

**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**

**FURTHER RESPONDING APPLICATION RECORD**

April 27, 2020

**KRAMER SIMAAN DHILLON LLP**  
Litigation Counsel  
120 Adelaide Street West  
Suite 2100  
Toronto, Ontario M5H 1T1

**Micheal Simaan #41396A**  
[msimaan@kramersimaan.com](mailto:msimaan@kramersimaan.com)  
**Rahul Gandotra #70296U**  
[rgandotra@kramersimaan.com](mailto:rgandotra@kramersimaan.com)  
Tel: (416)601-6820  
Fax: (416)601-0712

Lawyers for the respondent

**TO:**           **AIRD & BERLIS LLP**  
Barristers & Solicitors  
Brookfield Place  
181 Bay Street, Suite 1800  
Toronto, Ontario M5J 2T9

**Ian Aversa #55449N**  
EMAIL: [iaversa@airdberlis.com](mailto:iaversa@airdberlis.com)  
TEL: (416) 865-3082  
FAX: (416) 863-1515

**Jeremy Nemers #66410Q**  
EMAIL: [jnemers@airdberlis.com](mailto:jnemers@airdberlis.com)  
TEL: (416) 865-7724  
FAX: (416) 863-1515

Lawyers for applicant

# INDEX

**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**

**FURTHER RESPONDING APPLICATION RECORD INDEX**

<b>TAB</b>	<b>DESCRIPTION</b>	<b>PAGE NO.</b>
1	Affidavit of Noah Murad, sworn April 27, 2020	4 – 9
A.	<b>Exhibit “A”</b> – Summarization of alleged defaults in Aide-Memoire	11 – 23
B.	<b>Exhibit “B”</b> – Email to Josh, dated April 24, 2020	25 - 53
C.	<b>Exhibit “C”</b> – Correspondence, dated August 2019	55 – 56
D.	<b>Exhibit “D”</b> – Emails from Josh, dated November 29, 2018	58 – 59
E.	<b>Exhibit “E”</b> – Email from Tim, dated August 21, 2019	61 – 62
F.	<b>Exhibit “F”</b> – Various emails, dated variously	64 – 87
G.	<b>Exhibit “G”</b> – Various emails	89 - 94
H.	<b>Exhibit “H”</b> – Various emails	96 – 103
I.	<b>Exhibit “I”</b> – Various emails	105 – 109
J.	<b>Exhibit “J”</b> – Email correspondence, dated April 16, 2020	111 - 113

**TAB 1**

**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**

**SUPPLEMENTARY AFFIDAVIT OF NOAH MURAD**

**I, NOAH MURAD, of the Town of Thornhill, in the Province of Ontario,  
MAKE OATH AND SAY:**

1. I am the President of the respondent, Mill Street & Co. Inc. ("Mill Street"), and as such, I have knowledge of the matters contained in this affidavit. Where I have been advised of specific facts and events, I believe them to be true.
2. I make this affidavit further to my affidavit, sworn April 18, 2020 (my "First Affidavit") and in response to the reply affidavit of Tim Oldfield, sworn April 21, 2020 (the "Second Oldfield Affidavit") and the associated "Aide-Memoire" that purports to summarize the alleged defaults, a copy of which is attached hereto and marked as **Exhibit "A"**— to which I have added a further right hand column providing a summary of our position on the alleged defaults.

3. The defined terms in the within affidavit are the same as those defined in my First Affidavit.

4. At the outset, and as detailed in my First Affidavit and further herein, I would like to note that Mill Street is still in the process of obtaining financing to buyout the Credit Amount from Crown under the Credit Agreement. I expect that a term sheet for the financing may be available in the coming weeks and I undertake to provide any such term sheet for the Court if one is obtained prior to the hearing for the within Application.

#### **The Alleged Defaults by Mill Street**

5. Further to my responses to the alleged defaults at paragraphs 154-203 of my First Affidavit, I would like to briefly provide further comments in support of my previous statements related to the defaults alleged by Crown.

6. Since receipt of the Application and Crown's materials, Mill Street has provided Crown with further information and disclosure, including providing all compliance certificates which Crown first raised as an issue through the Demand.

7. Attached as **Exhibit "B"** is an email from Mill Street representatives to Josh, dated April 24, 2020, attaching various compliance certificates and a comfort letter from Mill Street's auditors, Fazzari regarding the EBITDA calculations that are also enclosed.

8. We have also attached a letter at **Exhibit "C"** detailing the fact that Carlo Viola of Fazzari & Partners spoke to Josh Axler of Crown in or about August 2019 and provided responses and answers to all information being sought by Crown at that time, including many of the discrepancies that they are now raising for the first time.

9. With respect to the allegations at paragraph 11(c) of the Oldfield Affidavit, and referenced in the Aide-Memoire, regarding Crown's allegations that Sauve Lumber and Storage Inc. were sold without Crown's written consent, I note that on numerous occasions I was provided with verbal consent and was advised that written consent was not required.

10. Specifically, despite Tim's allegations that no consent was provided by Crown for the sale of Sauve Lumber and Storage Inc., I spoke with Josh during the time of these sales, and provided an outline of the sales to Josh who then provided consent during the course of our calls. In the email attached as **Exhibit "D"**, Josh clearly asked about the "Timmins Sale" which was a reference to the Sauve Lumber sale as it was located in Timmins.

11. With respect to the allegations at paragraphs 11(d)(e)(f)(g)(h)(j) of the Oldfield Affidavit, and as referenced in the Aide-Memoire, since August, 2019, Crown was in direct communication with Mill Street's auditors at Fazzari. Again, this was in part due to Mill Street's change in its controller to Trevor Harris. Neither I, nor Mill Street, had any reason to believe any such issues or discrepancies existed, as none were brought to my attention. With respect to the allegations referenced, I understood that if Crown had any questions or raised any discrepancies that they addressed same directly to Fazzari and, as no issues were thereafter raised with me, I could only assume that Crown was satisfied with the responses they received. Even in the email attached at **Exhibit "E"**, wherein Tim acknowledges that Mill Street's calculations show it to be in covenant with financial calculations, but that his calculations do not support this, Tim did not raise this as a default. Further, I explicitly provided Tim with consent to work with the auditors directly to address any such issues. It is clear from the email that that Mill Street and Crown were working together and exchanging the requested information without any issue.

12. Contrary to paragraph 10 and Exhibit "A" of the Second Oldfield Affidavit, as demonstrated by the email at Exhibit "E", and as stated herein, Tim had my full support and authorization to discuss any calculation issues with the auditors, including addressing if their calculations showed Mill Street to not be in covenant.

13. With respect to paragraphs 11(k) and 18(b) of the Oldfield Affidavit, and as referenced in the Aide-Memoire, as demonstrated by the attached emails at **Exhibit "F"**, in the email from Jacob to Josh and Tim, Mill Street informed Crown of the GNI's ongoing arbitration, final legal documents and breakdown of the transaction. I was provided with verbal consent for the GNI Transaction and despite their clear knowledge of same, there is no record of objection to the GNI Transaction. In an email sent after Crown alleged Mill Street was in default for not having obtained consent for the GNI Transaction, also at Exhibit "F", Josh wrote to me asking about if financing for that very transactions (GNI/Fiera) was closed. Clearly, Josh's email



demonstrates that Crown was aware of the transaction and expecting it to close. This expectation existed because they had consented to Mill Street's completion of the GNI Transaction through financing from Fiera.

14. With respect to paragraph 11(l) of the Oldfield Affidavit, and as referenced in the Aide-Memoire, wherein Crown alleges default of the late payment of November, 2019 interest, in the emails attached as **Exhibit "G"**, it is clear that I followed up with Tim after our email exchange from January, 2020, wherein Tim expressed frustration with respect to the delayed payment, and it was agreed that we would be discussing the payments during a meeting with Crown. In my emails, I also made it clear as to why the payments were delayed due to the GNI Transaction, and offered to meet with Crown to work out the issues. Due to a personal emergency, I was unable to make the meeting that was originally scheduled, and before the rescheduled meeting, Tim sent the first letter alleging Mill Street's default of the Credit Agreement, and raised the interest payments as a default. Neither I, nor Mill Street had any indication that Crown was taking the position that Mill Street was in default of the Credit Agreement given that, as demonstrated by the emails attached, we were in the process of meeting to address terms for future arrangements between the parties.

15. The allegations at paragraph 18(c) and (e) of the Oldfield Affidavit, and as referenced in the Aide-Memoire, were addressed in the recent disclosure report (Exhibit "JJ" to my First Affidavit) delivered to Crown by Fazzari, and addressed in a letter by Fazzari (See Exhibit "C" above).

16. Contrary to the allegations at paragraph 18(f) of the Oldfield Affidavit, and as referenced in the Aide-Memoire, Tim and Josh repeatedly acknowledged to me that the subject covenant was improper and needed to be changed given the current and approved strategy of Mill Street and the growth of GNI. At no point did anyone from Crown indicate to me that they were concerned about Mill Street not meeting the covenant in question. I thereby understood that the covenant was being waived, until at least when it was re-worked.

17. I note that several acquisitions have been made under GNI that could have easily been placed under a different group in order to lessen the concentration in GNI. However, given that no reliance was being made upon this covenant, I did not recognize this as an issue and placed the acquisitions under GNI.

18. With respect to the allegations at paragraph 18(g) of the Oldfield Affidavit, and as referenced in the Aide-Memoire, the non-receipt of the compliance certificates was never once raised as an issue to me or Mill Street prior to the Demand. Given that they had my previous affidavit, it did not seem necessary to provide the compliance certificates but, as Crown continues to raise this technical issue, I have now provided the requested compliance certificates (see Exhibit "B" herein) in technical compliance with the Credit Agreement.

#### **Other Responses to Allegations in the Oldfield Affidavit**

19. With respect to communications between Mill Street and Crown after the announcement of COVID-19, Chris called me to insist upon signing an amending or forbearance agreement. At that time, we did discuss entering a forbearance and Mill Street provided Crown with the engagement letter from Cannacord to show that Mill Street was obtaining financing to buy-out Crown. Emails between Chris and I from this time are attached as **Exhibit "H"**.

20. Notably, at the conclusion of my March 25, 2020 email to Chris, further to our earlier conversations, I suggested to him that we agree on a timeline to complete the Crown buy-out within approximately six months. As also indicated by said email, Mill Street and I were surprised as to the Demand being made when we were in the process of discussing and amendment of the Credit Agreement to support the parties' attempts to arrange for financing for the buy-out.

21. With respect to the reference to entering into a forbearance, at the time of the emails referenced at Exhibit "S" of my First Affidavit, Tim's emails below that of mine refer to a call we had a week before, in which we did not discuss the forbearance at all. I was always under the impression that Mill Street and Crown would be working together amicably towards a buy-out as I was in discussions with Cannacord and other lenders at the time.

22. In the emails attached as **Exhibit "I"**, Mill Street was in the process of speaking to a potential lender, Invico Capital Corporation ("Invico"), of which I had advised Tim and Chris (aside from the entity of the lender). Mill Street's discussions with Invico were ongoing as of March, 2020 on the understanding that Mill Street would be buying-out Crown. Ultimately, although discussions with Invico ceased, Mill Street has looked at other financing opportunities as referenced herein (ie. Cannacord and Mosaic - defined below).

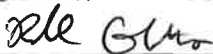
23. I did not wish to advise Tim the particulars of our potential lender (Invico) as he had threatened to advise our other lenders (including Fiera), that Crown was alleging we were in default. In addition, negotiating a forbearance agreement was also of no interest to Mill Street as a forbearance would have to be disclose to potential lenders. Instead, as it was our position that we were not in default of the Credit Agreement, we were looking to another lender on the basis that we were current and just looking to refinance.

24. As of mid-April, Mill Street has also explored financing through Mosaic Capital Corporation. Emails regarding financing are attached as **Exhibit "J"**.

25. Mill Street has every intention to refinance the Credit Amount with Crown, and since the discussions with Crown in early 2020, Mill Street has been making efforts to arrange for re-financing of the Credit Amount with Crown.

26. The fact is that all of the defaults are technical in nature and could have been avoided had I been told that Crown was seeking strict reliance upon the terms of the Credit Agreement. To the contrary and as detailed above, I was told the opposite on repeated occasions, and was advised that were eager to continue working with us as our long-term partner.

SWORN before me at the City )  
of Vaughan, in the Province of )  
Ontario, on April 27, 2020 )  
(Commissioner virtually) )

  
Commissioner for taking affidavits

Rachel Gandotra - 702964

  
NOAH MURAD

**TAB A**

This is Exhibit "X"  
referred to in the affidavit of  
NOAH MURAD, affirmed before me this  
day of April 27, 2020

A handwritten signature in black ink, appearing to read "Dee Stein", is written above a horizontal line.

*A Commissioner for taking affidavits*

ALLEGATIONS (AFFIDAVIT OF TIMOTHY OLDFIELD)	RESPONSE TO ALLEGATIONS (AFFIDAVIT OF NOAH MURAD)	FAILURE OF RESPONSE TO ADDRESS THE ALLEGATIONS	RESPONSE TO ADDRESS THE APPLICANT'S RESPONSES
<p><b>11.(a)</b> 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.</p>	<p><b>160</b> With respect to the first report ... that after the Credit Agreement was closed on May 26, 2018, sixty days later, on July 27, 2018, and within Mill Street's time to deliver same, it delivered its first quarter report to Crown. A copy of the said correspondence, variously dated, and enclosures are attached at <b>Exhibit "AA"</b>.</p> <p><b>169</b> Under Section 11.(c) of the Credit Agreement, as Mill Street had never been aware of any default(s), it could not be held to be in default as it would be allowed time under said provision to comply with the required terms.</p> <p><b>170</b> Mill Street further states that if any such default existed, Crown was aware of and accepted Mill Street's efforts to meet the requirements.</p> <p><b>171</b> Mill Street complied with the provisions of the Credit Agreement as soon as practically possible such that any default which may have fleetingly existed, which are denied, were and have been cured.</p>	<p>Pursuant to the section 8.1(c) of the credit agreement (the "<b>Credit Agreement</b>") dated May 15, 2018 between Crown Capital Private Credit Fund, LP ("<b>Crown Capital</b>") and Mill Street &amp; Co. Inc. ("<b>Mill Street</b>"), Mill Street was obligated to provide its first quarter financial statements for its 2019 fiscal year to Crown Capital <u><b>no later than thirty (30) days after the end of such quarter</b></u>. Mill Street's first quarter for the 2019 fiscal year ended on April 30, 2018. Thirty (30) days after April 20, 2018 is May 30, 2018. <u><b>The information sent on July 27, 2020 pursuant to Exhibit "AA" was clearly in draft, but, even then, was still late by two months (and the non-draft statements were late by three months, as claimed).</b></u></p> <p>It is unclear how Mill Street could have been "unaware" of its default. Mill Street was obligated under section 8.1(c) of the Credit Agreement to report within a specified time period, and failed to do so. No evidence has been tendered to support Crown Capital having waived this default. Even if the cure period pursuant to section 11(c) of the Credit Agreement applied (which it does not), the default was not remedied by June 30, 2018 as would have been required.</p>	<p>At no time prior to the default letter as of January, 2020, has a default notice ever been provided to Mill Street.</p> <p>Pursuant to section 11(c), Mill Street would have an opportunity to cure any alleged default matters. To hold Mill Street to be "aware" of the alleged default just by virtue of the Credit Agreement would defeat the purpose of section 11(c) of said agreement.</p> <p>Notably, as Crown Capital is a publically traded institution, they would have to provide a notice letter noting default and publicize same on their public filings on SEDAR, which has never been done.</p>
<p><b>11.(b)</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.</p>	<p><b>161</b> The second quarter financial report ... were then delivered on September 17, 2018. A copy of said correspondence, dated September 17, 2018 and enclosure are attached at <b>Exhibit "BB"</b>.</p> <p><b>169</b> Under Section 11.(c) of the Credit Agreement, as Mill Street had never been aware of any default(s), it could not be held to be in default as it would be allowed time under said provision to comply with the required terms.</p> <p><b>170</b> Mill Street further states that if any such default existed, Crown was aware of and accepted Mill Street's efforts to meet the requirements.</p> <p><b>171</b> Mill Street complied with the provisions of the Credit Agreement as soon as practically possible such that any default which may have fleetingly existed, which are denied, were and have been cured</p>	<p>Pursuant to the section 8.1(c) of Credit Agreement, Mill Street was obligated to provide its second quarter financial statements for its 2019 fiscal year to Crown Capital <u><b>no later than thirty (30) days after the end of such quarter</b></u>. Mill Street's second quarter for the 2019 fiscal year ended on July 31, 2018. Thirty (30) days after July 31, 2018 is August 30, 2018. <u><b>The second quarter report delivered on September 17, 2018 was therefore 18 days' late, as claimed.</b></u></p> <p>It is unclear how Mill Street could have been "unaware" of its default. Mill Street was obligated under section 8.1(c) of the Credit Agreement to report within a specified time period, and failed to do so. No evidence has been tendered to support Crown Capital having waived this default.</p>	<p>At no time prior to the default letter as of January, 2020, has a default notice ever been provided to Mill Street.</p> <p>Pursuant to section 11(c), Mill Street would have an opportunity to cure any alleged default matters. To hold Mill Street to be "aware" of the alleged default just by virtue of the Credit Agreement would defeat the purpose of section 11(c) of said agreement.</p> <p>Notably, as Crown Capital is a publically traded institution, they would have to provide a notice letter noting default and publicize same on their public filings on SEDAR, which has never been done.</p>

<p><b>11.(c)</b> 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.</p>	<p><b>172</b> ...said consent was provided.</p> <p><b>173</b> To that extent, I had hours of phone calls with Josh about selling off of the building supply companies and the structure of these sales and this is confirmed in the email attached at <b>Exhibit "GG"</b>, December 10, 2018 where Josh asks for updates on "either Fastway sales". It is obvious that Crown was aware of the sale of Sauve Lumber which it claims was sold without consent. Crown raised no issues when Mill Street confirmed in that same email chain that the transaction had been closed and attached a copy of the Closing documents for the transaction.</p> <p><b>174</b> Again, no notice of default was issued in this regard at any time prior to receipt of the April 1, 2020 letter.</p> <p><b>175</b> Further and in any event, said alleged default is without merit as Crown was obliged not to withhold reasonable consent under the Credit Agreement and that it would therefore have been required to consent to the transaction referenced in its allegation.</p> <p><b>176</b> Mill Street also states that at or around the same time as the alleged default, Crown was in discussion with Mill Street to convert the Credit Agreement and to provide Mill Street further funding as referenced herein. Notably in those communications also, there is no indication of any defaults by Mill Street or issues in the relationship between the parties.</p>	<p>There is nothing in Mr. Murad's explanation, or in Exhibit "GG" itself, to evidence that Sauve Lumber and Storage Inc. was sold with Crown Capital's prior written consent, or that Crown Capital waived such requirement.</p> <p>In any event, section 11.3 of the Credit Agreement expressly provides that <i>"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."</i></p>	<p>Sauve Lumber and Storage were the "Fastway" company that Exhibit "GG" to the First Murad Affidavit refers to. During this time, evidenced by Exhibit "GG", Crown was in discussions on providing further financing. In addition, a month later, Mill Street was awarded the "Crown Jewel" award from Crown for its performance.</p>
<p><b>11.(d)</b> 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</p>	<p><b>177</b> ... as demonstrated by correspondence attached ... at <b>Exhibit "CC"</b> throughout April, 2019, Crown confirmed receipt of the report from Mill Street.</p> <p><b>178</b> Moreover ... while Crown alleges this default occurred in April, 2019, Mill Street had approached Crown with respect to two potential acquisition transactions and throughout the course of those communications (see <b>Exhibit "GG"</b>...) Crown did not raise issues of this alleged default.</p> <p><b>179</b> I do not agree that there is any default in this regard or that Crown ever advised that it required a revision</p>	<p>There is nothing in Mr. Murad's explanation, or in Exhibit "CC" itself, which addresses the fixed charge covenant default.</p>	<p>Exhibit CC refers to attachments to the email that specifically address the fixed charge covenant which Crown is in possession of.</p> <p>This issue never thereafter raised and certainly not notified as a default.</p> <p>Notably at this same time, Crown was preparing a term sheet to provide additional funding to Mill Street for its acquisitions.</p> <p>Fazzari has provided an explanation of same in its correspondence to Crown (Exhibit "C" of the Second Murad Affidavit)</p>

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.	to it at any point prior to the April 1, 2020 letter.		
---	---	--	--



<p><b>11.(e)</b> 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.</p>	<p><b>162</b> The Credit Agreement provided for the delivery of same within 90 days from the end of the fiscal year, being January 31, and therefore, Mill Street would have had until April 30 to deliver same.</p> <p><b>163</b> Attached as Exhibit "CC" is an email chain, dated April 2, 2019 confirming acknowledge of the statements alleged in the default... Notably there were no issues raised with respect to the timeliness of same or Mill Street being in default. In fact, Crown representative indicated that Crown was unable to work on the Mill Street matters as it was devoting attention to another pressing matter.</p> <p><b>169</b> Under Section 11.(c) of the Credit Agreement, as Mill Street had never been aware of any default(s), it could not be held to be in default as it would be allowed time under said provision to comply with the required terms.</p> <p><b>170</b> Mill Street further states that if any such default existed, Crown was aware of and accepted Mill Street's efforts to meet the requirements.</p> <p><b>171</b> Mill Street complied with the provisions of the Credit Agreement as soon as practically possible such that any default which may have fleetingly existed, which are denied, were and have been cured.</p>	<p>Pursuant to the section 8.1(c) of Credit Agreement, Mill Street was obligated to provide its fourth quarter financial statements for its 2019 fiscal year to Crown Capital <u>no later than thirty (30) days after the end of such quarter</u>. Mill Street's fourth quarter for the 2019 fiscal year ended on January 31, 2019. Thirty (30) days after January 31, 2018 is March 2, 2019. <u>The fourth quarter report delivered on April 3, 2019 was therefore 31 days' late, as claimed.</u></p> <p>It is unclear how Mill Street could have been "unaware" of its default. Mill Street was obligated under section 8.1(c) of the Credit Agreement to report within a specified time period, and failed to do so. No evidence has been tendered to support Crown Capital having waived this default. Even if the cure period pursuant to section 11(c) of the Credit Agreement applied (which it does not), the default was not remedied by April 1, 2019, as would have been required.</p>	<p>At no time prior to the default letter as of January, 2020, has a default notice ever been provided to Mill Street.</p> <p>Pursuant to section 11(c), Mill Street would have an opportunity to cure any alleged default matters. To hold Mill Street to be "aware" of the alleged default just by virtue of the Credit Agreement would defeat the purpose of section 11(c) of said agreement.</p> <p>Notably, as Crown Capital is a publically traded institution, they would have to provide a notice letter noting default and publicize same on their public filings on SEDAR, which has never been done.</p> <p>In addition, at the time of these allegations, Crown was preparing a term sheet to provide additional funding to Mill Street for its acquisitions.</p>
--	---	---	---

<p><b>11.(f)</b> 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.</p>	<p><b>164</b> ...as demonstrated by the correspondence at <b>Exhibit "DD"</b>, variously dated in May and June, 2019, in which Mill Street was being approved at around the same time, there was no note of any default or issues with timeliness of the delivery of the reports.</p> <p><b>165</b> In addition, at this time, Crown was also aware that Mill Street had a change in its controller and thereby it acknowledged and accepted that there may be some delays for new personnel to be brought to speed with matters. An email introducing the new controller, dated July 22, 2019 is attached as <b>Exhibit "EE"</b>.</p> <p><b>169</b> Under Section 11.(c) of the Credit Agreement, as Mill Street had never been aware of any default(s), it could not be held to be in default as it would be allowed time under said provision to comply with the required terms.</p> <p><b>170</b> Mill Street further states that if any such default existed, Crown was aware of and accepted Mill Street's efforts to meet the requirements.</p> <p><b>171</b> Mill Street complied with the provisions of the Credit Agreement as soon as practically possible such that any default which may have fleetingly existed, which are denied, were and have been cured.</p>	<p>Pursuant to the section 8.1(c) of Credit Agreement, Mill Street was obligated to provide its first quarter financial statements for its 2020 fiscal year to Crown Capital <u><b>no later than thirty (30) days after the end of such quarter.</b></u> Mill Street's first quarter for the 2020 fiscal year ended on April 30, 2019. Thirty (30) days after April 30, 2019 is May 30, 2019. <u><b>The first quarter report delivered on June 17, 2019 was therefore 18 days' late, as claimed.</b></u></p> <p>It is unclear how Mill Street could have been "unaware" of its default. Mill Street was obligated under section 8.1(c) of the Credit Agreement to report within a specified time period, and failed to do so. No evidence has been tendered to support Crown Capital having waived this default.</p>	<p>At no time prior to the default letter as of January, 2020, has a default notice ever been provided to Mill Street.</p> <p>Pursuant to section 11(c), Mill Street would have an opportunity to cure any alleged default matters. To hold Mill Street to be "aware" of the alleged default just by virtue of the Credit Agreement would defeat the purpose of section 11(c) of said agreement.</p> <p>Notably, as Crown Capital is a publically traded institution, they would have to provide a notice letter noting default and publicize same on their public filings on SEDAR, which has never been done.</p>
---	--	--	---

<p><b>11.(g)</b> 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.</p>	<p><b>180</b> ...Mill Street denies said allegations.</p> <p><b>181</b> First, there were no obligations requiring Mill Street to deliver draft financial statements under the Credit Agreement. As mentioned herein, Crown was aware that Mill Street had a change in controller. As such, Mill Street provided audited statements in lieu of the Credit Agreement reporting requirements, which were accepted by Crown.</p> <p><b>182</b> In fact, in this process Mill Street Authorized Crown personnel to speak directly with its auditors. Accordingly, Crown was working directly with the auditors at said time on addressing any discrepancies they believed existed. Crown had complete access to ask the auditors for any and all reports they required. Copies of the emails between the parties, including with Fazzari are attached above at <b>Exhibit "EE"</b>.</p> <p><b>183</b> Accordingly, and as no notice of any default related to the allegations ... were provided to Mill Street prior to delivery of the April 1, 2020 letter, Mill Street reasonably believed Crown was satisfied with all reporting done by Mill Street and the auditors in this regard.</p>	<p>Pursuant to the section 8.1(a) of Credit Agreement, Mill Street was obligated to provide its audited financial statements for its 2019 fiscal year to Crown Capital <u><b>no later than thirty (90) days after the end of such fiscal year.</b></u> Mill Street's 2020 fiscal year ended on January 31, 2019. Ninety (90) days after January is May 1 2019. <u><b>The report delivered on June 18, 2019 was therefore 78 days' late, as claimed. Even then, the report was only in draft form. Moreover, no explanation has been given for the significant discrepancies from the internal financial statements previously provided, including, without limitation, the decrease of cash from approximately \$3.8 million to zero.</b></u></p> <p>Mill Street was obligated under section 8.1(a) of the Credit Agreement to report within a specified time period, and failed to do so. No evidence has been tendered to support Crown Capital having waived these defaults.</p>	<p>At no time prior to the default letter as of January, 2020, has a default notice ever been provided to Mill Street.</p> <p>Pursuant to section 11(c), Mill Street would have an opportunity to cure any alleged default matters. To hold Mill Street to be "aware" of the alleged default just by virtue of the Credit Agreement would defeat the purpose of section 11(c) of said agreement.</p> <p>Notably, as Crown Capital is a publically traded institution, they would have to provide a notice letter noting default and publicize same on their public filings on SEDAR, which has never been done.</p> <p>As stated in the response – representatives of Crown were speaking directly to Mill Street's auditors. Any delays or discrepancies in the reports, if any, would have been directly caused by the representatives of Crown in their direct discussions and Crown would be fully aware of any such delays.</p> <p>Fazzari has provided an explanation of same in its correspondence to Crown (Exhibit "C" of the Second Murad Affidavit)</p>
<p><b>11.(h)</b> 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.</p>	<p><b>See above.</b></p>	<p>Pursuant to the section 8.1(a) of Credit Agreement, Mill Street was obligated to provide its audited financial statements for its 2019 fiscal year to Crown Capital <u><b>no later than thirty (90) days after the end of such fiscal year.</b></u> Mill Street's 2020 fiscal year ended on January 31, 2019. Ninety (90) days after January is May 1 2019. <u><b>The report delivered on August 9, 2019 was therefore 100 days' late, as claimed. Even then, it was not accompanied by the EBITDA Report or associated auditor's comfort letter under section 8.1(b), both of which still remain outstanding.</b></u></p> <p>Mill Street was obligated under section 8.1(a) and 8.1(b) of the Credit Agreement to report within a specified time period, and failed to do so. No evidence has been tendered to support Crown Capital having waived these defaults.</p>	<p>At no time prior to the default letter as of January, 2020, has a default notice ever been provided to Mill Street.</p> <p>Pursuant to section 11(c), Mill Street would have an opportunity to cure any alleged default matters. To hold Mill Street to be "aware" of the alleged default just by virtue of the Credit Agreement would defeat the purpose of section 11(c) of said agreement.</p> <p>Notably, as Crown Capital is a publically traded institution, they would have to provide a notice letter noting default and publicize same on their public filings on SEDAR, which has never been done.</p> <p>Fazzari has provided an explanation of same in its correspondence to Crown (Exhibit "A" of the Second Murad Affidavit)</p>

<p><b>11.(i)</b> 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.</p>	<p><b>184</b> ... the payment was sent by Mill Street in a timely manner, but as noted by Tim, there was an error in the wiring instructions such that the payment was not actually received. A copy of that email exchange is set out at <b>Exhibit "HH"</b>. The discrepancy was immediately corrected the following day and thereby, if any default existed it was cured promptly.</p> <p><b>185</b> I can't help but note that even when Crown provided its initial default letter of January 17, 2020, it did not mention this alleged default.</p>	<p>Pursuant to section 11.1(b) of the Credit Agreement, the cure period for the failure to pay interest is three (3) Business Days. <b>Exhibit "HH"</b> does not evidence any attempt to pay interest within that cure period.</p> <p>No evidence has been tendered to support Crown Capital having waived this default.</p>	<p>The payment was made on time. The instant it was noted to all parties that the payment was not received, it was cured as evidenced by Exhibit "HH" of the First Murad Affidavit.</p> <p>At no time prior to the default letter as of January, 2020, has a default notice ever been provided to Mill Street.</p> <p>Pursuant to section 11(c), Mill Street would have an opportunity to cure any alleged default matters. To hold Mill Street to be "aware" of the alleged default just by virtue of the Credit Agreement would defeat the purpose of section 11(c) of said agreement.</p> <p>Notably, as Crown Capital is a publically traded institution, they would have to provide a notice letter noting default and publicize same on their public filings on SEDAR, which has never been done.</p>
---	--	--	---

<p><b>11.(j)</b> 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.</p>	<p><b>166</b> ...at the time said reports would have been due, Crown was working directly with Mill Street's auditors and would have had access to any reports it required and were aware this was necessitated due to a change in controller for Mill Street. As such, Crown would have been aware of any delays in the reporting for said time period, and been a participant in said delays.</p> <p>A copy of emails between Mill Street's auditors, Fazzari + Partners LLP ("Fazzari") and members of Crown's team of various dates are attached as <b>Exhibit "FF"</b>.</p> <p><b>167</b> Mill Street further states that prior to receipt of the April 1, 2020 letter, there had been no comments or notice with respect to the failure to deliver said report in a timely manner or any previous notice of default with respect to any of these allegations.</p> <p><b>168</b> Under Section 11.(c) of the Credit Agreement, as Mill Street had never been aware of any default(s), it could not be held to be in default as it would be allowed time under said provision to comply with the required terms.</p> <p><b>169</b> Mill Street further states that if any such default existed, Crown was aware of and accepted Mill Street's efforts to meet the requirements.</p> <p><b>170</b> Mill Street complied with the provisions of the Credit Agreement as soon as practically possible such that any default which may have fleetingly existed, which are denied, were and have been cured.</p>	<p>Pursuant to the section 8.1(c) of Credit Agreement, Mill Street was obligated to provide its second quarter financial statements for its 2020 fiscal year to Crown Capital <u><b>no later than thirty (30) days after the end of such quarter.</b></u> Mill Street's second quarter for the 2020 fiscal year ended on July 31, 2019. Thirty (30) days after July 31, 2019 is August 30, 2019. <u><b>The fourth quarter report delivered on November 1, 2019 was therefore 62 days' late, as claimed.</b></u></p> <p>It is unclear how Mill Street could have been "unaware" of its default. Mill Street was obligated under section 8.1(c) of the Credit Agreement to report within a specified time period, and failed to do so. No evidence has been tendered to support Crown Capital having waived this default. Even if the cure period pursuant to section 11(c) of the Credit Agreement applied (which it does not), the default was not remedied by September 1, 2019, as would have been required.</p>	<p>At no time prior to the default letter as of January, 2020, has a default notice ever been provided to Mill Street.</p> <p>Pursuant to section 11(c), Mill Street would have an opportunity to cure any alleged default matters. To hold Mill Street to be "aware" of the alleged default just by virtue of the Credit Agreement would defeat the purpose of section 11(c) of said agreement.</p> <p>Notably, as Crown Capital is a publically traded institution, they would have to provide a notice letter noting default and publicize same on their public filings on SEDAR, which has never been done.</p> <p>In addition, at this time, Mill Street and Crown were discussing a merger between the parties as per Exhibit "K" to the First Murad Affidavit.</p>
--	---	--	---

<p><b>11.(k)</b> 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.</p>	<p><b>186</b> The default at allegation items (k) to (n) all deal with the time period and circumstances during the GNI Transaction which have been detailed herein, including the delay in making the November and December, 2019 payments of interest to Crown. Mill Street denies any of the default allegations.</p> <p><b>187</b> As stated herein, Crown was also aware of and in fact invited to help finance the GNI Transaction. It was also notified of the anticipated delay in payments. Crown made no objections and provided no default notices of the allegations at the time said matters would have transpired.</p> <p><b>188</b> The various email chains attached at Exhibits "L", "O" and "P", variously dated, detail the events, including illustrating Crown's knowledge and involvement of the GNI Transaction as well as the benefit of the GNI Transaction to Mill Street's portfolio and thereby, Crown's investment in Mill Street.</p> <p><b>189</b> Mill Street received no indication of Crown's opposition to the GNI Transaction and further states that under section 9.2, Crown would have no basis to unreasonably withhold its consent from completion of the transaction.</p>	<p>Crown Capital did not lend any additional monies to finance this transaction, and there is nothing in Mr. Murad's explanation, or in Exhibits "L", "O" or "P", to evidence that the transaction proceeded with Crown Capital's prior written consent, or that Crown Capital waived such requirement. .</p>	<p>Not only has Crown been involved with the transaction itself based on the exhibits contained in the First Murad Affidavit, its entire security position has been improved based on the completion of the transaction.</p> <p>Crown has no basis to unreasonably withhold its consent and has not provided any basis to date for their position.</p>
<p><b>11.(l)</b> 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.</p>	<p>See above.</p>	<p>Mr.. Murad does not deny that the payment was received on January 7, 2020, being 38 days' late, as claimed. Pursuant to section 11.1(b) of the Credit Agreement, the cure period for the failure to pay interest is only three (3) Business Days, which was not met.</p> <p>No evidence has been tendered to support Crown Capital having waived this default. To the contrary, Exhibit "P" to Mr. Murad's affidavit includes an email from Mr. Oldfield dated January 10, 2020, as follows:</p> <p><i>"I am very frustrated with your lack of a clear and timely response with respect to the interest payments. The November payment was a month late and the December payment was due on Monday and has not yet been received and you have not responded to my requests for confirmation as to when this will be paid. I am sure you can appreciate that this is not acceptable and is not productive for our relationship. I would like a response from you today on this."</i></p>	<p>At the time of the alleged allegations, Mill Street and Crown were in negotiations until November, 2019 to address the funds required for acquisition to avoid arbitration with Mill's partner.</p> <p>When Crown did not come forward with the funds, this caused delay as Mill Street dealt with the fall out of Crown's decision. The transaction Mill Street prepared with Fiera and CIBC, once closed, created the proper solution to make its payments and Crown was aware of this as per Exhibit "P" of the First Murad Affidavit from December 18, wherein Noah stated:</p> <p><i>As I explained to Josh recently and as you are aware, [...] we are in the middle of finalizing our deal with Fiera and CIBC for a new term loan [...] on January 6, we will be moving forward with Fiera and CIBC and we can make a double payment to you after that time.</i></p> <p>Payment of the interest amounts was completed after the closing occurred as had been promised by Mill Street.</p>

<p><b>18.(a)</b> 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.</p>	<p>See above.</p>	<p>Mr.. Murad does not deny that the payment was received on January 22, 2020, being 22 days' late, as claimed. Pursuant to section 11.1(b) of the Credit Agreement, the cure period for the failure to pay interest is only three (3) Business Days, which was not met.</p> <p>No evidence has been tendered to support Crown Capital having waived this default. To the contrary, Exhibit "P" to Mr. Murad's affidavit includes an email from Mr. Oldfield dated January 10, 2020, as follows:</p> <p><i>"I am very frustrated with your lack of a clear and timely response with respect to the interest payments. The November payment was a month late and the December payment was due on Monday and has not yet been received and you have not responded to my requests for confirmation as to when this will be paid. I am sure you can appreciate that this is not acceptable and is not productive for our relationship. I would like a response from you today on this."</i></p>	<p>See above</p>
<p><b>18.(b)</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.</p>	<p>See above.</p>	<p>Crown Capital did not lend any additional monies to finance this transaction, and there is nothing in Mr. Murad's explanation, or in Exhibits "L", "O" or "P", to evidence that the transaction proceeded with Crown Capital's prior written consent, or that Crown Capital waived such requirement or the breach of the Permitted Portfolio Acquisition.</p>	<p>See above.</p> <p>As previously indicated, under the Credit Agreement, Crown was required to not unreasonably withhold its consent. There is no evidence to support that there was any reasonable basis for withholding consent on the part of Crown.</p>
<p><b>18.(c)</b> 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:</p> <p>(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</p> <p>(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</p>	<p><b>190</b> ... this is the first time Mill Street has been made aware of the issue, and I do not accept that there was a default of pending event of default – especially not as of the dates of the payments.</p> <p><b>191</b> In any event, under the Credit Agreement, Mill Street would have 30 days to cure any actual default. Mill Street is still involved in a back and forth with Josh investigating the allegations and if in fact, this allegation has merit, Mill Street will make payment of the 5% fee to Crown if determined to be validly owing. Attached hereto and marked as <b>Exhibit "II"</b> is a copy of our email exchange in this regard.</p>	<p>The default pursuant to section 18.(c)(i) of the Credit Agreement is not curable, and no cure period applies.</p> <p>With respect to the default pursuant to section 18.(c)(ii), even if a cure period of 30 days did apply, the default was not remedied within such time period. <b>Exhibit "II"</b> does not evidence any waiver of Mill Street's default pursuant to the Credit Agreement.</p>	<p>At no time prior to the default letter as of January, 2020, has a default notice ever been provided to Mill Street.</p> <p>Pursuant to section 11(c), Mill Street would have an opportunity to cure any alleged default matters. To hold Mill Street to be "aware" of the alleged default just by virtue of the Credit Agreement would defeat the purpose of section 11(c) of said agreement.</p> <p>Notably, as Crown Capital is a publically traded institution, they would have to provide a notice letter noting default and publicize same on their public filings on SEDAR, which has never been done.</p> <p>Since being notified of the alleged default, Mill Street has provided further financial information to Crown, including at Exhibit "JJ" of the First Murad Affidavit and has indicated that it will work with Crown to explain the subject transactions being complained of.</p>

<p><b>18.(d)</b> 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.</p>	<p><b>192</b> ... Mill Street was preparing its business plan in the last quarter of 2019 which included potential investment from Crown or another entity to complete the GNI Transaction as well as dealing with the potential change in structure to the relationship between Mill Street's arrangement with Crown. However, as there was uncertainty in the plan due to Crown being non-committal about their investment as well as the potential change in their relationship with Mill Street as I have described above, this caused an obvious delay in our ability to finalize same. In any case, Mill Street did provide the business plan in a timely manner in these circumstances.</p> <p><b>193</b> Once again, with respect to any further information requested by Crown, we would have 30 days to provide same from such request (i.e. by April 20, 2020) before we would be in default. That information is attached hereto at <b>Exhibit "JJ"</b>.</p>	<p>Mr. Murad does not deny that the annual business plan was delivered 47 days' late, as claimed, and that it was also incomplete, as also claimed.</p> <p>The failure to provide a complete business plan when due does not entitle Mill Street to benefit from an additional 30 day cure period in respect of the incomplete information.</p>	<p>At no time prior to the default letter as of January, 2020, has a default notice ever been provided to Mill Street.</p> <p>Pursuant to section 11(c), Mill Street would have an opportunity to cure any alleged default matters. To hold Mill Street to be "aware" of the alleged default just by virtue of the Credit Agreement would defeat the purpose of section 11(c) of said agreement.</p> <p>Notably, as Crown Capital is a publically traded institution, they would have to provide a notice letter noting default and publicize same on their public filings on SEDAR, which has never been done.</p> <p>Disclosure of the business plans were made by email and in addition, Mill Street has provided further financial information to Crown, including at Exhibit "JJ" of the First Murad Affidavit, which further provides information supporting Mill Street's business plan.</p>
<p><b>18.(e)</b> 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.</p>	<p><b>194</b> ... as demonstrated by the email at <b>Exhibit "KK"</b>, dated March 5, 2020, Mill Street has offered all financial information supported by its accountants to represent the calculations provided and to show that there is no breach in that regard.</p> <p><b>195</b> With respect to any subsequent requests for information or alleged default, the first allegation of same was the April 1, 2020 letter and Mill Street would still be within its 30-day period to respond to any such request (and has now done so as set out at <b>Exhibit "JJ"</b>) and hence there is no default.</p>	<p><b>Exhibit "KK"</b> only contains an email dated January 31, 2020, which does not reflect the email that Mr. Murad describes.</p> <p>In any event, the failure to provide accurate covenant calculations when due does not entitle Mill Street to benefit from an additional 30 day cure period in respect of the inaccurate information.</p>	<p>Exhibit "KK" to the First Murad Affidavit refers to attachments which are in Crown's possession.</p> <p>Fazzari has provided an explanation of same in its correspondence to Crown (Exhibit "C" of the Second Murad Affidavit)</p> <p>In addition Mill Street has provided further financial information to Crown, including at Exhibit "JJ" of the First Murad Affidavit, which explains the fixed covenant issue.</p>



<p><b>18.(f)</b> 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.</p>	<p><b>196</b> ...if there was a default in this regard, the first notice we received of it would be the April 1, 2020 letter, and Mill Street would still be within its 30-day period to cure any such default.</p> <p><b>197</b> In this regard, I have discussed the calculations with Josh and Tim and noted to them that this covenant as originally drafted in the Credit Agreement was not suitable and needed to be restructured as GNI added significant growth to Mill Street and other portfolio companies, based on Chris' advice, had been discontinued or sold.</p> <p><b>198</b> In this email exchange from prior to the Credit Agreement, Tim acknowledged that the covenant referenced was flawed and it was noted that if GNI continued its growth at the time, the referenced calculation in the covenant would need to be changed.</p> <p><b>199</b> A copy of correspondence exchange in this regard, dated May 12- 13, 2018 is attached as <b>Exhibit "LL"</b>.</p> <p><b>200</b> I am advised by Mill Street's controller, Trevor Harris, that in a meeting between Mill Street and Crown representatives, it was made clear that there was no expectation from Crown that this covenant would be met and in fact, acknowledged that this covenant should be changed. Once again, although Mill Street was never within the covenant as contemplated, Crown had never raised a concern with same.</p>	<p>Mr. Murad acknowledges that "<i>Mill Street was never within the covenant as contemplated.</i>"</p> <p>Pursuant to section 11.1(c) of the Credit Agreement, no cure period applies to the failure of Mill Street to be in compliance with any financial covenants set forth in section 9.1(t) of the Credit Agreement.</p> <p><b>Exhibit "LL"</b> does not evidence any waiver of Mill Street's default pursuant to the Credit Agreement.</p> <p><b>Exhibit "LL"</b> was is also dated prior to the Credit Agreement and was not incorporated into the Credit Agreement.</p>	<p>At no time prior to the default letter as of January, 2020, has a default notice ever been provided to Mill Street.</p> <p>Pursuant to section 11(c), Mill Street would have an opportunity to cure any alleged default matters. To hold Mill Street to be "aware" of the alleged default just by virtue of the Credit Agreement would defeat the purpose of section 11(c) of said agreement.</p> <p>Notably, as Crown Capital is a publically traded institution, they would have to provide a notice letter noting default and publicize same on their public filings on SEDAR, which has never been done.</p> <p>At all times, the alleged breach of this covenant was directly caused by Mill Street acting in direct compliance of the directives being provided to it by Crown</p>
<p><b>18.(g)</b> 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.</p>	<p><b>201</b> ...despite two years having elapsed, Crown has never raised the issue of compliance certificates not being submitted as a default. Crown accepted the default. Alternatively, if there was a default in this regard, as of the date of the April 1, 2020 letter, Mill Street would still be within its 30-day period to cure any such default, however, providing compliance certificates seems rather silly at this point.</p>	<p>The failure to provide the compliance certificates when due does not entitle Mill Street to benefit from an additional 30 day cure period in respect of the missing compliance certificates.</p> <p>Contrary to Mr. Murad's assertion that "<i>providing compliance certificates seems rather silly at this point,</i>" it is noteworthy that Mr. Murad has still not provided compliance certificates executed by him.</p>	<p>At no time prior to the default letter as of January, 2020, has a default notice ever been provided to Mill Street.</p> <p>Pursuant to section 11(c), Mill Street would have an opportunity to cure any alleged default matters. To hold Mill Street to be "aware" of the alleged default just by virtue of the Credit Agreement would defeat the purpose of section 11(c) of said agreement.</p> <p>Notably, as Crown Capital is a publically traded institution, they would have to provide a notice letter noting default and publicize same on their public filings on SEDAR, which has never been done.</p> <p>Compliance certificates were provided via email (Exhibit "A" to the Second Murad Affidavit), such that any such default would have been cured.</p>

<p><b>18.(h)</b> 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.</p>	<p><b>202</b> Finally, with respect to item (t) and Mill Street allegedly, having failed to inform Crown of a pending default, in light of the alleged events, Crown was always kept apprised of Mill Street's acquisitions and operations through verbal and other communication, including instances whereby Mill Street would need to delay monthly interest payments, or make transactions such as the GNI Transaction. Crown was always aware of Mill Street's actions, and accordingly, and of the defaults which it now alleges.</p>	<p>Mr. Murad still denies the defaults even now, in clear breach of Mill Street's reporting obligations in respect of same under the Credit Agreement.</p>	<p>At no time prior to the default letter as of January, 2020, has a default notice ever been provided to Mill Street.</p> <p>Pursuant to section 11(c), Mill Street would have an opportunity to cure any alleged default matters. To hold Mill Street to be "aware" of the alleged default just by virtue of the Credit Agreement would defeat the purpose of section 11(c) of said agreement.</p> <p>Notably, as Crown Capital is a publically traded institution, they would have to provide a notice letter noting default and publicize same on their public filings on SEDAR, which has never been done.</p>
--	---	--	---

**TAB B**

This is **Exhibit "B"**  
referred to in the affidavit of  
NOAH MURAD, affirmed before me this  
day of April 27, 2020

A handwritten signature in cursive script, appearing to read "W. G. Smith", is written above a horizontal line.

*A Commissioner for taking affidavits*

Allan Kamerman  
Chief Financial Officer

<image001.jpg>

7616 Yonge Street  
Thornhill, ON L4J 1V9  
416 903-2077  
[www.millstreetco.com](http://www.millstreetco.com)

---

**From:** Allan Kamerman  
**Sent:** April 24, 2020 7:15 PM  
**To:** 'Josh Axler' <josh.axler@crowncapital.ca>  
**Cc:** Trevor Harris <tharris@millstreetco.com>  
**Subject:** Mill Street Compliance Certificates

Hi Josh

Please find the compliance certificates for the quarterly reporting periods since the commencement of the loan together with the comfort letter from our Auditors on the January 31, 2019 reporting.

Regards

Allan Kamerman  
Chief Financial Officer

<image001.jpg>

7616 Yonge Street  
Thornhill, ON L4J 1V9  
416 903-2077  
[www.millstreetco.com](http://www.millstreetco.com)

<Compliance Certificate 2019-07.pdf>

<Compliance Certificate 2019-10.pdf>

<Compliance Certificate 2020-01.pdf>

<Comfort Letter Mill St EBITDA.pdf>

<Compliance Certificate 2018- 04.pdf>

<Compliance Certificate 2018-07.pdf>

<Compliance Certificate 2018-10.pdf>

<Compliance Certificate 2019-01.pdf>

<Compliance Certificate 2019-04.pdf>





To Whom it May Concern:

**Mill Street & Co. Inc. (the "Company")**

We refer to the credit agreement between the above Company and Crown Capital Private Credit Fund, LP dated May 16, 2018. We are the auditors of the Company's Consolidated financial statements for the year ended January 31, 2019.

We are providing this comfort letter as required per Section 8.1(b) regarding the calculations of Portfolio EBITDA.

We have reviewed the attached Portfolio EBITDA calculation and in our opinion the calculation at January 31, 2019 has been made in accordance with the requirements set out in Section 3.3(b) to the agreement.

*Fazzari + Partners*

FAZZARI + PARTNERS LLP

Chartered Professional Accountants

Licensed Public Accountants

Vaughan, ON

April 24, 2020



Mill Street & Co - Consolidated  
January 31, 2019  
EBITDA calculation

Company/Group	Revenue	Net income (loss)	Interest	Taxes	Amortization (PPE)	Amortization (Intangibles)	EBITDA	Extraordinary items per FS				Adjusted EBITDA	EBITDA attributable to	
								Discontinued operations	Gain on disposal	Other items (Note 1)	Other (Note 2)		Ownership	Mill Street
2332361 OI	174,061.07	69,768.27	67,169.04	-	-	-	136,937.31	(48,239.99)	-	-	-	88,697.32	60%	53,218.39
2455432 OI	168,625.00	(37,190.92)	141,803.38	-	36,736.16	-	141,348.62	-	-	1,500.00	-	142,848.62	100%	142,848.62
All Source Group	7,200,305.13	(162,638.28)	288,461.85	(72,535.00)	290,444.59	-	343,733.16	-	-	(60,000.00)	300,000.00	583,733.16	100%	583,733.16
Dfendus Group	545,053.56	(113,924.01)	41,846.99	-	-	-	(72,077.02)	146,094.39	-	9,999.39	-	84,016.76	100%	84,016.76
GNI Group	55,115,656.24	643,635.06	944,163.44	(31,942.64)	1,492,700.18	270,600.00	3,319,156.04	-	-	501,000.00	-	3,820,156.04	75%	2,865,117.03
Lumbermens	1,351,625.51	43,817.96	11,251.42	-	70,717.00	-	125,786.38	-	-	-	-	125,786.38	95%	119,497.06
Mill Street (unconsolidated)	-	(4,134,082.59)	934,304.12	-	-	-	(3,199,778.47)	-	-	784,700.00	426,067.92	(1,989,010.55)	100%	(1,989,010.55)
The Fastway Group	2,376,027.21	(7,055,738.23)	223,862.75	-	298,860.69	-	(6,533,014.79)	8,339,606.50	(1,061,001.84)	852.00	-	746,441.87	100%	746,441.87
Tuque	-	(716,420.48)	6,490.14	-	-	-	(709,930.34)	712,806.67	-	-	-	2,876.33	95%	2,732.51
HVAC Group	17,582,913.39	253,407.20	369,380.26	(3,849.00)	258,427.11	-	877,365.57	349,303.94	-	-	-	1,226,669.51	50%	613,334.76
Salievent.com Group	3,781,439.24	4,779,800.16	55,328.54	109,720.00	-	-	4,944,848.70	668,523.92	(2,609,354.70)	-	-	3,004,017.92	60%	1,802,410.75
	88,295,706.35	(6,429,565.86)	3,084,061.93	1,393.36	2,447,885.73	270,600.00	(625,624.84)	10,168,095.43	(3,670,356.54)	1,238,051.39	726,067.92	7,836,233.36		5,024,340.36
	FS	FS	FS	FS	FS	FS		FS Note 21	FS Note 21	FS Note 21				100%

Note 1

Significant balances in the "Other items" category of Extraordinary items are as follows:

\$784,700 impairment of related party loan receivable from Mere Investments (Mill Street (unconsolidated))

\$226,000 contingent liability for WSIB payment (GNI Group)

\$275,000 one-time management fees to non-controlling interests (GNI Group)

Note 2

One-time consulting fees paid to Crown, not already included in extraordinary items of \$426,067.92

One-time management restructuring costs, not already included in extraordinary items of \$300,000.00



**SCHEDULE ERROR! REFERENCE SOURCE NOT FOUND.**

**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 16, 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:** **April 30 2018**

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

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.

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.

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

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: Section 9.1(t)(ii). The explanation for the result has been discussed with Crown Capital Partners management, has been accepted and compliance of this covenant has been waived.]**

The attached financial statements for the **quarter** ending **April 30 2018** 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.

As of April 30 2018:

The Fixed Charge Coverage Ratio was 4.71:1, calculated as follows:

Sum of items in (i) of definition of Fixed Charge Coverage Ratio	\$1,211,900
Sum of items in (ii) of definition of Fixed Charge Coverage Ratio	\$257,200
(i) divided by (ii)	<b>4.71</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:



**SCHEDULE ERROR! REFERENCE SOURCE NOT FOUND.**

**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 16, 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:** **July 31 2018**

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

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.

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.

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

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: Section 9.1(t)(ii). The explanation for the result has been discussed with Crown Capital Partners management, has been accepted and compliance of this covenant has been waived.]**

The attached financial statements for the **Fiscal Quarter** ending **July 30 2018** 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.

As of July 31 2018:

The Fixed Charge Coverage Ratio was 1.76:1, calculated as follows:

Sum of items in (i) of definition of Fixed Charge Coverage Ratio	\$1,445,000
Sum of items in (ii) of definition of Fixed Charge Coverage Ratio	\$822,400
(i) divided by (ii)	1.76

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:





SCHEDULE ERROR! REFERENCE SOURCE NOT FOUND.

**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 16, 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:** **October 31 2018**

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

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.

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.

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

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: **Section 9.1(t)(ii). The explanation for the result has been discussed with Crown Capital Partners management, has been accepted and compliance of this covenant has been waived.**]

The attached financial statements for the **Fiscal Quarter ending October 31, 2018** 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.

As of October 31 2018:

The Fixed Charge Coverage Ratio was 1.41:1, calculated as follows:

Sum of items in (i) of definition of Fixed Charge Coverage Ratio	\$2,036,800
Sum of items in (ii) of definition of Fixed Charge Coverage Ratio	\$1,448,300
(i) divided by (ii)	1.41

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:



**SCHEDULE ERROR! REFERENCE SOURCE NOT FOUND.**

**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 16, 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:** **January 31 2019**

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

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.

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.

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

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: **Section 9.1(t)(ii). The explanation for the result has been discussed with Crown Capital Partners management, has been accepted and compliance of this covenant has been waived.**]

The attached financial statements for the **Fiscal Year ending January 31 2019** 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.

As of January 31 2019:

The Fixed Charge Coverage Ratio was 1.27:1, calculated as follows:

Sum of items in (i) of definition of Fixed Charge Coverage Ratio	\$2,624,000
Sum of items in (ii) of definition of Fixed Charge Coverage Ratio	\$2,071,400
(i) divided by (ii)	1.27

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:



**SCHEDULE ERROR! REFERENCE SOURCE NOT FOUND.**

**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 16, 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:** **April 30 2019**

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

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.

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.

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

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: **Section 9.1(t)(ii). The explanation for the result has been discussed with Crown Capital Partners management, has been accepted and compliance of this covenant has been waived.**]

The attached financial statements for the **Fiscal Quarter** ending **April 30, 2019** 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.

As of April 30 2019:

The Fixed Charge Coverage Ratio was 2.98:1, calculated as follows:

Sum of items in (i) of definition of Fixed Charge Coverage Ratio	1,872,300
Sum of items in (ii) of definition of Fixed Charge Coverage Ratio	\$629,100
(i) divided by (ii)	2.98

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:





**SCHEDULE ERROR! REFERENCE SOURCE NOT FOUND.**

**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 16, 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:** **July 31 2019**

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

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.

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.

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

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: **Section 9.1(t)(ii). The explanation for the result has been discussed with Crown Capital Partners management, has been accepted and compliance of this covenant has been waived.**]

The attached financial statements for the **Fiscal Quarter** ending **July 31 2019** 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.

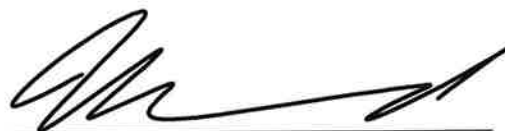
As of July 31 2019:

The Fixed Charge Coverage Ratio was 1.47:1, calculated as follows:

Sum of items in (i) of definition of Fixed Charge Coverage Ratio	\$754,700
Sum of items in (ii) of definition of Fixed Charge Coverage Ratio	\$511,900
(i) divided by (ii)	1.47

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:



**SCHEDULE ERROR! REFERENCE SOURCE NOT FOUND.**

**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 16, 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:** **October 31 2019**

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

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.

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.

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

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: Section 9.1(t)(ii). The explanation for the result has been discussed with Crown Capital Partners management, has been accepted and compliance of this covenant has been waived.]

The attached financial statements for the **Fiscal Quarter** ending **October 31 2019** 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.

As of October 31 2019:

The Fixed Charge Coverage Ratio was 3.1:1, calculated as follows:

Sum of items in (i) of definition of Fixed Charge Coverage Ratio	\$2,692,600
Sum of items in (ii) of definition of Fixed Charge Coverage Ratio	\$867,400
(i) divided by (ii)	3.1

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:



SCHEDULE ERROR! REFERENCE SOURCE NOT FOUND.

**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 16, 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:** **January 31 2020**

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

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.

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.

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

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: **Section 9.1(t)(ii). The explanation for the result has been discussed with Crown Capital Partners management, has been accepted and compliance of this covenant has been waived.**]

The attached financial statements for the **Fiscal Year ending January 31 2020** 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.

As of January 31 2020:

The Fixed Charge Coverage Ratio was 1.52:1, calculated as follows:

Sum of items in (i) of definition of Fixed Charge Coverage Ratio	\$2,725,000
Sum of items in (ii) of definition of Fixed Charge Coverage Ratio	\$1,797,900
(i) divided by (ii)	1.52

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:

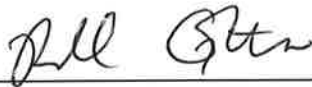


Name:

Title:

**TAB C**

This is **Exhibit "C"**  
referred to in the affidavit of  
NOAH MURAD, affirmed before me this  
day of April 27, 2020

A handwritten signature in black ink, appearing to read "Dill Gtner", is written above a horizontal line.

*A Commissioner for taking affidavits*

## Rahul Gandotra

---

**From:** Rahul Gandotra  
**Sent:** April-27-20 3:50 PM  
**To:** Rahul Gandotra  
**Subject:** FW: Crown

Begin forwarded message:

**From:** Carlo Viola <[carlo@fazzaripartners.com](mailto:carlo@fazzaripartners.com)>  
**Date:** April 27, 2020 at 3:37:29 PM EDT  
**To:** Jacob Murad <[jmurad@millstreetco.com](mailto:jmurad@millstreetco.com)>  
**Cc:** Roy Murad <[rmurad@millstreetco.com](mailto:rmurad@millstreetco.com)>, Eric Barrett <[E.barrett@fazzaripartners.com](mailto:E.barrett@fazzaripartners.com)>  
**Subject:** RE: Crown

Good afternoon Jacob,

I have copied Eric B. from our office on this too.

Crown did reach out to us in the month of August to review some financial statement details. We answered all their questions. Based on my email history log, the last communication we had with Crown was with Josh Axler on August 26, 2019. After that, we did not receive any communication from Crown.

Yours truly,



*View our most recent publications*  
*Confidentiality Disclaimer*



**Carlo Viola, CPA, CA**  
Partner  
T: 905.738.6402 [carlo@fazzaripartners.com](mailto:carlo@fazzaripartners.com)

**Fazzari + Partners LLP**  
Chartered Professional Accountants  
Licensed Public Accountants

3300 Highway 7, Suite 901, Vaughan, Ontario L4K 4M3  
F: 905 660.7228 [fazzaripartners.com](http://fazzaripartners.com)

---

**From:** Jacob Murad <[jmurad@millstreetco.com](mailto:jmurad@millstreetco.com)>  
**Sent:** Monday, April 27, 2020 1:48 PM  
**To:** Carlo Viola <[carlo@fazzaripartners.com](mailto:carlo@fazzaripartners.com)>  
**Cc:** Roy Murad <[rmurad@millstreetco.com](mailto:rmurad@millstreetco.com)>  
**Subject:** Re: Crown  
**Importance:** High

Carlo,

As per our discussions, did Crown reach out to yourself or Fazarri in August 2019 to ask questions pertaining to Mill Street's audited financial statements and had you heard from Crown since?

**JACOB MURAD, J.D., LL.M.**  
general counsel

[jmurad@millstreetco.com](mailto:jmurad@millstreetco.com)

TEL: 905-764-5465 ext. 221 CELL: 416-879-0227

7616 Yonge Street, Thornhill, Ontario L4J 1V9

**MILL STREET & CO.**

This email may contain confidential information, and is intended only for the named recipient and may be privileged. Distribution or copying of this email by anyone other than the named recipient is prohibited. If you are not the named recipient, please notify us immediately and permanently delete this email and destroy all copies of it.

**TAB D**

This is **Exhibit "D"**  
referred to in the affidavit of  
NOAH MURAD, affirmed before me this  
day of April 27, 2020

A handwritten signature in cursive script, appearing to read 'Will C. [unclear]', positioned above a horizontal line.

---

*A Commissioner for taking affidavits*

**From:** [Noah Murad](#)  
**To:** [Jacob Murad](#)  
**Subject:** FW: Fastway  
**Date:** Tuesday, April 21, 2020 4:50:11 PM  
**Attachments:** [image001.png](#)

---

**NOAH MURAD**  
**president**

TEL: 905-764-5465 ext. 222 CELL: 647-221-7550

7616 Yonge Street, Thornhill, Ontario L4J 1V9



This email may contain confidential information, and is intended only for the named recipient and may be privileged. Distribution or copying of this email by anyone other than the named recipient is prohibited. If you are not the named recipient, please notify us immediately and permanently delete this email and destroy all copies of it.

---

**From:** Noah Murad  
**Sent:** November 29, 2018 4:06 PM  
**To:** Josh Axler <josh.axler@crowncapital.ca>  
**Subject:** RE: Fastway

Hi Josh,

Please see below.

**NOAH MURAD**  
**president**

TEL: 905-764-5465 ext. 222 CELL: 647-221-7550

7616 Yonge Street, Thornhill, Ontario L4J 1V9



This email may contain confidential information, and is intended only for the named recipient and may be privileged. Distribution or copying of this email by anyone other than the named recipient is prohibited. If you are not the named recipient, please notify us immediately and permanently delete this email and destroy all copies of it.



---

**From:** Josh Axler <[josh.axler@crowncapital.ca](mailto:josh.axler@crowncapital.ca)>

**Sent:** November 29, 2018 3:59 PM

**To:** Noah Murad <[nmurad@millstreetco.com](mailto:nmurad@millstreetco.com)>

**Subject:** Fastway

Hi Noah,

Thanks for the time today. Quick clarification from our call. After the Timmins and Thorald sale what is the expected remaining senior and VTB debt in the business?

After the two sales, there will be no more VTB's, and \$1.2 million of mortgages removed (the total is \$3 million overall). If TD agrees to the suggestion of increasing debt on All Source to reduce their operating line exposure, and provided you agree as well, then this would also reduce our debt overall by at least \$500,000. So, from that point, there will be about \$1.6 million on the operating line, and \$1 million in term debt.

Spoke to Tim about the your discussions with TD about the Debt Service covenant. Once you have that sorted out with them please send us any written forbearance or waiver from them so we have a record of it.

I will send you anything I receive though at this point I have been told that we will be left alone for another 10 months or so at a minimum. But again, I will of course send you anything I receive.

Thanks,

Josh Axler

Investment Associate

**Crown Capital Partners Inc.**

416-640-4159

[josh.axler@crowncapital.ca](mailto:josh.axler@crowncapital.ca)

[www.crowncapital.ca](http://www.crowncapital.ca)

# **TAB E**

This is **Exhibit "E"**  
referred to in the affidavit of  
NOAH MURAD, affirmed before me this  
day of April 27, 2020

A handwritten signature in cursive script, appearing to read "Dill G. H.", is written above a horizontal line.

*A Commissioner for taking affidavits*

**From:** [Noah Murad](#)  
**To:** [Jacob Murad](#)  
**Subject:** FW: Meeting Follow Up  
**Date:** Friday, April 24, 2020 3:06:12 PM  
**Attachments:** [Screen Shot 2019-08-21 at 3.21.36 PM.png](#)  
[image001.png](#)

---

**NOAH MURAD**  
president

TEL: 905-764-5465 ext. 222 CELL: 647-221-7550

7616 Yonge Street, Thornhill, Ontario L4J 1V9

**MILL STREET & CO.**

This email may contain confidential information, and is intended only for the named recipient and may be privileged. Distribution or copying of this email by anyone other than the named recipient is prohibited. If you are not the named recipient, please notify us immediately and permanently delete this email and destroy all copies of it.

---

**From:** Noah Murad <nmurad@millstreetco.com>  
**Sent:** August 21, 2019 5:49 PM  
**To:** Tim Oldfield <tim.oldfield@crowncapital.ca>  
**Cc:** Josh Axler <josh.axler@crowncapital.ca>  
**Subject:** Re: Meeting Follow Up

Hi Tim

It was nice to see you as well this morning.

I have already provided consent to Fazzari and as Ezio was telling Josh we absolutely need to get Trevor working on this and take me out of the process.

As far as the covenants go, I cannot comment on your calculations but also think it is a great idea that we work together on this to ensure it is done properly.

I will follow up with Fazzari and tell them to release everything to you (again).

Regards

Noah

On Aug 21, 2019, at 3:24 PM, Tim Oldfield <tim.oldfield@crowncapital.ca> wrote:

Noah,

Thanks for coming in today...always good to discuss things face to face.

Josh and I will have a bunch of work to do around the review of the year-end financials...we've already started this as you know and Fazarri has been responsive to date. It would be great if you can provide them with your consent to continue to share information with us as we progress (re: emails sent this morning). It would also be good to get them going on the Q1 and Q2 reviews. Let me know if it makes sense to get on a call with them to discuss scope / timing etc.

It would also be useful to meet with Trevor. Things are a little disjointed with Vin's departure and it would be good to discuss expectations going forward for information and timing.

We should also address the financial covenants. As I mentioned in our meeting today, your audited financial statements suggest that you are in compliance with Crown's financial covenants...see attached screen shot from your f/s. However, I reviewed the Mill Street & Co. f/s this morning and based on my calculations you are offside the FCCR ratio as well as the concentration covenant. Happy to review this with you and Trevor to make sure you are managing this going forward.

<Screen Shot 2019-08-21 at 3.21.36 PM.png>

Happy to discuss this further with you tomorrow / Friday.

Tim.

Tim Oldfield, CPA, CA, CFA  
Chief Investment Officer  
**Crown Capital Partners Inc.**  
Direct 416-640-6798  
[tim.oldfield@crowncapital.ca](mailto:tim.oldfield@crowncapital.ca)  
[www.crowncapital.ca](http://www.crowncapital.ca)

**TAB F**

This is **Exhibit "F"**  
referred to in the affidavit of  
NOAH MURAD, affirmed before me this  
day of April 27, 2020

A handwritten signature in cursive script, appearing to read "Will G. Star", is written above a horizontal line.

*A Commissioner for taking affidavits*

**From:** Noah Murad  
**To:** Jacob Murad  
**Subject:** FW: Info  
**Date:** Friday, April 24, 2020 3:39:17 PM  
**Attachments:** [Accepted GNI commitment.pdf](#)  
[image001.png](#)

---

**NOAH MURAD**  
president

TEL: 905-764-5465 ext. 222 CELL: 647-221-7550

7616 Yonge Street, Thornhill, Ontario L4J 1V9

**MILL STREET & CO.**

This email may contain confidential information, and is intended only for the named recipient and may be privileged. Distribution or copying of this email by anyone other than the named recipient is prohibited. If you are not the named recipient, please notify us immediately and permanently delete this email and destroy all copies of it.

---

**From:** Jacob Murad <jmurad@millstreetco.com>  
**Sent:** January 6, 2020 8:54 AM  
**To:** Josh Axler <josh.axler@crowncapital.ca>  
**Cc:** Tim Oldfield <tim.oldfield@crowncapital.ca>; Noah Murad <nmurad@millstreetco.com>  
**Subject:** RE: Info

Hi Josh,

Happy New year to you as well. I've attached the commitment letter we had received from Fiera at the end of October. We were working with CIBC for a whole buyout but decided to go with Fiera because CIBC couldn't provide exactly what we required and not within our timeline so we may revisit that in the future. Instead we have Fiera buying out TD as per the attached and CIBC will provide a \$2M operating line with an intercreditor with Fiera which we are working towards closing as well in the next 2 weeks.

Regarding the arbitration: the arbitrator ruled on consent of both of sides that we are buying out AI – we each had done a valuation on his 25% shares and the arbitrator chose to value AI's 25% at about 2.5M which Fiera had agreed to set aside in escrow on closing instead of the 1.75M noted in the attached term sheet.

Now I am working with AI's corporate counsel to complete the legal transfer documents to agree on the final versions of these legal documents and there will be another hearing at the end of this month to discuss terms of how the 2.5M should be paid out (ie. in one lump sum or over a period of time) and for legal fees. We will likely come to an agreement with AI's lawyer prior to this hearing so that won't be necessary where there is a final payout of the funds from escrow and full and final releases.

Let me know if you have any further questions

**JACOB MURAD, J.D., LL.M.**  
general counsel

[jmurad@millstreetco.com](mailto:jmurad@millstreetco.com)

TEL: 905-764-5465 ext. 221 CELL: 416-879-0227

7616 Yonge Street, Thornhill, Ontario L4J 1V9

**MILL STREET & CO.**

This email may contain confidential information, and is intended only for the named recipient and may be privileged. Distribution or copying of this email by anyone other than the named recipient is prohibited. If you are not the named recipient, please notify us immediately and permanently delete this email and destroy all copies of it.

---

**From:** Josh Axler <josh.axler@crowncapital.ca>



**Sent:** Saturday, January 4, 2020 1:44 PM

**To:** Jacob Murad <[jmurad@millstreetco.com](mailto:jmurad@millstreetco.com)>

**Cc:** Tim Oldfield <[tim.oldfield@crowncapital.ca](mailto:tim.oldfield@crowncapital.ca)>; Noah Murad <[nmurad@millstreetco.com](mailto:nmurad@millstreetco.com)>

**Subject:** Re: Info

Good afternoon Jacob,

I hope you're having a good start to the new year. Noah said that you would be sending us an update on the GNI arbitration/value process as well as the details for the Fiera/CIBC details for GNI.

Can you please forward these details so we can review prior to a discussion next week.

Thank you,

Josh Axler, CFA  
Investment Associate  
**Crown Capital Partners Inc.**  
416-640-4159  
[josh.axler@crowncapital.ca](mailto:josh.axler@crowncapital.ca)  
[www.crowncapital.ca](http://www.crowncapital.ca)

On Jan 3, 2020, at 11:05 AM, Noah Murad <[nmurad@millstreetco.com](mailto:nmurad@millstreetco.com)> wrote:

Hi Tim

Ok I will. Please let me know what time you are available.

Kind regards

Noah

On Jan 3, 2020, at 11:03 AM, Tim Oldfield <[tim.oldfield@crowncapital.ca](mailto:tim.oldfield@crowncapital.ca)> wrote:

Thanks Noah. Please have Jacob reach out to Josh to provide the updates and please also confirm on Monday once the interest payments have been made. I would also like to catch up with you early next week and will reach out to you when I am back in the office.

Sincerely,

Tim.

Tim Oldfield, CPA, CA, CFA  
Chief Investment Officer  
**Crown Capital Partners Inc.**  
Direct 416-640-6798  
[tim.oldfield@crowncapital.ca](mailto:tim.oldfield@crowncapital.ca)  
[www.crowncapital.ca](http://www.crowncapital.ca)

On Jan 2, 2020, at 2:27 PM, Noah Murad <[nmurad@millstreetco.com](mailto:nmurad@millstreetco.com)> wrote:

Tim,

We are going to make the interest payments on Monday as planned.

I will have Jacob send the specifics on the Fiera deal as well as what we have with CIBC. In addition, Jacob can provide a timeline on the arbitration from this point as well as the details on where the value is going to end up. He is more familiar with the process so can be more specific on the timing.

Regards

**NOAH MURAD**  
**president**

TEL: 905-764-5465 ext. 222 CELL: 647-221-7550

7616 Yonge Street, Thornhill, Ontario L4J 1V9

<image001.png>

This email may contain confidential information, and is intended only for the named recipient and may be privileged. Distribution or copying of this email by anyone other than the named recipient is prohibited. If you are not the named recipient, please notify us immediately and permanently delete this email and destroy all copies of it.

---

**From:** Tim Oldfield <[tim.oldfield@crowncapital.ca](mailto:tim.oldfield@crowncapital.ca)>  
**Sent:** January 2, 2020 11:05 AM  
**To:** Noah Murad <[nmurad@millstreetco.com](mailto:nmurad@millstreetco.com)>  
**Cc:** Trevor Harris <[tharris@millstreetco.com](mailto:tharris@millstreetco.com)>; Josh Axler <[josh.axler@crowncapital.ca](mailto:josh.axler@crowncapital.ca)>  
**Subject:** Re: Info

Noah,

I didn't hear back from you on my previous email. I am currently out of the office but I would appreciate it if you can update Josh on the Great Northern deal as well as the timing of the overdue November interest payment as well as the December payment which is due today.

Thanks. Tim

Tim Oldfield  
Chief Investment Officer  
Crown Capital Partners Inc.  
416.640.6798

On Dec 20, 2019, at 4:21 PM, Tim Oldfield <[tim.oldfield@crowncapital.ca](mailto:tim.oldfield@crowncapital.ca)> wrote:

Hi Noah. We should discuss. Are you around on Monday?

Tim Oldfield, CPA, CA, CFA  
Chief Investment Officer  
**Crown Capital Partners Inc.**  
Direct 416-640-6798  
[tim.oldfield@crowncapital.ca](mailto:tim.oldfield@crowncapital.ca)  
[www.crowncapital.ca](http://www.crowncapital.ca)

On Dec 18, 2019, at 4:53 PM, Noah Murad <[nmurad@millstreetco.com](mailto:nmurad@millstreetco.com)> wrote:

Tim

As I explained to Josh recently and as you are aware, we have been in a contentious situation with TD. We are in the middle of finalizing our deal with Fiera and CIBC for the new term and working capital lines. We are also in arbitration with AI as you know where we will have a ruling on the 25% value by tomorrow.

The money for the buyout has been escrowed and it will be released shortly at which point we will own 100% of GNI. On the 6th of Jan. we will be moving forward with Fiera and CIBC and we can make a double payment to you after that time.

Noah

On Dec 18, 2019, at 3:47 PM, Tim Oldfield <[tim.oldfield@crowncapital.ca](mailto:tim.oldfield@crowncapital.ca)> wrote:

Trevor / Noah,

My finance group confirmed to me that we have not yet received your November interest payment, which was due on December 2nd. This is not the first time that the monthly payment has been late and its not clear to me why timely payment of the interest has been an issue. Based on the correspondence below we were expecting an update from you on Monday.

I would appreciate a response today confirming that the payment has been made.

Thanks.

Tim.

Tim Oldfield, CPA, CA, CFA  
Chief Investment Officer  
**Crown Capital Partners Inc.**  
Direct 416-640-6798  
[tim.oldfield@crowncapital.ca](mailto:tim.oldfield@crowncapital.ca)  
[www.crowncapital.ca](http://www.crowncapital.ca)

On Dec 16, 2019, at 11:24 AM, Josh Axler  
<[josh.axler@crowncapital.ca](mailto:josh.axler@crowncapital.ca)> wrote:

Hi Trevor,

Based on my discussion with Noah I understood the amount distributed to the trust was significantly less than \$800k, which alone exceeds the permitted distribution amount. Can you please send me the schedule of when all the distributions and amounts were made. My understanding was that there was already money put back into the business, not a plan to put money back into the business.

We had discussed that having Jacob internally does provide some cost savings, but we had not changed the covenant from the \$750k total distributions in the credit agreement. Please send the schedule of the distributions and we can discuss further after we have reviewed.

Thank you,

Josh Axler, CFA  
Investment Associate  
**Crown Capital Partners Inc.**  
416-640-4159  
[josh.axler@crowncapital.ca](mailto:josh.axler@crowncapital.ca)  
[www.crowncapital.ca](http://www.crowncapital.ca)

On Dec 16, 2019, at 11:07 AM, Trevor

Harris <[tharris@millstreetco.com](mailto:tharris@millstreetco.com)>  
wrote:

Josh

Please see below the answer to your queries. I am looking into the interest payment.

Regards

Trevor Harris CPA CA  
Vice President, Finance

<image001.jpg>  
7616 Yonge Street  
Thornhill, ON L4J 1V9  
905-764-5465 Ext 227  
[www.millstreetco.com](http://www.millstreetco.com)

---

**From:** Josh Axler  
<[josh.axler@crowncapital.ca](mailto:josh.axler@crowncapital.ca)>  
**Sent:** Thursday, December 5, 2019  
10:02 AM  
**To:** Trevor Harris  
<[tharris@millstreetco.com](mailto:tharris@millstreetco.com)>  
**Cc:** Tim Oldfield  
<[tim.oldfield@crowncapital.ca](mailto:tim.oldfield@crowncapital.ca)>;  
Noah Murad  
<[nmurad@millstreetco.com](mailto:nmurad@millstreetco.com)>  
**Subject:** Re: Info

Good morning Trevor,

Just want to clarify and get some further detail on below.

1. Did the \$136k in pref shares represent all of Ezio's salary last year? Were any other staff members paid in prefs? Were the pref shares issued at Par or at a discount?

No it did not represent all of Ezio's salary. No other staff members were paid in prefs. The shares were issued at par.

2. Can you please break out in detail the amounts that have been paid to Noah, Jacob and the trust year to date? As you recall from our meeting in August there is a covenant in the loan agreement that limits permitted distributions to non-arm's length shareholders to \$750,000 which includes salaries, bonuses and distributions to the trust. Any amount over and above that needs to be discussed with Crown in advance of the distribution, even if money is going to be loaned back into the business, based on your e-mail below the distribution to

the trust alone exceeds that amount.

Please see below. If you recall in the meeting we also discussed if Jacob was not at the company the costs would be significantly higher than his costs.

997322 ( Trust)	801,327
Jacob	107,577
Noah	185,520

3) Can you provide details of the reinvestment back in - is this a shareholder loan or equity? Is this coming from the family trust or from Noah? When was the money taken out and put back in and were you planning to redistribute that money later?

We are trying to determine the best way to do that in a tax efficient manner. It may well just be a reduction of the fee.

Thank you,

Josh Axler, CFA  
Investment Associate  
**Crown Capital Partners Inc.**  
416-640-4159  
[josh.axler@crowncapital.ca](mailto:josh.axler@crowncapital.ca)  
[www.crowncapital.ca](http://www.crowncapital.ca)

On Dec 3, 2019, at 10:36 AM, Trevor Harris  
<[tharris@millstreetco.com](mailto:tharris@millstreetco.com)>  
wrote:

Hi Josh  
I never did see that question? Please see the answers below

1. Salary was paid as preference shares as Ezio offered to be paid this way for the first year.
2. Paid out to trust till October 31 2019 is 801k. Note this is prior to any reinvestment back of approx. 450k that we need to book.

Regards

Trevor Harris CPA CA  
Vice President, Finance

<image001.jpg>  
7616 Yonge Street  
Thornhill, ON L4J 1V9  
905-764-5465 Ext 227  
[www.millstreetco.com](http://www.millstreetco.com)

**From:** Josh Axler  
<[josh.axler@crowncapital.ca](mailto:josh.axler@crowncapital.ca)>  
**Sent:** Monday,  
November 25, 2019  
10:00 AM  
**To:** Trevor Harris  
<[tharris@millstreetco.com](mailto:tharris@millstreetco.com)>  
**Subject:** Re: Info

Ok thanks Trevor that is helpful,

Did you see my questions on why salary was paid as preferred shares and how much has been paid out to the trust YTD?

Thanks,

Josh Axler, CFA  
Investment Associate  
**Crown Capital Partners Inc.**  
416-640-4159  
[josh.axler@crowncapital.ca](mailto:josh.axler@crowncapital.ca)  
[www.crowncapital.ca](http://www.crowncapital.ca)

On Nov 25,  
2019, at  
8:58 AM,  
Trevor  
Harris  
<[tharris@millstreetco.com](mailto:tharris@millstreetco.com)>  
wrote:

Josh  
Please see  
below. This  
is broken  
out by loan  
and  
management  
fees. Note  
there are  
some  
duplications  
as we

implemented  
this change  
during Q 2.

Loan  
account

19050 · Interco Rec - Lumbermens	13,957.16
19060 · Interco Rec - Tuque Inc	1,059,040.00
19070 · Interco Rec - 2548343 OI	154,300.00
19105 · Interco Rec - 2534898 OI	289,100.00
29080 · Interco Pay - 2543604 OI	80,000.00
	1,596,397.16

Management  
fees

Row Labels	Sum of Credit
2455432 Ontario Inc.	2,700.00
2455432_Ontario Inc.	1,500.00
2534898 Ontario Inc (GNI Holdco)	244,674.16
2543604 Ontario Inc.	90,929.22
2548343 Ontario Inc (AS Holdco)	209,130.00
2582176 Ontario Inc.	10,176.99
All Source Security Containers MFG. Corp	245,000.00
DFendus Security Solutions Inc	7,300.00
Lumber Guys Inc.	1,769.91
Lumbermens Credit Group LTD	315,500.00
Saleevent.com_Inc.	2,654.87
<b>Grand Total</b>	<b>1,131,335.15</b>

Regards

Trevor Harris  
CPA CA  
Vice  
President,  
Finance

<image001.jpg>  
7616 Yonge  
Street  
Thornhill,  
ON L4J 1V9  
905-764-  
5465 Ext 227  
[www.millstreetco.com](http://www.millstreetco.com)

From: Josh

Axler

[<josh.axler@crowncapital.ca>](mailto:josh.axler@crowncapital.ca)

**Sent:** Friday,

November

22, 2019

1:11 PM

**To:** Trevor

Harris

[<tharris@millstreetco.com>](mailto:tharris@millstreetco.com)

**Subject:** Re:

Info

Can you

break

down by

company?

Josh Axler,

CFA

Investment

Associate

**Crown**

**Capital**

**Partners**

**Inc.**

416-640-

4159

[josh.axler@crowncapital.ca](mailto:josh.axler@crowncapital.ca)

[www.crowncapital.ca](http://www.crowncapital.ca)

On

Nov

22,

2019,

at

12:16

PM,

Trevor

Harris

[<tharris@millstreetco.com>](mailto:tharris@millstreetco.com)

wrote:

Hi

Josh

The

management

fee

was

charged

on

companies

where

there

was

an

HST

exemption

in

place.

This



exemption  
can  
only  
be  
put  
in  
place  
with  
ownership  
of  
90%.  
The  
benefit  
is  
not  
from  
a  
tax  
standpoint  
but  
from  
a  
cash  
flow  
perspective.  
In  
other  
words  
timing  
of  
paying  
the  
HST  
on  
Management  
fees  
received  
vs  
the  
receiving  
of  
the  
input  
tax  
credit  
for  
the  
same  
amount.

Let  
me  
know  
if  
the  
above  
needs  
more  
clarification.

Regards

Trevor  
Harris

CPA  
CA  
Vice  
President,  
Finance

<image001.jpg>

7616  
Yonge  
Street  
Thornhill,  
ON  
L4J  
1V9  
905-  
764-  
5465  
Ext  
227  
[www.millstreetco.com](http://www.millstreetco.com)

**From:** Josh  
Axler  
<[josh.axler@crowncapital.ca](mailto:josh.axler@crowncapital.ca)>  
**Sent:** Friday,  
November  
22,  
2019  
12:00  
PM  
**To:** Trevor  
Harris  
<[tharris@millstreetco.com](mailto:tharris@millstreetco.com)>  
**Subject:** Re:  
Info

Thanks  
Trevor,

A  
few  
follow  
ups  
below

Can  
you  
explain  
why  
the  
management  
fees  
were  
paid  
as  
a  
reduction  
to  
debt  
as  
compared  
to  
a  
fee?  
What  
was  
the  
tax

benefit?

Thank  
you,

Josh  
Axler,  
CFA  
Investment  
Associate  
**Crown  
Capital  
Partners  
Inc.**  
416-  
640-  
4159  
[josh.axler@crowncapital.ca](mailto:josh.axler@crowncapital.ca)  
[www.crowncapital.ca](http://www.crowncapital.ca)

On  
Nov  
20,  
2019,  
at  
8:08  
AM,  
Trevor  
Harris  
<[tharris@millstreetco.com](mailto:tharris@millstreetco.com)>  
wrote:

Josh  
Please  
see  
below.

1. Contractor  
is  
as  
follows:

- a. Staff  
paid  
as  
contractors  
230k
- b. Pref  
shares  
issued  
in  
lieu  
of  
salary  
from  
prior  
year

Should've

been

accrued

last

year

136k

- Why

was

this

done?

To

who?

c. Balance

payments

this

is

a

combination

of

staff

and

the

997

trust

company -

How

much

was

salary

and

how

much was to

the

trust?

2. Office

is

primarily

comprised

of

a. Items

from

2018

year

end

that

needed

too

be

cleaned

up

179k

b. Membership

fees

to

networking

organization

15k

c. Intuit

Canada

6k

d. Cleaning

office

4k

3. Professional  
fees  
is

- a. Fazzarai  
41k  
(  
should've  
been  
accrued  
last  
year  
)
- b. Wildeboer  
56k  
(  
acquisitions  
etc  
)
- c. Kramer  
Simaan  
Dhillon  
69k  
for  
legal  
disputes.

4. Salaries  
is  
Trevor,  
Noah,  
Jacob  
and  
Nirav  
Praj.  
Both  
Trevor  
and  
Nirav  
Praj  
were  
not  
in  
2018

5. Occupancy  
is  
due  
to  
2019  
year  
end  
being  
understated  
due  
too:

- a. A  
payment  
in  
2019  
that  
should've  
been  
booked

in  
2018  
b. One  
payment  
not  
being  
made  
in  
2019  
as  
the  
mortgage  
was  
refinanced  
and  
the  
funds  
were  
not  
required  
for  
that  
month  
in  
2019

Regards

Trevor  
Harris  
CPA  
CA  
Vice  
President,  
Finance

<image001.jpg>

7616  
Yonge  
Street  
Thornhill,  
ON  
L4J  
1V9  
905-  
764-  
5465  
Ext  
227

[www.millstreetco.com](http://www.millstreetco.com)

**From:** Josh  
Axler  
<[josh.axler@crowncapital.ca](mailto:josh.axler@crowncapital.ca)>

**Sent:** Tuesday,  
November  
19,  
2019  
11:00  
AM

**To:** Trevor  
Harris  
<[tharris@millstreetco.com](mailto:tharris@millstreetco.com)>

**Subject:** Re:  
Info

Hi  
Trevor,

I  
hope  
you  
had  
a  
good  
weekend,  
just  
following  
up  
on  
this  
information  
about  
the  
head  
office  
expenses.

Thank  
you,

Josh  
Axler,  
CFA  
Investment  
Associate  
**Crown  
Capital  
Partners  
Inc.**  
416-  
640-  
4159  
[josh.axler@crowncapital.ca](mailto:josh.axler@crowncapital.ca)  
[www.crowncapital.ca](http://www.crowncapital.ca)

On  
Nov  
6,  
2019,  
at  
1:37  
PM,  
Josh  
Axler  
<[josh.axler@crowncapital.ca](mailto:josh.axler@crowncapital.ca)>  
wrote:

Hi  
Trevor,

Sorry  
consulting

was  
reclassified  
by  
Fazzari  
as  
subcontractor

-  
this  
number  
is  
already  
over  
\$1.1mm  
for  
the  
first  
6  
months  
of  
the  
year

-  
can  
you  
send  
me  
the  
details  
on  
this.

Can  
you  
also  
provide  
info  
on  
the  
accounts  
that  
are  
nearly  
the  
same  
for  
6  
months  
as  
the  
previous  
12  
months?  
(Office,  
prof  
fees,  
salaries,  
occupancy)?

Thanks,

Josh  
Axler,  
CFA  
Investment



Associate

**Crown  
Capital  
Partners**

**Inc.**

416-

640-

4159

[josh.axler@crowncapital.ca](mailto:josh.axler@crowncapital.ca)

[www.crowncapital.ca](http://www.crowncapital.ca)

On

Nov

6,

2019,

at

1:11

PM,

Trevor

Harris

[<tharris@millstreetco.com>](mailto:tharris@millstreetco.com)

wrote:

Hi

Josh

1. Please  
see  
below  
the  
details  
of  
the  
loan  
account  
movement

<image001.png>

2. Head  
office  
consulting  
fees  
are  
predominately  
high  
level  
marketing  
and  
branding  
costs  
that  
should've  
been  
accrued  
in  
2018

and  
paid  
in  
2019.

**Regards**

Trevor  
Harris  
CPA  
CA  
Vice  
President,  
Finance

<image002.jpg>

7616  
Yonge  
Street  
Thornhill,  
ON  
L4J  
1V9  
905-  
764-  
5465  
Ext  
227  
[www.millstreetco.com](http://www.millstreetco.com)

**From:** Josh  
Axler

<[josh.axler@crowncapital.ca](mailto:josh.axler@crowncapital.ca)>

**Sent:** Wednesday,  
November  
6,  
2019  
11:12  
AM

**To:** Trevor  
Harris

<[tharris@millstreetco.com](mailto:tharris@millstreetco.com)>

**Subject:** Info

Hi  
Trevor,

Can  
you  
send  
me  
some  
more  
detail  
on  
the  
\$1,596,397  
booked  
to  
the  
loan  
account  
vs.  
a  
management  
fee?  
Which

companies  
did  
this  
come  
from?

Can  
you  
also  
provide  
the  
detail  
on  
the  
head  
office  
consulting  
fees  
YTD.

Thank  
you,

Josh  
Axler,  
CFA  
Investment  
Associate  
**Crown  
Capital  
Partners  
Inc.**  
416-  
640-  
4159

[josh.axler@crowncapital.ca](mailto:josh.axler@crowncapital.ca)  
[www.crowncapital.ca](http://www.crowncapital.ca)



**From:** [Noah Murad](#)  
**To:** [Jacob Murad](#)  
**Subject:** FW: Budget and audit  
**Date:** Friday, April 24, 2020 3:40:56 PM  
**Attachments:** [image001.png](#)

---

**NOAH MURAD**  
**president**

TEL: 905-764-5465 ext. 222 CELL: 647-221-7550

7616 Yonge Street, Thornhill, Ontario L4J 1V9

**MILL STREET & CO.**

This email may contain confidential information, and is intended only for the named recipient and may be privileged. Distribution or copying of this email by anyone other than the named recipient is prohibited. If you are not the named recipient, please notify us immediately and permanently delete this email and destroy all copies of it.

---

**From:** Josh Axler <[josh.axler@crowncapital.ca](mailto:josh.axler@crowncapital.ca)>  
**Sent:** February 11, 2020 10:45 AM  
**To:** Allan Kameron <[akameron@millstreetco.com](mailto:akameron@millstreetco.com)>  
**Cc:** Trevor Harris <[tharris@millstreetco.com](mailto:tharris@millstreetco.com)>; Noah Murad <[nmurad@millstreetco.com](mailto:nmurad@millstreetco.com)>  
**Subject:** Re: Budget and audit

Would you be able to provide a brief update on the GNI transaction with Fiera and AI? Has the acquisition closed?

It would be helpful to get an update on TD as well.

Thank you,

Josh Axler, CFA  
Investment Manager  
**Crown Capital Partners Inc.**  
416-640-4159  
[josh.axler@crowncapital.ca](mailto:josh.axler@crowncapital.ca)  
[www.crowncapital.ca](http://www.crowncapital.ca)

On Feb 11, 2020, at 9:39 AM, Josh Axler <[josh.axler@crowncapital.ca](mailto:josh.axler@crowncapital.ca)> wrote:

Thanks Allan,

Yes that works.

Regards,

---

Josh Axler, CFA  
Investment Manager  
**Crown Capital Partners Inc.**  
416-640-4159  
[josh.axler@crowncapital.ca](mailto:josh.axler@crowncapital.ca)  
[www.crowncapital.ca](http://www.crowncapital.ca)

On Feb 11, 2020, at 9:37 AM, Allan Kamerman  
<[akamerman@millstreetco.com](mailto:akamerman@millstreetco.com)> wrote:

Hi Josh

We are still working through the month ended January 31 to close off the year. The preliminary numbers should be in by the end of next week.

As for the Audit, we will be continuing with Fazzari again this year. They have done their inventory counts and are looking to start the audit work mid March with the goal to be done mid April.

The budgets should all be done now. I will consolidate them and get them to you by the end of the week if that works for you.

Regards

Allan Kamerman  
Chief Financial Officer

<image001.jpg>  
7616 Yonge Street  
Thornhill, ON L4J 1V9

416 903-2077  
[www.millstreetco.com](http://www.millstreetco.com)

---

**From:** Josh Axler <[josh.axler@crowncapital.ca](mailto:josh.axler@crowncapital.ca)>  
**Sent:** February 11, 2020 9:23 AM  
**To:** Allan Kamerman <[akamerman@millstreetco.com](mailto:akamerman@millstreetco.com)>  
**Cc:** Trevor Harris <[tharris@millstreetco.com](mailto:tharris@millstreetco.com)>; Noah Murad <[nmurad@millstreetco.com](mailto:nmurad@millstreetco.com)>  
**Subject:** Budget and audit

---

Good morning Allan,

Hope the fiscal year end went smoothly. Can you please provide me with the timeline for the FY20 audit and confirm whether Mill Street will continue working with Fazzari or if you have switched to a new auditor.

Can you also please send me the FY21 annual budget?

Thank you,

Josh Axler, CFA  
Investment Manager  
**Crown Capital Partners Inc.**  
416-640-4159  
[josh.axler@crowncapital.ca](mailto:josh.axler@crowncapital.ca)  
[www.crowncapital.ca](http://www.crowncapital.ca)

**TAB G**



This is **Exhibit "G"**  
referred to in the affidavit of  
NOAH MURAD, affirmed before me this  
day of April 27, 2020

A handwritten signature in black ink, appearing to read "All Gtr", is written above a horizontal line.

*A Commissioner for taking affidavits*

**From:** [Noah Murad](#)  
**To:** [Jacob Murad](#)  
**Subject:** FW: Mapleridge  
**Date:** Friday, April 24, 2020 4:07:59 PM  
**Attachments:** [image001.png](#)

---

**NOAH MURAD**  
**president**

TEL: 905-764-5465 ext. 222 CELL: 647-221-7550

7616 Yonge Street, Thornhill, Ontario L4J 1V9

**MILL STREET & Co.**

This email may contain confidential information, and is intended only for the named recipient and may be privileged. Distribution or copying of this email by anyone other than the named recipient is prohibited. If you are not the named recipient, please notify us immediately and permanently delete this email and destroy all copies of it.

---

**From:** Noah Murad <nmurad@millstreetco.com>  
**Sent:** January 15, 2020 11:36 AM  
**To:** Tim Oldfield <tim.oldfield@crowncapital.ca>  
**Subject:** Re: Mapleridge

Tim,

How is tomorrow at any time or Friday morning? I will also bring our new CFO, Allan, as well as Roy and/or Jacob.

I will give you, at our meeting, a more fulsome understanding as to the reason for the delays in the payments of the monthly interest. However you are well aware of the challenging time that have faced in buying out our partners 25% in GNI, paying down our debts with TD, finding and changing banks for each of our subsidiaries, cash flowing the repositioned building supply business and moving forward with our two large acquisitions by sourcing alternative financing for them (which we have done).

If you can continue be patient with the timing of receipt of the monthly interest it should not be a big inconvenience to you given that everything that we have done has improved considerably Crowns position within its investment in Mill Street.

Noah

On Jan 13, 2020, at 8:02 PM, Tim Oldfield <[tim.oldfield@crowncapital.ca](mailto:tim.oldfield@crowncapital.ca)> wrote:

Thanks Noah. I think it would make sense to meet to discuss this and we can touch on some of the other things you have on the go and address the matters we touched on in our email correspondence from last week. Let me know a couple of options you have for timing this week to meet at our offices.

Also, I haven't yet received confirmation from you or anyone else on your team that the interest payment has been made and it did not arrive in our account today. While I recognize that this is not something that you personally administer, I trust that you recognize its importance and will see that it is rectified.

Sincerely,

Tim

Tim Oldfield  
Chief Investment Officer  
Crown Capital Partners Inc.  
416.640.6798

On Jan 13, 2020, at 9:53 AM, Noah Murad <[nmurad@millstreetco.com](mailto:nmurad@millstreetco.com)> wrote:

Tim

Further to my email on Friday, we have another opportunity we can discuss.

Throughout the year we have continued to maintain dialogue with mapleridge as well as MCW.

We went back to mapleridge and renegotiated a larger vendor note on the original deal, and they have accepted to receive \$6 on closing as opposed to \$8 million. The balance would be paid over two years. If you recall, Mapleridge is a market leader with \$3 million in EBITDA.

Would crown consider a loan that is in senior position on mapleridge with the view of subordinating to the eventual bank? We would like to close this urgently and can arrange for an alternative form of financing to do this but would prefer to do this with you.

We have all of the due diligence materials and models ready for your review.

If you would like to meet to discuss I can come out to your office to do so.

Noah

---



**From:** [Noah Murad](#)  
**To:** [Jacob Murad](#)  
**Subject:** FW: Events of Default  
**Date:** Friday, April 24, 2020 4:09:01 PM  
**Attachments:** [Notice of Default Letter Crown Capital Mill Street 17 Jan 2020.pdf](#)  
[ATT00001.htm](#)  
[image001.png](#)

---

**NOAH MURAD**  
president

TEL: 905-764-5465 ext. 222 CELL: 647-221-7550

7616 Yonge Street, Thornhill, Ontario L4J 1V9

**MILL STREET & CO.**

This email may contain confidential information, and is intended only for the named recipient and may be privileged. Distribution or copying of this email by anyone other than the named recipient is prohibited. If you are not the named recipient, please notify us immediately and permanently delete this email and destroy all copies of it.

---

**From:** Noah Murad <nmurad@millstreetco.com>  
**Sent:** January 17, 2020 5:07 PM  
**To:** Tim Oldfield <tim.oldfield@crowncapital.ca>  
**Subject:** Re: Events of Default

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](mailto: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.

---

**TAB H**



This is **Exhibit "H"**  
referred to in the affidavit of  
NOAH MURAD, affirmed before me this  
day of April 27, 2020

A handwritten signature in black ink, appearing to read "D. L. G.", is written above a horizontal line.

*A Commissioner for taking affidavits*

**From:** [Noah Murad](#)  
**To:** [Jacob Murad](#)  
**Subject:** FW: Update  
**Date:** Friday, April 24, 2020 4:38:35 PM  
**Attachments:** [image001.png](#)

---

**NOAH MURAD**  
**president**

TEL: 905-764-5465 ext. 222 CELL: 647-221-7550

7616 Yonge Street, Thornhill, Ontario L4J 1V9

**MILL STREET & Co.**

This email may contain confidential information, and is intended only for the named recipient and may be privileged. Distribution or copying of this email by anyone other than the named recipient is prohibited. If you are not the named recipient, please notify us immediately and permanently delete this email and destroy all copies of it.

---

**From:** Noah Murad <[nmurad@millstreetco.com](mailto:nmurad@millstreetco.com)>  
**Sent:** January 22, 2020 4:20 PM  
**To:** Chris Wutzke <[cwutzke@invicocapital.com](mailto:cwutzke@invicocapital.com)>  
**Cc:** Allan Kamerman <[akamerman@millstreetco.com](mailto:akamerman@millstreetco.com)>  
**Subject:** Fwd: Update

Chris

Per our call, I have copied our CFO, Allan Kamerman who can provide some updated information on the group as we discussed.

Kind regards

Noah

Begin forwarded message:

**From:** Chris Wutzke <[cwutzke@invicocapital.com](mailto:cwutzke@invicocapital.com)>  
**Date:** January 22, 2020 at 2:06:53 PM EST  
**To:** Noah Murad <[nmurad@millstreetco.com](mailto:nmurad@millstreetco.com)>  
**Subject:** RE: Update

Yes, does right now work? If so, please call on my cell and we'll chat.

Best,  
Chris Wutzke, CPA, CFA, CA  
Vice President, Investments  
Invico Capital Corporation  
M: 403-819-1039

-----Original Message-----

From: Noah Murad <[nmurad@millstreetco.com](mailto:nmurad@millstreetco.com)>  
Sent: Wednesday, January 22, 2020 12:03 PM  
To: Chris Wutzke <[cwutzke@invicocapital.com](mailto:cwutzke@invicocapital.com)>  
Subject: Update

---

Chris

I wanted to provide an update to you with respect to Crown and a solution to move forward. Would you be available for a call this week?

Kind regards

Noah



**From:** [Noah Murad](#)  
**To:** [Chris Johnson](#)  
**Cc:** [Tim Oldfield](#)  
**Subject:** RE: Updated Amending Agreement  
**Date:** Wednesday, March 25, 2020 2:43:41 PM  
**Attachments:** [image001.png](#)

---

Chris

Your lawyer will receive a letter from our litigator noting that he is on this file and that all follow up should go through him with respect to your claims. It should be noted once again that we are not in default and any attempt to proceed with this disingenuous plan to push your agenda on to us will be rigorously defended.

We also disagree with your comment that you have no confidence in the avenues that we are pursuing with respect to securing equity for our business. Any delays in securing the solutions that we are seeking was related to the structural changes that we made in buying our minority partner, finalizing our year end financial statements, securing a top level management team and other changes that you are well aware of. Both the debt solutions and Canaccord, along with all the other avenues that we are speaking to (including the call today with Mosaic) are very much in play and will succeed in providing a solution if we are left alone to complete these transactions. We have identified strategic partners for the sale of GNI that we are presently pursuing and even those would not have been able to be addressed without the changes that we made.

Your idea of what is credible when you have alternate objectives and priorities is not relevant. We will determine what is best for us and our shareholders. If you will be patient and reasonable, and stay out of the process, we will complete a transaction that is acceptable to all parties and keep you informed along the way as we have always done. This can be done within the timelines that you want. If on the other hand you wish to continue with the demand (which will only delay the process, and have our companies spending time and energy where it is not needed) then this should be left to the lawyers.

What I suggest is that you remove the demand and let's agree to the end September timeline for your buyout with the reduced penalty as you indicated in your emailed amendment agreement of yesterday and leave us alone without the interference of a third party to complete our discussions. This is the least disruptive solution to your market positioning and will get you paid back faster than any court action.

**NOAH MURAD**  
**president**

TEL: 905-764-5465 ext. 222 CELL: 647-221-7550

7616 Yonge Street, Thornhill, Ontario L4J 1V9

# MILL STREET & CO.

This email may contain confidential information, and is intended only for the named recipient and may be privileged. Distribution or copying of this email by anyone other than the named recipient is prohibited. If you are not the named recipient, please notify us immediately and permanently delete this email and destroy all copies of it.

---

**From:** Chris Johnson <chris.johnson@crowncapital.ca>

**Sent:** March 25, 2020 1:08 PM

**To:** Noah Murad <nmurad@millstreetco.com>

**Cc:** Tim Oldfield <tim.oldfield@crowncapital.ca>

**Subject:** Re: Updated Amending Agreement

Noah - as discussed on the phone last night we are still open to finding a mutually agreeable solution. Other than obviously agreeing on the form of amendment, the key is getting alignment on how / when liquidity will be achieved. We don't have a high confidence that either a debt refinancing or the Canaccord process will work, therefore we will need to agree on a credible path to sell GNI that can operate in parallel with the other initiatives.

Christopher A. Johnson, CFA  
President & CEO  
Crown Capital Partners Inc.  
p. (416) 640-6715  
[chris.johnson@crowncapital.ca](mailto:chris.johnson@crowncapital.ca)

On Mar 25, 2020, at 12:07 PM, Noah Murad <[nmurad@millstreetco.com](mailto:nmurad@millstreetco.com)> wrote:

We have received a demand this morning from your lawyer. We had intended to respond and finalize the below mentioned amendment.

Is this no longer being offered as a solution to move forward amicably?

Noah

On Mar 24, 2020, at 9:12 PM, Tim Oldfield  
<[tim.oldfield@crowncapital.ca](mailto:tim.oldfield@crowncapital.ca)> wrote:

Noah,

Chris asked me to send you a copy of the latest Amending Agreement...  
please see attached.

For reference, I have also attached a comparison to the version you send

back with the Mill Street / Gowlings comments.

Sincerely,

Tim.

<Credit Amending Agreement\_V3\_clean.docx>

<Credit Amending Agreement\_V3\_Compare.docx>

---

Tim Oldfield, CPA, CA, CFA  
Chief Investment Officer  
**Crown Capital Partners Inc.**  
Direct 416-640-6798  
[tim.oldfield@crowncapital.ca](mailto:tim.oldfield@crowncapital.ca)  
[www.crowncapital.ca](http://www.crowncapital.ca)





**From:** [Jacob Murad](#)  
**To:** [chris.johnson@crowncapital.ca](mailto:chris.johnson@crowncapital.ca)  
**Cc:** [Noah Murad](#)  
**Subject:** Re: Canaccord  
**Date:** Tuesday, March 24, 2020 12:55:00 PM  
**Attachments:** [Final Executed Engagement.pdf](#)  
[image001.png](#)

---

Chris,

Per your discussion with Noah, see attached our engagement with Canaccord.

---

**JACOB MURAD, J.D., LL.M.**

general counsel

[jmurad@millstreetco.com](mailto:jmurad@millstreetco.com)

TEL: 905-764-5465 ext. 221 CELL: 416-879-0227

7616 Yonge Street, Thornhill, Ontario L4J 1V9

**MILL STREET & Co.**

This email may contain confidential information, and is intended only for the named recipient and may be privileged. Distribution or copying of this email by anyone other than the named recipient is prohibited. If you are not the named recipient, please notify us immediately and permanently delete this email and destroy all copies of it.

---

# TAB I

This is **Exhibit "I"**  
referred to in the affidavit of  
NOAH MURAD, affirmed before me this  
day of April 27, 2020

A handwritten signature in cursive script, appearing to read "Will C. Galt".

---

*A Commissioner for taking affidavits*

**From:** Noah Murad  
**To:** Jacob Khudat  
**Subject:** FW: Mill Street corp org chart  
**Date:** Friday, April 24, 2020 4:39:37 PM  
**Attachments:** [image001.png](#)  
[image002.jpg](#)

---

**NOAH MURAD**  
president

TEL: 905-764-5465 ext. 222 CELL: 647-221-7550

7616 Yonge Street, Thornhill, Ontario L4J 1V9



This email may contain confidential information, and is intended only for the named recipient and may be privileged. Distribution or copying of this email by anyone other than the named recipient is prohibited. If you are not the named recipient, please notify us immediately and permanently delete this email and destroy all copies of it.

---

**From:** Chris Wutzke <[cwutzke@invicocapital.com](mailto:cwutzke@invicocapital.com)>  
**Sent:** March 23, 2020 11:30 AM  
**To:** Noah Murad <[nmurad@millstreetco.com](mailto:nmurad@millstreetco.com)>; Allan Kamerman <[akamerman@millstreetco.com](mailto:akamerman@millstreetco.com)>  
**Subject:** RE: Mill Street corp org chart

Ok thanks Noah. Just on a series of morning calls but will circle back to this around noon.

Best,  
Chris Wutzke, CPA, CFA, CA  
Vice President, Investments  
Invico Capital Corporation  
M: 403-819-1039

---

**From:** Noah Murad <[nmurad@millstreetco.com](mailto:nmurad@millstreetco.com)>  
**Sent:** Monday, March 23, 2020 9:04 AM  
**To:** Chris Wutzke <[cwutzke@invicocapital.com](mailto:cwutzke@invicocapital.com)>; Allan Kamerman <[akamerman@millstreetco.com](mailto:akamerman@millstreetco.com)>  
**Subject:** RE: Mill Street corp org chart

Chris,

As a follow up to the email sent yesterday, I have attached our due diligence report that we have compiled on Mapleridge. This is still being finalized but it will contain, among other information, the purchase price, terms and other relevant financial information not located in the model already provided.

I believe that we have responded to the below in full, but if we are missing anything please let me know. Again, we would love to hear your thoughts at this point in terms of how a deal can work and attempt to get this into a term sheet.

Regards

**NOAH MURAD**  
president

TEL: 905-764-5465 ext. 222 CELL: 647-221-7550

7616 Yonge Street, Thornhill, Ontario L4J 1V9



This email may contain confidential information, and is intended only for the named recipient and may be privileged. Distribution or copying of this email by anyone other than the named recipient is prohibited. If you are not the named recipient, please notify us immediately and permanently delete this email and destroy all copies of it.

---

**From:** Noah Murad  
**Sent:** March 21, 2020 8:18 PM  
**To:** Chris Wutzke <[cwutzke@invicocapital.com](mailto:cwutzke@invicocapital.com)>; Allan Kamerman <[akamerman@millstreetco.com](mailto:akamerman@millstreetco.com)>  
**Subject:** RE: Mill Street corp org chart

Chris

Sorry for the delay

I will have someone internally update the org chart and will send you another copy. But for simplicity's sake you should note that the attached is far more accurate.

Since before you and I met we had made a decision to simplify our business and focus on a few key businesses. So, last year we:

- Sold Salevent
- Sold Tuque
- Sold or closed the Fastway companies

- Sold our separately owned real estate

Lastly, as you know, we bought out our partner in GNI and we now own it 100%.

There may be some companies that we need to dissolve at this stage, for example, Tuque was an asset sale, but again, to get a better picture of what you are lending into, the attached is a better idea of the operating businesses we have today.

Mapleridge and MCW have been left off of this for now.

Noah

---

**From:** Chris Wutzke <[cwutzke@invicocapital.com](mailto:cwutzke@invicocapital.com)>  
**Sent:** March 21, 2020 11:02 AM  
**To:** Allan Kamerman <[akamerman@millstreetco.com](mailto:akamerman@millstreetco.com)>  
**Cc:** Noah Murad <[nmurad@millstreetco.com](mailto:nmurad@millstreetco.com)>  
**Subject:** Mill Street corp org chart

Looks like Crown also struggled a bit... Here is something I found yesterday in reviewing the Crown agreement (page 69/83)... I have not reviewed this carefully against the simplistic form of org structure I had put together, but I see some that I haven't got (i.e. Tuque Inc, in Lumbermans). This is as of May/18, so would need to be updated to accurate, if we are to supplant Crown among the capital partners to Mill Street.

Noah, you might want to chime in with any obvious changes that you notice since May 2018?

A screenshot of a cell phone Description automatically generated



Best,  
Chris Wutzke, CPA, CFA, CA  
Vice President, Investments  
Invico Capital Corporation  
M: 403-819-1039

---

**From:** Allan Kamerman <[akamerman@millstreetco.com](mailto:akamerman@millstreetco.com)>  
**Sent:** Friday, March 20, 2020 2:02 PM  
**To:** Chris Wutzke <[cwutzke@invicocapital.com](mailto:cwutzke@invicocapital.com)>  
**Subject:** RE: Follow up

Hi Chris

Here is the org chart with All source added in.

I am still working to keep track of them all.

Hope this helps

Allan Kamerman  
Chief Financial Officer

7616 Yonge Street  
Thornhill, ON L4J 1V9  
416 903-2077  
[www.millstreetco.com](http://www.millstreetco.com)

---

**From:** Chris Wutzke <[cwutzke@invicocapital.com](mailto:cwutzke@invicocapital.com)>  
**Sent:** March 20, 2020 2:18 PM  
**To:** Noah Murad <[nmurad@millstreetco.com](mailto:nmurad@millstreetco.com)>; Allan Kamerman <[akamerman@millstreetco.com](mailto:akamerman@millstreetco.com)>  
**Subject:** RE: Follow up

Kind of relying on you guys to help get this org chart complete and accurate. I guess we're missing a "vertical" in the current version. I build something in I guess and then get Allan to refine/correct it as necessary.

Best,  
Chris Wutzke, CPA, CFA, CA  
Vice President, Investments  
Invico Capital Corporation  
M: 403-819-1039

---

**From:** Noah Murad <[nmurad@millstreetco.com](mailto:nmurad@millstreetco.com)>  
**Sent:** Friday, March 20, 2020 11:11 AM  
**To:** Allan Kamerman <[akamerman@millstreetco.com](mailto:akamerman@millstreetco.com)>  
**Cc:** Chris Wutzke <[cwutzke@invicocapital.com](mailto:cwutzke@invicocapital.com)>  
**Subject:** Re: Follow up

Chris

Just to follow up on this. It is not too complex in that we own 100% of All Source Opco through the holding company below. Hope this helps prior to us needing to update the org chart.

Noah

On Mar 20, 2020, at 1:02 PM, Allan Kamerman <[akamerman@millstreetco.com](mailto:akamerman@millstreetco.com)> wrote:

I don't have it in front of me know but will be back to you as soon as I can look at it

Sent from my iPhone

On Mar 20, 2020, at 12:46 PM, Chris Wutzke <[cwutzke@invicocapital.com](mailto:cwutzke@invicocapital.com)> wrote:

I don't see "Allsource" on the org chart?

Best,  
Chris Wutzke, CPA, CFA, CA  
Vice President, Investments  
Invico Capital Corporation  
M: 403-819-1039

---

**From:** Allan Kamerman <[akamerman@millstreetco.com](mailto:akamerman@millstreetco.com)>  
**Sent:** Friday, March 20, 2020 10:44 AM  
**To:** Chris Wutzke <[cwutzke@invicocapital.com](mailto:cwutzke@invicocapital.com)>  
**Cc:** Noah Murad <[nmurad@millstreetco.com](mailto:nmurad@millstreetco.com)>  
**Subject:** Re: Follow up

This is the holdco for the Allsource business

Sent from my iPhone

On Mar 20, 2020, at 12:41 PM, Chris Wutzke <[cwutzke@invicocapital.com](mailto:cwutzke@invicocapital.com)> wrote:

Allan, I'm just pounding through this stuff as fast as I can in advance of a call today. Quick question:

"2548343 Ontario Inc. (All Source)" is shown as having a TD loan of \$794,059 at Jan 31/20. But i don't see this legal entity on the org chart?

Best,  
Chris Wutzke, CPA, CFA, CA  
Vice President, Investments  
Invico Capital Corporation  
M: 403-819-1039

---

**From:** Allan Kamerman <[akamerman@millstreetco.com](mailto:akamerman@millstreetco.com)>  
**Sent:** Thursday, March 5, 2020 6:26 PM

**To:** Chris Wutzke <[cwutzke@invicocapital.com](mailto:cwutzke@invicocapital.com)>  
**Cc:** Noah Murad <[nmurad@millstreetco.com](mailto:nmurad@millstreetco.com)>  
**Subject:** RE: Follow up

Hi Chris

1. I have updated your org chart with the names of the companies. Let me know if you were looking for something else.
3. I have added in a tab for Mill Street on its own. The combined tab does not include the Mill Street numbers. If you want to include them you can add them on the summary page. The Red shaded Tabs are for the companies not yet acquired. We are getting closer however to finalizing the transaction for Mapleridge as well as NCCI on the GNI Acquisitions tab.
5. I have added in a Debt tab. This show the breakdown of the total debt outstanding as of January 31, 2020.
6. On the Debt tab I have also included the ask of \$25,000,000 showing the breakdown of what it would be for. In addition to the funds for Crown, we are looking to replace the Bridge loan we will be receiving from Fiera for the Mapleridge acquisition as well as \$5M for upcoming acquisitions (small insulation companies that we are currently negotiating with).

Apologies for the delay in getting back to you on this.

Let me know if you have any additional questions.

Regards

Allan Kamerman  
Chief Financial Officer

<Image001.jpg>  
7616 Yonge Street  
Thornhill, ON L4J 1V9  
416 903-2077  
[www.millstreetco.com](http://www.millstreetco.com)

---

**From:** Allan Kamerman  
**Sent:** February 26, 2020 4:40 PM  
**To:** 'Chris Wutzke' <[cwutzke@invicocapital.com](mailto:cwutzke@invicocapital.com)>  
**Cc:** Noah Murad <[nmurad@millstreetco.com](mailto:nmurad@millstreetco.com)>  
**Subject:** RE: Follow up

Hi Chris

I had started to respond to your questions and was pulled on to other matters and did not get back to it.

Attached is the crown agreement.

2. On the worksheet, there are two tabs with companies that are not owned, these are GNI Acquisitions, and Mapleridge. The others are all owned.
4. Newco EBITDA is the estimated trailing EBITDA of the firms being acquired. This is for bank covenant purposes as we pick up debt, we also pick up the trailing EBITDA. This drops off on a monthly basis as actual results come on.

I will be back to you on the other items.

Regards

Allan Kamerman  
Chief Financial Officer

<image001.jpg>  
7616 Yonge Street  
Thornhill, ON L4J 1V9  
416 903-2077  
[www.millstreetco.com](http://www.millstreetco.com)

---

**From:** Chris Wutzke <[cwutzke@invicocapital.com](mailto:cwutzke@invicocapital.com)>  
**Sent:** February 26, 2020 3:36 PM  
**To:** Allan Kamerman <[akamerman@millstreetco.com](mailto:akamerman@millstreetco.com)>  
**Cc:** Noah Murad <[nmurad@millstreetco.com](mailto:nmurad@millstreetco.com)>  
**Subject:** RE: Follow up

Hi Allan, just following up on this.

Best,  
Chris Wutzke, CPA, CFA, CA  
Vice President, Investments  
Invico Capital Corporation  
M: 403-819-1039

---

**From:** Allan Kamerman <[akamerman@millstreetco.com](mailto:akamerman@millstreetco.com)>  
**Sent:** Thursday, February 20, 2020 8:04 AM

**To:** Chris Wutzke <[cwutzke@invicocapital.com](mailto:cwutzke@invicocapital.com)>  
**Cc:** Noah Murad <[nmurad@millstreetco.com](mailto:nmurad@millstreetco.com)>  
**Subject:** RE: Follow up

Hi Chris

I should be able to get back to you later today or tomorrow on this.

Regards

Allan Kamerman  
Chief Financial Officer

<image001.jpg>  
7616 Yonge Street  
Thornhill, ON L4J 1V9  
416 903-2077  
[www.millstreetco.com](http://www.millstreetco.com)

---

**From:** Chris Wutzke <[cwutzke@invicocapital.com](mailto:cwutzke@invicocapital.com)>  
**Sent:** February 19, 2020 2:52 PM  
**To:** Allan Kamerman <[akamerman@millstreetco.com](mailto:akamerman@millstreetco.com)>  
**Cc:** Noah Murad <[nmurad@millstreetco.com](mailto:nmurad@millstreetco.com)>  
**Subject:** RE: Follow up

Hi Allan, I've had a chance to spin through your model very quickly and have some preliminary questions that help me understand it better. Keep in mind that my starting point in underwriting this is now at the Mill Street level, i.e. Mill Street will be my borrower and the primary/initial tranche use of funds will be repayment of Crown Capital facility. My understanding is that the initial need is \$11MM to take out Crown Capital, and then there are further acquisition funding needs. With that in mind....

1. I had done the attached org chart when it was expected we'd fund into GNI and funds would be moved around to fund MCW acquisition. Things have since changed. Also, I don't know that I have all the companies or the names correct. I wonder if you could help complete/correct this, even if it comes in the form of your org chart. Trying to get this as complete and correct as possible, as it will help me understand the numbers (workbook tabs) better.
2. Which of the tabs are currently owned companies and which ones are target companies? I wonder if you could change the tab colours so help highlight this difference.
3. Is the combined tab to represent Mill Street consolidated, or just the combination of the portfolio companies under Mill Street? If we're to take out Crown, we'd also need to see a Mill Street entity perspective, if only on a stand alone (nonconsolidated basis), because Mill Street would become our Borrower.
4. Newco EBITDA on row 191 of "Model Combined" – where does this derive from?
5. Is there any place where all the debt/lenders are listed? For example, the \$9,033,024 on AB95 of the "Model Combined" is there a place where all the debt can be seen, broken down by company if relevant? Or is it all just rolled up into that amount, and person needs to go to each sheet? I am looking for the Crown Capital facility in all this.
6. Is there something of a Sources and Uses table that can clarify the proposed financing program for me.... What amount is being sought from Invico and where it will be applied (i.e. taking out debt facilities, funding acquisition cash at close, etc.).

That's if for now. I have to run out of the office for the afternoon, but look forward to progressing this....

Best,  
Chris Wutzke, CPA, CFA, CA  
Vice President, Investments  
Invico Capital Corporation  
M: 403-819-1039

---

**From:** Allan Kamerman <[akamerman@millstreetco.com](mailto:akamerman@millstreetco.com)>  
**Sent:** Wednesday, February 19, 2020 12:01 PM  
**To:** Chris Wutzke <[cwutzke@invicocapital.com](mailto:cwutzke@invicocapital.com)>  
**Subject:** Follow up

Hi Chris

Just checking in to see if you have any questions on the Mill Street Model.

Regards

Allan Kamerman  
Chief Financial Officer


<image001.jpg>  
7616 Yonge Street  
Thornhill, ON L4J 1V9  
416 903-2077  
[www.millstreetco.com](http://www.millstreetco.com)



**TAB J**

This is **Exhibit "J"**

referred to in the affidavit of  
NOAH MURAD, affirmed before me this  
day of April 27, 2020

A handwritten signature in black ink, appearing to read "Dale G. [unclear]", is written over a horizontal line.

*A Commissioner for taking affidavits*

**From:** [Noah Murad](#)  
**To:** [Jacob Murad](#)  
**Subject:** FW: deal structure  
**Date:** Friday, April 24, 2020 4:42:15 PM  
**Attachments:** [image003.png](#)  
[image002.png](#)  
[image013.png](#)  
[image014.png](#)  
[image015.png](#)  
[image016.png](#)  
[image001.png](#)

---

**NOAH MURAD**  
**president**

TEL: 905-764-5465 ext. 222 CELL: 647-221-7550

7616 Yonge Street, Thornhill, Ontario L4J 1V9

**MILL STREET & Co.**

This email may contain confidential information, and is intended only for the named recipient and may be privileged. Distribution or copying of this email by anyone other than the named recipient is prohibited. If you are not the named recipient, please notify us immediately and permanently delete this email and destroy all copies of it.

---

**From:** Cameron Deller <cdeller@mosaiccapitalcorp.com>  
**Sent:** April 16, 2020 2:12 PM  
**To:** Noah Murad <nmurad@millstreetco.com>  
**Subject:** deal structure

Hi Noah – following up on our last conversation. Our view of a potential transaction with Mill Street is summarized and based on the assumptions outlined below. Let's discuss once you've had a chance to review. I'd like to initially confirm that we have a correct view of your fundamentals and secondly to confirm we're roughly on the same page with valuation. A next step would be to discuss the form of consideration and how we can ensure an accretive transaction for our shareholders given current valuation of Mosaic common shares. We would be willing to contemplate stock consideration in a range between 70% and 100% of the enterprise value.

**EBITDA and cash flow profile:**

EBITDA	FY16	FY17	FY18	FY19	FY20	FY21F
GNI	2,583	2,028	4,279	3,100	6,883	6,536
GNI - Acq.	-	-	-	-	-	-
Aircon	235	1,122	1,059	2,269	2,300	1,969
All Source	750	986	893	853	433	1,403
Lumbermen	148	108	144	231	232	432
Mapleridge	-	-	-	-	-	3,015
	<b>3,716</b>	<b>4,244</b>	<b>6,375</b>	<b>6,453</b>	<b>9,848</b>	<b>13,355</b>

	<b>2021</b>
EBITDA	13.4
NCI	1.5
Interest	3.8
Sustaining Capex	1.0
G&A	2.7
Cash Flow	4.4

#### Debt profile:

Prefs	Amount	Valuation	Coupon	Interest
tranche 1	5	25	8%	0.4
tranche 2	5	50	8%	0.4
tranche 3	5	75	8%	0.4
	17			1.2
Crown Capital	12		12%	1.2
debt at portfolio level	13.5		5%	0.675
new debt for maple ridge	8.8		5%	0.44
				1.115
VTB	3.5			
Total	51.3			

#### Valuation:

net EBITDA multiple	6	cash flow multiple	4
Enterprise value	71.1	Enterprise value	68.9
equity value	19.8	equity value	17.6
average	18.7		

#### Sources / Uses:

acquire 100% of Mill Street	18.7	Mosaic common equity	47.7
redeem Prefs	17.0		
redeem Crown	12.0		
Total	47.7	Total	47.7

Cam Deller, CFA  
Vice President, Corporate Development

**Mosaic Capital Corporation**

400, 2424 - 4th Street SW  
Calgary, Alberta T2S 2T4

Direct: (403) 930-6576  
Cell: (403) 519-6001  
Email: [cdeller@mosaiccapitalcorp.com](mailto:cdeller@mosaiccapitalcorp.com)

 **MOSAIC 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-20-00639312-00CL

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

Proceeding commenced at Toronto

**FURTHER RESPONDING APPLICATION RECORD**

**KRAMER SIMAAN DHILLON LLP**

Litigation Counsel  
120 Adelaide Street West  
Suite 2100  
Toronto, Ontario  
M5H 1T1

**Micheal Simaan #41396A**

[msimaan@kramersimaan.com](mailto:msimaan@kramersimaan.com)

**Rahul Gandotra #70296U**

[rgandotra@kramersimaan.com](mailto:rgandotra@kramersimaan.com)

Tel: (416) 601-6820

Fax: (416) 601-0712

Lawyers for the Respondent