANK				

ON L3T 0A8

10

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

11

12

MOTOR VEHICLE	YEAR MAKE	MODEL	VEHICLE

13

14

15

GENERAL COLLATERAL DESCRIPTION
PLEDGE OF SHARES IN THE CAPITAL STOCK OF 2548343 ONTARIO INC.

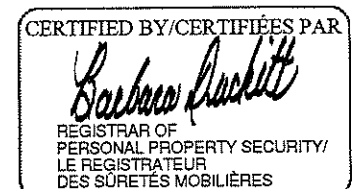
16

17

REGISTERING AGENT	ADDRESS	TORONTO	ON	M5C 3G5
BLANEY MCMURTRY LLP (J.C. PAPADAKIS)	2 QUEEN STREET EAST, SUITE 1500			

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

CONTINUED... 8



(crj1fu 06/2019)



RUN NUMBER : 091
RUN DATE : 2020/03/31
ID : 20200331080320.40

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

REPORT : PSSR060
PAGE : 8
(3562)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : MILL STREET & CO. INC.
FILE CURRENCY : 30MAR 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
723294441

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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002 002 20161212 1032 1862 2725

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /
LIEN CLAIMANT

ADDRESS 1281

COLLATERAL CLASSIFICATION

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

YEAR MAKE	MODEL	V.I.N.
-----------	-------	--------

MOTOR
VEHICLE

GENERAL
COLLATERAL
DESCRIPTION

REGISTERING
AGENT

ADDRESS

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

CONTINUED...

9

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

(crj1fu 06/2019)

Ontario 

RUN NUMBER : 091
RUN DATE : 2020/03/31
ID : 20200331080320.40

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

REPORT : PSSR060
PAGE : 9
(3563)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : MILL STREET & CO. INC.
FILE CURRENCY : 30MAR 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
723280338

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	002		20161209 1530 1862 2678	P PPSA	6

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

DEBTOR NAME : BUSINESS NAME : MILL STREET & CO. INC.

ADDRESS : 7822 YONGE STREET THORNHILL ONTARIO CORPORATION NO. : ON L4J 1W3

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

DEBTOR NAME : BUSINESS NAME : ONTARIO CORPORATION NO. :

ADDRESS :

SECURED PARTY / LIEN CLAIMANT : THE TORONTO-DOMINION BANK

ADDRESS : 220 COMMERCE VALLEY DRIVE WEST, BRANCH # MARKHAM ON L3T 0A8

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

YEAR	MAKE	MODEL	VEIN
------	------	-------	------

GENERAL : PLEDGE OF SHARES IN THE CAPITAL STOCK OF ALL SOURCE SECURITY
COLLATERAL : CONTAINER HOLDING CORPORATION.
DESCRIPTION :

REGISTERING AGENT : BLANEY MCMURTRY LLP (J.C. PAPADAKIS)
ADDRESS : 2 QUEEN STREET EAST, SUITE 1500 TORONTO ON M5C 3G5

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

CONTINUED... 10

CERTIFIED BY/CERTIFIÉES PAR
Barbara Duckitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)

Ontario 

RUN NUMBER : 091
RUN DATE : 2020/03/31
ID : 20200331080320.40

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

REPORT : PSSR060
PAGE : 10
(3564)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : MILL STREET & CO. INC.
FILE CURRENCY : 30MAR 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
723280338

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	002		20161209 1530 1862 2678		

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /
LIEN CLAIMANT

ADDRESS 1281

COLLATERAL CLASSIFICATION

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

YEAR MAKE	MODEL	V.I.N.
-----------	-------	--------

MOTOR
VEHICLE

GENERAL
COLLATERAL
DESCRIPTION

REGISTERING
AGENT

ADDRESS

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

CONTINUED... 11

CERTIFIED BY/CERTIFIÉES PAR
Barbara Duckitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(ej1fu 06/2019)

Ontario 

RUN NUMBER : 091
RUN DATE : 2020/03/31
ID : 20200331080320.40

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

REPORT : PSSR060
PAGE : 11
(3565)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : MILL STREET & CO. INC.
FILE CURRENCY : 30MAR 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
723280356

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	002		20161209 1531 1862 2679	P PPSA	6

01

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

02

DEBTOR NAME : BUSINESS NAME : MILL STREET & CO. INC.

03

ONTARIO CORPORATION NO.

04

ADDRESS : 7822 YONGE STREET THORNHILL ON L4J 1W3

05

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

06

DEBTOR NAME : BUSINESS NAME :

ONTARIO CORPORATION NO.

07

ADDRESS :

08

SECURED PARTY / THE TORONTO-DOMINION BANK

09

LIEN CLAIMANT : ADDRESS : 220 COMMERCE VALLEY DRIVE WEST, BRANCH # MARKHAM ON L3T 0A8

COLLATERAL CLASSIFICATION

10

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

11

MOTOR YEAR MAKE : MODEL : V.I.N. :

12

VEHICLE :

13

GENERAL : PLEDGE OF SHARES IN THE CAPITAL STOCK OF ALL SOURCE SECURITY

14

COLLATERAL : CONTAINER MFG. CORP.

15

DESCRIPTION :

16

REGISTERING : BLANEY MCMURTRY LLP (J.C. PAPADAKIS)

17

AGENT : ADDRESS : 2 QUEEN STREET EAST, SUITE 1500 TORONTO ON M5C 3G5

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

CONTINUED... 12

CERTIFIED BY/CERTIFIÉES PAR
Barbara Luckitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(erj1fu 06/2019)

Ontario 

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

REPORT : PSSR060
PAGE : 12
(3566)

TYPE OF SEARCH	BUSINESS DEBTOR
SEARCH CONDUCTED ON	MILL STREET & CO. INC.
FILE CURRENCY	30MAR 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LTEN

FILE NUMBER
723280356

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	002		20161209 1531 1862 2679		

01

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

02 DEBITOR

03	NAME	BUSINESS NAME
----	------	---------------

ONTARIO CORPORATION NO.

04	ADDRESS
----	---------

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
1970-01-01	JOHN	J	DOE
1975-03-15	MARY	M	SMITH
1980-07-22	DAVID	D	BROWN
1985-11-08	SARAH	S	JOHNSON
1990-05-30	MICHAEL	M	WILLIAMS
1995-09-12	EMILY	E	DAVIS
2000-02-28	JAMES	J	GARCIA
2005-06-18	OLIVIA	O	MARTIN
2010-10-05	LUCAS	L	RODRIGUEZ
2015-04-20	SOPHIA	S	LOPEZ

05 DEBTOR

06	NAME	BUSINESS NAME
----	------	---------------

ONTARIO CORPORATION NO.

07	ADDRESS
----	---------

08 ~~SECURED PARTY~~ /

LIEN CLAIMANT

09	ADDRESS
----	---------

1281

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

10

YEAR	MAKE	MODEL	V.I.N.
------	------	-------	--------

11 MOTOR

12 VEHICLE

13 GENERAL

14 COLLAT

15 DESER

16 REGIST

AGENT

ADDRESS

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

CONTINUED... 13

CERTIFIED BY/CERTIFIÉES PAR

Barbara Packitt

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

{cri1fu 06/2019}

Ontario 

RUN NUMBER : 091
RUN DATE : 2020/03/31
ID : 20200331080320.40

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

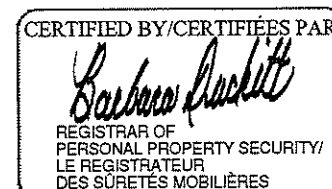
REPORT : PSSR060
PAGE : 13
(3567)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : MILL STREET & CO. INC.
FILE CURRENCY : 30MAR 2020

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
759047112	20200103	1543	1590	4015
753686352	20190724	1436	1862	4235
739381518	20180515	1251	6083	2520
723294441	20161212	1032	1862	2725
723280338	20161209	1530	1862	2678
723280356	20161209	1531	1862	2679

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



(crtj5 06/2019)

TAB F

Exhibit “F”

Notice of Default Letter dated January 17, 2020

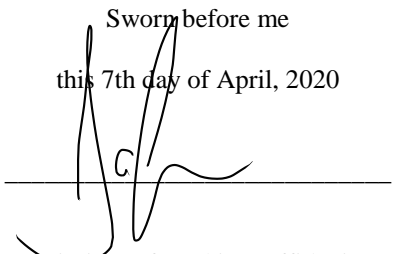
Attached is Exhibit "F"

Referred to in the

AFFIDAVIT OF TIMOTHY OLDFIELD

Sworn before me

this 7th day of April, 2020



Commissioner for taking Affidavits, etc



January 17, 2020

VIA EMAIL

Mill Street & Co. Inc.
7616 Yonge Street
Thornhill, ON L4J 1V9
Email: nmurad@millstreetco.com

2394419 Ontario Limited / 997322 Ontario Inc.
7822 Yonge Street
Thornhill, ON L4J 1W3
Email: nmurad@millstreetco.com

Attention: Noah Murad, President

Dear Sir:

Re: Events of Default Under Credit Agreement

We refer to the credit agreement dated May 16, 2018 (as amended, restated, supplemented or otherwise modified to the date hereof, the "**Credit Agreement**") between Crown Capital Private Credit Fund, LP by its general partner Crown Capital Private Credit Management Inc. ("**we**" or the "**Lender**"), as lender, and Mill Street & Co. Inc., as borrower (the "**Borrower**"), and guaranteed by 2394419 Ontario Limited and 997322 Ontario Inc. (collectively, the "**Guarantors**"). All capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Credit Agreement.

This letter constitutes formal notice that various Events of Default have occurred under the Credit Agreement including, without limitation, the following Events of Default (*which list is not intended to be an exhaustive list*):

- (a) the Borrower failed to pay accrued and unpaid interest on the Loan and the outstanding amount of the other Obligations on December 1, 2019 as required pursuant to Section 4.2 of the Credit Agreement, which failure continued unremedied for three (3) Business Days (the "**November 2019 Interest Default**"); and
- (b) the Borrower failed to pay accrued and unpaid interest on the Loan and the outstanding amount of the other Obligations on January 1, 2020 as required pursuant to Section 4.2 of the Credit Agreement, which failure continued unremedied for three (3) Business Days (the "**December 2019 Interest Default**", together with the November 2019 Interest Default, the "**Specified Defaults**")

Pursuant to Section 11.1(b) of the Credit Agreement, the Specified Defaults are Events of Default under the Credit Agreement and, with respect to the December 2019 Interest Default, is an Event of Default which is continuing as of the date of this Notice of Default.

The Lender has not, and shall not be deemed to have, waived the Specified Defaults, or any Event of Default or Pending Event of Default that has now or may in the future occur under the Credit Agreement or other Loan Documents. The Lender hereby provides notice to the Borrower and the Guarantors that the Lender reserves its right at any time to exercise any rights, remedies, powers and privileges afforded by law or under the Credit Agreement and the other Loan Documents with respect to the Specified Defaults.

The Lender hereby reserves all of its rights, remedies, powers and privileges afforded by law or under the Credit Agreement and the other Loan Documents with respect to any other Event of Default or Pending Event of Default which may have occurred on or prior to the date hereof.

The Loan Documents provide for certain privileges of the Borrower and Guarantors which shall no longer be exercised by the Borrower or Guarantors during the continuance of either an Event of Default or Pending Event of Default (or if an Event of Default or Pending Event of Default would result therefrom). Please govern yourself accordingly with regard to the occurrence and continuance of the December 2019 Interest Default.

Section 4.3 of the Credit Agreement provides that upon and after the occurrence of an Event of Default, and during the continuation thereof, the Principal Amount of the Loan and the other Obligations shall bear interest at a rate per annum equal to the interest rate otherwise payable pursuant to Section 4.1 of the Credit Agreement, plus two (2%) percent, and such interest shall be calculated in accordance with Section 4.4 of the Credit Agreement and shall be payable on demand by the Lender.

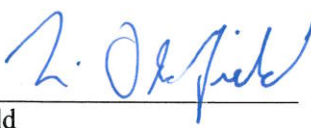
Due to the Specified Defaults, the Lender hereby demands payment of \$132,191.31 (the “**Demand Amount**”), being the accrued and unpaid interest on the Principal Amount of the Loan and the other Obligations as determined in accordance with the Credit Agreement as of January 20, 2020. If not paid to the Lender by 3:00p.m. (Ontario time) on January 20, 2020, a *per diem* of \$592.49 shall apply to the Demand Amount for each day falling within the calendar month of January, 2020 that the Demand Amount and applicable *per diem* remain outstanding. If the Demand Amount and all applicable *per diem* are not paid prior to 3:00p.m. (Ontario time) on January 31, 2020, the Lender shall issue an updated demand notice dated effective February 1, 2020 confirming the accrued and unpaid interest on the Principal Amount of the Loan and the other Obligations as determined in accordance with the Credit Agreement as of such date, which updated demand notice shall also specify the applicable *per diem* for the calendar month of February, 2020.

Without limiting the forgoing, the Lender further confirms that future interest payments under the Credit Agreement shall be at the default rate provided in Section 4.3 of the Credit Agreement, to be made on the first day of each calendar month until the foregoing sums are unconditionally and irrevocably paid to the Lender and there are no further Events of Default existing which are continuing (and thereafter at the rate of interest otherwise specified in the Credit Agreement).

This is a serious matter and we trust that the Borrower and Guarantors will give this matter their immediate attention.

Sincerely,

Crown Capital Private Credit Fund, LP,
by its general partner **Crown Capital Private Credit Management Inc.**

Per: 
Tim Oldfield
Chief Investment Officer

TAB G

Exhibit “G”

Communications from Mr. Murad on January 17 and 20, 2020

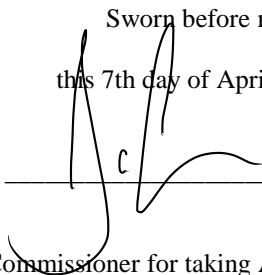
Attached is Exhibit "G"

Referred to in the

AFFIDAVIT OF TIMOTHY OLDFIELD

Sworn before me

this 7th day of April, 2020



Commissioner for taking Affidavits, etc

Jeremy Nemers

From: Noah Murad <nmurad@millstreetco.com>
Sent: January 17, 2020 5:07 PM
To: Tim Oldfield
Subject: Re: Events of Default
Attachments: Notice of Default Letter_Crown Capital_Mill Street_17 Jan 2020.pdf; ATT00001.htm

Tim

Your email and attached letter is not only surprising to me but incomprehensible.

To claim that we have not given you timely reporting or disclosures is not correct. I have personally spent dozens of hours on the phone with Crown explaining and articulating details on all aspects of our business. This is in addition to the regular reports that have been provided, reports that include additional third party financial statements that we have paid for as a result of reporting requests. The comment in the attached about permitted distributions has already been explained and not commented on. If there was an issue, it was never raised except for in this letter. The fact is the team at Crown has been preoccupied on other items and not spent enough time with the reports to understand answers we have provided. We have sent many items with no comment or reply over the last year. We have been willing to meet at any time to address any item of concern and have been proactive in telling Crown about even the smallest details of our strategy.

What you do not seem to understand is how badly we have been misled in our previous meetings where we have made operational decisions based on verbal commitments that we would receive additions to our loans. We believed that your attendance in these meetings and commentary was that of a group that would help. We acted accordingly. The delayed payments have been caused in part by Crown because we have represented to the market that we have a financial partner that will support our growth only to have this not be true beyond the initial loan. That you think you have no part in the delay or that communications to me have no connection to where we are today is, again, incomprehensible to me.

I am happy to meet you and your team on Monday or Tuesday at a time of your choosing however I will require that you immediately retract this letter and engage with us like partners.

If on the other hand you are going to take the position of a short term lender, I will immediately send this letter to my lawyers and we can have them discuss the legalities of your position.

Noah

On Jan 17, 2020, at 3:56 PM, Tim Oldfield <tim.oldfield@crowncapital.ca> wrote:

Noah,

Attached is a letter regarding certain defaults under the credit agreement between Crown and Mill Street. I was hoping to be able to meet with you in person today to discuss this, but I completely understand that you had an emergency to tend to.

The attached letter makes specific reference to the recent interest payment defaults regarding the November and December payments, which we would like to have rectified

immediately. Throughout the year we have also experienced defaults on reporting timelines as well as some potential defaults around financial covenants and permitted distributions.

We would like the opportunity to discuss this with you in person and are hoping that you have time to come and meet with Chris, Josh and I on either Monday or Tuesday next week.

Please confirm receipt of this email and let me know if there is a time that works on either Monday or Tuesday.

Sincerely,

Tim.

MILL STREET & Co.

7616 YONGE STREET
THORNHILL, ONTARIO L4J 1V9
905.764.5465

Private and Confidential

January 20, 2020

Crown Capital Partners Inc.
Bay Adelaide Centre
333 Bay Street
Suite 2730
Toronto ON M5H 2R2

Attention: Tim Oldfield

Dear Mr. Oldfield:

Re: Response to Notice of Default letter dated January 17, 2020

I am writing in response to the above-noted letter from Crown Capital Partners Inc. (“**Crown**”) alleging Events of Default pursuant to the Credit Agreement (all capitalized terms herein are as defined in your letter), which in our view, is a disingenuous version of events. At all material times, interest payments have been paid in a timely manner, all events both material and immaterial have been disclosed to Crown’s officers and substantial time and costs have been incurred by us in providing continuous disclosure to ensure that all covenants and obligations have been maintained.

However, over the past year, Crown and its officers and representatives have made continuous material and negligent misrepresentations to Mill Street to which Mill Street has relied upon to its detriment leading to damages to the company including, but not limited to: the promises of additional capital allocated to the business; the conversion of the Credit Agreement into a differing product with differing terms; and the provision of additional financial assistance to Mill Street on certain conditions of disclosure and strategic conduct to take place on the part of the company. Despite the knowledge of the company’s reliance, Crown had breached all of its promises, and, in addition, significantly delayed providing written consent to accommodate Mill Street’s actions and strategic plan created in partnership with Crown. This has caused our company to be placed in harmful positions which it was required to cure both for its own interests and to protect the security position for Crown. Mill Street has, to date, mitigated its damages and continued to grow and improve Crown’s investment, while at the same time, continued to provide timely disclosures and reasonably timely interest payments to Crown given the circumstances created by Crown’s own misconduct.

As stated, your letter and accompanying email fails to acknowledge all of the above events and brazenly alleges Events of Default under the Credit Agreement. Ultimately, prior to entering into the Credit Agreement, Crown Capital has been represented to us as a long-term partner similar to that of an equity partner, but its actions and your letter represent to us that Crown is a short-term lender. If Crown is the former but is unable or

MILL STREET & Co.

7616 YONGE STREET
THORNHILL, ONTARIO L4J 1V9
905.764.5465

unwilling to accommodate the growth of our company, then we will move to an immediate buyout of your position and advocate for a more reasonable prepayment penalty than that in the Credit Agreement to ensure a smooth transition.

If Crown is the latter and by sending your letter is acting as a lender seeking strict technical enforcement measures regardless of its conduct and the larger context, then I assure you, we take the allegations in your letter extremely seriously and at this stage are prepared to escalate this to the proper authorities and jurisdictions until it is confirmed by Crown that no Events of Default are continuing. We expect written confirmation of your position by 5:00PM on Tuesday, January 21, 2020, failing which we will govern ourselves accordingly.

Yours truly,

MILL STREET & CO. INC.

A handwritten signature in black ink, appearing to read 'Noah Murad', written in a cursive style.

Noah Murad
President

TAB H

Exhibit “H”

Demand Letter and BIA Notice dated March 25, 2020

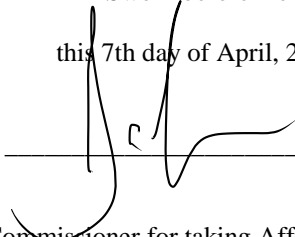
Attached is Exhibit "H"

Referred to in the

AFFIDAVIT OF TIMOTHY OLDFIELD

Sworn before me

this 7th day of April, 2020



Commissioner for taking Affidavits, etc

March 25, 2020

DELIVERED BY EMAIL (nmurad@millstreetco.com and ayakobson@wildlaw.ca)

Mill Street & Co. Inc.
7616 Yonge Street
Thornhill, ON L4J 1V9

Attention: Noah Murad, President

Mill Street & Co. Inc.
c/o Wildeboer Dellelce LLP
Suite 800, Wildeboer Dellelce Place
365 Bay Street
Toronto, ON M5H 2V1

Attention: Ari Yakobson

Dear Messrs. Murad and Yakobson:

Re: Lending arrangements between Crown Capital Private Credit Fund, LP, by its general partner, Crown Capital Private Credit Management Inc., as lender ("Crown Capital"), and Mill Street & Co. Inc., as borrower (the "Debtor")

We are the lawyers for Crown Capital in connection with its lending arrangements with the Debtor.

The Debtor is indebted to Crown Capital with respect to certain credit facilities (the "**Credit Facilities**") made available by Crown Capital to the Debtor pursuant to and under the terms of a credit agreement dated and accepted May 16, 2018 (as same may have been amended, replaced, restated or supplemented from time to time, the "**Credit Agreement**").

A total of \$10,145,259.21 is owing for principal and interest under the Credit Agreement as of March 24, 2020, plus any applicable fees (including, without limitation, any applicable prepayment fees and/or any applicable bonus fees), accruing interest and recovery costs and expenses.

One or more Event of Default (as defined in the Credit Agreement) has occurred, including, without limitation:

- (i) the failure of any Obligor (as defined in the Credit Agreement) to perform, keep or observe certain covenants contained in any of the Loan Documents (as defined in the Credit Agreement) and, in the case of such non-compliance being capable of remedy within 30 days of such Obligor becoming aware of its occurrence, such Obligor not diligently attempting to remedy such non-compliance, not continually informing the Lender of its efforts in this regard and not remedying such non-compliance within such period;

- (ii) the failure of the Debtor to be in compliance with any of the financial covenants set forth in Section 9.1(t) of the Credit Agreement; and
- (iii) the failure of the Borrower to pay any interest under the Loan Documents when due, which failure continues unremedied for three Business Days (as defined in the Credit Agreement).

On behalf of Crown Capital, we hereby make formal demand for payment of \$10,145,259.21 in principal and interest, plus any applicable fees (including, without limitation, any applicable prepayment fees and/or any applicable bonus fees), accruing interest and recovery costs and expenses (including, without limitation, Crown Capital's legal and other professional fees) (collectively, the "**Indebtedness**"). Payment is required to be made immediately. Interest continues to accrue on the Indebtedness at the rates established by the Credit Agreement and any other agreement, as applicable.

The Indebtedness is secured (the "**Security**") by, *inter alia*, the general security agreement dated May 16, 2018 between the Debtor and Crown Capital, which grants Crown Capital, amongst other things, a security interest in any and all of the Debtor's property, assets and undertakings.

If payment of the Indebtedness is not received immediately, Crown Capital shall take whatever steps it considers necessary or appropriate to collect and recover the amounts owing to it, including, without limitation, steps to seize some or all of the collateral granted by the Security and/or steps to appoint an interim receiver, receiver or receiver and/or manager of the Debtor, in which case Crown Capital will also be seeking all costs incurred in so doing.

On behalf of Crown Capital, we enclose a Notice of Intention to Enforce Security delivered pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA Notice**").

Crown Capital hereby reserves its rights to initiate proceedings within the ten day period set out in the BIA Notice, if circumstances warrant such proceedings.

Please govern yourself accordingly.

Yours truly,

AIRD & BERLIS LLP

Ian Aversa

Ian Aversa
IA/jn
Encl.

cc: Client (by email)

NOTICE OF INTENTION TO ENFORCE SECURITY
(Bankruptcy and Insolvency Act, Subsection 244(1))

Delivered By Email (nmurad@millstreetco.com and ayakobson@wildlaw.ca)

TO: **Mill Street & Co. Inc.**
7616 Yonge Street
Thornhill, ON L4J 1V9

insolvent company / person

AND TO: **Mill Street & Co. Inc., c/o Wildeboer Dellelce LLP**
Suite 800, Wildeboer Dellelce Place
365 Bay Street
Toronto, ON M5H 2V1

insolvent company / person

TAKE NOTICE that:

1. Crown Capital Private Credit Fund, LP, by its general partner, Crown Capital Private Credit Management Inc. ("**Crown Capital**"), a secured creditor, intends to enforce its security on the property, assets and undertakings of Mill Street & Co. Inc. (the "**Debtor**"), including, without limiting the generality of the foregoing, all of the equipment, accounts, proceeds, books and records, inventory and all other personal property and real property of the Debtor.
2. The security that is to be enforced (the "**Security**") is in the form of, *inter alia*, the general security agreement dated May 16, 2018 between the Debtor and Crown Capital.
3. As at March 24, 2020, the total amount of the indebtedness secured by the Security is the sum of \$10,145,259.21 in principal and interest, plus any applicable fees (including, without limitation, any applicable prepayment fees and/or any applicable bonus fees), accruing interest and recovery costs and expenses of Crown Capital (including, without limitation, Crown Capital's legal and other professional fees).
4. Crown Capital will not have the right to enforce the Security until after the expiry of the ten day period following the date on which this notice is sent, unless the Debtor consents to an earlier enforcement.

DATED at Toronto this 25th day of March, 2020

CROWN CAPITAL PRIVATE CREDIT FUND, LP,
by its general partner, **CROWN CAPITAL**
PRIVATE CREDIT MANAGEMENT INC.
by its lawyers, **Aird & Berlis LLP**

Per: *Ian Aversa*

Ian Aversa
Brookfield Place, Suite 1800
181 Bay Street
Toronto, ON M5J 2T9
Tel: 416-863-1500
Fax: 416-863-1515

39356115.1

Note: This Notice is given for precautionary purposes only and there is no acknowledgement that any person to whom this Notice is delivered is insolvent, or that the provisions of the *Bankruptcy and Insolvency Act* apply to the enforcement of this security.

TAB I

Exhibit “I”

Letter from Debtor’s counsel dated March 25, 2020

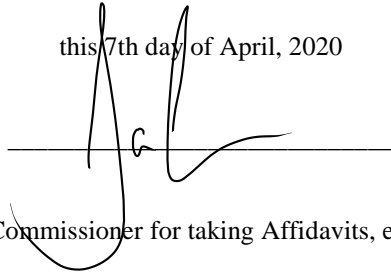
Attached is Exhibit "I"

Referred to in the

AFFIDAVIT OF TIMOTHY OLDFIELD

Sworn before me

this 7th day of April, 2020



A handwritten signature in black ink, appearing to be 'J. G.', is written over a horizontal line. The signature is stylized and cursive.

Commissioner for taking Affidavits, etc

MICHEAL SIMAAN

Direct Line: 416.601.0965
E-mail: msimaan@kramersimaan.com

March 25, 2020

DELIVERED VIA EMAIL

Aird Berlis
Brookfield Place
181 Bay Street
Suite 1800
Toronto, Ontario
M5J 2T9

Attention: Ian Aversa

Dear Ian:

Re: Mill Street & Co. Inc. et al ats Crown Capital
Our File No. 20-3481
Diary Date: March 31, 2020

A. Conflict

We are writing in response to your correspondence of earlier today. Our client is somewhat surprised to receive a letter from your firm given that your firm is also handling their financing with the TD Bank through which significant confidential information has been exchanged. Accordingly, while our response herein is being made due to the urgency of this situation, it is without prejudice to our position that your firm is in a position of conflict in acting for Crown Capital on this matter.

B. No Default

We wish to make it clear that our client does not accept that it is in default in any manner as has been alleged in your correspondence and, while the allegations contained in your correspondence are extremely general, we are taking this opportunity to specifically refute same.

(i) "the failure ... to perform, keep or observe certain covenants...."

Your letter fails to identify what these covenants are that were allegedly breached but we can only assume that this relates to the financing provided by Fiera. We note that we have significant correspondence where your client was kept in the loop about this financing and failed to object to same in any fashion.

Furthermore, they were only forced to turn to Fiera because your client was unwilling to follow through on its commitment to find the acquisition of the minority shareholder's shares in GNI, as well various other financing commitments that they have made over the past years

Finally, the acquisition of the GNI shares by Mill that was funded by Fiera increased the value of your client's security in a similar amount thereby becoming a neutral event to your client.

(ii) the failure of the Debtor to be in compliance with any of the financial covenants set out in Section 9.1(t) of the Credit Agreement

This allegation is surprising given that every report provided to your client indicates that we have always met this covenant.

(iii) Failure to pay interest under the Loan Documents when due.

Once again, your client appears to referring to historical payments that there was a short delay in making payment on for reasons that are well known to your client. Those payments were accepted without any complaint and now, months later, your client complaints seem very disingenuous to say the least.

The fact is that all payments are current at this time.

Finally, we note that your clients' Consolidated Financial Statements dated March 12, 2020 fail to make any mention of our client being in default which would appear to be a rather material issue to have been disclosed. This only speaks further to the fact that the reason for the demand has nothing to do with our client being in actual default but relates to the different direction your client has chosen to proceed with.

We note that your correspondence indicates that you may not wait 10 days to take default proceedings. In the event that you choose to take any steps, we expect to be notified as we intend to oppose your client's actions in enforcing upon a non-existent default.

Yours very truly,

KRAMER SIMAAN DHILLON LLP

Per:



Micheal Simaan

MS:vs

TAB J

Exhibit “J”

Letter from Applicant’s counsel dated April 1, 2020

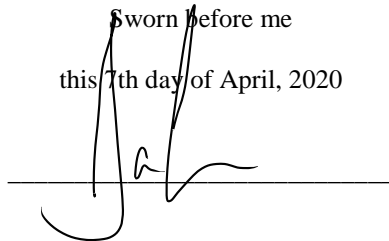
Attached is Exhibit "J"

Referred to in the

AFFIDAVIT OF TIMOTHY OLDFIELD

Sworn before me

this 7th day of April, 2020

A handwritten signature in black ink, appearing to be "J. A. [unclear]", is written over a horizontal line.

Commissioner for taking Affidavits, etc

April 1, 2020

DELIVERED BY EMAIL (nmurad@millstreetco.com, ayakobson@wildlaw.ca and msimaan@kramersimaan.com)

Mill Street & Co. Inc.
7616 Yonge Street
Thornhill, ON L4J 1V9

Attention: Noah Murad, President

Mill Street & Co. Inc.
c/o Wildeboer Dellelce LLP
Suite 800, Wildeboer Dellelce Place
365 Bay Street
Toronto, ON M5H 2V1

Attention: Ari Yakobson

Kramer Simaan Dhillon LLP
120 Adelaide Street West, Suite 2100
Toronto, ON M5H 1T1

Attention: Michael Simaan

Dear Messrs. Murad, Yakobson and Simaan:

Re: Lending arrangements between Crown Capital Private Credit Fund, LP, by its general partner, Crown Capital Private Credit Management Inc., as lender ("Crown Capital"), and Mill Street & Co. Inc., as borrower (the "Debtor")

As you know, we are the lawyers for Crown Capital in connection with its lending arrangements with the Debtor.

We are in receipt of your letter dated March 25, 2020, which was in response to our demand letter and notice of intention to enforce security under section 244 of the *Bankruptcy and Insolvency Act* (Canada) to the Debtor (collectively, the "**Demand and BIA Notice**"). As your letter does not confirm the identity of your client by name, and as the Credit Agreement (as defined in the Demand and BIA Notice) requires all notices to the Debtor be sent to Messrs. Murad and Yakobson, we have addressed this letter to each of Messrs. Murad, Yakobson and you.

The purpose of this letter is to address the statement in your letter that your client "*does not accept that it is in default in any manner.*" If this is indeed the Debtor's position, it is entirely divorced from reality.

In addition to other factual defaults that may be in existence, including, without limitation, those suggested in your own letter, we note the following:

- a) on or about August 28, 2018, the Debtor delivered its first quarter financial statements for its 2019 fiscal year to Crown Capital, being approximately 90 days' past due per the deadline set out in section 8.1 of the Credit Agreement;
- b) on or about September 17, 2018, the Debtor delivered its second quarter financial statements for its 2019 fiscal year to Crown Capital, being approximately 18 days' past due per the deadline set out in section 8.1 of the Credit Agreement;
- c) in December 2018, the Debtor breached its obligations under section 9.2(a) of the Credit Agreement by selling Sauve Lumber without Crown Capital's prior written consent;
- d) on or about April 2, 2019, the Debtor delivered its fixed charge covenant calculation of 1.27 for its 2019 fiscal year, which was based on the Debtor's internal financial statements. However, a revised fixed charge covenant calculation was never submitted by the Debtor to Crown Capital to reflect the numbers in the Debtor's audited financial statements for the Debtor's 2019 fiscal year, notwithstanding this matter being brought to the Debtor's attention by Crown Capital. The calculations performed by Crown Capital and submitted to the Debtor for comment show that, based on the Debtor's audited financial statements for 2019, the Debtor is in breach of its required fixed charge coverage ratio per section 9.1(t)(i) of the Credit Agreement, and the Debtor has failed to provide its comments regarding same to Crown Capital;
- e) on or about April 3, 2019, the Debtor delivered its fourth quarter financial statements for its 2019 fiscal year to Crown Capital, being approximately 31 days' past due per the deadline set out in section 8.1 of the Credit Agreement;
- f) on or about June 17, 2019, the Debtor delivered its first quarter financial statements for its 2020 fiscal year to Crown Capital, being approximately 18 days' past due per the deadline set out in section 8.1 of the Credit Agreement;
- g) on or about July 18, 2019, the Debtor delivered its draft audited financial statements for its 2019 fiscal year to Crown Capital, being approximately 78 days' past due per the deadline set out in section 8.1 of the Credit Agreement. Once delivered, these materials reflected significant discrepancies from the internal financial statements previously provided, thereby constituting one or more further breaches under the Credit Agreement. Without limiting the generality of the foregoing, whereas the internal financial statements reflected cash of approximately \$3.8 million, the audited financial statements reflected cash of zero. This is in addition to the default enumerated in point (d), above;
- h) on or about August 9, 2019, the Debtor delivered its audited financial statements for its 2019 fiscal year to Crown Capital, being approximately 100 days' past due per the deadline set out in section 8.1 of the Credit Agreement. Once delivered, these materials were not accompanied by the EBITDA Report (as defined in section 8.1 of the Credit Agreement), including, without limitation, the comfort letter from the auditor that is required by section 8.1 of the Credit Agreement, which EBITDA Report still remains outstanding as of the date hereof. As set out in section 8.1 of the Credit Agreement, the purpose of the auditor's comfort letter is to confirm that the calculations have been made

in accordance with the Credit Agreement and properly reflect the financial information of the Debtor and the Portfolio Companies (as defined in the Credit Agreement);

- i) on or about August 22, 2019, the Debtor made its interest payment for the month of July 2019 to Crown Capital after multiple follow-up requests by Crown Capital, being 22 days' past due per the August 1, 2019 deadline set out in section 4.2 of the Credit Agreement, and in further breach of the ability to cure such default within three business days, as set out in section 11.1(b) of the Credit Agreement;
- j) on or about November 1, 2019, the Debtor delivered its second quarter financial statements for its 2020 fiscal year to Crown Capital, being approximately 62 days' past due per the deadline in the Credit Agreement;
- k) in December 2019, the Debtor breached its obligations under section 9.2(d) of the Credit Agreement by proceeding with a \$9.5 million debt financing with respect to GNI Management Group Inc. without Crown Capital's prior written consent;
- l) on or about January 7, 2020, the Debtor made its interest payment for the month of November 2019 to Crown Capital after multiple follow-up requests by Crown Capital, being approximately 38 days' past due per the December 1, 2019 deadline set out in section 4.2 of the Credit Agreement, and in further breach of the ability to cure such default within three business days, as set out in section 11.1(b) of the Credit Agreement;
- m) on or about January 22, 2020, the Debtor made its interest payment for the month of December 2019 to Crown Capital after multiple follow-up requests by Crown Capital, being approximately 22 days' past due per the January 1, 2020 deadline set out in section 4.2 of the Credit Agreement, and in further breach of the ability to cure such default within three business days, as set out in section 11.1(b) of the Credit Agreement;
- n) in January 2020, the Debtor breached its obligations under sections 9.2(j) and 9.3(a)(ii) of the Credit Agreement by acquiring the remaining 25% ownership position in GNI Management Group Inc. for an amount above the Permitted Portfolio Acquisition (as defined in the Credit Agreement) without Crown Capital's prior written consent and without making complete and timely disclosures to Crown Capital;
- o) for the fiscal year ended January 31, 2020, the Debtor made total non-arm's length payments and distributions of \$1,109,077, which:
 - a. is prohibited by sections 1.1(aaaa) and 9.2(h) of the Credit Agreement if a Pending Event of Default or Event of Default (as both terms are defined in the Credit Agreement) has occurred or is occurring (as was and remains the case); and
 - b. even in the absence of a Pending Event of Default or Event of Default, is still prohibited without payment of the 5% fee to Crown Capital that is required by section 3.4 of the Credit Agreement, which payment was never made by the Debtor to Crown Capital;
- p) on or about February 16, 2020, the Debtor submitted its annual business plan to Crown Capital, being approximately 47 days' past due per the January 1, 2020 deadline set out in section 8.1 of the Credit Agreement. Even once submitted, the business plan was

deemed to be incomplete upon review and therefore not satisfactory to Crown Capital, as also required in section 8.1 of the Credit Agreement. Notwithstanding a follow-up by Crown Capital to the Debtor on March 19, 2020, the Debtor has still not provided the missing information to Crown Capital;

- q) on or about March 6, 2020, the Debtor submitted inaccurate covenant calculations to Crown Capital for the period ended January 31, 2020, thereby inaccurately representing the Debtor's financial information. Despite Crown Capital having advised that the methodology was inaccurate and inaccurately represented the Debtor's financial information, the Debtor has still failed as of the date hereof to submit revised and accurate covenant calculations to Crown Capital. The calculations performed by Crown Capital and submitted to the Debtor for comment show that the Debtor is in breach of its required fixed charge coverage ratio per section 9.1(t)(i) of the Credit Agreement, and the Debtor has failed to provide its comments regarding same to Crown Capital;
- r) at all relevant times, the Debtor has been (and remains) in breach of the requisite EBITDA concentration stipulated in section 9.1(t)(ii) of the Credit Agreement, the result of which is that the Debtor's share of one single Portfolio Group (as defined in the Credit Agreement) has consistently exceeded 50% of the Debtor's share of the aggregate EBITDA of all the Portfolio Groups;
- s) at all relevant times, the Debtor has been (and remains) in breach of the requisite obligation to submit compliance certificates executed by its President, as required by sections 8.1(e) and 8.2 of the Credit Agreement; and
- t) at all relevant times, the Debtor has failed to provide any notice to Crown Capital of a Pending Event of Default or Event of Default, as required by section 9.1(h) of the Credit Agreement, notwithstanding that such events have in fact occurred.

The above list of defaults is not exhaustive, but, as set out above, and contrary to the position set out in your letter, the Debtor has a long history of defaults, which defaults are continuing.

For greater certainty, the ten-day period under the Demand and the BIA Notice continues to run, and Crown Capital reserves all its rights and remedies, including, without limitation, the right to make further response to your letter.

Please govern yourself accordingly.

Yours truly,

AIRD & BERLIS LLP

Ian Aversa

Ian Aversa
IA/jn

cc: Client (by email)

**CROWN CAPITAL PRIVATE CREDIT FUND, LP, by
its general partner, CROWN CAPITAL PRIVATE
CREDIT MANAGEMENT INC.**
Applicant

- and -

MILL STREET & CO. INC.

Respondent

Court File No. CV-20-_____-00CL

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

Proceedings commenced at Toronto

**AFFIDAVIT OF TIMOTHY OLDFIELD
(sworn April 7, 2020)**

AIRD & BERLIS LLP
Barristers and Solicitors
Brookfield Place
181 Bay Street, Suite 1800
Toronto, ON M5J 2T9

Ian Aversa (LSO # 55449N)
Tel: (416) 865-3082
Fax: (416) 863-1515
Email: iaversa@airdberlis.com

Jeremy Nemers (LSO # 66410Q)
Tel: (416) 865-7724
Fax: (416) 863-1515
Email: jnemers@airdberlis.com

Lawyers for the Applicant

TAB 5

Consent of the Receiver

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

BETWEEN:

**CROWN CAPITAL PRIVATE CREDIT FUND, LP, by its general partner,
CROWN CAPITAL PRIVATE CREDIT MANAGEMENT INC.**

Applicant

- and -

MILL STREET & CO. INC.

Respondent


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

CONSENT

The undersigned, A. Farber & Partners Inc. ("**Farber**"), hereby consents to the appointment of Farber as receiver, without security, of all the assets, undertakings and properties of Mill Street & Co. Inc. (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof, save and except for the shares, if any, in the capital stock of All Source Security Container Holding Corporation, All Source Security Container Mfg. Corp. and 2548343 Ontario Inc. that may be pledged in favour of The Toronto-Dominion Bank, all pursuant to the provisions of section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended.

DATED at Toronto, this 8th day of April, 2020.

A. FARBER & PARTNERS INC.



Name: HYLTON LEVY
Title: PARTNER

**CROWN CAPITAL PRIVATE CREDIT FUND, LP, by
its general partner, CROWN CAPITAL PRIVATE
CREDIT MANAGEMENT INC.**

- and -

MILL STREET & CO. INC.

Applicant

Respondent

Court File No. CV-20-00639312-00CL

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

Proceedings commenced at Toronto

CONSENT

AIRD & BERLIS LLP
Barristers and Solicitors
Brookfield Place
181 Bay Street, Suite 1800
Toronto, ON M5J 2T9

Ian Aversa (LSO # 55449N)
Tel: (416) 865-3082
Fax: (416) 863-1515
Email: iaversa@airdberlis.com

Jeremy Nemers (LSO #66410Q)
Tel: (416) 865-7724
Fax: (416) 863-1515
Email: jnemers@airdberlis.com

Lawyers for the Applicant

TAB 6

Service List

SERVICE LIST
(AS AT APRIL 8, 2020)

TO:	<p>AIRD & BERLIS LLP Barristers & Solicitors Brookfield Place 181 Bay Street, Suite 1800 Toronto, Ontario M5J 2T9</p> <p>Ian Aversa Tel: (416) 865-3082 / Fax: (416) 863-1515 Email: iaversa@airdberlis.com</p> <p>Jeremy Nemers Tel: (416) 865-7724 / Fax: (416) 863-1515 Email: jnemers@airdberlis.com</p> <p>Lawyers for the Applicant</p>
AND TO:	<p>A. FARBER & PARTNERS INC. 150 York Street, Suite 1600 Toronto, ON M5H 3S5</p> <p>Hylton Levy Tel: (416) 496-3070 Email: hlevy@farbergroup.com</p> <p>Proposed Receiver</p>
AND TO:	<p>MILL STREET & CO. INC. 7822 Yonge Street Thornhill, ON L4J 1W3</p> <p>-and-</p> <p>7616 Yonge Street Thornhill, ON L4J 1V9</p> <p>Noah Murad Email: nmurad@millstreetco.com</p>

AND TO:	KRAMER SIMAAN DHILLON LLP 120 Adelaide Street West, Suite 2100 Toronto, ON M5H 1T1 Michael Simaan Tel: (416) 601-0965 Email: msimaan@kramersimaan.com Lawyers for Mill Street & Co. Inc.
AND TO:	DEPARTMENT OF JUSTICE The Exchange Tower 130 King Street West, Suite 3400 Toronto, ON M5X 1K6 Diane Winters Tel: (416) 973-3172 Fax: (416) 973-0810 Email: diane.winters@justice.gc.ca
AND TO:	HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ONTARIO AS REPRESENTED BY THE MINISTER OF FINANCE Legal Service Branch 777 Bay Street, 11th Floor Toronto, ON M5G 2C8 Kevin J. O'Hara Tel: (416) 327-8463 Fax: (416) 325-1460 Email: kevin.ohara@fin.gov.on.ca
AND TO:	FIERA PRIVATE DEBT FUND VI LP, BY ITS SOLE GENERAL PARTNER, FIERA DEBT FUND GP INC., BY ITS MANAGER, FIERA PRIVATE DEBT INC. 20 Adelaide Street East, Suite 1500 Toronto, ON M5C 2T6
AND TO:	ROYAL BANK OF CANADA 383 Richmond Street, Suite 804 London, ON N6A 3C4

AND TO:	THE TORONTO-DOMINION BANK 220 Commerce Valley Drive West Branch #1281 Markham, ON L3T 0A8
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**CROWN CAPITAL PRIVATE CREDIT FUND, LP, by
its general partner, CROWN CAPITAL PRIVATE
CREDIT MANAGEMENT INC.**
Applicant

- and -

MILL STREET & CO. INC.

Respondent

Court File No. CV-20-00639312-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
Proceedings commenced at Toronto**

**APPLICATION RECORD
(Returnable April 22, 2020)**

AIRD & BERLIS LLP
Barristers and Solicitors
Brookfield Place
181 Bay Street, Suite 1800
Toronto, ON M5J 2T9

Ian Aversa (LSO # 55449N)
Tel: (416) 865-3082
Fax: (416) 863-1515
Email: iaversa@airdberlis.com

Jeremy Nemers (LSO #66410Q)
Tel: (416) 865-7724
Fax: (416) 863-1515
Email: jnemers@airdberlis.com

Lawyers for the Applicant