Court File No. CV-24-00722700-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

B E T W E E N:

HILLMOUNT CAPITAL INC. and HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.

Applicants

- and -

AGMEDICA BIOSCIENCE INC., WELLWORTH HEALTH CORP., 5047346 ONTARIO INC., 8050678 CANADA INC., and TAVIVAT NATURALS INC.

Respondents

APPLICATION RECORD
(Returnable on June 27, 2024 at 2:00 p.m.)

June 25, 2024

Thornton Grout Finnigan LLP
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Lawyers for the Applicants

TO: **THIS HONOURABLE COURT**

AND TO: **THE SERVICE LIST**

Court File No. CV-24-00722700-00CL

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INDEX

Tab No.	Description
Exhibit "G"	Ontario Personal Property Registry searches 1. PPSA Search with respect to 8050678 Canada Inc. 2. PPSA Search with respect to AgMedica Bioscience Inc. 3. PPSA Search with respect to TavivaT Naturals Inc. 4. PPSA Search with respect to Wellworth Health Corp. 5. PPSA Search with respect to 5047346 Ontario Inc.
Exhibit "H"	PIN00528-0224 (LT) updated June 17, 2024
Exhibit "I"	Omnibus Agreement dated October 8, 2020
Exhibit "J"	Subordination Agreement dated October 8, 2020
Exhibit "K"	Demand Letter dated June 11, 2024
Exhibit "L"	Demand Letter dated June 18, 2024
Exhibit "M"	Notice of Intention to Enforce Security dated June 18, 2024
Exhibit "N"	Demand Letter re: GSA dated June 19, 2024
Exhibit "O"	Notice of Intention to Enforce Security re: GSA dated June 19, 2024
Exhibit "P"	Atlas Global Brands Inc. Draft CCAA Cash Flow dated June 17, 2024
Exhibit "Q"	Consent of PricewaterhouseCoopers Inc. to act as Receiver
Exhibit "R"	LinkedIn profile of David Blair and Darren Karasiuk
Exhibit "S"	CRO Engagement Agreement dated June 25. 2024
3	Draft Receivership Order
4	Blackline of Draft Receivership Order to Model Receivership Order

TAB 1

Court File No. CV-24-00722700-00CL

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

B E T W E E N:

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HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.

Applicants

- and -

AGMEDICA BIOSCIENCE INC., WELLWORTH HEALTH CORP., 5047346 ONTARIO INC., 8050678 CANADA INC., and TAVIVAT NATURALS INC.

Respondents

AMENDED NOTICE OF APPLICATION

TO THE RESPONDENTS

A LEGAL PROCEEDING HAS BEEN COMMENCED by the Applicants. The claim made by the Applicants appears on the following pages.

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

☐ In person

☐ By telephone conference

☒ By video conference, the details of which will be made available in CaseLines,

before a Judge presiding over the Ontario Superior Court of Justice (Commercial List) on June 27, 2024 at 2:00 p.m. (Eastern) or as soon after that time as the application may be heard at 330 University Ave., Toronto, Ontario. Please advise if you intend to join the hearing by emailing Derek Harland at dharland@tgf.ca.

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

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

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

Date:	Issued by:	______________________ Local Registrar
	Address of court office:	330 University Avenue, 9th Floor Toronto, ON M5G 1R7

TO: **THIS HONOURABLE COURT**

AND TO: **OSLER, HOSKIN & HARCOURT LLP**
First Canadian Place
1 King Street West, Suite 6200
Toronto, ON M5X 1B8

Attention: **Mary Paterson**
Tel: (416) 862-4924
Email: mpaterson@osler.com

Lawyers for the Respondents

APPLICATION

1. **THE APPLICANTS**, Hillmount Capital Inc. and Hillmount Capital Mortgage Holdings Inc. (collectively, "**Hillmount**") make an application for an Order (the "**Receivership Order**") pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**"), among other things, to:

(a) abridge the time for service of this Notice of Application and the Application Record and dispense with further service thereof;

(b) appoint PricewaterhouseCoopers Inc. ("**PwC**") as the receiver (in such capacity, the "**Receiver**") of the property, assets and undertaking of AgMedica Bioscience Inc. ("**AgMedica**"), Wellworth Health Corp. ("**Wellworth**"), 5047346 Ontario Inc. ("**5047 Ontario**"), 8050678 Canada Inc. ("**805 Canada**"), and Tavivat Naturals Inc., ("**Tavivat**" and, collectively, the "**Debtors**"), including the real property municipally known as 510 and 566 Riverview Drive, Chatham-Kent, Ontario and as more particularly described at **Schedule "A"** hereto (the "**Real Property**"), but not including the Excluded Assets, Excluded Undertakings and Excluded Business (each as defined below) (the "**Property**");

(c) appoint ~~Darren Karasiuk~~ David Blair as the Chief Restructuring Advisor (in such capacity, the "**CRO**") of the Debtors in accordance with the terms set out in the Order and in the engagement letter between PwC, solely in its capacity as the intended Receiver of the Debtors, and Mr. ~~Karasiuk~~ Blair; and

(d) grant such further and other relief as this Honourable Court may deem just.

THE GROUNDS FOR THE APPLICATION ARE:

Overview

2. Pursuant to, *inter alia*, a secured loan agreement dated September 30, 2020, as renewed on November 1, 2021, and November 7, 2022, (collectively, as amended, the "**Loan Agreement**"), Hillmount advanced secured loans to the Debtors (the "**Loan**").

3. The Loan is secured by, among other things, a first-ranking mortgage on title to the Real Property and a general security agreement in favour of Hillmount.

4. The Debtors have committed numerous defaults under the Loan Agreement and the mortgage with Hillmount, including payment arrears under the mortgage, failing to pay property taxes and accumulating tax arrears in excess of $350,000 and failing to keep current all source deductions and other amounts due to the government. Due to defaults that exist and demands for payment having been issued, all amounts owing to Hillmount have been accelerated and are now due and payable.

5. On June 11, 2024, June 18, 2024, and June 19, 2024, Hillmount issued demands for payment (the "**Demands**") and on June 18, 2024 and June 19, 2024, notices of intention to enforce security pursuant to section 244 of the BIA (the "**BIA Notices**") were sent to the Debtors. The Debtors have failed to repay their respective obligations. When the Demands were issued to the Debtors, the indebtedness owing to Hillmount as at June 19, 2024 was in the amount of $3,398,117.51, together with all legal and other fees and expenses incurred, to the date of payment (the "**Indebtedness**").

6. Hillmount holds security in respect of the Indebtedness, including a first-ranking mortgage and a General Security Agreement over all personal property, assets and undertaking (the "**GSA**"), which include the contractual right to seek the appointment of the Receiver.

7. Hillmount has lost confidence in the capability of current management of the Debtors to effectively manage the business and affairs of the Debtors. The current management has failed to demonstrate the ability to raise sufficient capital or organize its affairs. This has resulted in numerous insolvency proceedings affecting the corporate group, arrears of property taxes remaining unpaid and taxes owing and unpaid pursuant to the *Excise Tax Act* leading to garnishments, as well as a cease-trade order being issued by the Ontario Securities Commission due to a failure to complete financial statements. In addition, significant unpaid source deductions are a default and create a risk for the security position of Hillmount.

8. The Debtors have commenced CCAA proceedings and obtained an Initial Order on June 20, 2024. The restructuring proposed by the Debtors is doomed to fail. It does not have the support of Hillmount as first secured creditor, or Hillmount on behalf of AgriRoot as second secured creditor pursuant to the Subordination Agreement that exists between the parties, and would have the effect of further eroding the position of secured creditors.

9. It is just and convenient that PwC be appointed as the Receiver over the Property of the Debtors, to realize on the Property for the benefit of all creditors. It is also just and convenient that Mr. ~~Karasiuk~~ Blair be appointed as the CRO of the Debtors. ~~On appointment as CRO, Mr. Karasiuk will have his relevant Health Canada clearance renewed and attached~~ Mr. Blair holds the necessary approvals to preserve the applicable

cannabis license ~~in order~~ and would be able to act as the "responsible person" under the relevant cannabis ~~legislation~~ regulations and exercise decision-making authority relating to the Debtors' Excluded Assets, Excluded Undertakings and Excluded Business during the receivership.

Debtors

10. AgMedica is a corporation existing under the laws of Canada and maintains its registered head office at Suite 200, 111 Heritage Road, Chatham-Kent, Ontario. AgMedica's primary business activities are the production, distribution, and sale of cannabis products. AgMedica holds a cannabis license (the "**AgMedica Cannabis License**") from Health Canada pursuant to the *Cannabis Act* and the *Cannabis Regulations*, in respect of its indoor production and distribution facility on the Real Property (the "**Chatham Facility**").

11. AgMedica wholly owns and controls three subsidiaries:

(i) 5047 Ontario, a corporation existing under the laws of Ontario, Canada, which is the current registered owner of the Real Property;

(ii) Tavivat, a corporation existing under the laws of Canada; and

(iii) 805 Canada, a corporation existing under the laws of Canada.

12. AgMedica also controls a fourth subsidiary, Wellworth, which is a corporation existing under the laws of Canada.

Security Held by the Applicant

13. As security for all of its obligations to Hillmount, the Debtors have granted to Hillmount, among other things, the following security:

(a) a first-ranking mortgage on the Real Property signed October 8, 2020 and registered in the Kent Land Titles Office for the Kent Land Registry Office (No. 24) on October 8, 2020 as Instrument No. CK178671 (the "**Mortgage**"); and

(b) a first-ranking security interest on all personal property and assets, including pursuant to a GSA dated October 5, 2020.

14. Pursuant to the Mortgage and the GSA, Hillmount is entitled to appoint a receiver over the Property upon the Mortgage and the GSA becoming enforceable or upon the Loan becoming payable.

15. The Mortgage is registered on title to the Real Property. Hillmount perfected its security interest by way of a registration against each of the Debtors pursuant to the *Personal Property Security Act* (Ontario).

16. In addition to the Mortgage registered on title, there is a second mortgagee that is registered on title to the Real Property. On September 30, 2020, AgMedica entered into a mortgage commitment with 2596690 Ontario Inc. ("**AgriRoots**") in the principal amount of $7 million, which has since increased to approximately $16 million (the "**AgriRoots Mortgage**"). The AgriRoots Mortgage ranks behind the Mortgage in favour of Hillmount.

17. On October 8, 2020, Hillmount, AgriRoots and the Debtors entered into a subordination agreement (the "**Subordination Agreement**") whereby, among other things, AgriRoots

agreed to subordinate and postpone the AgriRoots Mortgage and all security held by AgriRoots to the Mortgage and all security held by Hillmount.

18. The Subordination Agreement also provides that AgriRoots would not, in any insolvency proceeding affecting the Debtors or in any Enforcement Action (as defined in the Subordination Agreement) "take, cause or permit or support any other person to take on its behalf any steps or actions whatsoever" whereby the rights of Hillmount (including as to any Enforcement Action it may initiate) are delayed, defeated, impaired or diminished in any way.

19. AgriRoots further agreed that it would not challenge, object to, compete with or impede in any manner any Enforcement Action commenced or taken by Hillmount against or in respect of all or any part of the collateral held by Hillmount as security. Enforcement Action, as defined under the Subordination Agreement, specifically includes an application by Hillmount to have a receiver appointed by the Court.

Debtors' CCAA Application

20. On June 20, 2024, the Debtors (as well as certain other applicants) obtained an initial order under the CCAA (the "**Initial Order**") in court file no. CV-24-00722386-00CL, with a Comeback Hearing scheduled for June 27, 2024.

21. The Initial Order provides that the terms of the order are expressly without prejudice to the rights of all parties to seek relief at the comeback hearing, including as it relates to any termination of the CCAA proceeding and the appointment of a receiver.

22. At the hearing in respect of the Initial Order, all secured creditors who appeared in person or through counsel opposed the granting of the priority charges that were sought by the Debtors in connection with the CCAA proceeding.

23. Hillmount does not support the continuation of the CCAA proceeding due to its lack of confidence in the Debtors' management and the Debtors' failure to be forthcoming and transparent with Hillmount.

Necessity for the Appointment of the Receiver

24. The appointment of the Receiver is necessary and appropriate as a result of the following:

(a) Hillmount does not have confidence in management, and permitting a debtor-led process such as the CCAA proceeding would only serve to continue that;

(b) the Mortgage and the GSA expressly provide for the appointment of a receiver upon default thereunder;

(c) the Debtors are in default of their obligations to Hillmount;

(d) notwithstanding the issuance of the Demands and the BIA Notices, the Debtors have failed to repay their Indebtedness;

(e) Hillmount has lost confidence in the ability of the Debtors to repay the Indebtedness absent the appointment of a Receiver by the Court;

(f) the Debtors have failed to provide information and documents requested by Hillmount on a timely basis;

(g) the Debtors' proposed restructuring under the CCAA is doomed to fail and could have the effect of deteriorating Hillmount's security position, including through the granting of priming charges and failure to pay ongoing property taxes (including throughout the proposed CCAA proceeding, as reflected in a 13-week cashflow forecast provided to Hillmount) which form a priority on the Real Property;

(h) there are significant steps needed to be taken to monetize the Real Property, including in respect of environmental concerns, and the Debtors have demonstrated no recognition of the necessity to take those steps, or no ability to do so; and

(i) it is just and convenient to appoint the Receiver.

25. PwC has consented to act as the Receiver and is experienced in Canadian cannabis insolvency proceedings.

26. The scope of the Receiver's appointment would not include any cannabis assets or operations. In particular, the Receiver would not take possession of any asset of the Debtors for which any permit or license issued in accordance, or in connection, with the following legislation:

(a) *Excise Act, 2001*, S.C. 2002, c. 22;

(b) *Cannabis Act*, S.C. 2018, c. C.16;

(c) *Cannabis Control Act*, 2017 S.O. 2017, c. 26;

(d) Ontario Cannabis Retail Corporation Act, 2017, S.O. 2017, c. 26; or

(e) Cannabis License Act, 2018, S.O. 2018, c. 12,

and any regulations issued in connection therewith (collectively, the "**Controlled Substances Legislation**") is required (the "**Excluded Assets**").

27. The Receiver would also have no authority over the undertakings of the Debtors insofar as they concern the Excluded Assets (the "**Excluded Undertakings**") and would not manage, operate, carry on or control the business of the Debtors insofar as the business concerns the Excluded Assets or Excluded Undertakings (the "**Excluded Business**").

28. The Excluded Assets would remain in the possession and control of the Debtors (through the CRO) and the Debtors would continue to have authority over the Excluded Undertakings and continue to manage, operate, carry on and control the Excluded Business in accordance with applicable Controlled Substances Legislation.

Necessity for the Appointment of a CRO

29. Hillmount also seeks the appointment of ~~Darren Karasiuk~~ David Blair as CRO of the Debtors in respect of the Excluded Assets, Excluded Undertakings and the Excluded Business. The engagement of the CRO will assist in the realization process as it relates to the Excluded Assets, Excluded Undertakings and Excluded Business to maximize proceeds available for distribution to the Debtors' creditors.

30. Mr. ~~Karasiuk~~ Blair is a Canadian cannabis industry veteran. ~~Upon his appointment as CRO, Mr. Karasiuk will have his relevant Health Canada clearance renewed and attached to the AgMedica Cannabis License.~~ Mr. Blair holds the necessary approvals to preserve the applicable cannabis license and would be able to act as the "responsible person" under the relevant cannabis regulations and exercise decision-making authority relating to the Debtors' Excluded Assets, Excluded Undertakings and Excluded Business during the receivership. PwC does not hold this security clearance.

31. As the Chatham Facility involves the production of cannabis, a "responsible person" will be needed to oversee the realization process and maintain the AgMedica Cannabis License. Mr. ~~Karasiuk~~ Blair has the requisite experience and credentials to serve that role effectively as CRO.

32. PwC, the proposed Receiver, is satisfied with the proposed CRO's qualifications, expertise and experience, and is supportive of his appointment.

33. Mr. ~~Karasiuk~~ Blair consents to serving as CRO of the Debtors in respect of the Excluded Assets, Excluded Undertakings and Excluded Business.

Rules & Statutes

34. Rules 1.04, 2.03, 3.02, 14.05(2), 16, and 41 of the *Rules of Civil Procedure*, R.R.O. 1990.

35. The provisions of the BIA, including s. 243(1) thereof, and the CJA, including s.101 thereof, and the inherent and equitable jurisdiction of this Court.

36. Such other grounds as this Honourable Court may permit.

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

37. the Affidavit of Itzhak (Yitz) ~~Levinsion~~ Levinson sworn on June ~~24~~25, 2024;

38. the Consent of PwC to act as Receiver; and

39. such other material as this Honourable Court may permit.

June ~~24~~25, 2024

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Lawyers for the Applicants,
Hillmount Capital Inc. and Hillmount Capital Mortgage Holdings Inc.

TO: **THIS HONOURABLE COURT**

AND TO: **OSLER, HOSKIN & HARCOURT LLP**

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Attention: **Mary Paterson**
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Email: mpaterson@osler.com

Lawyers for the Respondents

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

HILLMOUNT CAPITAL INC. ET AL - and - **AGMEDICA BIOSCIENCE INC., ET AL**

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AMENDED NOTICE OF APPLICATION

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Lawyers for the Applicants,
Hillmount Capital Inc. and Hillmount Capital Mortgage Holdings Inc.

SERVICE LIST
(as at June 25, 2024)

TO:	**THORNTON GROUT FINNIGAN LLP** TD West Tower, Toronto-Dominion Centre 100 Wellington Street West, Suite 3200 Toronto, ON M5K 1K7 Fax: (416) 304-1313 **D.J. Miller** Email: djmiller@tgf.ca Tel: (416) 304-0559 **Derek Harland** Email: dharland@tgf.ca Tel: (416) 304-1127 Lawyers for the Applicants, Hillmount Capital Inc. and Hillmount Capital Mortgage Holdings Inc.
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AND TO:	**PRICEWATERHOUSECOOPERS INC.** 18 York Street, Suite 2600 Toronto, ON M5J 0B2 **Michael McTaggart** Email: michael.mctaggart@pwc.com Tel: (416) 687-8924 **Christine Sinclair** Email: christine.l.sinclair@pwc.com Tel: (416) 687-8938 Proposed receiver
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AND TO:	**ERNST & YOUNG INC.** 100 Adelaide Street West Toronto, ON M5H 0B3 **Alex Morrison** Email: Alex.F.Morrison@parthenon.ey.com **Karen Fung** Email: karen.k.fung@parthenon.ey.com **Greg Adams** Email: greg.j.adams@parthenon.ey.com **Michael Bell** Email: mike.bell@parthenon.ey.com Court-appointed Monitor in the CCAA proceedings of Atlas Global Brands Inc. *et al* (Court File No. CV-24-00722386-00CL)
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AND TO:	**BOOK ERSKINE LLP** 360 Bay Street, Suite 500 Toronto, ON M5H 2V6 **Sara Erskine** Email: sara@be-law.ca Tel: (416) 597-5408 **Adrienne Zaya** Email: adrienne.zaya@be-law.ca Tel: (416) 306-8026 Lawyers for Hillcrest Merchant Partners Inc.

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AND TO:	**ONTARIO WATER TESTING CENTRE INC.** 20 Currie Street Chatham, ON N7M 6L9 Email: Laboratory@OWTC.net Tel: (519) 351-8266 PPSA registrant with respect to AgMedica Bioscience Inc.
AND TO:	**BIZFUND CANADA LTD.** 405-1018 Finch Avenue West North York, ON M3J 3L5 Email: info@bizfund.ca Tel: (416) 224-2404 PPSA registrant with respect to AgMedica Bioscience Inc.
AND TO:	**PRAXAIR CANADA INC.** 1 City Centre Drive Mississauga, ON L5B 1M2 **Eric Mackenzie** Email: eric_mackenzie@praxair.com PPSA registrant with respect to AgMedica Bioscience Inc.

AND TO:	**HIS MAJESTY IN RIGHT OF ONTARIO REPRESENTED BY THE MINISTER OF FINANCE** 300-1400 Blair Towers Place Ottawa, ON K1J 9B8 **Ministry of Finance, AM & Collections Branch (EHT)** **London Tax Office** Email: insolvency.unit@ontario.ca financecommunications.fin@ontario.ca PPSA registrant with respect to AgMedica Bioscience Inc.
AND TO:	**ISRAEL FOULON WONG LLP** 65 St. Clair Avenue East Suite 200 Toronto, ON M4T 2Y8 **Alex Van Kralingen** Email: avankralingen@israelfoulon.com Tel: (416) 640-1550 ext. 231 **Katherine Chau** Email: kchau@israelfoulon.com Tel: (416) 640-1550 ext. 233 Lawyers for 1402171 Alberta Inc.
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AND TO:	**CHAITONS LLP** 5000 Yonge Street, 10th Floor Toronto, ON M2N 7E9 **Chris Staples** Email: chris@chaitons.com Tel: (416) 218-1147 **Darren Marr** Email: dmarr@chaitons.com Tel: (416) 218-1136 Lawyers for Alacer *et al.*
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AND TO:	**HALTON AUTOLEASE INC.** 4100 Harvester Road Burlington, ON L7L 0C1 **Paul Pittaway** Email: lease@haltonautolease.com

AND TO:	**NFS LEASING CANADA LTD.** 900 Cummings C Suite 226-U Beverly, MA 01915 **Dana Calumby** Chief Financial Officer Tel: 1 (866) 970-4637 Email: info@nfsleasing.com JulietT@nfsleasing.com
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AND TO:	**NICHOLSON, SMITH & PARTNERS** 295 Central Ave. London, ON N6B 2C9 **L. Scott Smith** Email: reception@nicholsonsmith.com Tel: (519) 679-3366
AND TO:	**INTAKE CENTRE FOR INSOLOVENCY (Ontario Region)** Canada Revenue Agency Email: AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca NotificationPGC-AGC.Fiscal-Tax@justice.gc.ca
AND TO:	**MINISTER OF FINANCE** **INSOLVENCY UNIT** 6th Floor, 33 King Street West Oshawa, ON L1H 8H5 **Insolvency Unit** Email: insolvency.unit@ontario.ca

AND TO:	**DEPARTMENT OF JUSTICE (BRITISH COLUMBIA)** PO Box 9280 Stn Prov Govt Victoria, BC V8W 9J7 **Legal Services Branch, Revenue & Taxation** Email: AGLSBRevTaxInsolvency@gov.bc.ca
AND TO:	**HEALTH CANADA** Controlled Substances and Cannabis Branch 150 Tunney's Pasture Driveway Ottawa, ON K1A 0K9 **Licensing and Security Division** Email: licensing-cannabis-licences@hc-sc.gc.ca

Email Service List

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AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca; NotificationPGC-AGC.Fiscal-Tax@justice.gc.ca; licensing-cannabis-licences@hc-sc.gc.ca;

TAB 2

Court File No. CV-24-00722700-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

B E T W E E N:

HILLMOUNT CAPITAL INC. and
HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.

Applicants

- and -

AGMEDICA BIOSCIENCE INC., WELLWORTH HEALTH CORP., 5047346 ONTARIO INC., 8050678 CANADA INC., and TAVIVAT NATURALS INC.

Respondents

AFFIDAVIT OF ITZHAK (YITZ) LEVINSON
(affirmed June 25, 2024)

I, **ITZHAK (YITZ) LEVINSON**, of the City of Toronto, in the Province of Ontario, **AFFIRM AND SAY AS FOLLOWS:**

1. I am the President and founder of Hillmount Capital Inc. and Hillmount Capital Mortgage Holdings Inc., (collectively, "**Hillmount**") and, as such, I have knowledge of the matters to which I depose herein. Where I have relied on other sources for information, I have stated the source of my information and I believe such information to be true.

2. This affidavit is affirmed:

   (a) in response to the application (the "**CCAA Application**") brought by Atlas Global Brands Inc. ("**Atlas**"), Greenseal Cannabis Company, Ltd. ("**Greenseal**"),

Greenseal Nursery, Ltd., AgMedica Bioscience Inc. ("**AgMedica**"), Wellworth Health Corp. ("**Wellworth**"), 5047346 Ontario Inc. ("**5047 Ontario**"), 8050678 Canada Inc. ("**805 Canada**"), and Tavivat Naturals Inc., ("**Tavivat**" and, collectively, the "**CCAA Applicants**") for certain relief pursuant to the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**");

(b) in support of an application brought by Hillmount for an order (the "**Receivership Order**"), among other things:

(i) appointing PricewaterhouseCoopers Inc. ("**PwC**") as receiver (in such capacity, the "**Receiver**") pursuant to section 243 of the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**") and section 101 of the *Courts of Justice Act* (Ontario), without security, over all of the property, undertakings and assets of 5047 Ontario, AgMedica, Wellworth, 805 Canada and Tavivat (collectively, the "**Debtors**"), including the real property owned by 5047 Ontario and municipally known as 510 and 566 Riverview Drive, Chatham-Kent, Ontario and as more particularly described at **Schedule "A"** hereto (the "**Real Property**"), acquired for, or used in relation to, a business carried on by the Debtors, including all proceeds thereof, but not in respect of the Excluded Assets, Excluded Undertakings and Excluded Business (each as defined below) (the "**Property**"); and

(ii) appointing David Blair as the Chief Restructuring Advisor (in such capacity, the "**CRO**") of the Debtors in accordance with the terms set out therein and in the engagement letter between PwC, solely in its capacity as the intended Receiver of the Debtors, and Mr. Blair.

3. All references to monetary amounts in this affidavit are in Canadian dollars unless noted otherwise.

I. OVERVIEW

4. As described in greater detail below, Hillmount advanced a loan to the Debtors pursuant to a secured loan agreement dated September 30, 2020 (and renewed on November 1, 2021 and November 7, 2022) secured by, among other things, a first-ranking mortgage on title to the Real Property and a general security agreement in favour of Hillmount. The commitment was made by Hillmount Capital Inc. and assigned to Hillmount Capital Mortgage Holdings Inc.

5. The Debtors have committed numerous defaults under the mortgage with Hillmount, including payment arrears under the mortgage in the amount of approximately $44,000, failure to pay property taxes and accumulating property tax arrears in excess of $350,000, failure to finalize a Phase II ESA relating to the Real Property and failure to maintain, as current, all source deductions and other amounts due to the government, leading to encumbrances existing in breach of their obligations to Hillmount. Due to defaults that exist and demands for payment that have been issued, all amounts owing to Hillmount have been accelerated and are now due and payable.

6. The total amount due and owing under the loan agreements and the mortgage as of June 19, 2024, is $3,398,117.51 (the "**Indebtedness**"), with a *per diem* of $1,027.87 thereafter,

together with all costs incurred by Hillmount relating to the recovery of the Indebtedness until repaid in full.

7. The loan documents expressly authorize the appointment of a receiver by Hillmount in the event of a default.

8. Hillmount has lost confidence in the capability of current management of the Debtors to effectively manage the business and affairs of the Debtors. The current management has failed to demonstrate the ability to raise capital or organize its affairs. This has resulted in numerous insolvency proceedings affecting the corporate group as well as a cease-trade order being issued by the Ontario Securities Commission as a result of a failure to complete financial statements. The Debtors have failed to comply with their obligations to Hillmount as set out in this Affidavit.

9. The restructuring proposed by the CCAA Applicants, including the Debtors, is doomed to fail. It does not have the support of their key secured creditors and would have the effect of further deteriorating Hillmount's security position through priming charges, and the further non-payment of mortgage payments and property tax payments. The Debtors have been trying to refinance and attract new capital for over two years and have not been successful in their efforts.

10. It is just and convenient that PwC be appointed as the Receiver over the Property of the Debtors, to realize on the Property for the benefit of all creditors. It is also just and convenient that Mr. Blair be appointed as the CRO of the Debtors. Mr. Blair holds the necessary approvals to preserve the cannabis license and would be able to manage the Debtors during the receivership.

II. THE DEBTORS

11. AgMedica is a corporation existing under the laws of Canada and was formed by way of certificate of amalgamation under the *Canada Business Corporations Act* ("**CBCA**") on December 30, 2022. It maintains its registered office at 104-566 Riverview Drive, Chatham, Ontario. AgMedica's primary business activities are the production, distribution, and sale of cannabis products. AgMedica holds a cannabis license (the "**AgMedica Cannabis License**") from Health Canada pursuant to the *Cannabis Act* and the *Cannabis Regulations*, in respect of its indoor production and distribution facility on the Real Property (the "**Chatham Facility**").

12. As set out in the Affidavit of Jason Cervi sworn June 19, 2024 in support of the CCAA Applicants' request for relief under the CCAA (the "**Cervi Affidavit**"), AgMedica wholly owns and controls three subsidiaries:

    (i) 5047 Ontario is a corporation existing under the laws of Ontario, Canada and was formed on April 1, 2021 by the amalgamation of 2472602 Ontario Inc. ("**247 Ontario**"), 2642466 Ontario Inc. ("**264 Ontario**") and Eseela Inc. ("**Eseela**") under the *Business Corporations Act* (Ontario) ("**OBCA**"). It maintains its registered office at 104-566 Riverview Drive, Chatham-Kent, Ontario and is the registered owner of the Real Property;

    (ii) Tavivat is a corporation existing under the laws of Canada and was formed on April 1, 2021 by the amalgamation of Tavitat Naturals Inc., 8895309 Canada Inc., ("**889 Canada**"), 8326851 Canada Inc. ("**832 Canada**") and World Wide Beverage Innovations Inc. ("**World Wide Beverage**") under the CBCA. It maintains its registered office at 104-566 Riverview Drive, Chatham-Kent, Ontario; and

(iii) 805 Canada is a corporation existing under the laws of Canada and was incorporated under the CBCA on December 12, 2011. It maintains its registered office at 104-566 Riverview Drive, Chatham-Kent, Ontario.

13. The Cervi Affidavit also indicates that AgMedica controls a fourth subsidiary, Wellworth, which is a corporation existing under the laws of Canada and was incorporated under the CBCA on January 16, 2019. AgMedica controls 80% of Wellworth's shares, with the remaining 20% owned by 11213091 Canada Inc. Wellworth maintains its registered office at 104-566 Riverview Drive, Chatham-Kent, Ontario.

14. Copies of corporate searches in respect of each of the Debtors are attached hereto as **Exhibit "A"**.

15. I understand from the Cervi Affidavit that the Debtors have 94 employees, including 74 full-time employees and 20 part-time seasonal workers, all of whom are employed by AgMedica.

16. I further understand from the Cervi Affidavit that the Debtors are insolvent and are unable to meet their obligations as they generally come due.

III. LOAN DOCUMENTS AND INDEBTEDNESS TO HILLMOUNT

17. Pursuant to a secured loan agreement dated September 30, 2020 (the "**Loan Agreement**"), Hillmount made available to AgMedica, 247 Ontario, 264 Ontario, 889 Canada, Wellworth, 805 Canada, 832 Canada, Tavivat Naturals Inc., World Wide Beverage, Unique Beverages (USA) Inc. ("**Unique Beverages**") and Eseela (collectively, the

"**Borrowers**") a loan in the principal amount of $3,000,000 (the "**Loan**"). A copy of the Loan Agreement is attached hereto as **Exhibit "B"**.

18. As security for the present and future indebtedness and obligations of the Borrowers to Hillmount pursuant to the secured Loan Agreement, the Debtors agreed to grant to Hillmount, among other things, the following security:

    (a) a first-ranking mortgage on the Real Property signed October 8, 2020 and registered in the Kent Land Titles Office for the Kent Land Registry Office (No. 24) on October 8, 2020 as Instrument No. CK178671 (the "**Mortgage**"). A copy of the Mortgage is attached hereto as **Exhibit "C"**; and

    (b) a first-ranking security interest (the "**Security**") on all personal property and assets, including pursuant to a general security agreement dated October 5, 2020 (the "**GSA**"). A copy of the GSA is attached hereto as **Exhibit "D"**.

19. Pursuant to the Mortgage and the GSA, Hillmount is entitled to appoint, or seek the appointment of a receiver over the Property upon the Mortgage and the GSA becoming enforceable or upon the Loan becoming payable.

20. The Mortgage was signed by all Debtors as "Borrowers". On April 1, 2021, the Borrowers completed an amalgamation (the "**Amalgamation**") whereby:

    (a) 5047 Ontario was formed as a successor corporation in the amalgamation of 247 Ontario, 264 Ontario and Eseela; and

    (b) Tavivat became a successor corporation in the amalgamation of Tavivat Naturals Inc., 889 Canada, 832 Canada and World Wide Beverage.

21. As a result of the Amalgamation, 5047 Ontario is currently the registered owner of the Real Property.

22. Hillmount, AgMedica, 5047 Ontario, Tavivat, Wellworth, 805 Canada and Unique Beverages entered into a mortgage renewal on November 1, 2021, to, among other things, memorialize the Amalgamation and transfer of the Real Property to 5047 Ontario, amend the interest rate and extend the maturity date of the Mortgage from November 1, 2021 to November 1, 2022 (the "**First Mortgage Renewal**").

23. The maturity date on the Mortgage was further extended pursuant to a mortgage renewal dated November 7, 2022, which extended the maturity date to November 1, 2024 and further amended the interest rate on the Mortgage to the greater of 9.50% per annum or the RBC Prime Lending Rate plus 4.25% to be calculated and compounded monthly (the "**Second Mortgage Renewal**"). The Second Mortgage Renewal also reflected that the mortgage principal was increased by an additional $226,779.10, representing the payment of outstanding 2022 property tax arrears by Hillmount. At the time of this Second Mortgage Renewal, Hillmount was concerned by the non-payment of property tax arrears which represented a default under the Mortgage. The Debtors assured Hillmount that they were undergoing a corporate restructuring which would place them under the ownership of Atlas Global Brands Inc. (a public company), and that this would bring the necessary capital to refinance all of their loans (including with Hillmount) and restructure their balance sheet. This never materialized. Copies of the First Mortgage Renewal and Second Mortgage Renewal are attached hereto as **Exhibits "E"** and **"F"**, respectively.

24. Hillmount's security interest against each of the Debtors has been properly registered pursuant to the Ontario personal property security regime. Copies of searches against each of the Debtors under the Ontario Personal Property Registry are attached hereto as **Exhibit "G"**.

25. As of June 19, 2024, the Indebtedness under the Loan was $3,398,117.51, together with interest and costs (including, without limitation, legal fees and disbursements) that may be incurred or accrue to the date of payment.

IV. THE REAL PROPERTY

26. 5047 Ontario is the registered owner of the Real Property, which is comprised of PIN 00528-0224 (LT). A copy of the parcel search in respect of the Real Property is attached hereto as **Exhibit "H"**.

27. Although the Mortgage initially was only in respect of "566 Riverview Drive", the Borrowers executed an omnibus agreement whereby they acknowledged and agreed that all references to "566 Riverview Drive, Chatham, Ontario" as the municipal address of the Property shall be deleted and substituted with "510 and 566 Riverview Drive, Chatham, Ontario" in the Mortgage and the GSA. A copy of this agreement is attached hereto as **Exhibit "I"**.

28. The Chatham Facility is located on the Real Property. It consists of an approximately 215,000 square foot industrial building, approximately half of which is occupied by AgMedica. 5047 Ontario leases the remaining industrial space to third-party tenants. Currently, UPS, Habitat for Humanity and DIY Pallets are the tenants of the Chatham Facility. During a call I participated in with Peter Van Mol, Bernie Yeung and Jason Cervi,

representatives of the Debtors, on July 11, 2023, I was informed that Habitat for Humanity was leaving the Chatham premises in 2024. In addition, until recently, there was 70,000 square feet of vacant space at the Chatham Facility. I understand that a tenant, DIY Pallets, is now taking 30,000 square feet of the space, but significant space in the Chatham Facility remains vacant.

29. AgMedica has used the Chatham Facility as a cannabis growing facility pursuant to various Canadian and international cannabis licenses and certificates.

30. In addition to the Mortgage registered on title, there is a second mortgage that is registered on title to the Real Property. On November 1, 2020, AgMedica entered into a mortgage commitment with 2596690 Ontario Inc. ("**AgriRoots**") in the principal amount of $7 million, which was subsequently increased to the principal amount of $12.1 million (the "**AgriRoots Mortgage**"). AgriRoots' charge over the Real Property now secures up to the principal amount of $16 million, which ranks behind the Mortgage in favour of Hillmount.

31. On October 8, 2020, Hillmount, AgriRoots and the Debtors entered into a subordination agreement (the "**Subordination Agreement**") whereby, among other things, AgriRoots agreed to subordinate and postpone the AgriRoots Mortgage and all security held by AgriRoots to the Mortgage and all security held by Hillmount. A copy of the Subordination Agreement is attached hereto as **Exhibit "J"**.

32. The Subordination Agreement also addresses the agreement of the parties with respect to rights of realization and enforcement for so long as amounts owing to Hillmount remain unpaid. In particular, the Subordination Agreement negotiated by Hillmount (as Prior Lender) and AgriRoots (as Subordinate Lender) included terms to ensure that in any

insolvency proceeding affecting the Debtors or in any Enforcement Action (as defined in the Subordination Agreement) taken by Hillmount, AgriRoots would not "take, cause or permit or support any other person to take on its behalf any steps or actions whatsoever" whereby the rights of Hillmount (including as to any Enforcement Action it may initiate) are delayed, defeated, impaired or diminished in any way.

33. AgriRoots further agreed that it would not challenge, object to, compete with or impede in any manner any Enforcement Action commenced or taken by Hillmount against or in respect of all or any part of the Collateral (as defined in the Subordination Agreement). "Enforcement Action", as defined under the Subordination Agreement, specifically includes an application by Hillmount seeking to have a receiver appointed by the Court.

34. The Subordination Agreement further provides that during any insolvency proceeding affecting the Debtors or the Collateral, AgriRoots:

(i) irrevocably constitutes and appoints Hillmount as the true and lawful attorney of AgriRoots to take steps in the insolvency proceedings in the name of AgriRoots in respect of the subordinate indebtedness; and

(ii) shall not seek any other relief in respect of the Debtors without the prior written consent of Hillmount.

35. Accordingly, pursuant to the terms agreed by the first secured creditor and the subordinate secured creditor of the Debtors, and as confirmed by the Debtors, Hillmount's application for the appointment of the Receiver and its opposition to the continuation of the CCAA proceeding is in respect of aggregate secured indebtedness totaling approximately $15.5

million and represents the sole voice legally entitled to take a position on behalf of the first and second priority secured creditors of the Debtors at this time.

V. DEFAULTS UNDER MORTGAGE

36. The Debtors have committed numerous defaults under the Loan Agreement and the Mortgage. In addition to the Debtor's insolvency, these defaults include, but are not limited to (the "**Defaults**"):

(a) failing to make payments to Hillmount as required under the Loan Agreement and the Mortgage, with arrears in the amount of $44,390.13 as of June 11, 2024;

(b) failing to pay property taxes as required under the Loan Agreement and the Mortgage, resulting in property tax arrears of $355,100.40 in respect of the Real Property, and

(c) failing to remit all statutory payments including source deductions, as and when due, as required under the Loan Agreement and the Mortgage, thereby creating an encumbrance on the Debtors' property. During a phone call on June 17, 2024, I was advised by Bernie Yeung, the CEO of AgMedica, that AgMedica owed $1.5 million in source deductions and $150,000 to WSIB.

37. In addition, the Mortgage specifically contemplated that in the event that 5047 Ontario commenced proceedings under the CCAA, it would provide Hillmount with not less than 10 days' written notice prior to commencing such proceedings and that, in no circumstances, would 5047 Ontario seek or permit Hillmount's rights to be stayed or otherwise affected in any CCAA proceeding and would not oppose any steps taken by Hillmount to seek a lift of any stay of proceedings. 5047 Ontario also agreed to not seek

to prime Hillmount through any debtor-in-possession financing or any other court-ordered charges.

38. As a result of the Default relating to arrears, Hillmount delivered a demand letter on June 11, 2024, demanding payment of the arrears in the amount of $44,390.13 and requiring evidence of payment of the property tax arrears. A copy of the first demand letter dated June 11, 2024 is attached hereto as **Exhibit "K"**.

39. On June 18, 2024, Hillmount issued a second demand letter to 5047 Ontario, demanding repayment in the amount of $3,392,722.30, being the entire indebtedness then owing under the Mortgage. A copy of the June 18, 2024 demand letter is attached hereto as **Exhibit "L"**.

40. A Notice of Intention to Enforce Security pursuant to section 244(1) of the BIA ("**NIES**") was also delivered to 5047 Ontario on June 18, 2024, in respect of the Mortgage. A copy of this NIES is attached hereto as **Exhibit "M"**.

41. On June 19, 2024, Hillmount issued a further demand letter to all of the Debtors, demanding repayment of the amount of $3,398,117.51. A copy of the June 19, 2024 demand letter is attached hereto as **Exhibit "N"**.

42. Hillmount also delivered a NIES to the Debtors on June 19, 2024, in respect of the GSA. A copy of this NIES is attached hereto as **Exhibit "O"**.

VI. LACK OF TRANSPARENCY BY THE DEBTORS

43. In addition to the Defaults, the Debtors have demonstrated a lack of transparency with Hillmount, and a failure to honour their obligations under the terms of the Mortgage and Loan Agreement. This has contributed to the loss of confidence in management.

44. One of the more significant concerns, albeit not the only one, is in respect of environmental issues relating to the Real Property.

45. As set out at paragraph 32 of the Cervi Affidavit, on March 1, 2022, AgMedica received a Phase I Environmental Site Assessment ("**ESA**") report by JFM Environmental Limited ("**JFM**"), which detailed an investigation of the Real Property and the Chatham Facility. JFM concluded that, based on site operations and its investigation, potentially contaminating activities (PCAs) were suspected to have occurred at the Chatham Facility and at properties within the surrounding areas, and areas of potential environmental concern (APECs) were interpreted to exist. JFM concluded that further work, namely a Phase II ESA to assess the environmental condition of the site, was warranted.

46. JFM also noted that, given the age of the site building, it is possible that historically used hazardous building materials, such as asbestos and lead-based paints, may be found at the site. JFM recommended the performance of an asbestos-containing material (ACM) survey and, if required, an ACM management plan, and that a designated substances survey be undertaken prior to any renovation or demolition activities.

47. I participated on a telephone call with a representative of JFM and Mr. Peter Van Mol of the Debtors in 2022 where I learned that there were potential environmental concerns with the Real Property.

48. The Cervi Affidavit indicated at paragraph 34 that the Debtors "have not conducted a Phase II ESA at the Chatham Facility due to lack of liquidity". In fact, a draft Phase II ESA was prepared and delivered to the Debtors on August 12, 2022, and forwarded to Hillmount thereafter. This draft Phase II ESA raises concerns that will need to be addressed as part of any realization of the Real Property, the cost of which is unknown at this time but in my experience could be several million dollars.

49. These environmental issues are critical for Hillmount, as a mortgage lender. Hillmount's renewal of the Mortgage in 2022 was conditional upon the Debtors' completion of the Phase II ESA, which remains outstanding. On numerous occasions, I requested information from the Debtors as to the advancement of the Phase II ESA relating to the Real Property, to no avail. Management has failed to address this condition and Hillmount has no confidence that this would change in the future. It is unknown at this time how the issues identified in the draft Phase II ESA will affect the value of the Real Property.

50. The Debtors have also made misrepresentations to Hillmount regarding the property tax arrears that the Debtors have permitted to accumulate on the Real Property. I am advised by another Hillmount representative, Sharon Woolf, and verily believe, that the Debtors, including its representative Jason Cervi, advised Ms. Woolf (and Hillmount's CFO, Gary Spivak) during a call on May 10, 2024 that they had a payment plan in place with the Municipality of Chatham-Kent, but no evidence of any such payment plan has been provided to me, nor was any disclosed in the Cervi Affidavit. Further, in 2023 I had been advised by the Debtors that the property tax arrears would be paid in full by the end of 2023, but that did not occur. Property tax arrears in excess of $350,000 currently exist in respect of 2023 and year-to-date 2024.

51. I also asked Mr. Van Mol in an email dated June 7, 2023 whether all HST was current. Mr. Van Mol advised that it was, once the Canada Revenue Agency processed the Debtors' most recent return and adjustment request. I recently followed up with Ernst & Young Inc, the Monitor appointed pursuant to the Initial Order (as defined below) to ask about various liabilities of the Debtors, including whether there were any HST or other source deductions owing, whether there was any WSIB amounts owing, and to request copies of the Debtors' latest balance sheets and P&L statements. To date, no response has been provided.

VII. LOSS OF CONFIDENCE IN MANAGEMENT

52. In addition to the Debtors' lack of transparency and misrepresentations, Hillmount has no faith in the ability of management to effectively operate the business of the Debtors and manage their obligations. This includes the cease-trade order that was issued by the Ontario Securities Commission on August 8, 2023 (the "**Cease-Trade Order**"), which remains in place.

53. The Cease-Trade Order has had the effect of preventing Atlas from being able to raise capital either through debt or equity financing, as admitted in the Cervi Affidavit at paragraph 117.

54. Further, the Debtors' corporate group has a considerable history of insolvency proceedings, including:

(a) on December 2, 2019, pursuant to an application under the CCAA by AgMedica and some of its subsidiaries, AgMedica obtained an initial order under the CCAA. The Loan Agreement provided by Hillmount was entered into upon AgMedica's exit from the CCAA proceedings; and

(b) as disclosed at paragraph 62 of the Cervi Affidavit, on June 26, 2023, certain of Atlas Global Brand Inc.'s subsidiaries were placed into receivership as a result of a liquidation of their assets.

55. Now, the CCAA Application seeks further insolvency relief in respect of the Atlas corporate group, including the Debtors.

56. The Cervi Affidavit does not disclose any evidence that supports the ability of management of the Debtors to manage the financial affairs of the companies or provide any credible plan for a restructuring. During the three and nine months ended December 31, 2023, the CCAA Applicants had net losses of $5,018,910 and $2,373,722, respectively. As at December 31, 2023, the CCAA Applicants had a cumulative deficit of $18,881,703 and their current liabilities exceeded current assets by $26,079,900.

57. Based on a 13-week draft cash flow forecast, with a six-month projection, prepared by the CCAA Applicants in the days prior to the commencement of the CCAA proceeding and provided to me by the intended Monitor on June 17, 2024, the CCAA Applicants would have net cash receipts and disbursements of ($2,735,678) by end of December, 2024, with a contemplated debtor-in-possession ("**DIP**") facility in the amount of $3,000,000. These cash flows do not contemplate the repayment of the DIP principal amount, payment of DIP fees or interest, mortgage payments to Hillmount (or any other mortgagee), post-filing property taxes (only arrears are contemplated to be paid), and many other expenses that will necessarily be incurred. A copy of the draft 13-week cash flow forecast provided to me on June 17, 2024 is attached hereto as **Exhibit "P"**.

58. The CCAA Applicants' own draft cash flow projections do not demonstrate a sustainable business model going forward.

59. The Cervi Affidavit places significant emphasis on the partnership between Atlas and Snoop Dogg which was rolled out in July 2023 as part of Atlas' domestic strategy to increase revenues. This relationship has not proven to be sufficient to prevent the CCAA Application. This partnership has been in place for approximately one year now and there is no evidence it increased revenues. Collaborations with celebrities in the cannabis market are not unique to these Debtors. I am aware through public reporting that Canopy Growth recently terminated its collaboration with the Canadian rap superstar Drake.

60. The Cervi Affidavit also highlights excise taxes assessed by the Canada Revenue Agency on cannabis sales as a material detriment to the CCAA Applicants' ability to maintain a stable liquidity profile. This is a factor that could not be anticipated to change in the near future or as it relates to the Debtors specifically, and the CCAA Applicants' reliance on the hope of future legislative action to reduce their excise tax liability is indicative of the hopeful but unrealistic path forward contemplated by management of the CCAA Applicants, including the Debtors.

VIII. PROPOSED CCAA RESTRUCTURING

61. On June 20, 2024, the CCAA Applicants obtained an initial order under the CCAA (the "**Initial Order**"). The CCAA Application materials were not provided to Thornton Grout Finnigan LLP ("**TGF**"), counsel to Hillmount, until late the prior day, on June 19, 2024.

62. I am advised by TGF and verily believe that at the hearing in respect of the Initial Order, several secured creditors appeared in opposition to the granting of the Initial Order and the

priority charges that were sought by the CCAA Applicants, including Hillmount, Stoke Canada Finance Corp. ("**Stoke**"), Your Neighbourhood Credit Union, and AgriRoots.

63. The Initial Order provides that the terms of the order are expressly without prejudice to the rights of all parties to seek relief at the comeback hearing, including as it relates to any termination of the CCAA proceeding and the appointment of a receiver over the CCAA Applicants.

64. After reviewing the materials provided to date in the CCAA Application in respect of the proposed restructuring of the CCAA Applicants and given Hillmount's complete lack of confidence in the Debtors' management for the reasons set out herein, Hillmount does not support the continuation of the CCAA proceedings and seeks the appointment of a receiver over the Debtors.

IX. NECESSITY FOR THE APPOINTMENT OF A RECEIVER

65. In the circumstances, the appointment of a receiver over the Debtors is necessary and appropriate for the following reasons:

(a) Hillmount, and the other secured creditors of the CCAA Applicants, do not have confidence in management, and permitting a debtor-led process would be to the detriment of their secured creditors and other stakeholders;

(b) the Debtors have repeatedly defaulted on their obligations under the Loan Agreement and the Mortgage, as described herein. These defaults have not been remedied;

(c) the Mortgage and the GSA expressly authorize Hillmount to appoint a receiver in the event of default;

(d) the Debtors have failed to be forthcoming and transparent with Hillmount in the course of their financial dealings, and by omitting certain information relating to the environmental conditions affecting the Real Property and existence of the Phase II ESA in the CCAA Application materials. On a call with Jason Cervi of the Debtors on May 10, 2024 (which arose due to a bounced cheque), Hillmount was advised that property taxes would be brought current. The Debtors failed to disclose the current cash flow issues, including non-payment of source deductions and excise tax leading to the garnishment by Canada Revenue Agency, such that Hillmount was blindsided by the commencement of the CCAA proceeding;

(e) the Debtors have failed to comply with requests for information by Hillmount;

(f) the Debtors' proposed restructuring under the CCAA is doomed to fail and could have the effect of deteriorating Hillmount's security position, including through the granting of priming charges and failure to pay ongoing property taxes which form a priority on the Real Property;

(g) there are significant steps needed to be taken to monetize the Real Property, including in respect of any potential environmental concerns, and the Debtors have demonstrated no ability or willingness to appropriately take these steps; and

(h) it is just and convenient to appoint a receiver.

66. Hillmount proposes that PwC be appointed as Receiver over the Property of the Debtors, and not any property of the other CCAA Applicants.

67. Stoke, a secured creditor of Greenseal, is seeking the appointment of PwC as receiver over certain property of Greenseal. Having discussed the matter (directly, or through our

counsel TGF) with PwC, counsel for Stoke and counsel for AgriRoots, Hillmount is of the view that two separate receiverships with PwC as Receiver are appropriate in the circumstances. The AgMedica and Greenseal business operations and debt structures are separate and independent of one another. Two receivership estates would ensure more accurate tracking of work undertaken by the Receiver that relates to a particular aspect of one operation, advances made to fund one of the operations or an expenditure required to be made that relates to one of the two separate businesses. This will also benefit the separate secured creditor groups as they hold security on one, but not both, of the separate operations, and unsecured creditors whose claim is against a particular Debtor or operation.

68. PwC is prepared to act as the Receiver if so appointed in accordance with the terms of the draft appointment order. I am advised by D.J. Miller of Thornton Grout Finnigan LLP, our counsel herein, that PwC is a "licensed trustee" as such term is defined in the BIA and has extensive experience in Canadian insolvency proceedings, including cannabis companies. A copy of PwC's consent to act as the Receiver is attached hereto as **Exhibit "Q"**.

69. Hillmount is prepared to provide interim financing to the Receiver in the form of Receiver's Certificates, as provided for in the draft appointment order, subject to being satisfied as to the funding requirements.

70. For regulatory reasons, the scope of the Receiver's appointment sought by Hillmount would not include any cannabis assets or operations. In particular, the Receiver would not take possession of any asset of the Debtors for which any permit or license issued in accordance, or in connection, with the following legislation:

(a) *Excise Act, 2001*, S.C. 2002, c. 22;

(b) *Cannabis Act*, S.C. 2018, c. C.16;

(c) *Cannabis Control Act*, 2017 S.O. 2017, c. 26;

(d) Ontario Cannabis Retail Corporation Act, 2017, S.O. 2017, c. 26; or

(e) Cannabis License Act, 2018, S.O. 2018, c. 12,

and any regulations issued in connection therewith (collectively, the "**Controlled Substances Legislation**") is required (the "**Excluded Assets**").

71. The Receiver would also have no authority over the undertakings of the Debtors insofar as they concern the Excluded Assets (the "**Excluded Undertakings**") and would not manage, operate, carry on or control the business of the Debtors insofar as the business concerns the Excluded Assets or Excluded Undertakings (the "**Excluded Business**").

72. The Excluded Assets would remain in the possession and control of the Debtors (through the CRO, as discussed further below) and the Debtors would continue to have authority over the Excluded Undertakings and continue to manage, operate, carry on and control the Excluded Business in accordance with applicable Controlled Substances Legislation.

73. In addition, as a result of any potential environmental issues that may exist in respect of the Real Property, the Receiver will not take possession of the Real Property. The Receiver's engagement and powers as it relates to the Real Property would be limited to the marketing and sale of the Real Property (and such activities as may be incidental to same) and the collection of rents from the existing tenants.

X. NECESSITY FOR THE APPOINTMENT OF A CRO

74. Hillmount also seeks the appointment of David Blair as CRO of the Debtors in respect of the Excluded Assets, Excluded Undertakings and the Excluded Business. Hillmount is of

the view that the engagement of the CRO will assist in the liquidation process of the Excluded Assets, Excluded Undertakings and Excluded Business to maximize proceeds available for distribution to the Debtors' creditors. Following discussions (directly, or through our counsel TGF) with PwC, counsel for Stoke and counsel for AgriRoots, Hillmount has determined that it is most feasible and efficient to have the same firm appointed as Receiver but a separate CRO appointed for the two separate operations and facilities of the Debtors and the other entities that are subject to the receivership application brought by Stoke.

75. Based on my review of his credentials, Mr. Blair has significant experience in the Canadian cannabis sector. Mr. Blair served on the board of directors and was the Chief Financial Officer during the CCAA proceedings of Phoena Inc., et al., where he led the company through an exit from the CCAA proceeding.

76. The proposed Receiver Order also permits the CRO to retain consultants, including but not limited to, Darren Karasiuk. Based on my review of Mr. Karasiuk's credentials and input from TGF who is familiar with his experience, Mr. Karasiuk is a Canadian cannabis industry veteran. Mr. Karasiuk served as the Chief Restructuring Advisor in the CCAA proceedings of Phoena Inc., et al and was the CEO of Flowr Corp. (TSXV: FLWR) where he led the company through a CCAA proceeding. Prior to that, Mr. Karasiuk was founding CEO of Nova Cannabis (TSX: NOVC), one of Canada's largest cannabis retailers. A copy of Mr. Blair's and Mr. Karasiuk's LinkedIn profiles are attached hereto as **Exhibit "R"**.

77. A holder of a license to produce cannabis must have one individual as the "responsible person" who is responsible for the activities conducted under the license. PwC does not

hold this security clearance for purposes of the cannabis legislation. Mr. Blair currently holds the necessary approvals to preserve the applicable cannabis license and would be able to act as the "responsible person" under the relevant cannabis regulations and exercise decision-making authority relating to the Debtors' Excluded Assets, Excluded Undertakings and Excluded Business during the receivership.

78. As the Chatham Facility involves the production of cannabis, a responsible person will be needed to oversee all aspects of the cannabis operations, the liquidation process and maintain the AgMedica Cannabis License. Mr. Blair has the requisite experience and credentials to serve that role effectively as CRO. I am advised by Michael McTaggart of PwC that PwC, the proposed Receiver, is satisfied with the proposed CRO's qualifications, expertise and experience, and is supportive of his appointment.

79. PwC, in its capacity as intended Receiver, and Mr. Blair have entered into an engagement agreement whereby PwC, solely in its capacity as the intended Receiver of the Debtors, has engaged Mr. Blair to act as the CRO of the Debtors in respect of the Excluded Assets, Excluded Undertakings and Excluded Business pursuant to the terms thereof, expressly subject to the receivership Order being granted by the Court. A copy of the engagement agreement is attached hereto as **Exhibit "S"**.

80. Mr. Blair consents to his appointment as CRO of the Debtors in respect of the Excluded Assets, Excluded Undertakings and Excluded Business.

XI. CONCLUSION

81. I make this affidavit in support of the application brought by Hillmount for the appointment of the Receiver and the CRO, and in response to the CCAA Application and for no other or improper purpose.

AFFIRMED before me, by **ITZHAK (YITZ) LEVINSON**, in the City of Athens, Greece this 25th day of June, 2024 in accordance with *O. Reg.* 431/20, *Administering Oath or Declaration Remotely*. Commissioner for Taking Affidavits (or as may be)	**ITZHAK (YITZ) LEVINSON**

SCHEDULE "A"

PIN 00528 – 0224 (LT): FIRSTLY: PART LOT 19 CONCESSION 1 RALEIGH PARTS 1, 2, 3, 4 & 5 24R9361; SECONDLY: PART LOT 19 CONCESSION 1 RALEIGH PARTS 1, 4 & 5 24R7621 EXCEPT PARTS 1, 2, 3, 4 & 5 24R9361; SUBJECT TO AN EASEMENT OVER PT 4 24R9361 IN FAVOUR OF PT LT 20 CON 1 RALEIGH PT 1 24R1643 AS IN 340724; TOGETHER WITH AN EASEMENT OVER PT LT 19 CON 1 RALEIGH PT 1 24R1855 AS IN 164642; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 4 & 5 24R9361 AS IN 576414; SUBJECT TO AN EASEMENT OVER PART 3 24R9361 IN FAVOUR OF PT LT 19 CON 1 RALEIGH PTS 1, 4 & 5 24R7621 EXCEPT PTS 1, 2, 3, 4 & 5 24R9361 AS IN CK68020; SUBJECT TO AN EASEMENT OVER PT LT 19 CON 1 RALEIGH PTS 1, 2, 3, 4 & 5 24R9361 IN FAVOUR OF PT LT 19 CON 1 RALEIGH PTS 1, 4 & 5 24R7621 EXCEPT PTS 1, 2, 3, 4 & 5 24R9361 AS IN CK68020; TOGETHER WITH AN EASEMENT OVER PT LT 19 CON 1 RALEIGH PTS 1, 4 & 5 24R7621 EXCEPT PTS 1, 2, 3, 4 & 5 24R9361 AS IN CK68020; SUBJECT TO AN EASEMENT AS IN 164642; TOGETHER WITH AN EASEMENT OVER PT LT 19 CON 1 RALEIGH PT 3 24R9361 AS IN CK68020; TOGETHER WITH AN EASEMENT OVER PT LT 19 CON 1 RALEIGH PTS 1, 2, 3, 4 & 5 24R9361 AS IN CK68020; SUBJECT TO AN EASEMENT OVER PTS 1, 4 & 5 24R7621 EXCEPT PTS 1, 2, 3, 4 & 5 24R9361 IN FAVOUR OF PT LT 19 CON 1 RALEIGH PTS 1, 2, 3, 4 & 5 24R9361 AS IN CK68020; MUNICIPALITY CHATHAM-KENT

This is Exhibit “A” referred to in the
Affidavit of ITZHAK (YITZ) LEVINSON sworn by Itzhak (Yitz) Levinson of the City of Athens, in the Country of Greece, before me at the City of Toronto, in the Province of Ontario, this 25th day of June, 2024 in accordance with *O. Reg. 431/20, Administering Oath or Declaration Remotely*.

A Commissioner for taking affidavits

DEREK HARLAND

Corporations Canada
C. D. Howe Building
235 Queen St
Ottawa ON K1A 0H5

Corporations Canada
Édifice C.D.Howe
235 rue Queen
Ottawa ON K1A 0H5

Corporate Profile / Profil corporatif

Date and time of Corporate Profile (YYYY-MM-DD)	2024-06-16 6:13 PM	(AAAA-MM-JJ) **Date et heure du Profil corporatif**

CORPORATE INFORMATION — RENSEIGNEMENTS CORPORATIFS

Corporate name — **Dénomination**

8050678 CANADA INC.

Corporation number	805067-8	**Numéro de société ou d'organisation**
Business number	835959081RC0001	**Numéro d'entreprise**

Governing legislation — **Régime législatif**

Canada Business Corporations Act (CBCA) - 2011-12-12

Loi canadienne sur les sociétés par actions (LCSA) - 2011-12-12

Status — **Statut**

Active

Active

REGISTERED OFFICE ADDRESS — ADRESSE DU SIÈGE

566 Riverview Drive, Unit 104
Chatham ON N7M 0N2
Canada

ANNUAL FILINGS — DÉPÔTS ANNUELS

Anniversary date (MM-DD)	12-12	(MM-JJ) **Date anniversaire**
Filing period (MM-DD)	12-12 to/au 02-10	(MM-JJ) **Période de dépôt**

Status of annual filings — **Statut des dépôts annuels**

Not due	2024	N’est pas dû
Overdue	2023	En retard
Overdue	2022	En retard

Date of last annual meeting (YYYY-MM-DD)	2018-05-11	(AAAA-MM-JJ) **Date de la dernière assemblée annuelle**

Type — **Type**

Non-distributing corporation with 50 or fewer shareholders

Société n'ayant pas fait appel au public et comptant 50 actionnaires ou moins

DIRECTORS		**ADMINISTRATEURS**
Minimum number	1	**Nombre minimal**
Maximum number	15	**Nombre maximal**
Current number	1	**Nombre actuel**
Trevor Henry	19664 Charing Cross Road, Chatham-Kent ON N0P 1A0, Canada	

CORPORATE HISTORY / HISTORIQUE CORPORATIF

Corporate name history (YYYY-MM-DD) — (AAAA-MM-JJ) **Historique de la dénomination**

2011-12-12 to present / à maintenant — 8050678 CANADA INC.

Certificates issued (YYYY-MM-DD) — (AAAA-MM-JJ) **Certificats émis**

Certificate of Incorporation	2011-12-12	Certificat de constitution en société
Certificate of Amendment	2019-08-27	Certificat de modification
Amendment details:		Renseignements concernant les modifications aux statuts :
Province or Territory of Registered Office		Province ou territoire du siège social

Amendments details are only available for amendments effected after 2010-03-20. Some certificates issued prior to 2000 may not be listed.

Seuls les renseignements concernant les modifications effectuées après 2010-03-20 sont disponibles. Certains certificats émis avant 2000 pourraient ne pas être listés.

Documents filed (YYYY-MM-DD) — (AAAA-MM-JJ) **Documents déposés**

The Corporate Profile sets out the most recent information filed with and accepted by Corporations Canada as of the date and time set out on the Profile.

Le Profil corporatif fait état des renseignements fournis et acceptés par Corporations Canada à la date et à l'heure indiquées dans le profil.

Corporations Canada
C. D. Howe Building
235 Queen St
Ottawa ON K1A 0H5

Corporations Canada
Édifice C.D.Howe
235 rue Queen
Ottawa ON K1A 0H5

Corporate Profile / Profil corporatif

Date and time of Corporate Profile (YYYY-MM-DD)	2024-06-16 5:48 PM	(AAAA-MM-JJ) **Date et heure du Profil corporatif**

CORPORATE INFORMATION / RENSEIGNEMENTS CORPORATIFS

Corporate name / **Dénomination**

AgMedica Bioscience Inc.

Corporation number	1463693-7	**Numéro de société ou d'organisation**
Business number		**Numéro d'entreprise**
Governing legislation		**Régime législatif**

Canada Business Corporations Act (CBCA) - 2022-12-30

Loi canadienne sur les sociétés par actions (LCSA) - 2022-12-30

Status / **Statut**

Active

Active

REGISTERED OFFICE ADDRESS / ADRESSE DU SIÈGE

104-566 Riverview Drive
Chatham ON N7M 0M2
Canada

ANNUAL FILINGS / DÉPÔTS ANNUELS

Anniversary date (MM-DD)	12-30	(MM-JJ) **Date anniversaire**
Filing period (MM-DD)	12-30 to/au 02-28	(MM-JJ) **Période de dépôt**

Status of annual filings / **Statut des dépôts annuels**

Not due	2024	N’est pas dû
Overdue	2023	En retard

Date of last annual meeting (YYYY-MM-DD)	Not available / Pas disponible	(AAAA-MM-JJ) **Date de la dernière assemblée annuelle**

Type / **Type**

Not available

Pas disponible

DIRECTORS		**ADMINISTRATEURS**
Minimum number	1	**Nombre minimal**
Maximum number	3	**Nombre maximal**
Current number	2	**Nombre actuel**

Jason Cervi	104-566 Riverview Drive, Chatham ON N7M 5W7, Canada
Bernard Yeung	104-566 Riverview Drive, Chatham ON N7M 5W7, Canada

CORPORATE HISTORY / HISTORIQUE CORPORATIF

Corporate name history (YYYY-MM-DD) — (AAAA-MM-JJ) **Historique de la dénomination**

2022-12-30 to present / à maintenant	AgMedica Bioscience Inc.

Certificates issued (YYYY-MM-DD) — (AAAA-MM-JJ) **Certificats émis**

Certificate of Amalgamation — 2022-12-30 — Certificat de fusion

Corporations amalgamated — Corporations amalgamated

14060407 14060407 CANADA INC.
8705127 AgMedica Bioscience Inc.

Amendments details are only available for amendments effected after 2010-03-20. Some certificates issued prior to 2000 may not be listed.

Seuls les renseignements concernant les modifications effectuées après 2010-03-20 sont disponibles. Certains certificats émis avant 2000 pourraient ne pas être listés.

Documents filed (YYYY-MM-DD) — (AAAA-MM-JJ) **Documents déposés**

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Corporate Profile / Profil corporatif

Date and time of Corporate Profile (YYYY-MM-DD)	2024-06-16 5:59 PM	(AAAA-MM-JJ) **Date et heure du Profil corporatif**

CORPORATE INFORMATION / RENSEIGNEMENTS CORPORATIFS

Corporate name / **Dénomination**

TavivaT Naturals Inc.

Corporation number	1161337-5	**Numéro de société ou d'organisation**
Business number	777403510RC0002	**Numéro d'entreprise**

Governing legislation / **Régime législatif**

Canada Business Corporations Act (CBCA) - 2021-04-01

Loi canadienne sur les sociétés par actions (LCSA) - 2021-04-01

Status / **Statut**

Active

Active

REGISTERED OFFICE ADDRESS / ADRESSE DU SIÈGE

566 Riverview Drive, Unit 104
Chatham ON N7M 0N2
Canada

ANNUAL FILINGS / DÉPÔTS ANNUELS

Anniversary date (MM-DD)	04-01	(MM-JJ) **Date anniversaire**
Filing period (MM-DD)	04-01 to/au 05-31	(MM-JJ) **Période de dépôt**

Status of annual filings / **Statut des dépôts annuels**

Overdue	2024	En retard
Overdue	2023	En retard
Filed	2022	Déposé

Date of last annual meeting (YYYY-MM-DD)	2021-04-01	(AAAA-MM-JJ) **Date de la dernière assemblée annuelle**

Type / **Type**

Non-distributing corporation with 50 or fewer shareholders

Société n'ayant pas fait appel au public et comptant 50 actionnaires ou moins

DIRECTORS		ADMINISTRATEURS
Minimum number	1	**Nombre minimal**
Maximum number	5	**Nombre maximal**
Current number	1	**Nombre actuel**

Trevor Henry — 19664 Charing Cross Road, Blenheim ON N0P 1A0, Canada

CORPORATE HISTORY / HISTORIQUE CORPORATIF

Corporate name history (YYYY-MM-DD) — (AAAA-MM-JJ) **Historique de la dénomination**

2021-04-01 to present / à maintenant — TavivaT Naturals Inc.

Certificates issued (YYYY-MM-DD) — (AAAA-MM-JJ) **Certificats émis**

Certificate of Amalgamation — 2021-04-01 — Certificat de fusion

Corporations amalgamated — Corporations amalgamated

8326851 8326851 CANADA INC.
10561843 TavivaT Naturals Inc.
8393893 WORLDWIDE BEVERAGE INNOVATIONS INC. / INNOVATIONS BREUVAGE WORLDWIDE INC.
8895309 8895309 CANADA INC.

Amendments details are only available for amendments effected after 2010-03-20. Some certificates issued prior to 2000 may not be listed.

Seuls les renseignements concernant les modifications effectuées après 2010-03-20 sont disponibles. Certains certificats émis avant 2000 pourraient ne pas être listés.

Documents filed (YYYY-MM-DD) — (AAAA-MM-JJ) **Documents déposés**

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Corporate Profile / Profil corporatif

Date and time of Corporate Profile (YYYY-MM-DD)	2024-06-16 6:12 PM	(AAAA-MM-JJ) **Date et heure du Profil corporatif**

CORPORATE INFORMATION / RENSEIGNEMENTS CORPORATIFS

Corporate name / **Dénomination**

WELLWORTH HEALTH CORP.

Corporation number	1120133-6	**Numéro de société ou d'organisation**
Business number	716006085RC0001	**Numéro d'entreprise**

Governing legislation / **Régime législatif**

Canada Business Corporations Act (CBCA) - 2019-01-16

Loi canadienne sur les sociétés par actions (LCSA) - 2019-01-16

Status / **Statut**

Active

Active

REGISTERED OFFICE ADDRESS / ADRESSE DU SIÈGE

566 Riverview Drive, Unit 104
Chatham ON N7M 0N2
Canada

ANNUAL FILINGS / DÉPÔTS ANNUELS

Anniversary date (MM-DD)	01-16	(MM-JJ) **Date anniversaire**
Filing period (MM-DD)	01-16 to/au 03-17	(MM-JJ) **Période de dépôt**

Status of annual filings / **Statut des dépôts annuels**

Overdue	2024	En retard
Filed	2023	Déposé
Filed	2022	Déposé

Date of last annual meeting (YYYY-MM-DD)	Not available / Pas disponible	(AAAA-MM-JJ) **Date de la dernière assemblée annuelle**

Type / **Type**

Non-distributing corporation with 50 or fewer shareholders

Société n'ayant pas fait appel au public et comptant 50 actionnaires ou moins

DIRECTORS		ADMINISTRATEURS
Minimum number	1	**Nombre minimal**
Maximum number	10	**Nombre maximal**
Current number	1	**Nombre actuel**
Trevor Henry	19664 Charing Cross Rd, Chatham ON N0P 1A0, Canada	

CORPORATE HISTORY — HISTORIQUE CORPORATIF

Corporate name history (YYYY-MM-DD) — (AAAA-MM-JJ) **Historique de la dénomination**

2019-01-16 to / à 2019-06-14	11201336 CANADA INC.
2019-06-14 to present / à maintenant	WELLWORTH HEALTH CORP.

Certificates issued (YYYY-MM-DD) — (AAAA-MM-JJ) **Certificats émis**

Certificate of Incorporation	2019-01-16	Certificat de constitution en société
Certificate of Amendment Amendment details: Other	2019-04-17	Certificat de modification Renseignements concernant les modifications aux statuts : Autre
Certificate of Amendment Amendment details: Corporate name	2019-06-14	Certificat de modification Renseignements concernant les modifications aux statuts : Dénomination sociale

Amendments details are only available for amendments effected after 2010-03-20. Some certificates issued prior to 2000 may not be listed.

Seuls les renseignements concernant les modifications effectuées après 2010-03-20 sont disponibles. Certains certificats émis avant 2000 pourraient ne pas être listés.

Documents filed (YYYY-MM-DD) — (AAAA-MM-JJ) **Documents déposés**

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Le Profil corporatif fait état des renseignements fournis et acceptés par Corporations Canada à la date et à l'heure indiquées dans le profil.

Ontario

Ministry of Public and
Business Service Delivery

Profile Report

5047346 ONTARIO INC. as of June 16, 2024

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	5047346 ONTARIO INC.
Ontario Corporation Number (OCN)	5047346
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Amalgamation	April 01, 2021
Registered or Head Office Address	566 Riverview Drive, Unit 104, Chatham, Ontario, N7M 0N2, Canada

Active Director(s)

Minimum Number of Directors	1
Maximum Number of Directors	10

Name	TREVOR HENRY
Address for Service	19664 Charing Cross Road, Blenheim, Ontario, N0P 1A0, Canada
Resident Canadian	Yes
Date Began	April 01, 2021

Active Officer(s)

Name	TREVOR HENRY
Position	President
Address for Service	19664 Charing Cross Road, Blenheim, Ontario, N0P 1A0, Canada
Date Began	April 01, 2021

Name	TREVOR HENRY
Position	Chief Executive Officer
Address for Service	19664 Charing Cross Road, Blenheim, Ontario, N0P 1A0, Canada
Date Began	April 01, 2021

Name	PETER VAN MOL
Position	Treasurer
Address for Service	10714 Talbot Trail, Blenheim, Ontario, N0P 1A0, Canada
Date Began	April 01, 2021

Name	PETER VAN MOL
Position	Secretary
Address for Service	10714 Talbot Trail, Blenheim, Ontario, N0P 1A0, Canada
Date Began	April 01, 2021

Name	PETER VAN MOL
Position	Chief Financial Officer
Address for Service	10714 Talbot Trail, Blenheim, Ontario, N0P 1A0, Canada
Date Began	April 01, 2021

Corporate Name History

Name	5047346 ONTARIO INC.
Effective Date	April 01, 2021

Amalgamating Corporations

Corporation Name	2472602 ONTARIO INC.
Ontario Corporation Number	2472602
Corporation Name	2642466 ONTARIO INC.
Ontario Corporation Number	2642466
Corporation Name	ESEELA INC.
Ontario Corporation Number	2497011

Active Business Names

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

Expired or Cancelled Business Names

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

Document List

Filing Name	Effective Date
Archive Document Package	June 17, 2022
CIA - Notice of Change PAF: KELLY J. CHARBONNEAU - OTHER	July 05, 2021
CIA - Initial Return PAF: JOHN NORMAN BEDARD - OTHER	April 20, 2021
BCA - Articles of Amalgamation	April 01, 2021

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

This is Exhibit “B” referred to in the
Affidavit of ITZHAK (YITZ) LEVINSON sworn by Itzhak (Yitz) Levinson of the City of Athens, in the Country of Greece, before me at the City of Toronto, in the Province of Ontario, this 25th day of June, 2024 in accordance with *O. Reg. 431/20, Administering Oath or Declaration Remotely*.

A Commissioner for taking affidavits

DEREK HARLAND

HILLMOUNT CAPITAL

September 30, 2020

Secured Exit Facility Agreement (the "Commitment")

AgMedica Bioscience Inc.
111 Heritage Road, Suite 200
Chatham, ON N7M 5W7

Attention: Peter Van Mol and Trevor Henry

Dear Sirs:

RE: 1st Mortgage/Charge against 566 Riverview Drive, Chatham-Kent, ON, N7M 5J5 and all present and after acquired assets and property (the "Property")

We understand that AgMedica Bioscience Inc., 2472602 Ontario Inc., 2642466 Ontario Inc., 8895309 Canada Inc., Wellworth Health Corp., 8050678 Canada Inc., 8326851 Canada Inc., Tavivat Naturals Inc., World Wide Beverage Innovations Inc., Unique Beverages (USA) Inc. and Eseela Inc. (collectively, (the "**Borrower**")) sought and were granted protection under the *Companies' Creditors Arrangement Act* (the "**CCAA**") pursuant to an initial order dated December 2, 2019 and a subsequent amended and restated initial order dated December 12, 2019 (the "**CCAA Proceedings**") from the Ontario Superior Court of Justice (Commercial List), which, among other things, appointed Ernst & Young Inc. as the court-appointed monitor (in such capacity, the "**Monitor**").

The Borrower filed a plan of compromise and arrangement (the "**Plan**") which provides, among other things, for the coordinated restructuring and recapitalization of the Borrower and a stronger financial foundation and sufficient working capital to emerge from the CCAA Proceedings as a going concern business. We wish to confirm that, based upon and subject to the accuracy of information furnished to us with respect to the Plan and the Borrower's CCAA Proceedings exit strategy, the mortgage financing on the subject security has been approved subject to the following terms and conditions set out below:

MORTGAGEE:	Hillmount Capital Inc. and/or its investors or assignees (the "**Lender**")
BORROWER(S):	AgMedica Bioscience Inc., 2472602 Ontario Inc., 2642466 Ontario Inc., 8895309 Canada Inc., Wellworth Health Corp., 8050678 Canada Inc., 8326851 Canada Inc., Tavivat Naturals Inc., World Wide Beverage Innovations Inc., Unique Beverages (USA) Inc. and Eseela Inc. (the "**Borrower**")
LOAN AMOUNT:	$3,000,000.00
PROPERTY DESCRIPTION:	1. 566 Riverview Drive is comprised of 12.59 acres of industrial land owned by 2472602 Ontario Inc. and currently improved with a 242,706 SF multi-tenant industrial building with 102,462 SF being occupied by AgMedica Bioscience Inc. (a related company). 2. Current assets and property of the Borrower including, but not limited to, all equipment and machinery, accounts receivable, vehicles, fixtures, inventory, etc.

Borrower(s)/Guarantor(s) Initials: 1

FEES:	Lender Commitment Fee – 2.00% Lender Legal Fees, Disbursements and HST – To be determined by Lender's solicitor Appraisal Fee – Borrower to pay and deal with directly (Your acceptance of this Commitment will be your undertaking to pay these costs whether or not this mortgage is advanced).
INTEREST RATE & PAYMENT:	Interest shall be compounded and calculated monthly at **11.50% per annum** and will be repayable monthly, in arrears, by direct withdrawal in the amount **$28,750.00**, to be provided on or before closing. Interest adjustment date to the 1st of the following month. Principal shall be partially paid down by way of monthly instalments, by direct withdrawal in the amount of $50,000 during the term.
AMORTIZATION:	0, Interest Only
CLOSING DATE:	The funding date is to be no later than **October 2, 2020** and not sooner than 3 full business days from receipt of fully executed commitment, receipt of non-refundable work fee, and satisfactory receipt of material requested by the Lender. It is further conditional upon the Lender's solicitor receiving all requisitioned material on a timely basis. The closing date may be advanced as agreed to by the Lender's and Borrowers' solicitors. [In the event the funds have not been advanced pursuant to the terms of this commitment by **October 9, 2020** the obligations of the Lender hereunder, including the obligation to make any advance of funds, shall cease and the Borrower shall remain liable for all amounts set out herein.] The Borrower acknowledges that this is a rush transaction and that there are matters that are beyond the Lender's control or matters that could arise which the Lender is not even aware of as of the date hereof, which may impede or prevent the Lender from advancing funds on October 2, 2020. The Borrower hereby releases the Lender and its assignees from all claims, costs, damages, suits, actions, moneys, etc. which the Borrower may incur or sustain as a result of the Lender's not advancing the funds hereunder by October 2, 2020.
LENDER'S SOLICITOR:	Joseph Fried - Fogler Rubinoff LLP Tel: (416) 941-8836 Fax: (416) 941-8852 Email: jfried@foglers.com
TERMS OF LOAN & PREPAYMENT PRIVILEGE:	This loan will mature in 12 months. When not in default the Borrower shall have the right to prepay the loan upon payment of 1 month's interest as a bonus in the 1st 6 months and thereafter upon providing 30 days written notice.
VALUE OF SECURITY:	566 Riverview Drive - $6,000,000.00 Forced Liquidation Value of Equipment - $2,000,000.00
ADVANCES:	The proceeds of this Loan shall be advanced less the following: a) Lender fees (including processing fee); b) Legal fees and disbursements plus HST thereon; c) Interest adjustment payment to the 1st of the month; d) Insurance consultant fees (if applicable); and e) Other amounts, if applicable, to be determined prior to closing.
PURPOSE OF LOAN:	The Loan has been requested by the Borrower to: (i) facilitate the Plan (including repayment of secured and unsecured claims under the CCAA Proceedings); and, (ii) fund

Borrower(s)/Guarantor(s) Initials: ______

the Borrower's working capital requirements and certain capital expenditures following the Plan implementation.

SECURITY:

1. 1st Mortgage on 566 Riverview Drive.
2. General Security Agreement from the Borrower granting a 1st priority over any and all present and after acquired assets and property of the Borrower used in connection with or arising from or out of the Property (including without limitation, a General Security Agreement (PPSA) creating a security interest in and over all personal property and assets including all equipment and machinery, vehicles, fixtures, furniture used in connection with the Property) and all after-acquired assets and property of the Borrower in a form to be determined by the Lender's solicitor.
3. Title insurance with coverages acceptable to the Lender.
4. Fire and building "All Risk" insurance as determined and verified by the Lender's insurance consultant (the cost of the insurance review is the responsibility of the Borrower). The Lender will be noted on the policy as mortgagee and loss payee. Insurance coverage of replacement cost on Property (and to be not less than the full 100% "Replacement Cost") and $2 million in liability.
5. General Assignment of Rents and Leases and Tenant Acknowledgments in a form to be determined by the Lender's solicitor as well as a postponement and subordination from the related tenant, Agmedica Bioscience Inc.
6. Assignment of all insurance policies.
7. Priority Agreement with 2nd mortgage Lender in form satisfactory to the Lender's solicitor.
8. Such other security, documentation or assurance, as may be required by the Lender or the Lender's solicitor.

ADDITIONAL CONDITIONS AND REPRESENTATIONS:

This commitment is subject to the following conditions to be satisfied at the time of advance of funds under this commitment which conditions the Lender in its sole discretion may waive in full or in part:

1. Satisfactory review by the Lender's solicitor of a court order approving the Plan and terminating the CCAA Proceedings including the granting of the security to the Lender as contemplated hereunder and an amended order if required.
2. Written acceptance of the Commitment by the Borrower.
3. The Borrower will attend to the lawful execution and delivery of such documents as the solicitors for the Lender may deem necessary or advisable to fulfill the terms and conditions of the agreement (including a copy of an up-to-date survey of the Property (may not apply with Title insurance)).
4. We are to receive the favourable opinion Lender's solicitors with respect to the priority, validity and enforceability of the mortgage and all other requirements usual to a transaction of this nature (including any documents deemed necessary to close the transaction by Lender's solicitor).
5. Satisfactory inspection of the Property by the Lender and its agent, if so required by Lender.
6. Satisfactory due diligence review of the following:
    a. The pro-forma financials of the Borrower which are to indicate that the Borrower can afford the monthly interest payments. If the Lender is not satisfied, an interest reserve may be set up as part of the Loan. (Satisfied)
    b. The exit strategy. (Satisfied)
    c. Confirmation that the Borrower is current on all its filings and all its deemed trust payments (i.e. WSIB, source deductions, HST). Borrower shall provide the Lender with status updates on all its filings at the request of the Lender during the term.

Borrower(s)/Guarantor(s) Initials: ____

d. Confirmation that the Borrower is compliant with all applicable material federal, provincial and municipal laws, regulations and policies in relation to their activities.
e. Confirmation of the names of the shareholders, directors and owners of the Borrower and confirmation that they will not sell their shares while the Loan is still outstanding, save for transfers of shares for tax planning purposes to non-arms length parties.

7. All property taxes to be current at the time of closing. Any arrears in property taxes must be paid in full prior to closing or from the proceeds of this Loan. Borrower(s) to pay property taxes directly and provide confirmation to the Lender, on a quarterly basis, that the property taxes are up to date.
8. Satisfactory review of the (a) rent roll indicating the tenant names, details of leases (lease start date, lease expiry, lease amount (on a net basis), TMI collected, SF of tenanted space, etc.), (b) operating statements and (c) leases.
9. Satisfactory review of the leases in place by Lender's solicitor and tenant acknowledgements to be addressed to the Lender in a form satisfactory to the Lender's solicitor.
    a. Any related party leases will agree in writing to postpone and subordinate its interests under its tenancy to the interests of the Lender.
10. Satisfactory review of all property related documents that may be required by the Lender including realty tax bills, insurance, utility bills, structure of property ownership and survey.
11. A copy of an up-to-date survey of the Property (may not apply with Title insurance) and the site layout (if one exists).
12. Please see Schedule "A" for additional terms of the mortgage which are not necessarily preconditions to the closing.
13. Borrower consents that they have the power, capacity and authority to enter into this commitment and to complete this transaction, which has been duly authorized, where required, by all necessary corporate action and that no consents are necessary for this transaction to be completed.
14. The Borrower hereby represents and warrants that they have the ability to service the mortgage debt.
15. The Borrower hereby represents and warrants that they have, or will have, good and marketable title to the Property to be mortgaged as security for the Loan in this Commitment and that the agreements herein, on the part of the Borrower to grant a mortgage to the Lender, constitutes an equitable charge on the Property pursuant to this Commitment.
16. No subsequent encumbrances, debt or other mortgages with respect to the Property without the Lender's written consent.
17. Satisfactory review of adequate fire and building "all risk" insurance by Lender or its independent insurance advisor. The Lender is to be added mortgagee and as loss payee (as applicable). The cost of the insurance review by the advisor is the responsibility of the Borrower.
18. Notwithstanding anything contained in the mortgage, it is hereby agreed by and between the Lender and the Borrower that any monies tendered in respect of the mortgage payments or other payments due shall be paid by 1 p.m. on the business day upon which they are due. If received after that time (i.e. for computing interest), the monies will be deemed to be received the next business day.
19. Mortgage is non-transferable and non-assumable except at the option of the Lender.
20. The Borrower represents and warrants that the lands and all activities comply with all environmental laws and that the lands contain no hazardous substances, have not been subject to previous remediation or clean-up of hazardous substances and there

are no investigations or other actions arising under or relating to environmental laws. All existing environmental assessments, audits, tests and reports relating to the lands within the knowledge of the Borrower has been delivered to the Lender.

21. In the event the Borrower sells, conveys, transfers their interest into any agreement of sale or otherwise encumbers the Title to the mortgaged premises, or defaults in the payment of any prior encumbrances or mortgages, or defaults in the payment of any taxes against the mortgaged premises, then all monies then outstanding, together with accrued interest, default fees and other prepayment penalties shall forthwith become due and payable.
22. If at any time or from time to time, any default or breach of covenant occurs under any other encumbrance registered against the Property, it shall constitute a default hereunder and under the Mortgage/Charge granted pursuant hereto and any other obligation owing to the Lender. At the Lender's option, the entire principal sum owing hereunder together with interest and all costs and fees shall become immediately due and payable.
23. The Borrower shall execute an irrevocable authorization that permits the utility companies, insurance companies, taxing authorities, and mortgage companies directly involved in the secured Property to discuss matters relevant to the Lender's interest in the event of a default in the mortgage.
24. The Borrower shall execute and deliver whatever consents are required by the Lender and its solicitors concerning the release and disclosure of information by the Lender to third parties and by third parties to the Lender in accordance with provisions of the *Personal Information Protection and Electronic Documentation Act* (Canada).
25. Satisfactory confirmation by the Borrower that there are no outstanding work orders, notices of violations or other municipal or governmental authorities affecting the Property.
26. Satisfactory evidence (as determined by Lender's solicitor) that prior discharged mortgages have been paid and properly discharged.
27. Such other security, assurances and / or documents as may be required by our solicitors.
28. The Borrower shall make payments of $50,000 monthly to be applied to principal during the term.
29. Prior to maturity, satisfactory review of the Phase 1 environmental reports and / or Phase 2 environmental reports on the Property by a Lender approved environmental consultant. The environmental reviews are to be addressed to the Lender. Borrower will be responsible for consultant fees. Should the Phase 2 indicate any contamination, the report should include the cost to remedy.
30. At the Lender's sole discretion, the Lender will agree to renew the mortgage for an additional 12-month term under the following conditions:
    a. The mortgage is current and has not been in default during the term of the mortgage including payment of interest and principal monthly.
    b. Receipt of the environmental reports pursuant to section 29 above.
    c. There will be a renewal fee of 1.00% of the Loan Amount.

GENERAL: The provisions of this letter and commitment agreement resulting from your acceptance thereof shall remain binding and effective notwithstanding the closing of the mortgage transaction.

SCHEDULES ATTACHED: The following attached schedule(s) form a part of this Term Sheet:
SCHEDULE A – Conditions
SCHEDULE B – Insurance Requirements

EXPIRY OF COMMITMENT: This commitment shall be open for acceptance until **5:00pm** on **October 1, 2020** after which the commitment shall be deemed revoked.

OTHER: The Borrower hereby consents to Hillmount Capital Inc. and/or the Lender (and its authorized agents or other representatives) obtaining, using and disclosing of credit and/or any and all personal information on the Borrower from any source as may be necessary for Hillmount Capital Inc. and/or the Lender to complete its due diligence and to proceed with the transactions contemplated herein and such other collection, use and disclosure of any and all personal information about the undersigned as may be required or permitted by law. Each source is hereby authorized to provide such information to Hillmount Capital Inc. and / or the Lender. The Lender's lawyer is authorized by the Borrower to forward all information and documentation regarding this transaction to Hillmount Capital Inc. and / or the Lender.

In the event you are in agreement with the terms and conditions herein, please sign and return this letter as proof of acceptance to us by **5:00pm** on **October 1, 2020**. The Borrower acknowledges having received and/or executed a "Disclosure to Borrower" at least 48 hours prior to signing this commitment and a copy has been retained by the Borrower. In case of any discrepancy or conflict between any provision of this commitment letter and any provision of the Mortgage or other security provided, the Lender may, in its sole discretion, determine which provisions shall prevail.

Yours truly,

Hillmount Capital
416-849-0322
Lic. #10453 and #11925

Borrower(s)/Guarantor(s) Initials: ____________

ACCEPTED

The Borrower / Guarantor hereby accept this Commitment and confirm their agreement with all of the terms and conditions thereof, having either obtained independent legal advice or having been satisfied that legal advice is not required. The Lender's Commitment Fee is fully earned by the Lender upon acceptance of the terms of this Commitment (the "**Commitment Fee**"). The Commitment Fee is due and payable with a deposit of **$15,000.00** (the "**Deposit**") by certified cheque or etransfer payable to the Lender upon acceptance hereof and the balance of the Commitment Fee is due on the earlier of the advance of funds hereunder or the date of termination of the Commitment (unless such termination of the Commitment results from a default of the Lender). The Borrower / Guarantor agree that if the Loan is not advanced by the closing date, the Deposit is forfeited to the Lender as liquidated damages, and not as a penalty, without prejudice to the Lender's right to be paid the Commitment Fee, all costs incurred by the Lender in connection with this Commitment and Loan, including Broker fees, insurance consultant fees, and legal costs and to claim such further and other damages the Lender may sustain (collectively the "Lender's Costs"). Providing the Loan is advanced fully on or before the closing date, the Deposit will be applied towards the Commitment Fee. Regardless of whether the above conditions are met, or the Loan is advanced, upon signing this Commitment, the Borrower / Guarantor agree that they are liable, save if the Lender is in default, for the balance of the Commitment Fee and all the Lender's costs.

Accepted this 1st day of October 2020.

Borrowers

____
Name: AgMedica Bioscience Inc.
A.S.O.
I have authority to bind the corporation.

____
Name: AgMedica Bioscience Inc.
A.S.O.
I have authority to bind the corporation.

____
Name: 2472602 Ontario Inc.
A.S.O.
I have authority to bind the corporation.

____
Name: 2642466 Ontario Inc.
A.S.O.
I have authority to bind the corporation.

____
Name: 8895309 Canada Inc.
A.S.O.
I have authority to bind the corporation.

____
Name: 2472602 Ontario Inc.
A.S.O.
I have authority to bind the corporation.

____
Name: Wellworth Health Corp.
A.S.O.
I have authority to bind the corporation.

____
8050678 Canada Inc.
A.S.O.
I have authority to bind the corporation.

____
Name: 8326851 Canada Inc.
A.S.O.
I have authority to bind the corporation.

____
Name: Tavivat Naturals Inc.
A.S.O.
I have authority to bind the corporation.

Name: World Wide Beverage Innovations Inc.
A.S.O.
I have authority to bind the corporation

Name: Unique Beverages (USA) Inc.
A.S.O.
I have authority to bind the corporation.

Name: Eseela Inc.
A.S.O.
I have authority to bind the corporation

Borrower's Solicitor

Name: Rebecca Kennedy

Firm: TGF

Phone: 416-304-0603

Email: rkennedy@tgf.ca

Borrower(s)/Guarantor(s) Initials:

SCHEDULE A – CONDITIONS

ACCRUED AND EARNED INTEREST	Accrued interest calculated from the date that this mortgage is advanced to the Interest Adjustment Date will be deducted from the gross funds advanced. The Interest Adjustment Date is set at the Mortgagee's option. The Borrower shall not be entitled to receive interest, if any, on any funds held in trust by the Lender. Any interest earned shall accrue to the Lender.
ASSIGNMENT OF COMMITMENT & ROLE OF BROKERAGE	Neither this Commitment nor the Mortgage/Charge loan is assignable by the Borrower(s) without the Lender's consent. The Lender is a licenced brokerage and for the purposes of this transaction, is acting as a representative of the Lender but not the Borrower (unless otherwise noted by way of a Borrower Disclosure between the Lender and Borrower).
FIRE INSURANCE	Fire and extended insurance coverage in a form and for an amount acceptable to the Lender is to be taken out with an insurance company or insurance companies approved by us for the full insurable value of the Mortgage/Charge property and assigned to Lender. Co-insurance is not acceptable.
LEGAL AND OTHER COSTS AND FEES	All legal, appraisal, survey, title insurance premiums, environmental audits, and other costs and fees incurred in connection with this Mortgage/Charge loan are payable by the Borrower(s) whether or not the loan is ultimately completed and the funds advanced.
PREPAYMENT RESTRICTIONS	It is intended and agreed that the Mortgage/Charge loan may not be prepaid prior to the maturity date unless provided herein.
REGULATIONS	The Charged/Mortgaged property must comply with all municipal, provincial and federal statues, regulations and requirements.
SURVEY REQUIREMENTS	Prior to any advance of funds under the mortgage loan, Lender will require a survey acceptable to it, showing the lands and the location of the buildings to be secured by this Mortgage/Charge. This survey is to be prepared, dated, signed and sealed by a duly qualified Provincial Land Surveyor and is to indicate the land area of the property and the location of all improvements and easements or rights-of-way. At the sole discretion of the Lender's lawyer, the survey requirement may not apply with title insurance.
TAXES	Any tax bills issued and unpaid at the interest adjustment date are to be paid in full from the proceeds of this mortgage loan. At closing, and at the Lender's option, the Borrower shall establish with the Lender a property tax escrow account (and undertakes to provide funds to establish the subject account satisfactory to the Lender), and the Borrower agrees to pay the Lender 1/12 of the annual taxes on a monthly basis, and the Lender will remit same to the local municipality as taxes are due. No interest will be paid to the Borrower on funds held in the property tax escrow account. If a tax escrow account is not established, the Lender can request evidence from the Borrower that all realty taxes due and owing to the municipality within which the mortgaged lands are situated have been fully paid or are current for the calendar year.
PURCHASER APPROVAL	The Charge/Mortgage will be due on sale of the property with bonus and may not be assigned by the borrower without prior written consent and approval of the Lender, which consent may be reasonably withheld.
ASSIGNMENT AND SYNDICATION BY LENDER	The Lender shall have 7 normal business days following the acceptance of this Mortgage Commitment, and upon receipt of all requested underwriting information to assign all or part of the of the loan in an amount to be determined by the Lender at its discretion and subject to terms satisfactory to the Lender. The Commitment is conditional upon the Lender being able to syndicate the Loan, failing which, the Lender may terminate this Commitment.
TITLE INSURANCE	At the Lender's sole option, the Borrower may be required to provide title insurance for the mortgaged property. The cost of the title insurance shall be at the Borrower's expense.
ADDITIONAL PROVISIONS	Our current schedule of administration and servicing fees include (but not limited to) the following charges:
$500.00	Missed payment fee: Payable for each missed or late installment payment and for replacing and processing each NSF cheque or returned payment for any charge on this property (ie 1st and / or 2nd mortgagee) or any other creditor (ie utility company, property taxes, etc).
$300.00	Insurance: Payable for dealing with each cancellation, premium payment or other non-compliance with insurance requirements.
$2,000.00	Default: Payable for each act or proceeding instituted.
$100.00	Mortgage Statements: For preparation of each statement.
$300.00	Lenders administration fee for renewal or discharge of this mortgage.
$5,000.00	Possession: For attending to take possession following default.
$300.00	Administration: For administering maintenance and security of the property in our possession, per day.
$300.00	Mortgage Discharge & Statement Fee: For discharge on one property. $100.00 for each additional property.
$250.00	Tax Default Fee: For failure by the Borrower to provide satisfactory confirmation of tax payments.
$200.00	Annual Tax Account Administration Fee: For administering and maintaining the tax account
$300.00	For each written request necessitated by the mortgagor not replacing dishonoured cheques forthwith
$250.00	Failure to notify mortgagee of registration of lien by the Condominium Corporation for common maintenance arrears
$395.00	For each hour of administrative time spent by the Mortgagee or its agent in dealing with issues of default related to these mortgages. This rate does not apply to solicitor services
$395.00	Mortgage Insurance Admin Fee
$300.00	Inspection Fee (per property)
$90.00	Bank Wire Transfer Fee
	The Lender reserves the right to charge reasonable fees for other administrative services. Renewal and renewal fee to be at the discretion of the Mortgagee. In the event of a further occurrence of the administrative fees as set out herein, the administrative fees shall increase by a further sum of $50.00 and this shall be on a cumulative basis.

Borrower(s)/Guarantor(s) Initials: ______

This is Exhibit “C” referred to in the
Affidavit of ITZHAK (YITZ) LEVINSON sworn by Itzhak
(Yitz) Levinson of the City of Athens, in the Country of
Greece, before me at the City of Toronto, in the Province of
Ontario, this 25th day of June, 2024 in accordance with
O. Reg. 431/20, Administering Oath or Declaration Remotely.

A Commissioner for taking affidavits

DEREK HARLAND

ACKNOWLEDGEMENT AND DIRECTION
Re: Electronic Registration

TO: **All Lawyers or any duly authorized employee of FOGLER, RUBINOFF LLP ("FR") and its successor firm**

Re: **Hillmount Capital Mortgage Holdings Inc. (the "Lender") loan to, inter alia, 2472602 Ontario Inc. (the "Chargor") evidenced by a Note and secured by a first charge (the "Charge") against the title to: FIRSTLY: PART LOT 19 CONCESSION 1 RALEIGH PARTS 1, 2, 3, 4 & 5 24R9361; SECONDLY: PART LOT 19 CONCESSION 1 RALEIGH PARTS 1, 4 & 5 24R7621 EXCEPT PARTS 1, 2, 3, 4 & 5 24R9361; SUBJECT TO AN EASEMENT OVER PT 4 24R9361 IN FAVOUR OF PT LT 20 CON 1 RALEIGH PT 1 24R1643 AS IN 340724; TOGETHER WITH AN EASEMENT OVER PT LT 19 CON 1 RALEIGH PT 1 24R1855 AS IN 164642; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 4 & 5 24R9361 AS IN 576414; SUBJECT TO AN EASEMENT OVER PART 3 24R9361 IN FAVOUR OF PT LT 19 CON 1 RALEIGH PTS 1, 4 & 5 24R7621 EXCEPT PTS 1, 2, 3, 4 & 5 24R9361 AS IN CK68020; SUBJECT TO AN EASEMENT OVER PT LT 19 CON 1 RALEIGH PTS 1, 2, 3, 4 & 5 24R9361 IN FAVOUR OF PT LT 19 CON 1 RALEIGH PTS 1, 4 & 5 24R7621 EXCEPT PTS 1, 2, 3, 4 & 5 24R9361 AS IN CK68020; TOGETHER WITH AN EASEMENT OVER PT LT 19 CON 1 RALEIGH PTS 1, 4 & 5 24R7621 EXCEPT PTS 1, 2, 3, 4 & 5 24R9361 AS IN CK68020; SUBJECT TO AN EASEMENT AS IN 164642; TOGETHER WITH AN EASEMENT OVER PT LT 19 CON 1 RALEIGH PT 3 24R9361 AS IN CK68020; TOGETHER WITH AN EASEMENT OVER PT LT 19 CON 1 RALEIGH PTS 1, 2, 3, 4 & 5 24R9361 AS IN CK68020; SUBJECT TO AN EASEMENT OVER PTS 1, 4 & 5 24R7621 EXCEPT PTS 1, 2, 3, 4 & 5 24R9361 IN FAVOUR OF PT LT 19 CON 1 RALEIGH PTS 1, 2, 3, 4 & 5 24R9361 AS IN CK68020; MUNICIPALITY CHATHAM-KENT**

566 Riverview Drive, Chatham-Kent, Ontario (the "Property")

All capitalized terms used herein but not defined shall have the meaning ascribed thereto in the Charge.

This will confirm that:

1. The undersigned have reviewed the information contained on the documents attached hereto and this information is accurate.

2. You are authorized and directed to sign and register electronically the following documents on the Chargor's behalf, copies of which are attached hereto.

   Charge/Mortgage
   Chargor: 2472602 Ontario Inc.
   Chargee: Hillmount Capital Mortgage Holdings Inc.
   Principal: $3,000,000.00

   General Assignment of Rents
   Assignor: 2472602 Ontario Inc.
   Assignee: Hillmount Capital Mortgage Holdings Inc.

3. You are hereby authorized and directed to enter into an escrow closing arrangement substantially in the form attached hereto being a copy of the version of the Document Registration Agreement, which appears on the website of the Law Society of Ontario as of the date hereof. The undersigned hereby acknowledge the said Agreement has been reviewed by the undersigned and that the undersigned shall be bound by its terms.

4. You are authorized to insert any information that may be required in the documents described in this Acknowledgement and Direction that may not be available to you at the time of execution of this Acknowledgement and Direction.

5. The effect of the electronic documents described in this Acknowledgement and Direction has been fully explained to the undersigned by the undersigned's own independent solicitor(s), and the undersigned understand that the undersigned are parties to and bound by the terms and provisions of these electronic documents to the same extent as if the undersigned had signed these documents.

6. The Chargor in fact the party (or authorized signing officer of the parties) named in the electronic documents described in this Acknowledgement and Direction and the undersigned have not misrepresented the undersigned's identities to you or to the undersigned's own independent solicitor(s).

7. The undersigned hereby authorize you to make any minor, non-material alterations that may be required by the Land Registry Office to effect certification of the electronic documents described in this Acknowledgment and Direction by the Land Registry Office.

8. In the event of any investigation by the Director of Land Registration appointed under subsection 6(1) of the Registry Act (the “Director”) regarding suspected fraudulent or unlawful activity or registration in connection with the document attached to this Acknowledgement and Direction, the undersigned hereby irrevocably consents to you releasing to the Director a true copy of this Acknowledgement and Direction upon request by the Director.

9. The undersigned understand that FR is not the solicitor for the undersigned. The undersigned agree that the sole purpose of this document is to permit FR to register the Documents. The undersigned understand that the undersigned must obtain legal advice from the undersigned's own solicitor in respect of this matter and by signing this document confirms that the undersigned have received independent legal advice or hereby waive same.

10. All documentation, including the Security Documents, required to complete the transaction described above may be executed in any number of counterparts, including counterparts delivered electronically by pdf, facsimile or functionally equivalent means, and all such counterparts taken together will be deemed to constitute one and the same instrument.

11. Each of the undersigned, other than the Chargor (collectively, the "**Borrower**"), hereby acknowledges receipt of a copy of the Charge and all of the Security Documents signed by the Borrower and/or the Chargor, and by signing this Acknowledgement and Direction, the Borrower covenants and agrees that is shall be liable under all of the Security Documents, as applicable, not signed by the Borrower to the same extent as if same were signed by the Borrower.

SIGNATURES ON THE FOLLOWING PAGE

DATED the day of October, 2020.

2472602 ONTARIO INC.

Per: ______________________
Name: Trevor Henry
Title: CEO

I have authority to bind the corporation.

AGMEDICA BIOSCIENCE INC.

Per: ______________________
Name: Trevor Henry
Title: CEO
I have authority to bind the corporation.

2642466 ONTARIO INC.

Per: ______________________
Name: Trevor Henry
Title: CEO
I have authority to bind the corporation.

8895309 CANADA INC.

Per: ______________________
Name: Trevor Henry
Title: CEO
I have authority to bind the corporation.

WELLWORTH HEALTH CORP.

Per: ______________________
Name: Trevor Henry
Title: CEO
I have authority to bind the corporation.

8050678 CANADA INC.

Per: ______________________
Name: Trevor Henry
Title: CEO
I have authority to bind the corporation.

8326851 CANADA INC.

Per: ______________________
Name: Trevor Henry
Title: CEO
I have authority to bind the corporation.

TAVIVAT NATURALS INC.

Per: ____________________
Name: Trevor Henry
Title: CEO
I have authority to bind the corporation.

WORLD WIDE BEVERAGE INNOVATIONS INC.

Per: ____________________
Name: Trevor Henry
Title: CEO
I have authority to bind the corporation.

UNIQUE BEVERAGES (USA) INC.

Per: ____________________
Name: Trevor Henry
Title: CEO
I have authority to bind the corporation.

ESEELA INC.

Per: ____________________
Name: Trevor Henry
Title: CEO
I have authority to bind the corporation

Signature page – Acknowledgement re Electronic Registration of Borrower

Properties

PIN	00528 - 0224 LT *Interest/Estate* Fee Simple
Description	FIRSTLY: PART LOT 19 CONCESSION 1 RALEIGH PARTS 1, 2, 3, 4 & 5 24R9361; SECONDLY: PART LOT 19 CONCESSION 1 RALEIGH PARTS 1, 4 & 5 24R7621 EXCEPT PARTS 1, 2, 3, 4 & 5 24R9361; SUBJECT TO AN EASEMENT OVER PT 4 24R9361 IN FAVOUR OF PT LT 20 CON 1 RALEIGH PT 1 24R1643 AS IN 340724; TOGETHER WITH AN EASEMENT OVER PT LT 19 CON 1 RALEIGH PT 1 24R1855 AS IN 164642; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 4 & 5 24R9361 AS IN 576414; SUBJECT TO AN EASEMENT OVER PART 3 24R9361 IN FAVOUR OF PT LT 19 CON 1 RALEIGH PTS 1, 4 & 5 24R7621 EXCEPT PTS 1, 2, 3, 4 & 5 24R9361 AS IN CK68020; SUBJECT TO AN EASEMENT OVER PT LT 19 CON 1 RALEIGH PTS 1, 2, 3, 4 & 5 24R9361 IN FAVOUR OF PT LT 19 CON 1 RALEIGH PTS 1, 4 & 5 24R7621 EXCEPT PTS 1, 2, 3, 4 & 5 24R9361 AS IN CK68020; TOGETHER WITH AN EASEMENT OVER PT LT 19 CON 1 RALEIGH PTS 1, 4 & 5 24R7621 EXCEPT PTS 1, 2, 3, 4 & 5 24R9361 AS IN CK68020; SUBJECT TO AN EASEMENT AS IN 164642; TOGETHER WITH AN EASEMENT OVER PT LT 19 CON 1 RALEIGH PT 3 24R9361 AS IN CK68020; TOGETHER WITH AN EASEMENT OVER PT LT 19 CON 1 RALEIGH PTS 1, 2, 3, 4 & 5 24R9361 AS IN CK68020; SUBJECT TO AN EASEMENT OVER PTS 1, 4 & 5 24R7621 EXCEPT PTS 1, 2, 3, 4 & 5 24R9361 IN FAVOUR OF PT LT 19 CON 1 RALEIGH PTS 1, 2, 3, 4 & 5 24R9361 AS IN CK68020; MUNICIPALITY CHATHAM-KENT
Address	566 RIVERVIEW DRIVE CHATHAM

Chargor(s)

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

Name	2472602 ONTARIO INC. Acting as a company
Address for Service	111 Heritage Road, Suite 200, Chatham, Ontario N7M 5W7

I, Trevor Henry, CFO, have the authority to bind the corporation.

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

Chargee(s) *Capacity* *Share*

Name	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC. Acting as a company
Address for Service	89 Tycos Drive, Suite 208, Toronto, Ontario M6B 1W3

Statements

Schedule:

Provisions

Principal	$3,000,000.00	*Currency*	CDN
Calculation Period	monthly, not in advance		
Balance Due Date	2021/11/01		
Interest Rate	11.50% per annum		
Payments			
Interest Adjustment Date	2020 11 01		
Payment Date	1st day of each month		
First Payment Date	2020 12 01		
Last Payment Date	2021 11 01		
Standard Charge Terms	200033		
Insurance Amount	Full insurable value		
Guarantor			

Additional Provisions

Payments: Interest only monthly, on the principal balance outstanding from time to time.

File Number

Chargee Client File Number : 205059 JF/LR

THIS IS A SCHEDULE TO A CHARGE/MORTGAGE between 2472602 ONTARIO INC. as Chargor (the "Chargor") and HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC. as Chargee (the "Chargee")

ADDITIONAL PROVISIONS

WHEREAS, pursuant to the provisions of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, and pursuant to the order of the Honourable Justice Koehnen of the Ontario Superior Court of Justice (the **"Court"**) dated August 4, 2020 (the **"Meeting Order"**), the Borrower was authorized and directed to hold and conduct a virtual meeting of its affected creditors to consider and vote on a resolution to approve a plan of arrangement (the **"Plan"**)

AND WHEREAS the Plan was, pursuant to the Meeting Order, approved by the Borrower's affected creditors on or about August 22, 2020;

AND WHEREAS the Plan as approved by the Borrower's affected creditors was sanctioned by order of the Court on September 11, 2020 (the **"Sanction Order"**);

AND WHEREAS, consistent with section 10.3 of the Plan and section 5 of the Meeting Order, the Borrower effected a modification to the Plan that did not require the approval of the Borrower's affected creditors or the approval of the Court, namely to make provision for the inclusion of the within Charge, Loan, Indebtedness and Security Documents;

AND WHEREAS the within Charge and the Security Documents are being given by the Borrower pursuant to the Plan, as modified.

The Borrower hereby confirms the herein recitals are true, correct and form an integral part of the within Charge.

DEFINITIONS

As used herein the following words or terms have the following respective meanings unless there is something in the context or the subject matter inconsistent therewith.

"Applicable Laws" means, in respect of any person, property, transaction or event, all applicable federal, provincial or municipal laws, statues, regulations, rules, by-laws, policies and guidelines, orders, permits, licenses, authorization, approvals and all applicable common laws or equitable principles whether now or hereafter in force and effect

"Borrower" means AgMedica Bioscience Inc., 2472602 Ontario Inc., 2642466 Ontario Inc., 8895309 Canada Inc., Wellworth Health Corp., 8050678 Canada Inc., 8326851 Canada Inc., Tavivat Naturals Inc., World Wide Beverage Innovations Inc., Unique Beverages (USA) Inc. and Eseela Inc.

"Charge" means, collectively, the electronic Charge/Mortgage to which the Schedule is attached, the Schedule and all other Schedules and Appendices to the Charge/Mortgage or to the Schedule.

"Charged Property" means all legal and beneficial right, title, estate and interest in (a) the land described in the Properties section of the electronic Charge/Mortgage to which the Schedule is attached, and any schedule to the Charge, together with any greater estate therein as hereafter may be acquired by the Chargor (the "**Lands**"), (b) all buildings, structures and other improvements, now or hereafter situated, placed or constructed upon the Lands from time to time (the "**Improvements**"), (c) all fixtures, materials, supplies, machinery, equipment, apparatus and other items or personal property now owned or hereafter acquired by the Chargor and now or hereafter attached to, installed in or used in connection with any of the Improvements or the Lands, including without limitation, water, gas, electrical, heating, cooling, ventilation, storm and sanitary sewer fixtures, equipment and facilities and all other utilities whether or not situated in easements (the "**Fixtures**"), (d) all plans, specifications, shop drawings and other technical descriptions prepared for construction, repair or alteration of the Improvements, and all amendments and modifications thereof (the "**Plans**"), (e) all leases, subleases, licenses, concessions, occupancy agreements, rental contracts, or other agreements (written or oral) now or hereafter existing relating to the use or occupancy of all or any part of the Lands and the Improvements, together with all guarantees, letters of credit and other credit support, modifications, extensions and renewals thereof and all related security and other deposits (the "**Leases**"), (f) all rents, revenues, issues, income, proceeds, profits, and all other payments of any kind under the Leases for using, leasing, licensing, possessing, operating from, residing in, selling or otherwise enjoying all or any part of the Lands and the Improvements (the "**Rents**"), (g) all other agreements, including without limitation property management agreements, construction contracts, architects' agreements, engineers' contracts, utility contracts, maintenance agreements, franchise agreements, service contracts, permits, licences, certificates and entitlements in any way relating to the development, construction, use, occupancy, operation, maintenance, enjoyment, acquisition or ownership of the Charged Property (collectively, the **"Property Agreements**"), (h) all rights, privileges, tenements, rights-of-way, easements, appendages and appurtenances appertaining to the foregoing, all accessions, replacements and substitutions for any of the foregoing and all proceeds thereof, (i) all insurance policies, unearned premiums therefore and proceeds from such policies covering any of the above Charged Property now or hereafter acquired by the Chargor, (j) all of the Chargor's right, title and interest in and to any awards, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any governmental authority pertaining to the Lands, Improvements or Fixtures and (m) all renewals, substitutions, improvements, accessions, attachments, additions, replacements and proceeds to, of or from each of the foregoing, and all conversions of the security constituted thereby so that the foregoing shall immediately and automatically be deemed a part of the Charged Property and subject to the security of the Charge as fully and completely and with the same priority and effect as those now owned by the Chargor and specifically described herein, without any further mortgage or assignment or conveyance by the Chargor. As used in this Charge, the term "Charged Property" shall mean all or, where the context permits or requires, any portion of the above or any interest therein.

"Chargee" means the Person or Persons named as Chargee in the Chargee(s) section of the electronic Charge/Mortgage to which this Schedule is attached and their respective successors and assigns.

"Chargor" means the Person or Persons named as Chargor in the Chargor(s) section of the electronic Charge/Mortgage to which the Schedule is attached and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.

"Commitment" means the Commitment Letter dated September 30, 2020 issued by Hillmount Capital Inc. to the Borrower and assigned by Hillmount Capital Inc. to Hillmount Capital Mortgage Holdings Inc. and shall include all amendments, addenda, modifications, extensions, renewals, restatements, supplements or replacements thereto or thereof from time to time.

"**Costs**" means all fees, costs, charges and expenses incurred by or on behalf of the Chargee for or incidental to (a) preparing, executing and registering the Security Documents, renewals thereof and any amendments thereto (b) collecting payments due to the Chargee hereunder, the Commitment or under the Security Documents, (c) enforcing and realizing on this Charge and the other Security Documents, including power of sale, foreclosure, execution, judicial sale, court appointed or private receivership, possession and/or management of the Charged Property and other enforcement proceedings, and including without limiting the generality of the foregoing, all fees, costs, charges and expenses incurred in connection with the sale or attempted sale of the Charged Property, including real estate commissions, auctioneer's fees, termination fees, stalking-horse fees, cancellation of listing agreement fees and all other like or incidental fees, (d) inspecting, protecting, securing, completing, insuring, repairing, equipping, taking and keeping possession of, managing, selling or leasing the Charged Property, including all protective disbursements and curing any defaults under or renewing any leasehold interests, (e) exercising any rights of a receiver appointed under this Charge or otherwise and such receiver`s fees and expenses (including all legal fees and disbursements and agent`s costs and expenses), (f) obtaining any environmental audits or other inspections, tests or reports with respect to the Charged Property, (g) complying with any notices, orders, judgments, directives, permits, licences, authorizations or approvals with respect to the Charged Property, (h) performing the obligations of the Chargor under the Security Documents, (i) all legal fees and disbursements in connection with the Indebtedness, on a substantial indemnity basis, and (j) any other fees, costs, charges or expenses including, renewal fees, forbearance fees, the Administration Fees and servicing fees payable to the Chargee hereunder, under the Commitment or under any of the Security Documents or otherwise at law or in equity. **"Costs"** will also include all other fees, costs, charges and expenses that are referred to elsewhere in this Charge or in any of the other Security Documents and interest at the interest rate chargeable herein on all such fees, costs, charges and expenses.

"Covenantor(s)" means any one of the Borrower, the Chargor or any other guarantor, joint debtor, indemnifier, beneficial owner or other obligor of or in respect of the Loan, the Indebtedness or the Charged Property.

"Indebtedness" means all existing and future indebtedness, other covenants and obligations and liabilities owing or made by the Chargor to the Chargee from time to time pursuant to the Commitment, hereunder, from time to time, or under the Security Documents, matured or not, direct or indirect, absolute or contingent, including, (a) the amounts advanced under the Note and hereunder, from time to time, on account of principal, (b) all interest due under the Note and hereunder including, compound interest (c) Costs, (d) any amount, cost, charge, expense or interest which has been added to the Indebtedness hereunder or pursuant to the Note the Security Documents or which are otherwise due and payable thereunder, and (e) payment performance and discharge and satisfaction of all obligations of the Chargor to the Chargee under the Security Documents or otherwise under and in respect of the Indebtedness.

"Lien" means any mortgage, charge, pledge, hypothec, assignment, lien, lease, sublease, easement, right of way, security interest, restrictions, covenants or encumbrances of any kind or nature affecting all or any part of the Charged Property.

"Loan" means the loan made by the Chargee to the Borrower pursuant to the Commitment in the original principal amount of $3,000,000.00 as evidenced by the Note and all other amounts secured by this Charge and the other Security Documents.

"Note" means the Promissory Note made by the Borrower in favour of the Chargee dated October ►, 2020, which Note evidences the Loan.

"Permitted Encumbrances" means, as of any particular time, (i) any registered easements, rights of way, restrictive covenants and servitudes and other similar rights in land granted to, reserved or taken by any governmental authority or public utility relating to the Charged Property, (ii) any registered subdivision, development, servicing, site plan or other similar agreement with any governmental authority or public utility relating to the Charged Property, and (iii) any other encumbrances relating to the Charged Property previously consented to by the Chargee in its sole and subjective discretion, provided in each case that:

(a) the Chargee is satisfied in its sole and subjective discretion that the same do not materially impair the value or marketability of the Charged Property;

(b) the same does not materially affect the validity, enforceability, or priority of this Charge; and

(c) the same has been complied with in full.

"Person" means and is to be broadly interpreted and includes an individual, a corporation, a partnership, a trust, an unincorporated organization, the government of a country or any political subdivision thereof, or any agency or department of any such government, and the estate trustees or other legal representatives of an individual in such capacity.

"Security Documents" means collectively, all documents, instruments, agreement, guarantees and opinions now or hereafter evidencing, securing, guaranteeing and or relating to the Loan and the Indebtedness or any part thereof, including, without limitation, the Commitment, the Note the Charge, the Assignment of Rents, the General Security Agreement and all certificates, declarations, undertakings, documents and writings provided or as required which are incidental to any of the foregoing and any other instrument or agreement provided and shall include all amendments, modifications, extensions, renewals, restatements, or replacements thereto or thereof from time to time.

COMPOUND INTEREST

If the Chargor defaults in any payment of interest, or other payment due pursuant to this Charge, compound interest at the interest rate chargeable hereunder will accrue and be payable on the sum in arrears (including all arrears of interest) from time to time, both before and after default, demand, maturity and judgment until paid and shall be paid forthwith. If the arrears and the compound interest are not paid within the interest calculation period provided for herein from the time of default, a rest will be made and compound interest at the interest rate chargeable hereunder will be payable on the aggregate amount then due, both before and after maturity, default and judgment, and so on from time to time until paid. All such compound interest shall be added to the Indebtedness and shall be secured by this Charge.

APPLICATION OF PAYMENTS

Prior to an Event of Default, all payments received by the Chargee on account of the Indebtedness shall be applied as follows, regardless of any other designation of such payments as principal, interest or other charges: first, to the repayment of sums advanced by the Chargee pursuant to this Charge or any of the other Security Documents for any reason (other than the principal amount), including sums advanced to pay realty taxes, Costs, insurance premiums or other charges against the Charged Property (together with interest thereon at the interest rate chargeable hereunder from the date of advance until paid), then to the payment of accrued but unpaid interest which is then due and payable, and finally, to reduction of the principal amount. Notwithstanding the foregoing, from and after an Event of Default, all payments received by the Chargee pursuant to the Loan shall be applied by the Chargee to principal, interest and such other charges due hereunder or under the other Security Documents in such order as the Chargee shall determine in its sole discretion.

ADVANCES AND COSTS

Neither the preparation, execution nor registration of this Charge or the other Security Documents shall bind the Chargee to advance all or any part of the Loan. The Chargor covenants to pay all Costs to the Chargee forthwith on demand whether or not all or any part of the Loan is advanced. Until paid, all Costs together with interest thereon at the interest rate chargeable hereunder shall be added to the Indebtedness and secured by this Charge.

PROOF OF OUTSTANDING AMOUNTS

The records maintained by the Chargee of the amounts of the Loan advanced to the Borrower, as the case may be and secured by this Charge, the amount of advances of the Loan which are outstanding and the amount of interest and other fees and Costs payable or secured under this Charge shall constitute *prima facie* proof thereof in any legal proceedings or action in respect of the Loan or this Charge.

FEES AND COSTS

NOTWITHSTANDING anything to the contrary contained in the Standard Charge Terms (and in the event of any contradiction, the following provisions shall prevail), the Chargor covenants and agrees with the Chargee as follows:

1. To pay to the Chargee its administration and/or servicing fees, all of which are secured by the within Charge, for the following matters in the amounts set forth:

   a) Missed payment fee (payable for each missed or late instalment and for processing each "NSF" cheque or other returned payment) - $300.00 per occurrence or the amount set forth in the Commitment.

      PROVIDED that if any cheque is returned NSF, any replacement cheque must be certified. If such replacement cheque is not certified, the Chargee shall be entitled to have it certified, and to add all the costs of certification (including courier charges to and from the Chargor's Bank) to the amount owing on the Mortgage.

b) An insurance default fee of $300.00 for cancelled insurance and an insurance replacement fee of $250.00 in addition to the insurance premium.

c) Taxes - for tax status inquiry - $100.00 plus cost of municipal tax certificate.

d) Default proceedings (payable for each demand, action or proceeding instituted) - $2,000.00 including without limitation $2,000.00 for each of the following: Demand letter; Notice of Intention to Enforce Security; Notice of Sale; Statement of Claim; Summary Judgement; Writ of Possession.

e) Possession/Eviction - for attending to take possession following default - $1,000.00

f) Maintenance - for administering maintenance and security on the property in Chargee's possession, per day - $100.00.

g) Mortgage Statements (for preparation of each Information Statement) - $100.00.

h) Discharge Statement and Administration fee - $300.00 for one property or the amount set forth in the Commitment. $100.00 for each additional property.

i) The Chargor further agrees to pay to the Chargee an annual administration charge of $250.00 for collection and payment of the property taxes payable annually in advance commencing on the funding date.

j) Purchaser approval - for processing each application for assumption, whether or not approved or completed - $300.00.

k)	**C**onstruction Administration Advance fee:	$350.00 per advance
l)	Bank Wire Transfer Fee**:**	$90.00 per transfer and $50.00 for incoming wire
m)	Miscellaneous Document Execution**:**	Subdivision plans, non-disturbance agreements; postponement agreements; Consents for Condominium Declarations or other like documents $50.00 per document
n)	Copy of Survey**:**	$25.00
o)	Courier Fee**:**	$35.00
p)	Long Distance Charges**:**	$7.50 per call (minimum) plus actual cost incurred
q)	Tax Default Fee:	$250.00 for failure by the Chargor to provide satisfactory confirmation of tax payments
r)	Post-dated cheques:	$250.00 for failure to provide post-dated cheques
s)	Administration time:	$195.00 for each hour of administrative time spent by the Mortgagee or its agent in dealing with issues of default related to this mortgage, excluding solicitor services
t)	Written requests for dishonoured cheques:	$300.00 for each written request necessitated by the Chargor not replacing dishonoured cheques forthwith.
u)	Renewal Administration fee	$300.00

v) Failure to notify the mortgage of registration of lien by the Condominium Corporation for common maintenance arrears: $250.00

w) Annual Insurance Administration Fee $395.00

x) Inspection Fee $350.00

The Chargee reserves the right to charge reasonable fees for other administrative services.

In the event of a further occurrence as set out herein, the administrative fees shall increase by a further sum of $50.00 and this shall be on a cumulative basis.

Any service or administration fee plus HST if applicable, owing by the Chargor to the Chargee which is not paid forthwith after having been incurred, the same shall be added to the Indebtedness and shall bear interest at the rate herein set forth.

The Chargor acknowledges and agrees that the service fees and/or administration fees and costs provided for herein are a genuine pre-estimate of the value of the services performed for same and are not a penalty or additional interest on the Loan secured by this Charge.

The Chargor agrees that if it agrees to pay the Chargee any fees during the currency of the within Charge but fails to do so then such fees shall be added to the Indebtedness and shall bear interest at the rate herein set forth. Such fees shall include but shall not be limited to renewal fees, forbearance fees etc.

2. The Chargor agrees to pay all legal and other expenses incurred by the Chargee in connection with the preparation and registration of any security interests pursuant to the Personal Property Security Act and any renewals thereof forthwith upon demand and such fees and expenses, together with interest thereon at the interest rate charges hereunder, shall be added to the principal sum secured by the within charge if not paid by the Chargor.

3. The Covenantor(s) agree that should the Chargee herein be a trustee for beneficiaries, the Covenantor(s) shall have no claims against the beneficial owners of the Charge.

PRIVACY PROVISIONS

(a) The Chargor hereby irrevocably consents to the Chargee releasing and disclosing to any other parties, their authorized agents and solicitors requesting the same, any and all information, whether confidential or not, in its possession regarding the Charged Property or the within Loan including, without limitation, details of the Loan balance, the terms of this Charge, defaults hereunder (existing or prior) and like matters.

(b) The Chargor hereby confirms and agrees that the release and disclosure of any such information by the Chargee constitutes the release and disclosure of such information with the full knowledge and consent of the Chargor within the meaning of the Personal Information Protection and Electronic Documentation Act (Canada), as amended.

(c) The Chargor hereby releases the Chargee from any and all liabilities, damages, suits, actions, claims, monies and costs arising from (i) the release and disclosure of any such information by the Chargee, and (ii) any breach of the provisions of any applicable laws, including the Personal Information Protection and Electronic Documentation Act (Canada), as amended, provided that the Chargee has acted in accordance with the consent and direction received from the Chargor.

CROSS DEFAULT

The occurrence of an Event of Default under the provisions of this Charge, under any of the other Security Documents or under the Commitment or pursuant to any other charge or Security Documents between the Chargor and the Chargee, including any document pursuant to which the Chargor is a guarantor, or any default by the Chargor under any lease which is not cured within any applicable cure period, shall be deemed to be an Event of Default hereunder and under all the Security Documents and shall entitle the Chargee to pursue its remedies under any or all of the Security Documents.

NON-MERGER

Notwithstanding the registration of this Charge and the advance of funds hereunder, the terms and provisions of the Commitment shall remain binding and effective upon the parties. It is understood and agreed that any default under the said Commitment shall be deemed a default under this Charge. In the event of any inconsistency, discrepancy or conflict between the terms of the Charge and the terms of the Commitment, the Chargee may, in its sole discretion, determine which shall prevail. The Chargor acknowledges that the terms and provisions of the Commitment are not exhaustive. The Chargor acknowledges that any provisions contained herein or in any of the other Security Documents which are not dealt with in the Commitment or which expand and elaborate on provisions in the Commitment shall be deemed not to be an inconsistency or in conflict with the provisions of the Commitment.

PAYMENTS

ANY DISCHARGE of this charge shall be prepared by the Chargee at the Chargor's expense within a reasonable time after repayment of the principal sum secured herein together with accrued interest thereon, as well as the payment of all costs and any other amounts that are outstanding under this Charge. All payments hereunder shall be made payable to:

HILLMOUNT CAPITAL INC.
at: 89 Tycos Drive
Suite 208
Toronto, Ontario M6B 1W3

or such other place as the Chargor is notified of from time to time. All payments received after 1:00 p.m. shall be deemed to have been received on the following business day. The loan secured herein and the amounts payable by the Chargor hereunder is due and payable on the dates set out in the Charge and shall be made without any deduction, set-off or counterclaim by the Chargor for any reason whatsoever.

The Chargor acknowledges and agrees that any payments made to discharge the said Charge to the Chargees' Solicitors or any other authorized agents of the Chargees shall not be deemed to constitute payment received by the Chargee until the same is received by the Chargee at its offices as set out above.

ENVIRONMENTAL

The Chargee or agent of the Chargee may, at any time after default, and for any purpose deemed necessary by the Chargee, enter upon the Lands to inspect the Lands and Improvements thereon. Without in any way limiting the generality of the foregoing, the Chargee (or its respective agents) may enter upon the Lands to conduct any environmental testing, site assessment, investigation or study deemed necessary by the Chargee and the reasonable cost of such testing, assessment, investigation or study, as the case may be, with interest at the rate charged herein for the Loan, shall be payable by the Chargor forthwith and shall be a charge upon the Lands. The exercise of any of the powers enumerated in this clause shall not deem the Chargee, or its respective agents to be in possession, management or control of the Lands and Improvements.

In consideration of the advance of funds by the Chargee, the Chargor hereby agrees that, in addition to any liability imposed on the Chargor under any instrument evidencing or securing the Indebtedness, the Chargor shall be jointly and severally liable for any and all of the costs, expenses, damages, or liabilities of the Chargee, its directors and officers (including, without limitation, all reasonable legal fees) directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal or presence on, under or about the Property of any hazardous or noxious substances and such liability shall survive foreclosure of the security for the Indebtedness and any other existing obligations of the Chargor to the Chargee in respect of the Indebtedness and any other exercise by the Chargee of any remedies available to them of any default under the Charge.

The Chargor hereby represents and warrants that neither the Chargor, nor, to their knowledge, any other person, has ever caused or permitted any Hazardous Material (as hereinafter defined) to be placed, held, located or disposed of on, under or at the Property and that its business and assets are operated in compliance with applicable laws intended to protect the environment (including, without limitation, laws respecting the discharge, emission, spill or disposal of any Hazardous Materials) and that no enforcement actions in respect thereof are threatened or pending and covenants to cause any person permitted by the Chargor to use or occupy the Property or any part thereof to continue to so operate.

The Chargor hereby indemnifies the Chargee, its officers, directors, employees, agents and its shareholders and agrees to hold each of them harmless from and against any and all losses, liabilities, damages, costs, expenses and claims of any and every kind whatsoever which at any time or from time to time may be paid, incurred or asserted against any of them for, with respect to, or as direct result of, the presence on or under, or the discharge, emission, spill or disposal from, the Lands or into any land, the atmosphere, or any watercourse, body of water or wetland, of any Hazardous Material where it has been proven that the source of the Hazardous Material is the Property, including, without limitation: (i) the costs of defending any/or counter-claiming over against third parties in respect of any action or matter; and (ii) any cost, liability or damage arising out of a settlement of any action entered into by the Chargee; and the provisions of and undertakings and indemnification set out in this Section shall survive the satisfaction and release of the Security Documents and payment and satisfaction of the Indebtedness and liability of the Chargor to the Chargee pursuant to this Charge and any of the other Security Documents. The indemnity contained herein in favour of the Chargee shall enure to the benefit of the Chargee's successors and assigns of the Loan and the Security Documents. For the purposes of this Section "Hazardous Material" means any contaminant or pollutant or any substance that when released in the natural environment is likely to cause at some immediate or future time, material harm or degradation to the natural environment or material risk to human health and without restricting the generality of the foregoing, hazardous waste or dangerous goods as defined by applicable federal, provincial or municipal laws for the protection of the natural environment or human health.

The indemnity contained herein shall survive the repayment of the Indebtedness and shall continue in full force and effect so long as the possibility of any such liability, claim or loss exists.

CONFLICT/AMBIGUITY

Where conflict or ambiguity exists or arises between any one or more of the provisions contained in this Schedule and any one or more of the provisions contained in the standard charge terms, the provisions contained in this Schedule shall, to the extent of such conflict or ambiguity, be deemed to govern and prevail.

COMPLIANCE WITH APPLICABLE LAWS

The Chargor has and is presently complying with its obligations and will continue to comply with its obligations, to make payment of all taxes, deductions, withholdings and remissions to the Province of Ontario and the Government of Canada (collectively, the “**Governmental Authorities**”) under the *Income Tax Act*, Canada, the *Excise Tax Act*, Canada, the *Canada Pension Act*, Canada, the *Employment Insurance Act*, Canada, the *Retail Sales Tax Act*, Ontario, the *Fuel Tax Act*, Ontario, the *Tobacco Tax Act*, Ontario, the *Development Charges Act*, Ontario, the *Workplace Safety and Insurance Act*, Ontario and any other Applicable Laws, whether provincial or federal, as any one or more of them may be amended from time to time, the default of which would form the basis of a super priority claim by any of such governmental authorities under such Applicable Laws over the Indebtedness and the priority of the Security Documents.

COLLECTION OF RENTS

In the event that the Chargee collects any payments of Rent due to the Chargor's default, the Chargee shall be entitled to receive from the Rents a management fee of ten percent (10%) of all the gross receipts from the Rents, it being understood for greater certainty that the Chargor and Chargee have agreed that in the circumstances a management fee equal to ten percent (10%) of gross receipts received by the Chargee in the collection of the Rents is a just and equitable fee having regard to the circumstances.

The Chargor acknowledges and agrees that the said management fee is a reasonable estimate of the fees to be incurred for the time, value and opportunity for dealing with the Charged Property, including professional advisors, appraisers, engineers, occupants, building inspector, checking property taxes and insurance, maintenance and repairs, Liens or other matters usually dealt with by mangers of like Lands, which amount is deemed not to be a penalty.

SUBSEQUENT ENCUMBRANCES

In the event of the Chargor further encumbering the Lands without the prior written consent of the Chargee, such further encumbering shall constitute a default under this Charge and in such event, at the sole option of the Chargee, the Indebtedness owing under the within Charge shall immediately become due and payable.

PAYMENT OF OTHER CHARGES AND PERFORMANCE OF OTHER OBLIGATIONS BY THE CHARGEE

The Chargor covenants and agrees with the Chargee to pay all property taxes, public utility rates, charges, and insurance premiums as and when they become due, to keep all Liens and agreements registered against the title to the Charged Property in good standing in accordance with their terms, comply with all Applicable laws, including zoning by-laws, standards and work orders and not to permit the existence of any work orders, deficiency notices, letters of compliance, outstanding permits or judgements, or the registration of any Liens of any nature or kind; the failure of the Chargor to comply with this covenant shall constitute an Event of Default hereunder and entitle the Chargee at its sole option to avail itself of remedies available hereunder, the Security Documents and at law including the right to accelerate the Indebtedness. Waiver or indulgences granted by a prior encumbrancer shall not prevent non-payment from being a default under this charge.

In addition, at the Chargee’s sole option, the Chargor hereby agrees that the Chargee may satisfy any charge, Lien, any matter raised in the previous paragraph or other encumbrance now or hereafter existing or to arise or be claimed upon the Charged Property and the Chargee may also expend monies in order to cure any default under any Lien respecting the Charged Property or any part thereof, and the amounts so paid together with all costs associated therewith shall be added to the Indebtedness hereby secured and bear interest at the rate of interest set forth herein and shall be payable forthwith by the Chargor to the Chargee and in default of payment, the entire Indebtedness, shall become payable at the option of the Chargee and the remedies hereby given, under the Security Documents and available at law may be exercised forthwith without notice. In the event of the Chargee satisfying any such charge or claim, or expending such monies in order to cure a Lien default, it shall be entitled to all equities and securities of the person or persons so satisfied and it may retain any discharge, cessation of charge, assignment of charge, unregistered or assignment of lease, until paid.

BANKRUPTCY AND INSOLVENCY

THE CHARGOR acknowledges and agrees that any and all Costs as may be incurred from time to time by the Chargee in order to effect compliance or avoid any adverse ramifications of the *Companies' Creditors Arrangement Act*, R.S., c.C-25, s.1 (the **"CCAA"**), the *Bankruptcy and Insolvency Act*, R.S., 1985, c.B-3, s.1, 1992, c.27, s.2 (the **"BIA"**) or any other statute shall be entirely for the account of the Chargor. The Chargee shall be entitled to incur any such Costs, including any costs of its personnel and outside professionals, including legal counsel, in administering and addressing any requirements of the said Act and to add the same to the Indebtedness owing pursuant hereto and the same shall be secured hereunder and under any and all security held by the Chargee for the Indebtedness owing to the Chargee in the same manner and in the same priority as the principal secured hereunder.

REORGANIZATION PROCEEDINGS

The Chargor represents and warrants that the Charged Property is of such a unique nature that, in the event the Chargor sought to reorganize its affairs under any of the laws of Canada (or any province) which provides the ability of a debtor to reorganize its affairs with its creditors (including, without limitation, under the CCAA, the BIA or any other statute) or pursuant to which it sought protection from its creditors, the Chargee would not have a sufficient commonality of interests with any other creditor of the Chargor such that the Chargee would be required to vote on any reorganization, arrangement, compromise or other transaction in a class with any other creditors of the Chargor and, in that regard, covenants and agrees that the Chargee will be treated in its own exclusive class of creditors for such purpose. Without limiting the generality of the foregoing, the Chargor covenants and agrees that:

a) it will give the Chargee not less than ten (10) days written notice prior to the commencement of any proceedings under any of the CCAA, the BIA or any other similar or analogous legislation (such proceedings being referred to as **"Reorganization Proceedings"**);

b) in no circumstances will the Chargor seek, suffer or permit the right of the Chargee to be stayed or otherwise affected in any Reorganization Proceedings;

c) in the event that Reorganization Proceedings are commenced, the Chargor will consent to an order directing that all rents or other revenues generated or received in respect of the Charged Property will forthwith be deposited into a segregated trust account under the sole control of the Chargee and that same shall not constitute the Chargee to be a mortgagee in possession of or in control or management of the Charged Property or result in an acceleration of the Indebtedness hereunder unless so designated by the Chargee at its sole option; and

in the event of a Reorganization Proceeding: (i) the Chargor will not oppose any steps taken by the Chargee to seek an Order lifting any stay of proceedings that may be imposed; (ii) will not seek to prime the Chargee through any debtor in possession financing, receiver charge or any court-ordered charges; and (iii) will not seek to have the Charged Property sold as part of any process without the Chargee's prior consent.

ABANDONMENT OF CHATTELS

In the event that the Chargor vacates the Charged Property and leaves its chattels or trade fixtures (collectively, the **"Chattels"**) at the Charged Property, or if the Chargor fails to remove the Chattels upon being evicted then:

(a) the Chattels shall be deemed to have been abandoned by the Chargor;
(b) the Chargee shall be entitled to dispose of or sell or transfer the Chattels or store them, in its sole discretion;
(c) the Chargor shall pay all costs incurred by the Chargee relating to any sale, transfer, disposition, dumping or storage of the Chattels by the Chargee;
(d) the Chargee shall have a charge and lien on any stored Chattels for all storage costs relating thereto; and
(e) the Chargor hereby releases and forever discharges the Chargee from any claims, actions, causes of action, damages, losses, costs and expenses relating to any steps taken by the Chargee in respect of the Chattels including discarding and dumping same in a junk yard or otherwise for no consideration.

NO EXPLOITATION

The Chargor acknowledges and declares that the Chargor entered into this Charge freely and of its own will. In particular, the Chargor acknowledges that this Charge was freely negotiated by the Chargor and the Chargee in good faith, that this Charge does not constitute a contract of adhesion, that there was no exploitation of the Chargor by the Chargee, and that there is no disproportion between the consideration provided by the Chargee and that provided by the

Chargor.

INDEPENDENT LEGAL REPRESENTATION

The Chargor hereto acknowledges that it has full knowledge of the purpose and essence of this Charge/Mortgage transaction, and that it has been appropriately and independently legally represented in that regard. The Chargor acknowledges and agrees with the Chargee that the Chargee's solicitors, Fogler, Rubinoff LLP, do not represent the Chargor or provide the Chargor with any legal advice whatsoever. The Chargor acknowledges that the Charge, all supporting security documents and all electronic documents including the Charge, Notice of Assignment of Rents and Acknowledgement and Direction (the "Documents") and the effect of the Chargee's solicitors signing any of the electronic documents have been fully explained to the Chargor by its own independent counsel. The Chargor acknowledges that it has fully understood the import of the Documents.

NON-TRANSFER

Paragraph 14 of Standard Charge Terms 200033 is hereby deleted.

In the event that the Chargor purports to sell, convey, transfer, assign or exercise a power of appointment with respect to the Lands herein described to a purchaser, transferee or assignee or in the event of a change of shareholders of the Chargor which results in a change of control of the Chargor or in the event of a change in the beneficial ownership of the Lands herein described without first obtaining the consent in writing of the Chargee the entire Indebtedness hereby secured shall, at the option of the Chargee, forthwith become due and payable.

PRE-AUTHORIZED PAYMENT

The Chargor hereby covenants and agrees upon the Chargee's request to participate in the Chargee's pre-authorized chequing program by completing the necessary application and providing the Chargee with a sample "void" cheque, or alternatively, at the Chargee's request, the Chargor shall provide a series of 12 post dated cheques, from time to time.

TAXES

THE CHARGOR in addition to the aforesaid payments of principal and interest, covenants and agrees to pay taxes as hereinafter provided, the Chargee shall estimate the amount of the taxes chargeable against the Lands payable in each year and the Chargor shall pay to the Chargee one-twelfth of the estimated annual amount together with the aforesaid payments of principal and interest in each and every month during the term of this Charge, commencing with the first payment date aforesaid and the Chargee shall apply such payments on the taxes so long as the Chargor is not in default under this Charge, but nothing herein contained shall obligate the Chargee to apply such payments on account of the taxes oftener than yearly; provided, however, that if the Chargor shall pay any sum or sums to the Chargee to apply on the taxes, and if before the same shall have been so applied there shall be default by the Chargor in respect of any payment of principal or interest as herein provided, the Chargee may at its option apply such sum or sums in or towards payments of the principal and/or interest in default; and in the event that the taxes actually charged for any one year, together with any interest and penalties thereon, exceed the estimated amount, the Chargor shall pay to the Chargee on demand the amount required to make up the deficiency; and if the Chargor desires to take advantage of any discounts or avoid any penalties in connection with the payment of taxes, the Chargor may pay to the Chargee such additional amounts as are required for that purpose; and the Chargor shall transmit to the Chargee forthwith after receiving them the assessment notices, tax bills and other notices affecting the imposition of taxes upon the Lands.

TAXES shall mean and include all taxes, rates and assessments of whatever nature or kind, including local improvement rates and any and all interest and penalties thereon.

THE CHARGEE MAY, unless payment has otherwise been made, deduct from the charge advances, an amount necessary to pay the current year's taxes and an amount which together with the monthly tax payments to be made to and including April of the following calendar year, will be sufficient to pay the taxes for the following calendar year.

NO MONEYS paid to the Chargee pursuant to the foregoing shall be held in trust for nor bear interest to the credit of the Chargor.

THE FOREGOING tax clause is in addition to and without prejudice to the other provisions of the within Charge in regard to realty taxes.

PREPAYMENT PROVISIONS

a) Provided that during the period of time prior to June 1, 2021, the Chargor, when not in default hereunder, shall have the privilege of prepaying the whole or any part of the said principal sum hereby secured on any banking day upon payment to the Chargee of an amount equal to one (1) month's interest on the principal amount prepaid as a bonus and the discharge statement administration fee as herein set out.

b) Provided that during the period of time from and after June 1, 2021, the Chargor, when not in default hereunder, shall have the privilege of prepaying the whole or any part of the said principal sum hereby secured on any banking day upon providing the Chargee with thirty (30) days prior written notice and upon paying to the Chargee the discharge statement administration fee as herein set out.

c) If prepayment of any part of the principal sum secured hereunder is made by reason of payment after acceleration upon the occurrence of a default, the Chargor agrees to pay to the Chargee three (3) months' interest on the principal amount prepaid at the rate of interest chargeable hereunder at the time of prepayment as hereinbefore set out.

d) If the principal sum, accrued interest thereon and any of the sums which may be due hereunder is not repaid on or before the Balance Due Date, then the Chargor agrees to pay to the Chargee in addition to the amounts required to obtain a discharge, three months interest at the rate of interest chargeable hereunder on the principal amount outstanding on the Balance Due Date.

NO IMPROVEMENT

The Chargor warrants that the purpose of this Charge is not to finance an improvement on the Lands. An "**improvement**" when used in this paragraph, shall have the meaning ascribed thereto in the *Construction Act, S.O. 2018*. An improvement means any alteration, addition or repair to any building on the herein described Lands or any construction, erection or installation on the Lands.

INSURANCE RENEWAL

The Chargee shall be entitled to its standard servicing fee for dealing with each cancellation, premium payment or other non-compliance with insurance requirements. In the event that the evidence of continuation of insurance as herein required has not been delivered to the Chargee, the Chargee shall be entitled to its standard servicing fee for each written inquiry which the Chargee shall make to the insurer pertaining to such renewal (or resulting from the Chargor's non-performance of the within covenant). In the event that the Chargee pursuant to the within provision arranges insurance coverage with respect to the Lands and the Improvements, the Chargee in addition to the afore-noted servicing fee shall be entitled to a further servicing fee for arranging the necessary insurance coverage.

APPOINTMENT OF RECEIVER

AT ANY TIME after the Security Documents hereby constituted become enforceable, or the monies hereby secured shall have become payable, the Chargee may from time to time appoint by writing, or apply to a court of competent jurisdiction for the appointment of, a Receiver (which term shall include a receiver and manager) of the Charged Property or any part thereof, with or without Bond, and may from time to time remove the Receiver and appoint another in his stead, and any such Receiver appointed hereunder shall have the following powers (but shall not be limited to such powers):

(a) To take possession of the Charged Property and to collect and get in the same and for such purpose to enter into and upon any lands, premises and Improvements wheresoever and whatsoever and for such purpose to do any act and take any proceedings in the name of the Chargor or otherwise as he shall deem necessary;

(b) To carry on or concur in carrying on the business of the Chargor, and to employ and discharge agents, workmen, accountants and others upon such terms and with such salaries, wages or remuneration as he shall think proper, and to repair and keep in repair the Charged Property and to do all necessary acts and things for the carrying on of the business of the Chargor and the protection of the Charged Property of the Chargor;

(c) To sell or lease or concur in selling or leasing any or all of the Charged Property, or any part thereof, and to carry any such sale or lease into effect by conveying in the name of or on behalf of the Chargor or otherwise; and any such sale may be made either at public auction or private sale as seen fit by the Receiver and any such sale may be made from time to time as to the whole or any part or parts of the Charged Property; and he may make any stipulations as to title or conveyance or commencement of title or otherwise which he shall deem proper; and he may buy or rescind or vary any contracts for the sale of any part of the Charged Property and may resell the same; and he may sell any of the same on such terms as to credit or part cash and part credit or otherwise as shall appear in his sole opinion to be most advantageous and at such prices as can reasonably be obtained therefor and in the event of a sale on credit neither he nor the Chargee shall be accountable for or charged with any monies until actually received;

(d) To make any arrangement or compromise which the Receiver may think expedient in the interest of the Chargee and to consent to any modification or change in or omission from the provisions of this Charge and to exchange any part or parts of the Charged Property for any other property suitable for the purposes of the Chargee and upon such terms as may seem expedient and either with or without payment or exchange of money or regard to the equality of the exchange or otherwise;

(e) To borrow money to carry on the business of the Chargor and to charge the whole or any part of the Charged Property in such amounts as the Receiver may from time to time deem necessary and in so doing the Receiver may issue certificates that may be payable when the Receiver thinks expedient and shall bear interest as stated therein and the amounts from time to time payable under such certificates shall charge the Charged Property in priority to this Charge;

(f) To execute and prosecute all suits, proceedings and actions which the Receiver in his opinion considers necessary for the proper protection of the Charged Property, to defend all suits, proceedings and actions against the Chargor or the Receiver, to appear in and conduct the prosecution and defense of any suit, proceeding or action then pending or thereafter instituted and to appeal any suit, proceeding or action;

(g) To fully manage, develop, operate, lease, construct, deal with agreements, complete, repair, renovate or alter the Charged Property or any part thereof on behalf of the Chargor and to take all such actions as are required in the exercise of such powers including entering into, amending and terminating such contracts and other agreements relating to the Charged Property as are necessary or advisable, in the opinion of the Receiver, and the entering into, renewal, amendment, supplement, or termination of any agreements and leases as the Receiver may deem appropriate in its sole and absolute discretion;

(h) To execute and deliver to the purchaser of any part or parts of the Charged Property, good and sufficient deeds for the same, the Receiver hereby being constituted the irrevocable attorney of the Chargor for the purpose of making such sale and executing such deed, and any such sale made as aforesaid shall be a perpetual bar both in law and equity against the Chargor, and all other persons claiming the Lands or any part or parcels thereof by, from through or under the Chargor, and the proceeds of any such sale shall be distributed in the manner hereinafter provided;

(i) To exercise any powers as may be granted by a court upon such appointment;

AND IT IS AGREED that no purchaser at any sale purporting to be made in pursuance of the aforesaid power or powers shall be bound or concerned to see or inquire whether any default has been made or continued, or whether any notice required hereunder has been given, or as to the necessity or expediency of the stipulations subject to which such sale shall have been made, or otherwise as to the propriety of such sale or regularity of its proceedings, or be affected by notice that no such default has been made or continues, or notice given as aforesaid, or that the sale is otherwise unnecessary, improper or irregular; and notwithstanding any impropriety or irregularity or notice thereof to such purchaser, the sale as regards such purchaser shall be deemed to be within the aforesaid power and be valid accordingly and the remedy (if any) of the Chargor, or of any party claiming by or under it, in respect of any impropriety or irregularity whatsoever in any such sale shall be in damages only.

The net profits of the business of the Chargor and the net proceeds of any sale of the Charged Property or part thereof shall be applied by the Receiver subject to the claims of any creditors ranking in priority to this Charge:

(a) Firstly, in payment of all Costs, charges and expenses of and incidental to the appointment of the Receiver and the exercise by him of all or any of the powers aforesaid including the reasonable remuneration of the Receiver and all amounts properly payable by him;

(b) Secondly, in payment of all Costs, charges and expenses payable hereunder;

(c) Thirdly, in payment to the Chargee of the principal sum owing hereunder;

(d) Fourthly, in payment to the Chargee of all interest and arrears of interest and any other portion of the Indebtedness remaining unpaid hereunder; and

(e) Fifthly, any surplus shall be paid in accordance with the *Mortgages Act* (Ontario) or any order of the Court; provided that in the event that any party claims a charge against all or a portion of the surplus, the Receiver shall make such disposition of all or a portion of the surplus as the Receiver deems appropriate in the circumstances.

The Chargee shall not be liable to the Receiver for his remuneration costs, charges or expenses, and the Receiver shall not be liable for any loss howsoever arising unless the same shall be caused by his own gross negligence or willful default; and he shall, when so appointed, by notice in writing pursuant hereto, be deemed to be the agent of the Chargor for all purposes and the Chargor shall be solely responsible for his acts and defaults and for his remuneration.

The appointment of a Receiver by the Chargee shall not, to the extent permitted by law, incur or create any liability on the part of the Chargee in connection with anything which may be done by any such Receiver or the removal of any such Receiver or the termination of any such Receivership shall not have the effect of constituting the Chargee as a mortgagee in possession in respect of the Charged Property or any part thereof.

PAYMENT OF COSTS

The Chargor shall pay to the Chargee on demand all legal fees payable on a full indemnity basis, Costs and out-of-pocket expenses incurred by any of the Chargee, its agents, officers and employees as herein set forth including costs incurred with respect to:

(a) the Chargee obtaining advice at any time as to its rights and responsibilities under this Charge or any of the instruments and documents comprising the Security Documents or relating thereto or in the event of exercise of any or all of its remedies hereunder or thereunder;

(b) the exercising of any or all of the rights, remedies and powers of the Chargee under this Charge or any of the instruments and documents comprising the Security Documents or relating thereto, or in defending or taking any measures to defend any action, claim, cause of action or in proceedings directly or indirectly relating to the provisions of any such instrument or document;

(c) any or all of the taking of, recovering of possession of any assets or property of the Chargor, or any proceedings taken for the purpose of enforcing any rights or remedies provided in this Charge or in any instrument or document comprising the Security Documents or relating thereto, or any proceedings otherwise taken in relation to any assets or property of the Chargor or subject to the security given by the Chargor to the Chargee, or any proceedings taken by reason of any non-payment or non-performance of the obligations of the Chargor hereunder; and

(d) any appraisals, environmental reports, engineering reports, cost consultants reports, or any other reports obtained at any time by the Chargee relating to the Charged Property.

In the event the Chargor fails to pay any such legal fees, Costs and expenses to the Chargee forthwith upon demand by the Chargee, then the amount of such unpaid legal fees, Costs and expenses shall be secured by this Charge and added to the Indebtedness secured hereunder and shall bear interest at the rate herein set forth.

LIMIT ON RATE OF INTEREST

(a) Adjustment

If any provision of the Commitment, this Charge or any other of the Security Documents would oblige the Chargor to make any payment of interest or other amount payable to the Chargee in an amount or calculated at a rate which would be prohibited by law or would result in a receipt by the Chargee of interest at a criminal rate (as such terms are construed under the Criminal Code (Canada)), then notwithstanding such provision, such amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by law or so result in receipt by the Chargee of interest at a criminal rate, such adjustment to be effected, to the extent necessary, as follows:

(i) firstly, by reducing the amount or rate of interest required to be paid hereunder as applicable; and

(ii) thereafter, by reducing any fees, commissions, premiums and other amounts which would constitute interest for purposes of Section 347 of the Criminal Code (Canada).

(b) Reimbursement

If, notwithstanding the provisions subsection (a) above, and after giving effect to all adjustments contemplated thereby, the Chargee shall have received an amount in excess of the maximum permitted by such subsection, then the Chargor shall be entitled, by notice in writing to the Chargee, to obtain reimbursement from the Chargee of an amount equal to such excess, and pending such reimbursement such amount shall be deemed to be an amount payable by the Chargee to the Chargor.

(c) Calculation

Any amount or rate of interest referred to in this Section shall be determined in accordance with generally accepted actuarial practices and principles as an effective annual rate of interest over the term of any revolving loan on the assumption that any charges, fees or expenses that fall within the meaning of "interest" (as defined in the Criminal Code (Canada)) shall, if they relate to a specific period of time be prorated over that period of time and otherwise be prorated over the period from the date of this Charge to the maturity date thereof and, in the event of dispute, a certificate of a Fellow of the Canadian Institute of Actuaries appointed by the Chargee shall be conclusive for the purposes of such determination.

AGREEMENTS IN WRITING

No agreement for modification to the within Charge or to any other of the Security Documents provided to the Chargee, including any renewals hereof or for extension of the time for payment of the Indebtedness due hereunder shall result from, or be implied from, any payment or payments of any kind whatsoever made by the Chargor to the Chargee after the expiration of the Balance Due Date or of any subsequent term agreed to in writing between the Chargor and the Chargee, and that no modification, amendment, at any time to the within Charge or to any security agreement provided to the Chargee or any renewal hereof or extension of the time for payment of any Indebtedness due hereunder shall result from, or be implied from, any other act, matter or thing, save only an express agreement in writing between the Chargor and the Chargee.

CONTINUING SECURITY

Without limiting any other provision hereof, this Charge secures, *inter alia*, a current or running account and any portion of the principal amount may be advanced or readvanced by the Chargee in one or more sums at any future date or dates and the amount of such advances and readvances when so made will be secured by this Charge and be repayable with interest at the interest rate stipulated in this Charge. This Charge will be security for the ultimate balance owing to the Chargee arising from the current and running accounts represented by advances and readvances of the principal amount or any part thereof with interest at the interest rate stipulated in this Charge and all other amounts secured hereby and notwithstanding any change in the amount, nature and form of the loan Indebtedness from time to time. If the whole or any part of the principal amount hereby or other amount secured hereby is repaid, this Charge shall be and remain valid security for any subsequent advance or re-advance by the Chargee to the Chargor until such time as the Chargee has executed and delivered to the Chargor a complete discharge of this Charge. The provisions relating to defeasance contained in Subsection 6(2) of the *Land Registration Reform Act* (Ontario) are hereby expressly excluded from this Charge.

FARM DEBT MEDIATION ACT

The Chargor represents and warrants that it is not a “farmer” within the meaning of the *Farm Debt Mediation Act*, S.C. 1997, c.21 (the “Act”) and covenants and agrees with the Chargee that, in the event that at any time during the term of this Charge the Chargor shall, at the option of the Chargee, become a “farmer” within the meaning of the Act, it shall forthwith provide written notice of this fact to the Chargee.

PAYMENT OF AMOUNTS OWING TO GOVERNMENTAL AUTHORITIES

During the term of the Charge and any renewal or extension thereof, the Chargor and/or the Covenantors will pay when due all amounts owing to any govermental authority which, if unpaid, would give such governmental authority recourse for such amounts ranking in priority to the within Charge or any of the other Security Documents and agreements given by the Chargor to the Chargee in connection with the advance of funds hereunder and the failure to pay any such amount when due will constitute, at the option of the Chargee, a default hereunder.

INSURANCE – ADDITIONAL PROVISIONS

In addition to any other insurance provisions contemplated by this Charge, the Commitment, or the Standard Charge Terms registered as No. 200033, the Chargor will at all times during the term maintain the insurance required by the Chargee including, without limitation, the following coverages:

(a) Comprehensive on an all-risks basis, or if applicable, builder’s risk of direct physical loss or damage, including, without limitation, coverage for the foundations of all improvements and flood and earthquake coverage, all on a replacement cost basis with loss payable to the Chargee under an Insurance Bureau of Canada mortgage clause; the policy should allow for the improvements on the Lands to be completed (if applicable), for partial occupancy, and for the Lands to be vacant and unoccupied for a period of at least 30 days;

(b) Comprehensive broad form boiler and machinery insurance covering all pressure vessels (whether fired or unfired), air conditioning and miscellaneous electrical apparatus on the

Lands, for an amount satisfactory to the Chargee, with loss payable to the Chargee under a Boiler and Machinery Insurance Association mortgage clause;

(c) Business interruption or rental income loss coverage on a gross profits or rentals form sufficient to cover 100% of the loss of Rents or loss of business income from the business conducted on the Lands for a period of twelve (12) months, based on the greater of actual or projected revenue, in respect of all perils described in (a) and (b) above;

(d) Comprehensive general liability insurance, inclusive of bodily injury, death or property damage or loss, for a minimum amount of $5,000,000.00 per occurrence or such other amount as the Chargee may reasonably request;

(e) Theft of chattels;

(f) Prior to any advance of the principal amount, the Chargor will provide to the Chargee or its solicitors certificates of insurance policies providing the above coverages. The Chargee may have the insurance policies reviewed by a qualified property insurance consultant to ensure the insurance requirements of the Commitment are satisfied;

(g) Evidence of policy renewal or satisfactory replacement must be provided annually at least thirty (30) days before expiry; and

(h) Coverage of such other risks and perils as the Chargee may consider advisable or desirable from time to time.

Although the Chargee reserves the right to insist that all policies be on a “no co-Insurance” basis, the Chargee may consider accepting stated amount co-insurance provided that the Chargor shall at all times maintain a sufficient amount of insurance to prevent the Chargor from becoming a co-insurer under the terms and conditions of the policy.

Each policy shall be in a form and with an insurer satisfactory to the Chargee and will provide that any loss shall be payable to the Chargee as their interest may appear, subject to the standard form of mortgage clauses approved by the Insurance Bureau of Canada. The above referenced policies shall provide that the Chargee shall receive thirty (30) days’ prior written notice of cancellation or material change to the policies. The Chargor will furnish to the Chargee or its solicitors, prior to the advance of any funds, original or certified copies of insurance policies providing the above coverages. Evidence of policy renewal or satisfactory replacement must be provided annually at least (30) days before expiry of the policy.

If the Chargor fails to comply with the insurance obligations herein, the Chargee may take out insurance which it deems adequate, and the Chargor shall pay to the Chargee, on demand, all sums paid for that purpose plus accrued interest up to the reimbursement date at the rate payable hereunder.

In the event of a loss, the Chargor shall immediately advise the Chargee and shall not undertake any repairs or renovations without the consent of the Chargee. The Chargor acknowledges and agrees that any insurance monies received may, at the option of the Chargee, be applied in rebuilding, re-instating, or repairing any building, or be paid to the Chargor, or be applied in the sole discretion of the Chargee, in full or in part against the amounts due hereunder or any part thereof, whether due or not then due, or paid partly in one way and partly in another.

UNDERTAKINGS

In the event that an Event of Default has occurred with respect to any of the terms of any undertakings delivered to the Chargee in consideration of the advance of funds under this Charge, or thereafter or with respect to any covenant contained in these additional provisions and in any of the other Security Documents, such default, at the option of the Chargee, will be an Event of Default under this Charge and entitle the Chargee to all of its remedies hereunder, the Security Documents and at law, including, the acceleration of the Indebtedness without further notice to the Chargor.

AMENDMENT TO STANDARD CHARGE TERMS

Section 24 of Standard Charge Terms 200033 is hereby deleted.

SECURITY FOR INDEBTEDNESS AND OBLIGATIONS

This Charge is given as continuing security for the liability and obligations of the Borrower to the Chargee pursuant to the Commitment, the Note, hereunder and under all other Security Documents, including without limitation all of the following: (i) all performance and payment obligations of the Borrower to the Chargee, including payment of the Indebtedness, as provided in the Note herein, the Commitment, or the Security Documents; and (ii) all other obligations of the Borrower to the Chargee, in each case howsoever created, arising or evidenced, whether direct or indirect, joint or several, absolute or contingent, now or hereafter existing, absolute or past, contingent, extended or renewed, material or not, due or to become due, whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether the Borrower is bound alone or with another or others, including all Indebtedness and amounts due of any kind arising hereunder, the Commitment, or the other Security Documents and all Costs, including any and all advances, costs or expenses paid or incurred by Chargee to protect any or all of the security granted herein, the Commitment or the Security Documents, to perform any obligations of the Borrower hereunder, under the Commitment or under any other Security Documents, and interest at the interest rate set forth herein, on all of the foregoing.

EXPROPRIATION

If the Charged Property or any part thereof shall be expropriated under any Applicable Laws granting the power of expropriation, the Indebtedness remaining unpaid, shall, at the sole option of the Chargee, forthwith become due and payable, together with any prepayment charges provided for herein. In any event, all the proceeds of any expropriation of the Charged Property or any part thereof shall be paid to the Chargee, at its option, in priority to the claims of any other party.

WARRANTIES, REPRESENTATIONS AND COVENANTS

Each Covenantor represents, warrants to and covenants with the Chargee that:

(a) Organization, Power and Authority

Each Covenantor, as applicable, (i) if it is a corporation, is a duly organized and validly existing corporation under the laws of its jurisdiction; (ii) has full power, authority and legal right to own the Charged Property and to carry on its business thereon in compliance with all Applicable Laws and is duly licensed, registered or qualified in all jurisdictions where the character of its undertaking, property and assets or the nature of its activities makes such licensing, registration or qualification necessary or desirable; (iii) has full power, authority and legal right to enter into each of the Security Documents to which it is a party and to do all acts and execute and deliver all other documents as are required to be done, observed or performed by it in accordance with their respective terms; (iv) has taken all necessary action and proceedings to authorize the execution, delivery and performance of the Security Documents to which it is a party and to observe and perform the provisions of each in accordance with its terms; and (v) shall maintain in good standing its existence, capacity, power and authority as a corporation or partnership, as the case may be, and shall not liquidate, dissolve, wind-up, terminate, merge, amalgamate, consolidate, reorganize or restructure or enter into any transaction or take any steps in connection therewith.

(b) Enforceability of Security Documents

The Security Documents executed by each or any Covenantor, constitute valid and legally binding obligations of each Covenantor, enforceable against them in accordance with their terms, and are not subject to any right of recission, right of set-off, counterclaim or defence of any nature or kind. Neither execution and delivery of the Security Documents, nor compliance with the terms and conditions of any of them (i) has resulted or will result in a violation of the constating documents governing any Covenantor, include any unanimous shareholders' agreement, or any resolution passed by the board of directors, shareholders or partners, as the case may be, of any Covenantor, (ii) has resulted or will result in a breach of or constitute a default under Applicable Laws or any agreement or instrument to which any Covenantor is a party or by which any Covenantor or the Charged Property or any part thereof is bound, or (iii) requires any approval or consent of any Person except such as has already been obtained.

(c) Title

The Chargor has good and marketable title in fee simple to the Charged Property free and clear of all Liens except Permitted Encumbrances and the Lien of this Charge. The Chargor is the sole legal and beneficial owner of the Charged Property. The Chargor shall defend title to the Charged Property for the benefit of the Chargee from and against all actions, proceedings and claims of all Persons. No Person has any option, right of first refusal or other right to acquire the Charged Property or any part thereof or interest therein.

(d) Priority

This Charge and the other Security Documents are and shall be a valid first Lien or Liens on the Charged Property at all times, subject only to the Permitted Encumbrances consented to by the Chargee.

(e) Litigation

Save as disclosed to the Chargee in writing, no Covenantor has any judgments or orders of any court of tribunal outstanding against it. There is no litigation, administrative proceeding, investigation or other legal action or claims (including any proceeding under any applicable bankruptcy or insolvency laws) pending or, to the knowledge of each Covenantor, threatened, against the Charged Property or any Covenantor, including any dispute between any Covenantor and any governmental authority affecting any Covenantor or the Charged Property. Upon becoming aware of any such matters, the Covenantor shall promptly notify the Chargee of same and shall provide the Chargee with reasonable information in respect thereof as the Chargee may require from time to time, provided that in doing so, the Covenantor shall not be deemed to have cured the fact that its representation set out in this Subsection has become incorrect.

(f) Rights of Way, Easements, Permits, Services and Access

The Chargor has obtained and shall maintain in good standing at all times all rights of way, easements, grants, privileges, licenses, certificates, permits, approval entitlements, franchises and other similar property and rights necessary for the lawful construction, occupancy, operation and use of the Charged Property. The Charged Property has unrestricted and unconditional rights of access to public highways at all existing access points and is served by all services and utilities necessary or convenient to the full use and enjoyment of the Charged Property. All such services and utilities are located in the public highway(s) abutting the Lands, and are connected so as to serve the Charged Property without passing over other property, except to the extent such other property is subject to a perpetual easement for such utility benefiting the Charged Property. All roads necessary for the full utilization of the Charged Property for its current purpose have been completed and dedicated to public use and accepted by all governmental authorities.

(g) Operation and Maintenance

The Chargor shall diligently maintain, use, manage, operate and repair the Charged Property in a good, safe and insurable condition in accordance with all Applicable Laws, and all Property Agreements, any encumbrances on title such as easements, agreements, restrictions and the like so as to preserve and protect the Charged Property and maximize the earnings, incomes, Rents, issues and profits therefrom. The Chargor has complied and will hereafter at all times comply with all of its obligations under the Property Agreements, any encumbrances on title such as easements, agreements, restrictions and the like and all other permitted Liens and agreements relating to the Charged Property. The Chargor shall promptly make all necessary repair and replacements to the Charged

Property. All repairs, replacements and work required under the Security Documents, or otherwise, shall be made in a good and workmanlike manner, shall (if applicable) be of equal or better in quality to the original work, shall be free of all Liens and shall comply with all Applicable Laws and Property Agreements. The Chargor shall preserve and keep in full force and effect its corporate status, franchises, rights and privileges under the laws of the jurisdiction of its formation, and all qualifications, licenses and permits applicable to the ownership, use and operation of the Charged Property.

(h) Compliance with Law

The Charged Property, including the construction thereof, complies with all Applicable Laws, any encumbrances on title such as easements, agreements, restrictions and the like and all Property Agreements. The present use and location of the Improvements are legal conforming uses under all Applicable Laws. No Improvements have been made or removed from the Lands since the date of the survey of the Lands and Improvements delivered by the Chargor prior to the Loan advance and such survey accurately shows the location of all Improvements. The Chargor shall not change the use of the Charged Property, abandon the Charged Property, commit or permit any waste on or of the Charged Property, apply for or consent to any public restriction (including any zoning by-law or amendment or minor variance) or private restriction, or permit the removal of any Improvements or Fixtures from the Charged Property (other than a tenant's improvements removable by a tenant in accordance with its Lease).

The Charged Property is free of structural defects, and all building systems contained therein are in good working order and repair subject to ordinary wear and tear. No proceedings have been commenced or, to the Chargor's knowledge are contemplated with respect to the expropriation of all or any portion of the Charged Property or for the relocation of roadways providing access to the Charged Property.

(i) Full and Accurate Disclosure

None of the Security Documents, Property Agreements, representations, warranties, information, and other documents and materials provided by or on behalf of any Covenantor to the Chargee now, heretofore, or hereafter until the repayment in full of the Indebtedness, contains or shall contain any untrue statement of a material fact or omits to state any material fact necessary to make statements contained herein or therein not misleading. No statement of fact now made or shall be made by or on behalf of any Covenantor in this Charge or in any of the other Security Documents contains or shall contain any untrue statement of a material fact or omits to state any material fact necessary to make statements contained herein or therein not misleading. There is no fact presently known to any Covenantor which has not been disclosed to the Chargee which adversely affects, nor as far as any Covenantor can foresee, might adversely affect, the Charged Property or the business, operations or condition (financial or otherwise) of the Chargor.

(j) Financial Statements

The financial statements and net worth statements (if any) delivered by each Covenantor to the Chargee in connection with the Loan are true, correct and accurately reflect in all material respects the financial condition of each Covenantor, and no change, event, or condition has occurred since the date of preparation to the date of the Loan advance which has had, or is reasonably likely to have, a material adverse effect on any of the Covenantors or the Charged Property. Except as disclosed in such financial statements and net worth statements, there are no liabilities (fixed or contingent) affecting the Charged Property or the Chargor. The Chargor shall furnish to the Chargee:

(i) within 15 days before each anniversary date of the Loan advance, a detailed rent roll and detailed operating statement (showing yearly activity and year-to-date) stating operating revenues, operating expenses, operating income and net cash flow for the preceding calendar year; and

(ii) within 120 days after the end of each fiscal year of the Chargor's operation of the

Charged Property, the Chargor shall furnish to the Chargee a current (as of the end of such fiscal year) balance sheet, a detailed rent roll and a detailed operating statement stating operating revenues, operating expenses, operating income and net cash flow for each of the Covenantors and the Charged Property, prepared on a review engagement basis and certified by an independent public accountant reasonably satisfactory to the Chargee.

All financial statements shall be in scope and detail reasonably satisfactory to the Chargee and certified by the chief financial representative of the Chargor. All financial statements shall be prepared in accordance with generally accepted accounting principles in Canada in effect on the date so indicated and consistently applied (or such other accounting basis reasonably acceptable for the Chargee). The Chargor shall deliver to the Chargee such additional information regarding the Chargor, its subsidiaries, its business, any Covenantor and the Charged Property promptly after the Chargee's request therefor. The Chargor shall permit the Chargee to examine such records, books and papers of the Chargor which reflect upon its financial condition and the income and expenses of the Charged Property.

The Chargor has filed all federal, provincial and municipal tax returns required to be filed and have paid or made adequate provision for the payment of all federal, provincial and municipal taxes, charges and assessments payable by the Chargor. The Chargor believes that its tax returns properly reflect the income and taxes of the Chargor for the periods covered thereby, subject only to reasonable adjustments required by the Canada Revenue Agency or other applicable tax authority upon audit. As of the date of the Loan advance, the Chargor has no liability (fixed or contingent) for any taxes, surtaxes, duties, rates, and other similar charges or statutory trusts imposed by Applicable Laws or any governmental authority (including all related interest, penalties and fines), except as reflected in its financial statements delivered to the Chargee.

EVENTS OF DEFAULT

Each of the following shall constitute an "Event of Default" under this Charge:

(a) the failure of any of the Covenantors to pay any principal, interest or other amount due under the Security Documents when due, or the Covenantors' failure to pay the Loan at the Balance Due Date, or upon acceleration or otherwise;

(b) any of the Covenantors default in performing or observing any covenant or obligation on its part to be observed and performed in this Charge or in any of the other Security Documents;

(c) any representation or warranty of any Covenantor herein in any of the Security Documents or in the Loan application and any document or material provided in connection therewith including any financial statement, rent roll or data at any time delivered by or on behalf of any Covenantor in connection with the Loan is or becomes incorrect or misleading in any material respect;

(d) any enforcement action (an "**Enforcement Action**") of any kind is taken by a third party or a subsequent mortgagee including: the commencement of power of sale, foreclosure or other judicial or private sale proceedings, appointing or applying for, or obtaining or consenting to the appointment of, a receiver, a manager or a receiver and manager or other person having similar powers in respect of the Chargor or all or any part of the Charged Property, taking possession or control of all or any part of the Charged Property, giving notice of default, notice of intention to enforce security, or undertaking, commencing, giving notice of or taking any action or proceeding seeking payment or recovery of all or any part of any indebtedness owed to such third party or damages in lieu thereof, or accepting a transfer of any property in lieu of foreclosure, or the exercise of any other rights or remedies available to a creditor under its security or otherwise at law or in equity, including without limitation, the acceleration of debt, or the commencement of any proceedings seeking the dissolution, liquidation, winding up or termination of any Covenantor, or any participation in or any actions in furtherance of the foregoing;

(e) or a resolution is passed or an order is made for the dissolution, liquidation, winding-up or termination of any Covenantor or other cancellation or suspension or its incorporation or termination of its existence;

(f) a decree or order of a court of competent jurisdiction is sought to adjudge any Covenantor a bankrupt or insolvent or any petition is filed seeking the winding-up, reorganization, reconstruction or arrangement of any Covenantor under the CCAA, the BIA or the *Winding-Up and Restructuring Act (Canada)*(the "**WURA**") or any other bankruptcy, insolvency or analogous laws or issuing sequestration or process of execution against any Covenantor or against all or any part of the assets of any Covenantor or seeking the winding up or liquidation of its affairs, or appointing a trustee, receiver, receiver and manager, interim receiver, custodian, liquidator or other person with similar powers of any Covenantor or all or any part of its assets;

(g) any Covenantor becomes insolvent, commits an act of bankruptcy, makes any assignment in bankruptcy or makes any other assignment for the benefit of creditors, makes any proposal under the BIA or any other comparable law, seeks relief under the CCAA, the WURA or any other bankruptcy, insolvency or analogous law, is adjudged bankrupt, files a petition or proposal in bankruptcy, consents to or acquiesces in the appointment of a trustee, receiver, receiver and manager, interim receiver, custodian, sequestrator or other person with similar powers of itself or of all or any part of its assets, or files a petition or application or otherwise commences any proceeding seeking any reorganization, arrangement, composition or readjustment under any applicable bankruptcy, insolvency, moratorium, reorganization or other similar law affecting creditor's rights or consents to, or acquiesces in, the filing of such petition;

(h) any party brings an application seeking the appointment of a receiver, receiver-manager or receiver and manager of any Covenantor of any material part of its properties, assets or undertakings, or if any such party is appointed in respect of any Covenantor;

(i) any Person takes any Enforcement Action in respect of the Charged Property or any other property of any Covenantor, or any distress or analogous process is levied upon any Covenantor;

(j) all or any part of the Charged Property becomes subject to any Lien not consented to by the Chargee in writing or if consented to there is default by any Covenantor under any other encumbrances, Liens or security agreements;

(k) a judgment or order for the payment of money due shall have been obtained or entered or any writ of execution, distress, attachment or other similar process shall have been issued or levied against any Covenantor in an amount which, in the opinion of the Chargee could materially and adversely affect the ability of such Covenantor to fulfill its obligation to the Chargee to repay the Indebtedness or under any of the Security Documents;

(l) any fact, circumstance, event, change or effect occurs or arises that, individually or in aggregate with any other facts, circumstances, events, changes, effects or occurrences, has a material adverse effect on (i) the business, assets, liabilities, results of operation or financial condition of any Covenantor or (ii) the condition or value of the Charged Property;

(m) any part of the Charged Property is condemned or expropriated;

(n) if the Chargor is in breach or default under any of the Permitted Encumbrances; or

(o) any other event of default occurs under any other of the Security Documents.

REMEDIES

In addition to any other remedies contained herein or in any of the other of the Security Documents or as may be available at law or in equity the Chargee shall have the remedies hereinafter set forth.

Acceleration

Upon an Event of Default, the entire Indebtedness shall, at the option of the Chargee in its sole discretion, immediately become due and payable, with interest thereon at the Interest Rate to the date of actual payment thereof, all without notice, presentment, protest, demand, notice of dishonour or any other demand or notice whatsoever, each of which are hereby expressly waived, and all the Chargee's rights and remedies under this Charge, the other Security Documents, and otherwise at law and in equity shall immediately become enforceable.

Power of Sale

Upon the Chargee's rights and remedies hereunder becoming enforceable for at least fifteen (15) days, on at least thirty-five (35) days notice in writing given to the Chargor, the Chargee may enter on and lease or sell the Charged Property or any part thereof by public auction or private sale and on such terms as to credit and otherwise as may appear to it most advantageous, and for such price as can be reasonably obtained therefor. Such notice shall be given to such persons and in such manner and form and within such time as provided in the *Mortgages Act*. The Chargee shall be entitled to buy in or rescind or vary any contract for sale of any of the Charged Property, and resell without being answerable for any loss occasioned thereby. In the case of a sale on credit, the Chargee shall only be accountable for monies actually received in cash as and when so received. For such purposes, the Chargee may make and execute all agreements and assurances which it shall think fit. The purchaser shall in no case be bound to enquire whether notice of intention to sell has been given or default made, or otherwise as to the regularity or validity of any sale made hereunder, and any sale by the Chargee shall be valid as regards the purchaser and shall not in any way be affected thereby. The Chargee shall be entitled to apply the proceeds of any sale hereunder first in payment of all Costs, charges and expenses incurred in respect of such sale, as more particularly described below, and secondly in payment of all amounts of interest and principal owing hereunder, in such order as the Chargee may select. If any surplus remains after the Chargee has fully satisfied its claims, such surplus shall be paid to the party then entitled by law to receive such surplus, or into court. The powers conferred on the Chargee hereunder are in addition to and not in limitation of any other rights or powers of the Chargee under this Charge, or at law or in equity.

The costs of any sale proceedings or other Enforcement Action hereunder, whether such sale proves abortive or not, including all commissions and other fees payable to real estate agents and brokers in connection with any such sale, and all Costs, charges and expenses (including, without limitation, legal fees on a full indemnity basis) incurred in respect of the Charged Property, which the Chargee shall be entitled to do, or in taking, recovering or keeping possession of the Charged Property, or in enforcing the remedies of the Chargee under this Charge, or by reason of non-payment or in procuring payment of the monies hereby secured, shall be added to the Indebtedness and bear interest at the Interest Rate provided for in this Charge as well after as before maturity, and shall be a charge on the Charged Property and shall be payable immediately with interest as aforesaid, and in default of payment, may be paid from the proceeds of any sale of the Charged Property.

Possession

Upon the Chargee's rights and remedies hereunder becoming enforceable, the Chargee may enter into and take possession of the Charged Property and shall be entitled to:

(a) have, hold, use, occupy, possess and enjoy the Charged Property without let, suit, hindrance, interruption or denial of the Chargor or any other Person;

(b) maintain, repair and complete the construction of the Improvements;

(c) inspect, manage, take care of, collect Rents and lease the Charged Property or any part thereof for such terms and for such Rents (which may extend beyond the Balance Date) and on such conditions and provisions (including providing any leasehold improvements and tenant inducements) as the Chargee may determine in its sole discretion, which Leases shall have the same effect as if made by the Chargor; and

(d) pay from the Rents received all expenses of maintaining, preserving, protecting and operating the Charged Property, making any additions and replacements thereto and all charges payment of which may be necessary to preserve or protect the Charged Property and the Chargee shall have and enjoy and may exercise all powers necessary to the performance of all functions made necessary or advisable by possession, including without limitation power to advance its own monies at the interest rate chargeable hereunder and to enter into contracts and undertake obligations for the foregoing purposes upon security hereof,

and all Costs, charges and expenses incurred by the Chargee in the exercise of such rights (including allowances for the time, service or effort of any person appointed by the Chargee for the above purposes, and all legal fees and disbursements incurred and all commissions and other fees payable to real estate agents and brokers in connection with any lease), together with interest thereon at the interest rate chargeable hereunder, shall be payable forthwith by the Chargor to the Chargee, and until paid shall be added to the Indebtedness and shall be secured by this Charge. Each lease or renewal of lease made by the Chargee while in possession of the Charged Property shall continue for its full term notwithstanding the termination of the Chargee's possession. The Chargee shall not be liable for any loss or damage sustained by the Chargor or any other person resulting from any lease entered into by the Chargee, any failure to lease the Charged Property, or any part thereof, or from any other act or omission of the Chargee or any receiver in managing the Charged Property, nor shall the Chargee be obligated to perform or discharge any obligation or liability of the Chargor under any Lease, Security Documents or otherwise at law or in equity.

Exercise Rights of Chargor; Distraint

Upon the Chargee's rights and remedies hereunder becoming enforceable, the Chargee shall have, enjoy and exercise of all the powers and rights of and enjoyed by the Chargor with respect to the Charged Property or incidental, ancillary, attaching or deriving from the ownership by the Chargor of the Charged Property, including without limitation the powers of the receiver hereinbefore set out and the power to enter into agreements, to grant or agree to mortgages and other encumbrances, and to grant or reserve easements, rights-of-way, rights in the nature of easements and licences, in each case over or pertaining to the whole or any part of the Charged Property. If the Chargor shall make default in payment of any part of the interest payable under this Charge at any of the dates or times fixed for payment thereof, it shall be lawful for the Chargee to distrain therefor upon the Charged Property or any part thereof, and by distress warrant, to recover by way of rent reserved, as in the case of a demise of the Charged Property, so much of such interest as shall from time to time be or remain in arrears and unpaid, together with all costs, charges and expenses attending such levy or distress, as in like cases of distress for rent. The Chargee may distrain for arrears of principal or other monies owing hereunder in the same manner as if the same were arrears of interest.

Chargee's Right to Perform Obligations

If the Chargor shall fail, refuse or neglect to make any payment or perform any act required by the Security Documents, then while any Event of Default exists, and without notice to demand upon the Chargor and without waiving or releasing any other right, remedy or recourse the Chargee may have because of such Event of Default, the Chargee may (but shall not be obligated to) make such payment or perform such act for the account of and at the expense of the Chargor, and shall have the right to enter upon the Charged Property for such purpose and to take all such action thereon and with respect to the Charged Property as it may deem necessary or appropriate. If the Chargee shall elect to pay any sum due with reference to the Charged Property, the Chargee may do so in reliance on any bill, statement or assessment procured from the appropriate governmental authority or other issuer thereof without inquiring into accuracy or validity thereof. Similarly, in making any payments to protect the security intended to be created by the Security Documents, the Chargee shall not be bound to inquire into the validity of any apparent or threatened adverse title, lien, encumbrance, action, claim or charge before making an advance for the purpose of preventing or removing the same. The Chargor shall indemnify the Chargee for all Costs, losses, expenses, damages, claims and causes of action, including legal fees (on a full indemnity basis), incurred or accruing by reason of any acts performed by the Chargee pursuant to these provisions. All sums paid by the Chargee pursuant to this section, and all other sums expended by the Chargee to which it shall be entitled to be indemnified, together with interest thereon at the interest rate charged herein from the date of such payment or expenditure until paid, shall be added to the Indebtedness, shall be secured by the Security Documents and shall be paid by the Chargor to the Chargee upon demand.

Concurrent Remedies

The Chargee may exercise all remedies provided for in this Charge or otherwise at law or in equity concurrently or in such order and at such times as it may see fit and will not be obligated to exhaust any right or remedy before exercising any of its other rights or remedies pursuant to any other provisions contained in this Charge, any other Security Documents or otherwise at law or in equity.

Remedies Cumulative

For greater certainty, it is expressly understood and agreed that the rights and remedies of the Chargee hereunder or under any other of the Security Documents or instruments executed pursuant to the Commitment are cumulative and are in addition to and not in substitution for any rights or remedies provided by law or by equity, and any single or partial exercise by the Chargee of any right or remedy for a default or breach of any term, covenant, condition or agreement contained herein, in the Security Documents or other documents or instruments executed pursuant to the Commitment shall not be deemed to be a waiver of or to alter, affect or prejudice any other right or remedy or other rights or remedies to which the Chargee may be lawfully entitled for such default or breach. Any waiver by the Chargee of the strict observance, performance or compliance with any term, covenant, condition or other matter contained herein, in the Security Documents or other documents or instruments executed pursuant to the Commitment or the Security Documents and any indulgence granted, either expressly or by course of conduct, by the Chargee shall be effective only in the specific instance and for the purpose for which it was given and shall be deemed not to be a waiver of any rights and remedies of the Chargee hereunder, in the Security Documents or other documents or instruments executed pursuant to the Commitment as a result of any other default or breach hereunder or thereunder. In the event of a conflict or inconsistency between the application of any of the rights and remedies contained herein and the application of any of the rights or remedies of any of the other Security Documents, the provisions giving the Chargee the greater rights or remedies shall govern (to the maximum extent permitted by applicable law), it being understood that the purpose of this Charge and any of the other Security Documents is to add to, and not detract from, the rights granted to the Chargee under the Security Documents. The Chargee in its exercise of its rights and remedies may proceed to exercise any and all rights hereunder, under the Security Documents, and as available at law and no such remedy for the enforcement of the rights of the Chargee shall be exclusive of, or dependent on, any other remedy, but any one or more of such remedies may from time to time be exercised independently or in combination.

Judgments

The taking of a judgment or judgments against the Chargor or any of the other Covenantors for breach of its obligations contained in this Charge or any other Security Document will not merge or extinguish such obligations or affect the Chargee’s rights to interest on the Indebtedness at the interest rate chargeable hereunder. Any such judgment may provide that interest thereon will be computed at the interest rate chargeable hereunder until such judgment is fully paid and satisfied.

Extension of Time and Waiver

Neither any extension of time given by the Chargee to the Chargor or any of the other Covenators or any person claiming through the Chargor, nor any amendment to this Charge or other dealing by the Chargee with a subsequent owner of the Charged Property will in any way affect or prejudice the rights of the Chargee against the Chargor or any other Covenantor or other persons liable for payment of the Indebtedness. The Chargee may waive any Event of Default in its sole discretion. No waiver will extend to a subsequent Event of Default, whether or not the same as or similar to the Event of Default waived, and no act or omission by the Chargee will extend to, or affect, any subsequent Event of Default or the rights of the Chargee arising from such Event of Default. Any such waiver must be in writing and signed by the Chargee. No failure on the part of the Chargee or the Chargor to exercise, and no delay by the Chargee or the

Chargor in exercising, any right pursuant to this Charge will operate as a waiver of such right. No single or partial exercise of any such right will preclude any other or further exercise of such right.

No course of dealing on the part of the Chargee, its officers, employees, consultants or agents, nor any failure or delay by the Chargee with respect to exercising any right, power or privilege of the Chargee under any of the Security Documents, shall operate as a waiver thereof. No waiver of any provision of the Security Documents shall be effective unless in writing and signed by the party against whom enforcement is sought.

Release

The Chargee may release in its discretion and at any time any of the Covenantors or any part or parts of the Charged Property from all or any part of the Indebtedness or the security either with or without any consideration and without releasing any other part of the Charged Property or any other of the Covenantors or other person from this Charge, any of the other Security Documents or from any of the covenants contained in this Charge or any of the other Security Documents, and without being accountable to the Chargor for the value of the Charged Property released or for any money except that actually received by the Chargee. Every part or lot into which the Charged Property is or may hereafter be divided will stand charged with the entire Indebtedness. The Chargee may grant time, renewals, extensions, indulgences, releases and discharges, may take securities from and give the same up, may abstain from taking securities from or from perfecting securities, may accept compositions and proposals, and may otherwise deal with the Chargor and all of the other Covenantors and securities as the Chargee may see fit without prejudicing the rights of the Chargee under the Loan or the Security Documents.

MISCELLANEOUS

General Indemnity

The Chargor shall protect, defend, indemnify and save harmless the Chargee its shareholders, directors, officers, employees and agents from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including without limitation reasonable legal fees and expenses), imposed upon or incurred by or asserted against the Chargee by reason of (a) ownership of the Charge, the Charged Property or any interest therein or receipt of any Rents; (b) any accident, injury to or death of persons or loss of or damage to the Charged Property occurring in, on or about the Charged Property or any part thereof or on the adjoining sidewalks, curbs, adjacent Charged Property or adjacent parking areas, streets or ways; (c) any use, non-use or condition in, on or about the Charged Property or any part thereof or on the adjoining sidewalks, curbs, adjacent Charged Property or adjacent parking areas, streets or ways; and (d) performance of any labour or services or the furnishing of any materials or other property in respect of the Charged Property or any part thereof. Any amounts payable to the Chargee by reason of the application of this section shall become immediately due and payable and shall bear interest at the interest rate charegeable hereunder from the date loss or damage is sustained by the Chargee until paid.

Time of the Essence

Time is of the essence with respect to this Charge.

Waivers

No course of dealing on the part of the Chargee, its officers, employees, consultants or agents, nor any failure or delay by the Chargee with respect to exercising any right, power or privilege of the Chargee under the any of the Security Documents, shall operate as a waiver thereof. No waiver of any provision of the Security Documents shall be effective unless in writing and signed by the party against whom enforcement is sought.

Governing Law

This Charge and the Security Documents shall be governed by and construed in accordance with the laws of the Province in which the Charged Property is located and the applicable laws of Canada.

Successors and Assigns

This Charge shall ensure to the benefit of and be binding upon the heirs, executors, administrators, successors and permitted assigns of the parties hereto. This Charge may be assigned by the Chargee at any time without prior notice to or consent of the Chargor.

Currency

All dollar references in this Charge are expressed in Canadian dollars.

Obligations as Covenants

Each obligation of the Covenantors expressed in this Charge or in any of the Security Documents, even though not expressed as a covenant, is deemed for all purposes to be a covenant made with the Chargee.

Land Registration Reform Act

The Parties hereby exclude from this Charge all of the covenants deemed to be included by section 7(1) of the *Land Registration Reform Act (Ontario)* (the **"Act"**), which covenants are hereby replaced by the covenants and agreements contained herein.

Electronic Imaging

The parties hereto agree that, at any time, the Chargee may convert paper records of the Security Documents and all other documentation delivered to the Chargee (each, a **"Paper Record")** into electronic images (each, an **"Electronic Image"**) as part of the Chargee's normal business practices. The parties agree that each such Electronic Image shall be considered as an authoritative copy of the Paper Record and shall be legally binding on the parties and admissible in any legal, administrative or other proceeding as conclusive evidence of the contents of such document in the same manner as the original Paper Record.

Severability

If any one or more of the provisions contained in this Charge shall for any reason be held by a court or competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of the Chargee, be severable from and shall not affect any other provision of this Charge, but this Charge shall be construed as if such invalid, illegal or unenforceable provision had never been contained in this Charge.

RENTAL PROVISIONS

The Chargor covenants and agrees with the Chargee that the Chargor will obtain the prior written consent of the Chargee not to be unreasonably withheld before executing any lease, offer or agreement to lease, or any tenancy agreement for the lease of the whole or any part of the Charged Property regardless of the length of term of any such lease, offer or agreement to lease, or tenancy agreement.

If the Charged Property is leased in whole or in part, by the Chargor without the prior written consent of the Chargee, or if the Chargor fails to inform the Chargee of any change or happening affecting any of the leases set out above all sums secured hereunder, together with accrued interest and unearned interest thereon until maturity shall at the Chargee's option forthwith become due and payable.

Properties

PIN 00528 - 0224 LT

Description FIRSTLY: PART LOT 19 CONCESSION 1 RALEIGH PARTS 1, 2, 3, 4 & 5 24R9361; SECONDLY: PART LOT 19 CONCESSION 1 RALEIGH PARTS 1, 4 & 5 24R7621 EXCEPT PARTS 1, 2, 3, 4 & 5 24R9361; SUBJECT TO AN EASEMENT OVER PT 4 24R9361 IN FAVOUR OF PT LT 20 CON 1 RALEIGH PT 1 24R1643 AS IN 340724; TOGETHER WITH AN EASEMENT OVER PT LT 19 CON 1 RALEIGH PT 1 24R1855 AS IN 164642; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 4 & 5 24R9361 AS IN 576414; SUBJECT TO AN EASEMENT OVER PART 3 24R9361 IN FAVOUR OF PT LT 19 CON 1 RALEIGH PTS 1, 4 & 5 24R7621 EXCEPT PTS 1, 2, 3, 4 & 5 24R9361 AS IN CK68020; SUBJECT TO AN EASEMENT OVER PT LT 19 CON 1 RALEIGH PTS 1, 2, 3, 4 & 5 24R9361 IN FAVOUR OF PT LT 19 CON 1 RALEIGH PTS 1, 4 & 5 24R7621 EXCEPT PTS 1, 2, 3, 4 & 5 24R9361 AS IN CK68020; TOGETHER WITH AN EASEMENT OVER PT LT 19 CON 1 RALEIGH PTS 1, 4 & 5 24R7621 EXCEPT PTS 1, 2, 3, 4 & 5 24R9361 AS IN CK68020; SUBJECT TO AN EASEMENT AS IN 164642; TOGETHER WITH AN EASEMENT OVER PT LT 19 CON 1 RALEIGH PT 3 24R9361 AS IN CK68020; TOGETHER WITH AN EASEMENT OVER PT LT 19 CON 1 RALEIGH PTS 1, 2, 3, 4 & 5 24R9361 AS IN CK68020; SUBJECT TO AN EASEMENT OVER PTS 1, 4 & 5 24R7621 EXCEPT PTS 1, 2, 3, 4 & 5 24R9361 IN FAVOUR OF PT LT 19 CON 1 RALEIGH PTS 1, 2, 3, 4 & 5 24R9361 AS IN CK68020; MUNICIPALITY CHATHAM-KENT

Address 566 RIVERVIEW DRIVE
CHATHAM

Applicant(s)

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

Name 2472602 ONTARIO INC.
Acting as a company
Address for Service 111 Heritage Road, Suite 200, Chatham, Ontario N7M 5W7

I, Trevor Henry, CFO, have the authority to bind the corporation.

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

Party To(s) *Capacity* *Share*

Name HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.
Acting as a company
Address for Service 89 Tycos Drive, Suite 208, Toronto, Ontario M6B 1W3

Statements

The applicant applies for the entry of a notice of general assignment of rents.

This notice may be deleted by the Land Registrar when the registered instrument, CHARGE HILLMOUNT to which this notice relates is deleted

Schedule:

File Number

Party To Client File Number : 205059 JF/LR

THIS INDENTURE made the 5th day of October, 2020.

B E T W E E N :

2472602 ONTARIO INC.

(hereinafter called the **"Mortgagor"**}

OF THE FIRST PART

- A N D -

HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.

(hereinafter called the **"Mortgagee"**)

OF THE SECOND PART

WHEREAS:

A: The Mortgagee is advancing to the Mortgagor the sum of **Three Million Dollars ($3,000,000.00)** upon the security of a Charge/Mortgage, (the **"Mortgage"**) registered in the Land Titles Office for the Kent Land Registry Office (No. 24) and made by the Mortgagor in favour of the Mortgagee on the security of the lands and premises owned by the Mortgagor and described herein under "Properties" on page 1 hereof, which lands and all buildings at any time thereon during the existence of the Mortgage are herein referred to as the **"Mortgaged Premises"**;

B: As a condition precedent of making the aforesaid mortgage loan, the Mortgagee has required an assignment to the Mortgagee; its heirs successors and assigns, as additional security for the observance and performance by the Mortgagor of its covenants and agreements contained in the Mortgage, all rents and other monies due or accruing due or at any time hereafter to become due and payable and all of the other rights of the Mortgagor under:

(i) all present and future leases, agreements to lease and subleases of any part of the Mortgaged Premises and all tenancies, present or future licences affording any person a right to use or occupy any part of the Mortgaged Premises, in such case for the time being in effect, and all revisions, alterations, modifications, amendments, changes, extensions, renewals, replacements, or substitutions thereof or therefore which are now or may hereafter be effected or entered into (hereinafter collectively referred to as the **"Leases"**);

(ii) all present and future (i) guarantees of any or all of the obligations of any tenant (which term means any person who now or hereafter is a party to a Lease for the time being in effect and has any right of use or occupancy of all or any part of the Mortgaged Premises under a Lease); (ii) indemnities in respect of all or any of the obligations of any Tenant under any Lease and (iii) arrangements with a similar person for any other person to take over all or part of the balance of the term of any tenant under any Lease, and all revisions, alterations, modifications, amendments, changes, extensions, renewals, replacements and substitutions thereof or therefore which may hereafter be effected or entered into (hereinafter collectively referred to as the **"Guarantee of Leases"**).

NOW THEREFORE this Indenture witnesseth that in consideration of the premises and the sum of TWO ($ 2.00) DOLLARS now paid by the Mortgagee to the Mortgagor (the receipt and sufficiency whereof is hereby acknowledged):

1. The granting of this assignment does not derogate from the Mortgagor's obligation under the Mortgage not to lease, rent or part with possession of the Mortgaged Premises without first obtaining the Mortgagee's prior written consent, which consent may be unreasonably withheld.

   Subject to paragraph 2 hereof, the Mortgagor hereby assigns, transfers and sets over unto the Mortgagee, its heirs, executors, administrators, successors and assigns, (a) The Leases and Guarantees of Leases; and (b) all rents and other monies now due or accruing due or at any time hereafter to become due and payable under each and every Lease and Guarantee of Leases, all other obligations of the other parties thereto and all benefits, advantages and powers to be derived therefrom; with full power and authority in each case to demand, sue for, recover, receive and give receipts for all rents and other moneys payable thereunder; to have and to hold unto the Mortgagee until all moneys owing and all obligations of the Mortgagor in respect of the Mortgage have been fully paid and fulfilled and after the Mortgage has been fully released and discharged this Agreement shall be void and of no further effect.

2. It is the intention of the parties hereto that this instrument shall be a present assignment provided that the Mortgagee shall not exercise any rights or remedies herein given to it until the Mortgagor is in default under any of the terms and provisions of the Mortgage or of this assignment. Until such default, the Mortgagor shall be permitted to collect, take, retain and use or permit the collection, taking, retention and use of the rents and revenues from the Mortgaged Premises. Default under this Indenture shall constitute default under the Mortgage.

3. (a) At any time, whether or not the Mortgagor is in default hereunder and whether or not the Mortgagee has determined to enforce the security hereof, upon request by the Mortgagee, the Mortgagor will promptly deliver, to the extent that the same have not been previously delivered, to the Mortgagee a copy of any or all of the Leases and any Guarantees of Leases;

   (b) The Mortgagor covenants and agrees that all the obligations of the Lessor or Licensor under each of the Leases will be observed and performed except to the extent that such observance or performance may be waived by the obligees;

   (c) The Mortgagor covenants and agrees that it will, from time to time, on request by the Mortgagee, execute or join in the execution of and deliver to the Mortgagee any one or more of the following which shall be subject to this Indenture:

      (i) A Specific Assignment of all of the rights, title and interest of the Mortgagor as Lessor or Licensor in, to, under, or in respect of all rents and other moneys now due and payable under any one or more of the Leases and any Guarantees of Leases;

      (ii) A Specific Assignment of all the right, title and interest of the Mortgagor, as Lessor or Licensor in, to, under or in respect of any of the Leases, all rent or other moneys now due and payable or hereafter to become due and payable thereunder, all other obligations of the other parties thereunder and all the benefits, advantages and powers to be derived therefrom and each and every Guarantee of Lease, with full power and authority to demand, sue for, recover, receive and give receipts for all rents and other moneys payable thereunder and otherwise to enforce the rights of the Mortgagor thereunder in the name of the Mortgagor;

4. Whenever the Mortgagor has been in default under any of the terms or provisions of the Mortgage, the Mortgagee shall be entitled to enter into possession of the Mortgaged Premises and collect the rents and revenues thereof, distrain in the name of the Mortgagor

for the same and appoint its agents to manage the Mortgaged Premises and pay such agents reasonable charges for their services and charge the same to the account of the Mortgagor; and that any agents so appointed by the Mortgagee shall have the authority and power:

(a) to make any Lease or Leases of the Mortgaged Premises or of any part thereof at such rent and on such terms as the Mortgagee in its discretion may consider proper and to cancel or surrender existing Leases, to alter or amend the terms of existing Leases, to renew existing Leases, or to make concessions to Tenants as the Mortgagee in its discretion may consider proper;

(b) to manage generally the Mortgaged Premises to the same extent as the Mortgagor could do; and

(i) to collect the rents and revenues and give good and sufficient receipts and discharges therefor, and in their discretion, distrain in the name of the Mortgagor for such rents and revenues;

(ii) to pay all insurance premiums, taxes, necessary repairs, renovations and upkeep, carrying charges, rent or lease commissions, salary of any janitor or caretaker, cost of heating, and any and all payments due on the Mortgage to the Mortgagee;

(iii) to accumulate the rents and revenues in such agent's hands in a reasonable amount to make provision for maturing payments of interest and principal on the Mortgage, and for the payments of taxes, insurance, heating, repairs, renovations and upkeep, costs and expenses of collection of rents and revenues, and other expenses or carrying charges connected with the Mortgaged Premises.

5. Where any discretionary powers hereunder are vested in the Mortgagee or its agents, the same may be exercised by any officer, investment manager or manager of the Mortgagee or its appointed agents, as the case may be.

6. Any entry upon the Mortgaged Premises under the terms of this Indenture shall not constitute the Mortgagee a "Mortgagee in Possession" in contemplation of law and the Mortgagee shall not become liable to account to the Mortgagor or credit the Mortgagor with any moneys on account of the Mortgage except those which shall come into its hands or into the hands of any agents appointed by it pursuant hereto; the Mortgagee shall not be liable for failure to collect rents or revenues and shall be under no obligation to take any action or proceeding or exercise any remedy for the collection or recovery of the said rents and revenues, or any part thereof, and then, subject to all deductions and payments made out of the rents and revenues received from the Mortgaged Premises as herein provided.

7. That whenever any and all default under the Mortgage has been cured, and all taxes and insurance on the Mortgaged Premises have been paid to date, and all moneys which the Mortgagee or its agents may have expended or become liable for in connection with the Mortgaged Premises have been fully repaid, then the Mortgagee, shall redeliver possession of the Mortgaged Premises to the Mortgagor and the Mortgagor shall resume collection of the rents or revenues on the Mortgaged Premises until further default has occurred as aforesaid, and shall thereupon also be permitted to receive any remaining balance of the rents and revenues realized from the Mortgaged Premises.

8. That the Mortgagor warrants that it has not, and covenants that it shall not, at any time during the existence of the Mortgage, assign, pledge or hypothecate any Lease or Leases now or hereafter existing in respect of the Mortgaged Premises or the rents and revenues due or to become due thereunder, or any part thereof, other than to the Mortgagee; and the Mortgagor shall not, at any time during the existence of the Mortgage, commit, either by

act or omission, any breach of covenant on the part of the Lessor under any of the Leases to be observed and performed, terminate, accept a surrender of, or amend in any manner, any Lease or Leases now or hereafter existing in respect of the Mortgaged Premises, or receive or permit the payment of any rents or revenues by anticipation in respect thereof, except as provided in the Leases, without the consent in writing of the Mortgagee, which consent shall not be arbitrarily or unreasonably withheld.

9. That this assignment is taken by way of additional security only and neither the taking of this assignment nor anything done in pursuance hereof shall make the Mortgagee liable in any way, as landlord or otherwise, for the performance of any covenants, obligations or liabilities under the Leases or any of them.

10. The Mortgagor waives any rights of set-off against the Lessees.

11. The Mortgagor covenants and agrees with the Mortgagee:

(a) that the Leases shall remain in full force and effect irrespective of any merger of the interest of the Lessor and Lessee thereunder; and that it will not transfer or convey the fee title to the said premises to any of the Lessees without requiring such Lessees, in writing, to assume and agree to pay the debt secured hereby in accordance with the terms, covenants and conditions of the Mortgage hereinbefore described;

(b) that if the Leases provide for the abatement of rent during the repair of the demised premises by reason of fire or other casualty, the Mortgagor shall furnish rental insurance to the Mortgagee, the policies to be in an amount and form and written by such insurance companies as shall be satisfactory to the Mortgagee;

(c) not to terminate, modify or amend said Leases or any of the terms thereof, or grant any concessions in connection therewith, either orally or in writing, or to accept a surrender thereof without the written consent of the Mortgagee which consent shall not be unreasonably withheld and that any attempted termination, modification or amendments of said Leases without such written consent shall be null and void;

(d) other than last month’s rent, not to collect any of the rent, income and profits arising or accruing under said Leases in advance nor to accept any prepayments of rent;

(e) not to discount any future accruing rents;

(f) not to execute any other assignments of said Leases or any interest therein or any of the rents thereunder in priority to the within assignment;

(g) to perform all of the Mortgagor's covenants and agreements as Lessor under the said Leases and not to suffer or permit to occur any release of liability of the Lessees, or any rights to the Lessees to withhold payment of rent; and to give prompt notices to the Mortgagee of any notice of default on the part of the Mortgagor with respect to the said Leases received from the Lessees thereunder, and to furnish the Mortgagee with complete copies of the said notices;

(h) that all offers to lease and Leases shall be bona fide, the terms of which are to be approved by the Mortgagee prior to execution, which approval shall not be unreasonably withheld, and shall be at rental rates and terms consistent with comparable space in the area of the lands and premises described herein;

(i) if so requested by the Mortgagee, to enforce the said Leases and all remedies available to the Mortgagor against the Lessees, in case of default under the said Leases by the Lessee;

(j) that none of the rights or remedies of the Mortgagee under the Mortgage shall be delayed or in any way prejudiced by this assignment;

(k) that notwithstanding any variation of the terms of the Mortgage or any extension of time for payment thereunder, the Leases and benefits hereby assigned shall continue as additional security in accordance with the terms hereof;

(l) not to alter, modify or change the terms of any guarantees with said assignment of any of the said Leases or cancel or terminate such guarantees without the prior written consent of the Mortgagee;

(m) not to consent to any assignment of the said Leases, or any subletting thereunder, whether or not in accordance with their terms, without the prior written consent of the Mortgagee;

(n) not to request, consent to, agree to or accept subordination of the said Leases to any mortgage or other encumbrance now or hereafter affecting the Mortgaged Premises;

(o) not to exercise any right of election, whether specifically set forth in any such Leases or otherwise which would in any way diminish the tenant's liability or have the effect of shortening the stated term of the Lease; and

(p) to pay the costs, charges and expenses of and incidental to the taking, preparation and filing of this Agreement or any notice hereof which may be required and of every renewal related thereto.

12. Upon any vesting of title to the properties secured under the Mortgage in the Mortgagee or other party by Court Order, operation of law, or otherwise and upon delivery of a deed or deeds pursuant to the Mortgagee's exercise of remedies under the Mortgage, all right, title and interest of the Mortgagor in and to the Lease shall by virtue of this instrument, thereupon vest in and become the absolute property of the party vested with such title or the grantee or grantees in such deed or deeds without any further act or assignment by the Mortgagor. The Mortgagor hereby irrevocably appoints the Mortgagee and its successors and assigns, as its agent and attorney in fact, to execute all instruments of assignment or further assurances in favour of such party vested with title or the grantee or grantees.

13. In the exercise of the powers herein granted to the Mortgagee, no liability shall be asserted or enforced against the Mortgagee, all such liability being hereby expressly waived and released by the Mortgagor. The Mortgagee shall not be obligated to perform or discharge any obligation, duty or liability under the Lease, or under or by reason of this assignment, and the Mortgagor shall and does hereby agree to indemnify the Mortgagee for, and to save and hold it harmless of and from, any and all liability, loss or damage which it may or might incur under the Lease or under or by reason of this assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Lease. Should the Mortgagee incur any such liability, loss or damage under the Lease or under or by reason of this assignment, or in the defence of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorney's fees, shall be secured hereby, and the Mortgagor shall reimburse the Mortgagee therefore immediately upon demand.

14. This assignment is intended to be additional to and not in substitution for or in derogation of any assignment of rents contained in the mortgage or in any other document.

15. That the rights or remedies given to the Mortgagee hereunder shall be cumulative of and not substituted for any rights or remedies to which the Mortgagee may be entitled under the Mortgage or at Law.

16. That the terms and conditions hereof shall be binding upon and enure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereof as the case may be.

17. A discharge of the Mortgage in favour of the Mortgagor shall operate as a reassignment of this Assignment of Rents.

PROVIDED that it is hereby agreed that in construing this Indenture the words "Mortgagor" or "Mortgagors" or "Mortgagee" or "Mortgagees", and "he", "she", "they" or "it", "his", "her", "their", or "its", respectively, as the number and gender of the parties referred to in each case require, and the number of the verb agreeing therewith shall be construed as agreeing with the said word or pronoun so substituted. And that all rights, advantages, privileges, immunities, powers and things hereby secured to the Mortgagor or Mortgagors, Mortgagee or Mortgagees, shall be equally secured to and exercisable by his, her, their or its heirs, executors, administrators and assigns, or successors and assigns, as the case may be. And that all covenants, liabilities and obligation entered into or imposed hereunder upon the Mortgagor or Mortgagors, Mortgagee or Mortgagees, shall be equally binding upon his, her, their or its heirs, executors, administrators and assigns, or successors and assigns, as the case may be, and that all such covenants and liabilities and obligations shall be joint and several.

DATED this day of October, 2020.

2472602 ONTARIO INC.

Per:
Name: Trevor Henry
Title: CEO

I have authority to bind the corporation.

Signature page – Assignment of Rents

This is Exhibit “D” referred to in the
Affidavit of ITZHAK (YITZ) LEVINSON sworn by Itzhak
(Yitz) Levinson of the City of Athens, in the Country of
Greece, before me at the City of Toronto, in the Province of
Ontario, this 25th day of June, 2024 in accordance with
O. Reg. 431/20, Administering Oath or Declaration Remotely.

A Commissioner for taking affidavits

DEREK HARLAND

GENERAL SECURITY AGREEMENT

THIS AGREEMENT made this 5th day of October, 2020;

B E T W E E N:

2472602 ONTARIO INC., AGMEDICA BIOSCIENCE INC., 2642466 ONTARIO INC., 8895309 CANADA INC., WELLWORTH HEALTH CORP., 8050678 CANADA INC., 8326851 CANADA INC., TAVIVAT NATURALS INC., WORLD WIDE BEVERAGE INNOVATIONS INC., UNIQUE BEVERAGES (USA) INC. AND ESEELA INC.

(hereinafter collectively referred to as the "**Debtor**")

OF THE FIRST PART,

- and -

HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.

(hereinafter referred to as the "**Secured Party**")

OF THE SECOND PART.

WHEREAS the Debtor is now or may hereafter become indebted or otherwise liable to the Secured Party;

AND WHEREAS the Debtor has agreed to grant, as general and continuing security for the payment and performance of all its obligations to the Secured Party, a security interest over all its assets, undertaking and property;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises the Debtor hereby agrees with the Secured Party as follows:

ARTICLE 1 - INTERPRETATION

1.01 Interpretation

(1) In this Agreement, unless something in the subject matter or context is inconsistent therewith the following terms shall have the following meaning and any capitalized terms not defined herein but defined in the Mortgage shall have the meaning ascribed thereto in the Mortgage:

(a) "Agreement" means this agreement and all amendments made thereto by written agreement between the Secured Party and the Debtor;

(b) "Collateral" has the meaning ascribed to that term in Section 2.01;

(c) "Note" means the Promissory Note made by the Borrower in favour of the Secured Party dated October ►, 2020, which Note evidences the Loan;

(d) "Obligations" means all obligations, indebtedness and liability of the Debtor to the Secured Party howsoever arising, whether present or future, direct or indirect, absolute or past, contingent, extended or renewed, or material or not, and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether the Debtor is bound alone or with another or others, including without limitation, the obligations, indebtedness and liability of the Debtor to the Secured Party pursuant to the Note and Security Documents as defined in a Charge/Mortgage (the "**Mortgage**") given by the Debtor in favour of the Secured Party in the principal amount of Three Million ($3,000,000.00) Dollars and securing the property legally described securing FIRSTLY: PART LOT 19 CONCESSION 1 RALEIGH PARTS 1, 2, 3, 4 & 5 24R9361; SECONDLY: PART LOT 19 CONCESSION 1 RALEIGH PARTS 1, 4 & 5 24R7621 EXCEPT PARTS 1, 2, 3, 4 & 5 24R9361; SUBJECT TO AN EASEMENT OVER PT 4 24R9361 IN FAVOUR OF PT LT 20 CON 1 RALEIGH PT 1 24R1643 AS IN 340724; TOGETHER WITH AN EASEMENT OVER PT LT 19 CON 1 RALEIGH PT 1 24R1855 AS IN 164642; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 4 & 5 24R9361 AS IN 576414; SUBJECT TO AN EASEMENT OVER PART 3 24R9361 IN FAVOUR OF PT LT 19 CON 1 RALEIGH PTS 1, 4 & 5 24R7621 EXCEPT PTS 1, 2, 3, 4 & 5 24R9361 AS IN CK68020; SUBJECT TO AN EASEMENT OVER PT LT 19 CON 1 RALEIGH PTS 1, 2, 3, 4 & 5 24R9361 IN FAVOUR OF PT LT 19 CON 1 RALEIGH PTS 1, 4 & 5 24R7621 EXCEPT PTS 1, 2, 3, 4 & 5 24R9361 AS IN CK68020; TOGETHER WITH AN EASEMENT OVER PT LT 19 CON 1 RALEIGH PTS 1, 4 & 5 24R7621 EXCEPT PTS 1, 2, 3, 4 & 5 24R9361 AS IN CK68020; SUBJECT TO AN EASEMENT AS IN 164642; TOGETHER WITH AN EASEMENT OVER PT LT 19 CON 1 RALEIGH PT 3 24R9361 AS IN CK68020; TOGETHER WITH AN EASEMENT OVER PT LT 19 CON 1 RALEIGH PTS 1, 2, 3, 4 & 5 24R9361 AS IN CK68020; SUBJECT TO AN EASEMENT OVER PTS 1, 4 & 5 24R7621 EXCEPT PTS 1, 2, 3, 4 & 5 24R9361 IN FAVOUR OF PT LT 19 CON 1 RALEIGH PTS 1, 2, 3, 4 & 5 24R9361 AS IN CK68020; MUNICIPALITY CHATHAM-KENT and municipally known as 566 Riverview Drive, Chatham-Kent, Ontario (the "**Property**"), and whether the said obligations are from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again; and

(e) the terms "accessions", chattel paper", "documents of title", "goods", "instruments", "intangibles", "inventory", "money", "proceeds" and "securities" whenever used herein shall have the meanings given to those terms, or the singular or plural thereof, as the case may be, in the *Personal Property Security Act* (Ontario), as now enacted or as the same may from time to time be amended, re-enacted or replaced.

(2) The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or

interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, reference herein to Articles and Sections are to Articles and Sections of this Agreement.

(3) In this Agreement words importing the singular number only shall include the plural and vice versa, words importing any gender shall include all genders and words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations.

ARTICLE 2 - GRANT OF SECURITY INTEREST

2.01 Security Interest

As general and continuing security for the payment and performance of the Obligations, the Debtor hereby grants to the Secured Party a security interest (the "**Security Interest**") in the undertaking of the Debtor and in all of the Debtor's present and after acquired personal property including, without limitation, in all Goods (including all parts, accessories, attachments, special tools, additions and accessions thereto), Chattel Paper, Documents of Title (whether negotiable or not), Instruments, Intangibles, Money and Securities now owned or hereafter owned or acquired by or on behalf of the Debtor (including such as may be returned to or repossessed by the Debtor) and in all proceeds and renewals thereof, accretions thereto and substitutions therefor (hereinafter collectively called the "**Collateral**"), and including, without limitation, all of the following now owned or hereafter owned or acquired by or on behalf of the Debtor:

(a) Accounts Receivable: all debts, accounts, claims and choses in action which are now or which may hereafter become due, owing or accruing due to the Debtor (collectively, the "**Receivables**");

(b) Inventory: all inventory of whatever kind and wherever situated (whether or not supplied or sold by the Secured Party to the Debtor) including, without limiting the generality of the foregoing, all goods held for sale or lease or that have been leased or that are to be furnished or have been furnished under contracts for service or used or consumed in the business of the Debtor (collectively, the "**Inventory**");

(c) Equipment: all machinery, equipment, fixtures, furniture, tools, plant, vehicles and other tangible personal property which are not Inventory, whether or not described in any schedule hereto and including, without limiting the generality of the foregoing, the items set forth in Schedule "A" annexed hereto (collectively, the "**Equipment**");

(d) Chattel Paper: all chattel paper;

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

(f) Securities and Instruments: all shares, stock, warrants, bonds, debentures, debenture stock and other securities and all instruments (collectively, the "**Securities**");

(g) Intangibles: all intangibles not described in Section 2.01 (a) including, without limiting the generality of the foregoing, all goodwill, patents, trademarks, copyrights and other industrial property;

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

(i) Accounts: all monies deposited in an account opened at a financial institution;

(j) Books, Records, Etc.: all books, papers, accounts, invoices, documents and other records in any form evidencing or relating to any of the property described in Sections 2.01(a) to (i) inclusive, and all contracts, securities, instruments and other rights and benefits in respect thereof;

(k) Substitutions, Etc.: all replacements of, substitutions for and increases, additions and accessions to any of the property described in Sections 2.01(a) to (i) inclusive; and

(l) Proceeds: all proceeds of the property described in Sections 2.01(a) to (j) inclusive including, without limiting the generality of the foregoing, all personal property in any form or fixtures derived directly or indirectly from any dealing with such property or the proceeds therefrom and any payment that indemnifies or compensates for the loss of or damage to such property or the proceeds therefrom;

provided that the Security Interest granted hereby shall not extend or apply to and the Collateral shall not include the last day of the term of any lease or agreement therefore, or any extension or renewal thereof, but upon the enforcement of the Security Interest, the Debtor shall stand possessed of such last day in trust to assign the same to any person acquiring such term or to otherwise dispose thereof as Lender may direct.

ARTICLE 3 - GENERAL REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE DEBTOR

3.01 Representations and Warranties

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

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

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

(c) all of the Collateral is the sole property of the Debtor free from any liens, charges, security interests, encumbrances or any rights of others which rank prior to or *pari passu* with the Security Interest; and

(d) the address of the Debtor's chief executive office and the office where it keeps its records respecting the Receivables is set out below the Debtor's name on the signature page of this Agreement.

3.02 Covenants

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

(a) ensure that the representations and warranties set forth in Section 3.01 shall be true and correct at all times;

(b) maintain, use and operate the Collateral and carry on and conduct its business in a lawful and business-like manner and in accordance with any agreement now or hereafter entered into with the Secured Party;

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

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

(e) not change its chief executive office and the location of the office where it keeps its records respecting the Receivables, or move any of the Inventory or Equipment from the address set out below the name of the Debtor on the signature page hereof or the locations specified in any schedule hereto, without the prior written consent of the Secured Party;

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

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

(h) from time to time forthwith at the request of the Secured Party furnish to the Secured Party in writing all information requested relating to the Collateral, and the Secured Party shall be entitled from time to time at any reasonable time to inspect the Collateral and make copies of all information relating to the Collateral and for such purposes the Secured Party shall have access to all premises occupied by the Debtor or where the Collateral may be found;

(i) from time to time forthwith at the request of the Secured Party execute and deliver all such financing statements, schedules, assignments and documents, and do all such further acts and things as may be reasonably required by the Secured Party to effectively carry out the full intent and meaning of this Agreement or to better evidence and perfect the Security Interest, and the Debtor hereby irrevocably constitutes and appoints the Secured Party, or any Receiver appointed by the court or the Secured Party, the true and lawful attorney of the Debtor, with full power of substitution, to do any of the foregoing in the name of the Debtor whenever and wherever the Secured Party or any such Receiver may consider it to be necessary or expedient;

(j) not change its name or amalgamate with any other corporation without first giving notice to the Secured Party of its new name and the names of all amalgamating corporations and the date when such new name or amalgamation is to become effective; and

(k) pay to the Secured Party forthwith upon demand all reasonable costs and expenses (including, without limiting the generality of the foregoing, all legal, Receiver's and accounting fees and expenses) incurred by or on behalf of the Secured Party in connection with the preparation, execution and perfection of this Agreement and the carrying out of any of the provisions of this Agreement including, without limiting the generality of the foregoing, protecting and preserving the Security Interest and enforcing by legal process or otherwise the remedies provided herein; and all such costs and expenses shall be added to and form part of the Obligations secured hereunder.

ARTICLE 4 - INSURANCE

4.01 Insurance

The Debtor shall obtain and maintain, at its own expense, insurance against loss or damage to the Collateral including, without limiting the generality of the foregoing, loss by fire (including so-called extended coverage), theft, collision and such other risks of loss as are customarily insured against on this type of Collateral, in an amount not less than the full replacement value thereof, in such form and with such insurers as shall be reasonably satisfactory to the Secured Party. If any such policies of insurance contain a co-insurance clause, the Debtor shall either cause any such co-insurance clause to be waived or maintain at all times a sufficient amount of insurance to meet the requirements of any such co-insurance clause so as to prevent the Debtor from becoming a co-insurer under the terms of any such policy. All such policies shall name the Secured Party as an additional insured and loss payee thereof, as the Secured Party's interests may appear, and shall provide that the insurer will give the Secured Party at least 10 days written notice of intended cancellation. At the Secured Party's request, the Debtor shall furnish the Secured Party with a copy of any policy of insurance and certificate of insurance or other evidence satisfactory to the Secured Party that such insurance coverage is in effect. The Debtor shall give the Secured Party notice of any damage to, or loss of, the Collateral forthwith upon the occurrence of any such damage or loss. Should the Debtor fail to make any payment or perform any other obligation provided in this Section 4.01, the Secured Party shall have the right, but not the obligation, without notice or demand upon the Debtor and without releasing the Debtor from any obligation hereunder or waiving any rights to enforce this Agreement, to perform any or all of such obligations. The amount of all such payments made and all costs, fees and expenses incurred by the Secured Party in performing such obligations shall be immediately due and payable by the Debtor.

ARTICLE 5 - DEALING WITH COLLATERAL

5.01 Dealing with Collateral by the Debtor

The Debtor shall not sell, lease or otherwise dispose of any of the Collateral without the prior written consent of the Secured Party, except that the Debtor may, until an Event of Default occurs, sell items of Inventory in the ordinary course of its business so that the purchaser thereof takes title thereto free and clear of the Security Interest, but all proceeds of any such sale shall continue to be subject to the Security Interest, and all money received by the Debtor shall be received as trustee for the Secured Party and shall be held separate and apart from other money of the Debtor and shall be paid over to the Secured Party upon request.

5.02 Registration of Securities

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

5.03 Notification of Account Debtors

Before an Event of Default occurs, the Secured Party may give notice of this Agreement and the Security Interest and assignment granted hereby to any account debtors of the Debtor or to any other person liable to the Debtor and, after the occurrence of an Event of Default, may give notice to any such account debtors or other person to make all further payments to the Secured Party, and any payment or other proceeds of Collateral received by the Debtor from account debtors or from any other person liable to the Debtor whether before or after any notice is given by the Secured Party shall be held by the Debtor in trust for the Secured Party and paid over to the Secured Party on request.

5.04 Application of Funds

Except where the Debtor, when not in default hereunder, so directs in writing at the time of payment, all money collected or received by the Secured Party in respect of the Collateral may be applied on account of such parts of the Obligations as the Secured Party in its sole discretion determines, or may be held unappropriated in a collateral account, or in the discretion of the Secured Party may be released to the Debtor, all without prejudice to the Secured Party's rights against the Debtor.

ARTICLE 6 - DEFAULT AND REMEDIES

6.01 Events of Default

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

(a) the Debtor does not pay to the Secured Party any sum when due;

(b) the Debtor does not perform any of its obligations under Section 4.01;

(c) the Debtor does not observe or perform any covenant or obligation of the Debtor contained in this Agreement (other than a covenant or condition the breach or default in performance of which is specifically dealt with elsewhere in this Section 6.01) and such default is not remedied within five days after notice has been given by the Secured Party to the Debtor specifying such default;

(d) any representation or warranty made by the Debtor herein or in any document or certificate provided at any time to the Secured Party in connection herewith shall prove to be incorrect or misleading in any material respect;

(e) the Debtor is in default under any other agreement with the Secured Party, including any of the Security Documents (as defined in the Mortgage);

(f) the Debtor ceases or threatens to cease to carry on the business currently being carried on by it or a substantial portion thereof or makes or agrees to make an assignment, disposition or conveyance, whether by way of sale or otherwise, of its assets in bulk;

(g) the Debtor shall be an insolvent person within the meaning of the *Bankruptcy and Insolvency Act* (Canada) or commit or threaten to commit any act of bankruptcy;

(h) the commencement of any proceeding or the taking of any step by or against the Debtor for the dissolution, liquidation or winding up of the Debtor or for any relief under the laws of any jurisdiction relating to bankruptcy, insolvency, reorganization, arrangement or compromise, or for the appointment of one or more of a trustee, receiver, receiver and manager, custodian, liquidator or any other person with similar powers with respect to the Debtor or the Collateral or any part thereof;

(i) the Collateral or any part thereof is seized or otherwise attached by anyone pursuant to any legal process or other means, including distress, execution or any other step or proceeding with similar effect; or

(j) the Secured Party believes in good faith that the prospect of payment or performance of any of the Obligations is impaired or that the Collateral is in danger of being lost, damaged or confiscated, or of being encumbered by the Debtor or seized or otherwise attached by anyone pursuant to any legal process.

6.02 Remedies

(1) On or after the occurrence of any Event of Default and at any time thereafter, (a) any or all of the Obligations shall at the option of the Secured Party become immediately due and payable or be subject to immediate performance, as the case may be, without presentment, protest or notice of dishonour, all of which are expressly waived; (b) the obligation, if any, of the Secured Party to extend further credit to the Debtor shall cease; and (c) any or all security granted hereby shall, at the option of the Secured Party, become immediately enforceable.

(2) In addition to any right or remedy provided by law, the Secured Party will have the rights and remedies set out below, all of which rights and remedies will be enforceable successively, concurrently or both:

(a) the Secured Party may by appointment in writing appoint a receiver or receiver and manager (each herein referred to as the "Receiver") of the Collateral (which term when used in this Section 6.02 shall include the whole or any part of the Collateral) and may remove or replace such Receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of a Receiver of the Collateral; and the term "Secured Party" when used in this Section 6.02 shall include any Receiver so appointed and the agents, officers and employees of such Receiver; and the Secured Party shall not be in any way responsible for any misconduct or negligence of any such Receiver;

(b) the Secured Party may take possession of the Collateral and require the Debtor to assemble the Collateral and deliver or make the Collateral available to the Secured Party at such place or places as may be specified by the Secured Party;

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

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

(e) the Secured Party may enforce any rights of the Debtor in respect of the Collateral by any manner permitted by law;

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

(g) the Secured Party may accept the Collateral in satisfaction of the Obligations upon notice to the Debtor of its intention to do so in the manner required by law;

(h) the Secured Party may, for any purpose specified herein, borrow money on the security of the Collateral in priority to the Security Interest;

(i) the Secured Party may enter upon, occupy and use all or any of the premises, buildings and plant occupied by the Debtor and use all or any of the Equipment and other personal property of the Debtor for such time as the Secured Party requires to facilitate the realization of the Collateral, free of charge, and the Secured Party will not be liable to the Debtor for any neglect in so doing or in respect of any rent, charges, depreciation or damages in connection with such actions;

(j) the Secured Party may charge on its own behalf and pay to others all reasonable amounts for expenses incurred and for services rendered in connection with the exercise of the rights and remedies of the Secured Party hereunder, including, without limiting the generality of the foregoing, reasonable legal, Receiver and accounting fees and expenses, and in every such case the amounts so paid together with all costs, charges and expenses incurred in connection therewith, including interest thereon at such rate as the Secured Party deems reasonable, will be added to and form part of the Obligations hereby secured; and

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

(3) The Secured Party may grant extensions of time, take, abstain from taking and perfecting and give up securities, accept compositions, grant releases and discharges, release any part of the Collateral and otherwise deal with the Debtor, debtors of the Debtor, sureties and others and with the Collateral and other security as the Secured Party sees fit without prejudice to the liability of the Debtor to the Secured Party or the Secured Party's rights hereunder.

(4) The Secured Party will not be liable or responsible for any failure to seize, collect, realize, or obtain payment with respect to the Collateral and is not bound to institute proceedings or to take other steps for the purpose of seizing, collecting, realizing or obtaining possession or payment with respect to the Collateral or for the purpose of preserving any rights of the Secured Party, the Debtor or any other person, firm or corporation in respect of the Collateral.

(5) The Secured Party may apply any proceeds of realization of the Collateral to payment of expenses in connection with the preservation and realization of the Collateral as above described and the Secured Party may apply any balance of such proceeds to payment of the Obligations in such order as the Secured Party sees fit. If there is any surplus remaining, the Secured Party may pay it to any person having a claim thereto in priority to the Debtor of whom the Secured Party has knowledge and any balance remaining shall be paid to the Debtor. If the

disposition of the Collateral fails to satisfy the Obligations secured by this Agreement and the aforesaid expenses, the Debtor will be liable to pay any deficiency to the Secured Party forthwith on demand.

ARTICLE 7 - GENERAL

7.01 Benefit of the Agreement

This Agreement shall be binding upon the heirs, executors, administrators, successors and permitted assigns of the Debtor and shall benefit the heirs, executors, administrators, successors and assigns of the Secured Party. If there is more than one Debtor named herein, the term “Debtor' shall mean all and each of them, their obligations under this Agreement shall be joint and several, the Obligations shall include those of all or any one of them and no Debtor shall have any right of subrogation, exoneration, reimbursement or indemnity whatsoever and no right of recourse to the Collateral for the Obligations hereunder unless and until all of the Obligations have been paid or performed in full.

7.02 Entire Agreement; Attachment

This Agreement, including any schedule now or hereafter annexed hereto, constitutes the entire agreement between the Debtor and the Secured Party with respect to the subject matter hereof. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties except as expressly set forth herein, and, without limiting the generality of the foregoing, the parties have not agreed to postpone the time for the attachment of the security interest granted hereby.

7.03 No Waiver

No delay or failure by the Secured Party in the exercise of any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude the other or further exercise thereof or the exercise of any other right.

7.04 Severability

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect. To the extent permitted by applicable law the parties hereby waive any provision of law that renders any provision hereof prohibited or unenforceable in any respect.

7.05 Notices

Any demand, notice or other communication to be given in connection with this Agreement shall be given in writing and may be given by personal delivery, registered mail or by electronic means, addressed to the Debtor at the address set out below the Debtor's name on the signature page hereof, or, in the case of the Secured Party to:

89 Tycos Drive,
Suite 208,
Toronto, Ontario
M6B 1W3

or such other address, electronic communication number or to the attention of such other individual as may be designated by notice by any party to the other. Any demand, notice or other communication given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof and, if given by registered mail, on the third day following the deposit thereof in the mail and, if given by electronic communication, on the day of transmittal thereof if given during the normal business hours of the recipient and on the next business day if given after normal business hours on any day. If the party giving any communication knows or ought reasonably to know of any difficulties with the postal system that might affect the delivery of mail, any such demand, notice or other communication shall not be mailed but shall be given by personal delivery or by electronic communication.

7.06 Modification; Assignment

This Agreement may not be amended or modified in any respect except by written instrument signed by all parties. The rights of the Secured Party under this Agreement may be assigned by the Secured Party without the prior consent of the Debtor. The Debtor may not assign its obligations under this Agreement.

7.07 Additional Continuing Security

This Agreement and the security interest, assignment and mortgage and charge granted hereby are in addition to and not in substitution for any other security now or hereafter held by the Secured Party and this Agreement is a continuing agreement and security that shall remain in full force and effect until discharged by the Secured Party.

7.08 Discharge

The Debtor shall not be discharged from any of the Obligations or from this Agreement except by a release or discharge signed in writing by the Secured Party.

7.09 Governing Law

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

The Debtor acknowledges receipt of a fully executed copy of this Agreement.

IN WITNESS WHEREOF the Debtor has executed this Agreement.

2472602 ONTARIO INC.

Per: ______________________
Name: Trevor Henry
Title: CEO
I have authority to bind the corporation.

ADDRESS OF DEBTOR:

111 Heritage Road, Suite 200

Chatham, Ontario, N7M 5W7

Signature page –General Security Agreement

SCHEDULE "A"

Equipment

Located at:

CENTURY SERVICES

Schedule A Summary
Effective Date: April 24, 2020

AgMedica Bioscience

566 Riverview Dr.,
Chatham, ON, N7M 5J5

Summary

		FLV CDN$
Schedule B	Machinery & Equipment	~~$2,224,065~~
	Schedule A Summary Total	~~$2,224,065~~

Revised $1,898,965

CENTURY SERVICES

AgMedica Bioscience

Machinery & Equipment
566 Riverview Dr.,
Chatham, ON, N7M 5J5

ITEM #	QTY	ITEM DESCRIPTION	FLV CDN$
1	13	**Fisher Scientific Eco Clean Benches** w/ Adjustable Stands	$13,000
2	Lot	**Assorted Cabinets**	$5,000
3	5	**Lockers with 4 Doors**	$500
4	Lot	**1 - Crane "186" Snack Vending Machine** **1 - Crane "VOCE" Coffee Vending Machine** **1 - Dixie Narco Bev Machine**	$6,000
5	7	**Quantum Xcellis Application Director VMS Servers** w/ Quantum SFP+ Modules, Dual Port 10GbE Adapters	$7,000
6	2	**Quantum "QXS-456RC" Storage Arrays** w/ 56 Total Bays, 112 10 TB Hard Disk Drives	$15,000
7	4	**Ruckus "Zoneflex R510" Wireless Access Points** w/ 901-R510-WW00	$600
8	26	**Ruckus "Zoneflex R310" Wireless Access Points** w/ 901-R310-WW02	$1,300
9	2	**Ruckus "Zonedirector 1205" Wireless LAN Controller**	$400
10	25	**Nema 4X Fiberglass Enclosures**	$625
11	2	**Tripp-Lite "42U" Server Racks** w/ 19" Panels, Cabling	$600
12	3	**Tripp-Lite "42U SmartRack" Server Racks** w/ 19" Panels, Cabling	$900
13	7	**Brocade "ICX 7450-48P" Switches**	$7,000
14	2	**Brocade "10G-SFPP-SR-8" SFP+ Transceiver**	$1,000
15	Lot	**Assorted Computer Equipment - Consisting of:** Airflow Fans, Cords, Cabling, APC Networking Cards, Patch Panels, Mounting Brackets, Serial Port Servers, Dell Laptops, Video Conferencing Systems, Power Supplies, Dell Workstations, Monitors, Printers, Cabling, etc.	$20,000

CENTURY SERVICES

Schedule B
Effective Date: April 24, 2020

AgMedica Bioscience

Machinery & Equipment
566 Riverview Dr.,
Chatham, ON, N7M 5J5

ITEM #	QTY	ITEM DESCRIPTION	FLV CDN$
16	7	**Brocade "ICX 7450-48P" Switches**	$2,100
17	1	**Watchguard "Firebox M440" Comprehensive Protection 25 Port**	$750
18	2	**APC Smart-UPS SRT10KRMXLT-5KTF2 Rack Mount Back Up Power Supplies**	$5,000
19	2	**APC Smart-UPS SRT6KRMXLT-5KTF Step-Down Transformers**	$3,000
20	4	**APC "SRT192MBP2" Battery Packs**	$1,000
21	3	**APC "SRT192RMBP" Battery Packs**	$750
22	6	**Zebra "MC3200" Scanners** w/ Cradles	$3,000
23	3	**Zebra "TLP 2824" Plus Barcode Label Printers**	$450
24	1	**Zebra "ZD420T" Desktop Barcode Printer**	$150
25	2	**A&D "FX-1200INC" Table Top Precision Scales**	$500
26	1	**Zebra "ZXP Series 1" Card Printer**	$300
27	Lot	**Paging System - Consisting of:** 41 - Algo "ALG08186" Horn Speakers, 2 - Algo "ALGO8180" Audio Alerters, Cabling	$3,500
28	14	**Dell "Optiplex 7050 MFF" Computer Workstations**	$4,200
29	12	**Dell "210-AIII" 20" LED Monitors**	$900
30	8	**Dell "482-BBBN" 23.5" LED Monitor**	$800
31	14	**Dell Optiplex "245-EGI" Micro All-in-One Mount**	$140
32	Lot	**Digium Phones - Consisting of:** 1 - Digium "1TELD062LF" Hand Set, 8 - Digium "1TELD065LF" Hand Sets, 9 Digium Switchvox, Cabling, etc.	$900

CENTURY SERVICES

AgMedica Bioscience

Machinery & Equipment
566 Riverview Dr.,
Chatham, ON, N7M 5J5

ITEM #	QTY	ITEM DESCRIPTION	FLV CDN$
33	1	Zebra "ZT410" Thermal Transfer Printer	$250
34	1	Zebra "ZXP Series 1" Card Printer	$200
35	5	Zebra "TLP 2824 Plus" Barcode Label Printers	$750
36	10	Zebra "MC3200" Scanners w/ 3 Cradles	$5,000
37	1	Dell "PowerEdge R430" Server	$500
38	1	APC "3000VA" Smart UPS	$500
39	6	Dell "Optiplex 7040" Micro Form Factor Computer Workstations	$1,200
40	12	Dell "E2316H" 23" LED Monitors w/ Mounts	$600
41	1	Cisco "SG200-50FP" Ethernet Switch w/ 50 Ports	$500
42	1	Tripp Lite 42U Computer Gear Rack w/ Patch Panels, Shelves	$300
43	2	Onan "DEFJ/DFEK" 500 Kw Standby Generators S/N G100135775 & D110205191 w/ Cummins Diesel Power, Transformers, Primary Metering System	$50,000
44	720	Fluence "SPYDRx PLUS" LED Grow Lights w/ Brackets	$72,000
45	Lot	Tyco Closed Circuit TV w/ Cameras, Monitoring, Cabling etc.	$40,000
46	7	Quantum Xcellis Application Director VMS Server w/ Quantum SFP+ Modules, Dual Port 10GbE Adapters	$7,000
47	2	Quantum "QXS-456RC" Storage Array w/ 56 Total Bays, 112 10 TB Hard Disk Drives	$20,000

CENTURY SERVICES

Schedule B
Effective Date: April 24, 2020

AgMedica Bioscience

Machinery & Equipment
566 Riverview Dr.,
Chatham, ON, N7M 5J5

ITEM #	QTY	ITEM DESCRIPTION	FLV CDN$
48	Lot	**Air Handling System** w/ Ducting	$25,000
20,000	Lot	**Zwart Irrigation System - Consisting of:** Plastic Piping and Fittings, Flow Meters, etc.	$20,000
50	60	**Zwart Grow Benches** w/ Flood Liners	$60,000
51	1	**Carrier "30XA-3501F-06SWC" 350 Ton Rotary Screw Chiller** S/N 3917Q95719	$60,000
52	1	**Apeks "2000-5L" Botanical Oil Extraction System** w/ Programmable Controller, 5L Extraction Vessel, Extraction Pressure 900 to 2000 PSI@160-F, 4.5L Primary Separation Vessel, 2.5L Secondary Separation Vessel 600 PSI Max Pressure, Polyscience 3/4 Hp. Recirculating Chiller, Ingersol Rand 15Hp. Air System, Single Vessel Venting System, Related Piping	$50,000
53	1	**Robot Coupe "Blixer 3" Commercial Food Processor/Blender** w/ 3.5 Qt Cap., 1.5 Hp.	$500
54	1	**Cascade Science "CDO-5" Benchtop Lab Oven**	$1,500
55	1	**So-Low "CH40-5" Chest Freezer**	$300
56	1	**KNF "RC-600" Rotary Evaporator**	$5,000
57	42	**Qii-Lift "H501 550-51" Electric Scissor Lifts** w/ Chargers	$63,000
58	1	**Hoogendoorn New Generation "iSii" Process Computer**	$35,000
59	2	**Lochinvar Crest "FBN-2500" Condensing Boilers**	$50,000
60	~~108~~	~~**Fluence "RAZRx PLUS" LED Grow Lights**~~ w/ Brackets	~~$2,700~~ Sold
61	~~144~~	~~**Fluence "SPYDRx PLUS" LED Grow Lights**~~ w/ Brackets	~~$14,400~~ Sold

CENTURY SERVICES

Schedule B
Effective Date: April 24, 2020

AgMedica Bioscience

Machinery & Equipment
566 Riverview Dr.,
Chatham, ON, N7M 5J5

ITEM #	QTY	ITEM DESCRIPTION	FLV CDN$	
62	48	**RGF Environmental Group "EA-T WM" Element Air Towers** w/ 12 - RGF Element Air In Duct Air Treatment Systems	$24,000	
63	3	**Titan "FY25C" LPG Forklifts** ~~S/N 218013709~~, ~~218013710~~, 218013708 w/ 185" Lift Height, 5,000 lb. Cap.	~~$60,000~~ 20,000	2 of 3 sold
66	~~1~~	~~GreenBroz Precision Batcher~~ w/ Weight Batched 1 to 7 Grams, 20+ Batches per Min.	~~$75,000~~	Sold
64	1	**Merlo "40.17" Telehandler** Tag # A003525 w/ Bucket Tag # A018926	$75,000	
65	1	**Carrier "30XA-3501M-016422" Aquaforce Rotary Screw Chiller** S/N 2618Q96222	$75,000	
67	1	**Heidolph HBX Package Hei-VAP Industrial** w/ Glassware, Circulator, Pump	$35,000	
68	2	**Munch Machine Double Buckers**	$20,000	
69	4	**GreenBroz "M" Dry Trimmers**	$40,000	
70	1	**Tuttnauer "5596-1R" Autoclave**	$30,000	
71	1	**Tuttnauer "66B-EP" Sterilizer**	$20,000	
72	1	**RoboCAP "RL-301" Liquid Capsule Filler** w/ Peristaltic Pump, Bottle Program, Capper, Labeler, Counting Machine	$40,000	
73	~~3~~	~~Ebac "CD425" Dehumidifiers~~	~~$7,500~~	Sold
74	2	**Ebac "DD1200" Dehumidifiers**	$15,000	
75	~~1~~	~~Kubota "KX-91-3H6L52" Mini Excavator~~ S/N 44395 w/ Quick Connect Bucket, Hydraulic Thumb	~~$32,000~~	Sold

CENTURY SERVICES

Schedule B
Effective Date: April 24, 2020

AgMedica Bioscience

Machinery & Equipment
566 Riverview Dr.,
Chatham, ON, N7M 5J5

ITEM #	QTY	ITEM DESCRIPTION	FLV CDN$	
76	~~1~~	~~Kubota "KXB510Q" Hydraulic Breaker~~ S/N K5100348	~~$4,500~~	Sold
77	~~1~~	~~Kubota "SSV75P" Skid Steer Loader~~ S/N 12461 w/ Quick Connect Bucket	~~$30,000~~	Sold
78	1	**Shimadzu Cannabis Analyzer**	$25,000	
79	2	**Centurion Pro Solutions Polishers**	$10,000	
80	3	**Thermo Scientific "Heraguard Eco" Clean Benches**	$12,000	
81	1	**Scott Turbon "IL-HSP30-3" Inline High Shear Mixer** w/ Cart, Variable Speed Control	$10,000	
82	1	**WLA-2 Pressure Sensitive Wraparound Labeler** w/ Neck Band Heat Tunnel	$7,000	
83	~~2~~	~~GreenBroz "420" Dry Trimmers~~	~~$10,000~~	sold
84	1	**United Science Drain Droid Assembly**	$4,000	
85	1	~~Munch Machine Mother Bucker~~ w/ Cart	~~$5,000~~	Sold
86	1	**STI "LabTop" Capsule Banding Machine** S/N LB-17-189.2 w/ Slats	$5,000	
87	1	**Robot Coupe "R45T" Vertical Cutter Mixer**	$7,500	
88	2	**LRE "1 Series" Digital Floor Scales** w/ Printer, 100 Kg. Cap.	$4,000	
89	Lot	**Plant Hangers**	$2,500	
90	1	**2011 Ford "F450XL" Single Axle Dump Truck** Vin - 1FDUF4GY4BEA43759 Kms - 166,000	$12,500	
91	3700	**Fluence LED Grow Lights**	~~$370,000~~ 330,000	

less: 400 Sold
+/- 3,300

CENTURY SERVICES

AgMedica Bioscience

Machinery & Equipment
566 Riverview Dr.,
Chatham, ON, N7M 5J5

ITEM #	QTY	ITEM DESCRIPTION	FLV CDN$
92	12	**Daikin HVAC Systems**	$120,000
93	Lot	**Zwart Grow Benches and Racking**	$250,000
~~94~~	~~64~~	~~**Zwart Rolling Benches**~~	~~$64,000~~ sold
95	Lot	**Office Furniture and Equipment - Consisting of:** Computer Desks, Chairs, Workstations, Cafeteria Furniture, Boardroom Furniture, Benches, Stools, Dishwasher and Microwave, Paper Shredder, Laminator, TV's, Work Tables, Coffee Tables, S/S Tables, etc.	$30,000
			$2,224,065

less: (325,100)

$1,898,965

This is Exhibit “E” referred to in the
Affidavit of ITZHAK (YITZ) LEVINSON sworn by Itzhak (Yitz) Levinson of the City of Athens, in the Country of Greece, before me at the City of Toronto, in the Province of Ontario, this 25th day of June, 2024 in accordance with *O. Reg. 431/20, Administering Oath or Declaration Remotely*.

A Commissioner for taking affidavits

DEREK HARLAND

HILLMOUNT
CAPITAL

Mortgage Renewal

November 1, 2021

5047346 Ontario Inc., Tavivat Naturals Inc.,
Wellworth Health Corp, 8050678 Canada Inc.
and Unique Beverages (USA) Inc.
111 Heritage Road
Chatham, ON N7M 5W7

Dear Trevor:

RE: Hillmount Capital Inc. (the "Mortgagee") loan of $3,000,000.00 (the "Loan") secured by *inter alia* a 1st Mortgage (the "Mortgage") against 566 Riverview Drive, Chatham, ON (the "Property")

WHEREAS AgMedica Bioscience Inc, 2472602 Ontario Inc., 2642466 Ontario Inc., 8895309 Canada Inc., Wellworth Health Corp., 8050678 Canada Inc., 8326851 Canada Inc., Tavivat Naturals Inc., World Wide Beverage Innovations Inc., Unique Beverages (USA) Inc. and Eseela Inc. were the borrowers (collectively, the "**Borrowers**") in the Mortgage (as defined below).

AND WHEREAS the Borrowers completed an amalgamation in order to clean up the corporate structure on April 1, 2021 and the following changes occurred:

- 5047346 Ontario Inc. was incorporated as a successor corporation in the amalgamation of 2472602 Ontario Inc, 2642466 Ontario Inc. and Eseela Inc.
- Tavivat Naturals Inc., a federally incorporated, is a successor corporation in the amalgamation of Tavivat Naturals Inc., 8895309 Canada Inc., 8326851 Canada Inc. and World Wide Beverage Innovations Inc.

AND WHEREAS the Property was transferred into the name of 5047346 Ontario Inc. as a result of the aforementioned amalgamations.

AND WHEREAS 5047346 Ontario Inc., Tavivat Naturals Inc., Wellworth Health Corp., 8050678 Canada Inc. and Unique Beverages (USA) Inc. now wish to renew the mortgage financing and charge on the Property.

The Lender, based upon and subject to the accuracy of information furnished to us, has agreed to renew the Loan and the Mortgage under the following terms and conditions: All the terms of the mortgage commitment dated September 30, 2020 (the "**Commitment**"), and the Mortgage and the Security Documents, as such term is defined in the Mortgage, will remain in full force and effect save as amended herein.

MORTGAGE BALANCE:	$3,000,000.00
INTEREST RATE & PAYMENT:	Interest shall be compounded and calculated monthly at a rate of **9.50% per annum** and will be repayable monthly in the amount of **$23,750.00** which will be automatically deducted from your account via the preauthorized debit plan.

Borrower(s)/Guarantor(s) Initials: ____

RENEWAL FEES:	Hillmount Capital Renewal Fee – $45,000.00 (1.5%) (Your acceptance of this renewal will be your undertaking to pay these costs whether or not this mortgage is renewed).
TERMS OF LOAN:	Mortgage will be renewed as of November 1, 2021. Renewal period shall be for a period of 12 months. For greater clarity, the mortgage will mature on November 1, 2022.

This Mortgage Renewal will be subject to the following conditions, which must be satisfied within five (5) business days of the date hereof:

1. **Receipt and satisfactory review of the following:**
   a) **A copy of the property insurance policy indicating that it has been renewed and listing the Mortgagee as loss payee;**
   b) **A property tax bill or certificate indicating that the property's realty taxes are current;**
   c) **The signed Rent Roll and copies of current leases, any renewals or amendments; and**
   d) **Payment of our solicitor's legal fees.**

2. **Receipt of the Renewal Fee. Please provide a cheque made out to Hillmount Capital Inc. You may also make payment via wire. Please contact us for more information.**

All the terms of the mortgage commitment dated September 30, 2020 (the "Commitment"), the Mortgage and the Security Documents as such term is defined in the Mortgage will remain in full force and effect save as amended herein. The Security Documents are hereby re-confirmed, and all statements, representations and warranties in the Security Documents are hereby deemed to have been up-dated, repeated and confirmed by the parties who provided same as of the date hereof. The provisions of this renewal shall enure to and be binding upon the successors and assigns of each party and all covenants, liabilities and obligations shall be joint and several.

You may return your acceptance of this renewal package in one of the following ways:

1. Mail to:
   Hillmount Capital Inc.
   89 Tycos Drive, Suite 208
   Toronto, ON M6B 1W3

2. Fax: 416-849-0321

3. Email: sharon@hillmount.ca

This Mortgage Renewal must be executed by the Borrower, and all terms and conditions must be satisfied, on or before **November 8, 2021,** failing which the Mortgage Renewal will be cancelled and the Mortgage shall become due and payable immediately.

This renewal may be executed by the parties in separate counterparts and delivered by fax or email each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

Yours truly,

Lender / Hillmount Capital
416-849-0322
Lic. #11925 / 10453

ACCEPTED

The Borrower(s) / Guarantor(s) hereby accept this Renewal and confirm their agreement with all of the terms and conditions thereof, having either obtained independent legal advice or having been satisfied that legal advice is not required. The Lender's Renewal Fee is fully earned by the Lender upon acceptance of the terms of this Renewal. The Borrower(s) / Guarantor(s) agree that upon signing this Renewal agreement, the Renewal Fee and any legal costs and fees incurred in connection with this Renewal are payable by the Borrower(s).

ACCEPTED this ____ day of _____________, 20______.

BORROWERS

Name: 5047346 Ontario Inc.
A.S.O.
I have authority to bind the corporation.

Name: AgMedica Bioscience Inc.
A.S.O.
I have authority to bind the corporation.

Name: 8050678 Canada Inc.
A.S.O.
I have authority to bind the corporation.

Name: Tavivat Naturals Inc.
A.S.O.
I have authority to bind the corporation.

Name: Unique Beverages (USA) Inc.
A.S.O.
I have authority to bind the corporation.

Name: Wellworth Health Corp.
A.S.O.
I have authority to bind the corporation.

This is Exhibit “F” referred to in the
Affidavit of ITZHAK (YITZ) LEVINSON sworn by Itzhak (Yitz) Levinson of the City of Athens, in the Country of Greece, before me at the City of Toronto, in the Province of Ontario, this 25th day of June, 2024 in accordance with *O. Reg. 431/20, Administering Oath or Declaration Remotely*.

A Commissioner for taking affidavits

DEREK HARLAND

HILLMOUNT CAPITAL

Mortgage Renewal

November 7, 2022

5047346 Ontario Inc.
111 Heritage Road
Chatham, ON N7M 5W7

Dear Trevor:

RE: Hillmount Capital Inc. (the "Mortgagee") loan of $3,000,000.00 (the "Loan") secured by *inter alia* a 1st Mortgage (the "Mortgage") against 566 Riverview Drive, Chatham, ON (the "Property")

The Lender, based upon and subject to the accuracy of information furnished to us, has agreed to renew the Loan and the Mortgage under the following terms and conditions: All the terms of the mortgage commitment dated September 30, 2020 (the "**Commitment**"), and the Mortgage and the Security Documents, as such term is defined in the Mortgage, and the Mortgage Renewal dated November 1, 2021 (the "**Renewal**") will remain in full force and effect save as amended herein.

MORTGAGE BALANCE:	$3,226,779.10 – comprised of the following: 1. $3,000,000 (Principal Balance as at October 31, 2022) 2. $226,779.10 (Property tax arrears)
INTEREST RATE & PAYMENT:	Interest shall be compounded and calculated monthly **at the greater of 9.50% per annum or the RBC Prime Lending Rate plus 4.25% per annum** and will be repayable in interest only monthly payments which will be automatically deducted from your account via the preauthorized debit plan.
RENEWAL FEES:	Hillmount Capital Renewal Fee – $60,000.00 (2.0%) **i.** Renewal fee will be paid over 12 months in the amount of **$5,000.00 per month.** (Your acceptance of this renewal will be your undertaking to pay these costs whether or not this mortgage is renewed).
TERMS OF LOAN:	Mortgage will be renewed as of November 1, 2022. Renewal period shall be for a period of 24 months. For greater clarity, the mortgage will mature on November 1, 2024.
PROPERTY TAX ARREARS:	Mortgage balance has been increased by $226,779.10 representing payment of outstanding property taxes by the Mortgagee.

Borrower(s)/Guarantor(s) Initials: 𝓃 ____________

This Mortgage Renewal is subject to such other security, assurances and/or documents as may be required by the Lender or its solicitors (Borrower to be responsible for any applicable legal fees) as well as the following conditions, which must be satisfied by November 14, 2022:

1. **Receipt and satisfactory review of the following:**
   a) **A copy of the property insurance policy indicating that it has been renewed and listing the Mortgagee as loss payee;**
   b) **The signed Rent Roll and copies of current leases, any renewals or amendments; and**
   c) **Payment of our solicitor's legal fees - TBD.**

All the terms of the mortgage commitment dated September 30, 2020 (the "Commitment"), the Renewal and the Mortgage and the Security Documents as such term is defined in the Mortgage will remain in full force and effect save as amended herein. The Security Documents are hereby re-confirmed, and all statements, representations and warranties in the Security Documents are hereby deemed to have been updated, repeated and confirmed by the parties who provided same as of the date hereof. The provisions of this renewal shall enure to and be binding upon the successors and assigns of each party and all covenants, liabilities and obligations shall be joint and several.

You may return your acceptance of this renewal package in one of the following ways:

1. Mail to:
   Hillmount Capital Inc.
   89 Tycos Drive, Suite 208
   Toronto, ON M6B 1W3

2. Fax: 416-849-0321

3. Email: sharon@hillmount.ca

This Mortgage Renewal must be executed by the Borrower, and all terms and conditions must be satisfied, on or before **November 14, 2022,** failing which the Mortgage Renewal will be cancelled and the Mortgage shall become due and payable immediately.

This renewal may be executed by the parties in separate counterparts and delivered by fax or email each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

Yours truly,

Lender / Hillmount Capital
416-849-0322
Lic. #11925 / 10453

ACCEPTED

The Borrower(s) / Guarantor(s) hereby accept this Renewal and confirm their agreement with all of the terms and conditions thereof, having either obtained independent legal advice or having been satisfied that legal advice is not required. The Lender's Renewal Fee is fully earned by the Lender upon acceptance of the terms of this Renewal. The Borrower(s) / Guarantor(s) agree that upon signing this Renewal agreement, the Renewal Fee and any legal costs and fees incurred in connection with this Renewal are payable by the Borrower(s).

ACCEPTED this 10 day of November, 20 22.

BORROWERS

Name: 5047346 Ontario Inc.
A.S.O.
I have authority to bind the corporation.

Name: AgMedica Bioscience Inc.
A.S.O.
I have authority to bind the corporation.

Name: 8050678 Canada Inc.
A.S.O.
I have authority to bind the corporation.

Name: Tavivat Naturals Inc.
A.S.O.
I have authority to bind the corporation.

Name: Unique Beverages (USA) Inc.
A.S.O.
I have authority to bind the corporation.

Name: Wellworth Health Corp.
A.S.O.
I have authority to bind the corporation.

This is Exhibit “G” referred to in the
Affidavit of ITZHAK (YITZ) LEVINSON sworn by Itzhak
(Yitz) Levinson of the City of Athens, in the Country of
Greece, before me at the City of Toronto, in the Province of
Ontario, this 25th day of June, 2024 in accordance with
O. Reg. 431/20, Administering Oath or Declaration Remotely.

A Commissioner for taking affidavits

DEREK HARLAND

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM (ONTARIO) ENQUIRY RESULTS

A Service Provider under Contract with the Ministry of Government Services

Prepared for :	Thornton Grout Finnigan LLP
Reference :	Hillmount re Atlas Global
Docket :	1819-004
Search ID :	978850
Date Processed :	21 Jun 2024
Report Type :	PPSA Electronic Response
Search Conducted on :	8050678 CANADA INC.
Search Type :	Business Debtor

THIS SEARCH DOES NOT CONSTITUTE A CERTIFICATE PURSUANT TO SECTIONS 43 AND 44 OF THE PPSA. A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 8050678 CANADA INC.
FILE CURRENCY : 20JUN 2024

ENQUIRY NUMBER 20240621122338.85 CONTAINS 24 PAGE(S), 2 FAMILY(IES).

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

THORNTON GROUT FINNIGAN LLP
SUIT NO: 3200 100 WELLINGTON STREET WEST
TORONTO ON M5K 1K7

CONTINUED... 2

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 8050678 CANADA INC.
FILE CURRENCY : 20JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 774910845

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001		3		20210729 1249 1590 8796	P PPSA	2

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
02 DEBTOR
03 NAME BUSINESS NAME 5047346 ONTARIO INC.
ONTARIO CORPORATION NO.
04 ADDRESS 566 RIVERVIEW DRIVE, UNIT 104 CHATHAM ON N7M 0N2

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR
06 NAME BUSINESS NAME TAVIVAT NATURALS INC.
ONTARIO CORPORATION NO.
07 ADDRESS 566 RIVERVIEW DRIVE, UNIT 104 CHATHAM ON N7M 0N2

08 SECURED PARTY / LIEN CLAIMANT 2596690 ONTARIO INC.
09 ADDRESS 136 ST. CLAIR STREET CHATHAM ON N7L 3J3

COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL V.I.N.
11 MOTOR
12 VEHICLE

13 GENERAL SECURITY GRANTED PURSUANT TO A GENERAL SECURITY AGREEMENT BETWEEN
14 COLLATERAL 5047346 ONTARIO INC., TAVIVAT NATURALS INC., WELLWORTH HEALTH CORP.,
15 DESCRIPTION 8050678 CANADA INC. AND UNIQUE BEVERAGES (USA) INC., AS DEBTORS, AND
16 REGISTERING AGENT GOWLING WLG (CANADA) LLP (JOHNB)
17 ADDRESS 1020-50 QUEEN ST. N., P.O. BOX 2248 KITCHENER ON N2H 6M2

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

CONTINUED... 3

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 8050678 CANADA INC.
FILE CURRENCY : 20JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 774910845

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		002		3		20210729 1249 1590 8796		

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
02 DEBTOR
03 NAME BUSINESS NAME WELLWORTH HEALTH CORP.
ONTARIO CORPORATION NO.
04 ADDRESS 566 RIVERVIEW DRIVE, UNIT 104 CHATHAM ON N7M 0N2

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR
06 NAME BUSINESS NAME 8050678 CANADA INC.
ONTARIO CORPORATION NO.
07 ADDRESS 566 RIVERVIEW DRIVE, UNIT 104 CHATHAM ON N7M 0N2

08 SECURED PARTY /
LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

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

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL 2596690 ONTARIO INC., AS SECURED PARTY, AS AMENDED FROM TIME TO TIME
14 COLLATERAL AND INCLUDING ANY ANNEX, SUPPLEMENT OR SCHEDULE THERETO.
15 DESCRIPTION
16 REGISTERING
AGENT
17 ADDRESS

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

CONTINUED... 4

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 8050678 CANADA INC.
FILE CURRENCY : 20JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 774910845

	CAUTION FILING	PAGE NO.	OF TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		003	3		20210729 1249 1590 8796		

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
02 DEBTOR
03 NAME BUSINESS NAME UNIQUE BEVERAGES (USA) INC.
ONTARIO CORPORATION NO.
04 ADDRESS 160 GREENTREE DRIVE, SUITE 101 DOVER DE 19904
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR
06 NAME BUSINESS NAME
ONTARIO CORPORATION NO.
07 ADDRESS
08 SECURED PARTY /
LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL V.I.N.
11 MOTOR
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING
AGENT
17 ADDRESS

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

CONTINUED... 5

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 8050678 CANADA INC.
FILE CURRENCY : 20JUN 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		01		001		20230707 1450 1590 1132	

21 RECORD REFERENCED FILE NUMBER 774910845

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22			B RENEWAL	2	

FIRST GIVEN NAME INITIAL SURNAME
23 REFERENCE
24 DEBTOR/ TRANSFEROR BUSINESS NAME 5047346 ONTARIO INC.
25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28
02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS
29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL V.I.N.
11 MOTOR
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR SISKINDS LLP
17 SECURED PARTY/ LIEN CLAIMANT ADDRESS 275 DUNDAS STREET, UNIT 1 LONDON ON N6B 3L1

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

CONTINUED... 6

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 8050678 CANADA INC.
FILE CURRENCY : 20JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 766597131

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001		6		20201008 1259 1590 3390	P PPSA	2

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
02 DEBTOR
03 NAME BUSINESS NAME 2472602 ONTARIO INC.
ONTARIO CORPORATION NO.
04 ADDRESS 111 HERITAGE ROAD, SUITE 200 CHATHAM ON N7W 5W7

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR
06 NAME BUSINESS NAME AGMEDICA BIOSCIENCE INC.
ONTARIO CORPORATION NO.
07 ADDRESS 111 HERITAGE ROAD, SUITE 200 CHATHAM ON N7W 5W7

08 SECURED PARTY / LIEN CLAIMANT HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.
09 ADDRESS 89 TYCOS DRIVE, SUITE 208 TORONTO ON M6B 1W3

COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL V.I.N.
11 MOTOR
12 VEHICLE

13 GENERAL GENERAL SECURITY AGREEMENT CREATING A SECURITY INTEREST IN ALL
14 COLLATERAL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR LOCATED
15 DESCRIPTION AT, ON, USED IN CONNECTION WITH, RELATING TO OR DERIVED FROM THE

16 REGISTERING AGENT FOGLER, RUBINOFF LLP (205059 JF/LR 566 RIVERVIEW)
17 ADDRESS 77 KING STREET WEST, SUITE 3000 PO BOX 9 TORONTO ON M5K 1G8

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

CONTINUED... 7

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 8050678 CANADA INC.
FILE CURRENCY : 20JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 766597131

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		002		6		20201008 1259 1590 3390		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR				
03	NAME	BUSINESS NAME	2642466 ONTARIO INC.		

ONTARIO CORPORATION NO.
04 ADDRESS 111 HERITAGE ROAD, SUITE 200 CHATHAM ON N7W 5W7

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR				
06	NAME	BUSINESS NAME	8895309 CANADA INC.		

ONTARIO CORPORATION NO.
07 ADDRESS 111 HERITAGE ROAD, SUITE 200 CHATHAM ON N7W 5W7

08 SECURED PARTY /
LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

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

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL PROPERTY MUNICIPALLY KNOWN AS PROPERTY MUNICIPALLY KNOWN AS 566
14 COLLATERAL RIVERVIEW DRIVE, CHATHAM, ONTARIO.
15 DESCRIPTION
16 REGISTERING
AGENT
17 ADDRESS

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

CONTINUED... 8

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 8050678 CANADA INC.
FILE CURRENCY : 20JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 766597131

CAUTION FILING | PAGE NO. | OF TOTAL PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD
01 | 003 | 6 | | 20201008 1259 1590 3390 | |

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
02 DEBTOR
03 NAME BUSINESS NAME WELLWORTH HEALTH CORP
ONTARIO CORPORATION NO.
04 ADDRESS 111 HERITAGE ROAD, SUITE 200 CHATHAM ON N7W 5W7

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR
06 NAME BUSINESS NAME 8050678 CANADA INC.
ONTARIO CORPORATION NO.
07 ADDRESS 111 HERITAGE ROAD, SUITE 200 CHATHAM ON N7W 5W7

08 SECURED PARTY /
LIEN CLAIMANT
09 ADDRESS

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

YEAR MAKE MODEL V.I.N.
11 MOTOR
12 VEHICLE

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING
AGENT
17 ADDRESS

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

CONTINUED... 9

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 8050678 CANADA INC.
FILE CURRENCY : 20JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 766597131

	CAUTION FILING	PAGE NO.	OF TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		004	6		20201008 1259 1590 3390		

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
02 DEBTOR
03 NAME BUSINESS NAME 8326851 CANADA INC.
ONTARIO CORPORATION NO.
04 ADDRESS 111 HERITAGE ROAD, SUITE 200 CHATHAM ON N7W 5W7

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR
06 NAME BUSINESS NAME TAVIVAT NATURALS INC.
ONTARIO CORPORATION NO.
07 ADDRESS 111 HERITAGE ROAD, SUITE 200 CHATHAM ON N7W 5W7

08 SECURED PARTY /
LIEN CLAIMANT
09 ADDRESS

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

YEAR MAKE MODEL V.I.N.
11 MOTOR
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING
AGENT
17 ADDRESS

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

CONTINUED... 10

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 8050678 CANADA INC.
FILE CURRENCY : 20JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 766597131

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		005		6		20201008 1259 1590 3390		

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
02 DEBTOR
03 NAME BUSINESS NAME WORLD WIDE BEVERAGE INNOVATIONS INC.
ONTARIO CORPORATION NO.
04 ADDRESS 111 HERITAGE ROAD, SUITE 200 CHATHAM ON N7W 5W7

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR
06 NAME BUSINESS NAME UNIQUE BEVERAGES (USA) INC.
ONTARIO CORPORATION NO.
07 ADDRESS 111 HERITAGE ROAD, SUITE 200 CHATHAM ON N7W 5W7

08 SECURED PARTY /
LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL V.I.N.
11 MOTOR
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING
AGENT
17 ADDRESS

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

CONTINUED... 11

```
TYPE OF SEARCH      : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 8050678 CANADA INC.
FILE CURRENCY       : 20JUN 2024
     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
         FILE NUMBER
00        766597131
         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
         FILING       NO.  OF  PAGES              SCHEDULE          NUMBER              UNDER         PERIOD
01                    006       6                              20201008 1259 1590 3390
               DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
02   DEBTOR
03   NAME          BUSINESS NAME    ESEELA INC.
                                                                                               ONTARIO CORPORATION NO.
04                       ADDRESS    111 HERITAGE ROAD, SUITE 200             CHATHAM                      ON     N7W 5W7
               DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
05   DEBTOR
06   NAME          BUSINESS NAME
                                                                                               ONTARIO CORPORATION NO.
07                       ADDRESS
08   SECURED PARTY /
     LIEN CLAIMANT
09                       ADDRESS
     COLLATERAL CLASSIFICATION
            CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF         NO FIXED
             GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
10
               YEAR MAKE                        MODEL                   V.I.N.
11   MOTOR
12   VEHICLE
13   GENERAL
14   COLLATERAL
15   DESCRIPTION
16   REGISTERING
     AGENT
17                       ADDRESS
```

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

CONTINUED... 12

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TYPE OF SEARCH      : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 8050678 CANADA INC.
FILE CURRENCY       : 20JUN 2024
     FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT
          CAUTION     PAGE      TOTAL  MOTOR VEHICLE     REGISTRATION        REGISTERED
          FILING       NO.  OF  PAGES     SCHEDULE          NUMBER              UNDER
01                    01        001                  20220928 1452 1590 2046
21   RECORD      FILE NUMBER    766597131
     REFERENCED                                                              RENEWAL    CORRECT
                 PAGE AMENDED   NO SPECIFIC PAGE AMENDED   CHANGE REQUIRED   YEARS      PERIOD
22                                                          B  RENEWAL        2
                                      FIRST GIVEN NAME      INITIAL   SURNAME
23   REFERENCE
24   DEBTOR/       BUSINESS NAME    247602 ONTARIO INC.
     TRANSFEROR
25   OTHER CHANGE
26   REASON/
27   DESCRIPTION
28
02/            DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
05   DEBTOR/
03/  TRANSFEREE    BUSINESS NAME
06                                                                                              ONTARIO CORPORATION NO.
04/07                    ADDRESS
29   ASSIGNOR
     SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09                       ADDRESS
     COLLATERAL CLASSIFICATION
            CONSUMER                                       MOTOR VEHICLE              DATE OF          NO FIXED
             GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED       AMOUNT   MATURITY  OR   MATURITY DATE
10
               YEAR  MAKE                         MODEL                   V.I.N.
11   MOTOR
12   VEHICLE
13   GENERAL
14   COLLATERAL
15   DESCRIPTION
16   REGISTERING AGENT OR           FOGLER, RUBINOFF LLP (JF/LR 193602 HILLM GEN - PPSA RENEWAL 566 RIVER
17   SECURED PARTY/      ADDRESS    77 KING STREET WEST, SUITE 3000 PO BOX 9  TORONTO                   ON     M5K 1G8
     LIEN CLAIMANT
```

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

CONTINUED... 13

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 8050678 CANADA INC.
FILE CURRENCY : 20JUN 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING | PAGE NO. OF | TOTAL PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER

01 001 1 20240617 1918 1902 1309

21 RECORD REFERENCED FILE NUMBER 766597131

PAGE AMENDED | NO SPECIFIC PAGE AMENDED | CHANGE REQUIRED | RENEWAL YEARS | CORRECT PERIOD

22 A AMENDMENT

FIRST GIVEN NAME | INITIAL | SURNAME

23 REFERENCE
24 DEBTOR/ TRANSFEROR BUSINESS NAME WORLD WIDE BEVERAGE INNOVATIONS INC.
25 OTHER CHANGE
26 REASON/ AMEND DEBTOR FROM WORLD WIDE BEVERAGE INNOVATIONS INC. (111
27 DESCRIPTION HERITAGE ROAD, SUITE 200, CHATHAM, ON, N7W5W7) TO TAVIVA T
28 NATURALS INC. (566 RIVERVIEW DRIVE, UNIT 104, CHATHAM, ON, N7M0N2)

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME TAVIVA T NATURALS INC.
06 ONTARIO CORPORATION NO.
04/07 ADDRESS 566 RIVERVIEW DRIVE, UNIT 104 CHATHAM ON N7M 0N2
29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

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

10

YEAR | MAKE | MODEL | V.I.N.

11 MOTOR
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR FOGLER, RUBINOFF LLP (JF/LR) (243580 - 566 RIVERVIEW POS)
17 SECURED PARTY/ LIEN CLAIMANT ADDRESS 77 KING ST. W. SUITE 3000, PO. BOX 95 TORONTO ON M5K 1G8

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

CONTINUED... 14

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TYPE OF SEARCH      : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 8050678 CANADA INC.
FILE CURRENCY       : 20JUN 2024
     FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT
          CAUTION     PAGE     TOTAL  MOTOR VEHICLE     REGISTRATION        REGISTERED
          FILING       NO.  OF  PAGES     SCHEDULE          NUMBER              UNDER
01                    001       1                    20240617 1922 1901 6097
21   RECORD      FILE NUMBER    766597131
     REFERENCED                                                              RENEWAL    CORRECT
                 PAGE AMENDED   NO SPECIFIC PAGE AMENDED   CHANGE REQUIRED   YEARS      PERIOD
22                                                          A  AMENDMENT
                                      FIRST GIVEN NAME      INITIAL   SURNAME
23   REFERENCE
24   DEBTOR/       BUSINESS NAME    8326851 CANADA INC.
     TRANSFEROR
25   OTHER CHANGE
26   REASON/       AMEND DEBTOR FROM 8326851 CANADA INC. (111 HERITAGE ROAD, SUITE
27   DESCRIPTION   200, CHATHAM, ON, N7W5W7) TO TAVIVA T NATURALS INC. (566 RIVERVIEW
28                 DRIVE, UNIT 104, CHATHAM, ON, N7M0N2)
02/          DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
05   DEBTOR/
03/  TRANSFEREE    BUSINESS NAME    TAVIVA T NATURALS INC.
06                                                                                             ONTARIO CORPORATION NO.
04/07                    ADDRESS    566 RIVERVIEW DRIVE, UNIT 104            CHATHAM                          ON     N7M 0N2
29   ASSIGNOR
     SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09                       ADDRESS
     COLLATERAL CLASSIFICATION
            CONSUMER                                   MOTOR VEHICLE             DATE OF          NO FIXED
             GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED       AMOUNT   MATURITY  OR   MATURITY DATE
10
               YEAR  MAKE                          MODEL                    V.I.N.
11   MOTOR
12   VEHICLE
13   GENERAL
14   COLLATERAL
15   DESCRIPTION
16   REGISTERING AGENT OR           FOGLER, RUBINOFF LLP (JF/LR) (243580 - 566 RIVERVIEW POS)
17   SECURED PARTY/      ADDRESS    77 KING ST. W. SUITE 3000, PO. BOX 95     TORONTO                          ON     M5K 1G8
     LIEN CLAIMANT
                                        *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
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                                                                                                     CONTINUED...    15
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 8050678 CANADA INC.
FILE CURRENCY : 20JUN 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001	1		20240617 1927 1901 6098	

21 RECORD REFERENCED FILE NUMBER 766597131

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22			A AMENDMENT		

FIRST GIVEN NAME INITIAL SURNAME
23 REFERENCE
24 DEBTOR/ TRANSFEROR BUSINESS NAME 8895309 CANADA INC.
25 OTHER CHANGE
26 REASON/ AMEND DEBTOR FROM 8895309 CANADA INC. (111 HERITAGE ROAD, SUITE
27 DESCRIPTION 200, CHATHAM, ON, N7W5W7) TO TAVIVA T NATURALS INC. (566 RIVERVIEW
28 DRIVE, UNIT 104, CHATHAM, ON, N7M0N2)
02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME TAVIVA T NATURALS INC.
06 ONTARIO CORPORATION NO.
04/07 ADDRESS 566 RIVERVIEW DRIVE, UNIT 104 CHATHAM ON N7M 0N2
29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS
COLLATERAL CLASSIFICATION

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

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR				
12 VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR FOGLER, RUBINOFF LLP (JF/LR) (243580 - 566 RIVERVIEW POS)
17 SECURED PARTY/ LIEN CLAIMANT ADDRESS 77 KING ST. W. SUITE 3000, PO. BOX 95 TORONTO ON M5K 1G8

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

CONTINUED... 16

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 8050678 CANADA INC.
FILE CURRENCY : 20JUN 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001		1		20240617 1930 1902 1311	

21 RECORD REFERENCED FILE NUMBER 766597131

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22			A AMENDMENT		

FIRST GIVEN NAME INITIAL SURNAME
23 REFERENCE
24 DEBTOR/ TRANSFEROR BUSINESS NAME ESEELA INC.
25 OTHER CHANGE
26 REASON/ AMEND DEBTOR FROM ESEELA INC. (111 HERITAGE ROAD, SUITE 200,
27 DESCRIPTION CHATHAM, ON, N7W5W7) TO 5047346 ONTARIO INC. (566 RIVERVIEW DRIVE,
28 UNUT 104, CHATHAM, ON, N7M0N2)
02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME 5047346 ONTARIO INC.
06 ONTARIO CORPORATION NO.
04/07 ADDRESS 566 RIVERVIEW DRIVE, UNUT 104 CHATHAM ON N7M 0N2
29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

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

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR FOGLER, RUBINOFF LLP (JF/LR) (243580 - 566 RIVERVIEW POS)
17 SECURED PARTY/ LIEN CLAIMANT ADDRESS 77 KING ST. W. SUITE 3000, PO. BOX 95 TORONTO ON M5K 1G8

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

CONTINUED... 17

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 8050678 CANADA INC.
FILE CURRENCY : 20JUN 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING | PAGE NO. OF | TOTAL PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER

01 001 1 20240617 1933 1902 1312
21 RECORD REFERENCED FILE NUMBER 766597131

PAGE AMENDED | NO SPECIFIC PAGE AMENDED | CHANGE REQUIRED | RENEWAL YEARS | CORRECT PERIOD

22 A AMENDMENT

FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE
24 DEBTOR/ TRANSFEROR BUSINESS NAME 2642466 ONTARIO INC.
25 OTHER CHANGE
26 REASON/ AMEND DEBTOR FROM 2642466 ONTARIO INC. (111 HERITAGE ROAD, SUITE
27 DESCRIPTION 200, CHATHAM, ON, N7W5W7) TO 5047346 ONTARIO INC. (566 RIVERVIEW
28 DRIVE, UNIT 104, CHATHAM, ON, N7M0N2)
02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME 5047346 ONTARIO INC.
06 ONTARIO CORPORATION NO.
04/07 ADDRESS 566 RIVERVIEW DRIVE, UNIT 104 CHATHAM ON N7M 0N2
29 ASSIGNOR

SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08
09 ADDRESS

COLLATERAL CLASSIFICATION

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

10

YEAR MAKE MODEL V.I.N.

11 MOTOR
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR FOGLER, RUBINOFF LLP (JF/LR) (243580 - 566 RIVERVIEW POS)
17 SECURED PARTY/ LIEN CLAIMANT ADDRESS 77 KING ST. W. SUITE 3000, PO. BOX 95 TORONTO ON M5K 1G8

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

CONTINUED... 18

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 8050678 CANADA INC.
FILE CURRENCY : 20JUN 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

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         CAUTION     PAGE      TOTAL  MOTOR VEHICLE     REGISTRATION        REGISTERED
         FILING       NO.  OF  PAGES    SCHEDULE          NUMBER              UNDER
01                   001       1                    20240617 1944 1902 1313
21   RECORD      FILE NUMBER    766597131
     REFERENCED                                                         RENEWAL    CORRECT
                PAGE AMENDED   NO SPECIFIC PAGE AMENDED   CHANGE REQUIRED   YEARS      PERIOD
22                                                         A  AMENDMENT
                                    FIRST GIVEN NAME      INITIAL   SURNAME
23   REFERENCE
24   DEBTOR/       BUSINESS NAME    2472602 ONTARIO INC.
     TRANSFEROR
25   OTHER CHANGE
26   REASON/       AMEND DEBTOR FROM 2472602 ONTARIO INC. (111 HERITAGE ROAD, SUIITE
27   DESCRIPTION   200, CHATHAM, ON, N7W5W7) TO 5047346 ONTARIO INC. (566 RIVERVIEW
28                 DRIVE, UNIT 104, CHATHAM, ON, N7M0N2)
02/           DATE OF BIRTH         FIRST GIVEN NAME      INITIAL   SURNAME
05   DEBTOR/
03/  TRANSFEREE    BUSINESS NAME    5047346 ONTARIO INC.
06                                                                                      ONTARIO CORPORATION NO.
04/07                   ADDRESS    566 RIVERVIEW DRIVE, UNIT 104            CHATHAM                    ON     N7M 0N2
29   ASSIGNOR
     SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09                      ADDRESS
     COLLATERAL CLASSIFICATION
           CONSUMER                                  MOTOR VEHICLE             DATE OF          NO FIXED
            GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED       AMOUNT   MATURITY  OR   MATURITY DATE
10
              YEAR  MAKE                          MODEL                    V.I.N.
11   MOTOR
12   VEHICLE
13   GENERAL
14   COLLATERAL
15   DESCRIPTION
16   REGISTERING AGENT OR           FOGLER, RUBINOFF LLP (JF/LR) (243580 - 566 RIVERVIEW POS)
17   SECURED PARTY/      ADDRESS    77 KING ST. W. SUITE 3000, PO. BOX 95     TORONTO                    ON     M5K 1G8
     LIEN CLAIMANT
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*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 19

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 8050678 CANADA INC.
FILE CURRENCY : 20JUN 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001		1		20240619 0858 1901 6815	

21 RECORD REFERENCED FILE NUMBER 766597131

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22			B RENEWAL	02	

FIRST GIVEN NAME INITIAL SURNAME
23 REFERENCE
24 DEBTOR/ TRANSFEROR BUSINESS NAME 5047346 ONTARIO INC.
25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28
02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS
29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

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

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR				
12 VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR FOGLER, RUBINOFF LLP (JF/LR) (243580 - POS 566 RIVERVIEW)
17 SECURED PARTY/ LIEN CLAIMANT ADDRESS 77 KING ST. W. SUITE 3000, PO. BOX 95 TORONTO ON M5K 1G8

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

CONTINUED... 20

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 8050678 CANADA INC.
FILE CURRENCY : 20JUN 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001		4		20240620 1409 1902 2711	

21 RECORD REFERENCED FILE NUMBER 766597131

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22			A AMENDMENT		

FIRST GIVEN NAME INITIAL SURNAME
23 REFERENCE
24 DEBTOR/ TRANSFEROR BUSINESS NAME 5047346 ONTARIO INC.
25 OTHER CHANGE
26 REASON/ AMEND GENERAL COLLATERAL FROM? GENERAL SECURITY AGREEMENT CREATING A
27 DESCRIPTION SECURITY INTEREST IN ALL PRESENT AND AFTER ACQUIRED PERSONAL
28 PROPERTY OF THE DEBTOR LOCATED AT, ON, USED IN CONNECTION WITH,
02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS
29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08 TAVITA T NATURALS INC.
09 ADDRESS 566 RIVERVIEW DRIVE, UNIT 104 CHATHAM ON N7M 0N2

COLLATERAL CLASSIFICATION

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

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL DELETE THE FOLLOWING? GENERAL SECURITY AGREEMENT CREATING A
14 COLLATERAL SECURITY INTEREST IN ALL PRESENT AND AFTER ACQUIRED PERSONAL
15 DESCRIPTION PROPERTY OF THE DEBTOR LOCATED AT, ON, USED IN CONNECTION WITH,
16 REGISTERING AGENT OR FOGLER, RUBINOFF LLP (JF/LR)
17 SECURED PARTY/ LIEN CLAIMANT ADDRESS 77 KING ST. W. SUITE 3000, PO. BOX 95 TORONTO ON M5K 1G8

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

CONTINUED... 21

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TYPE OF SEARCH      : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 8050678 CANADA INC.
FILE CURRENCY       : 20JUN 2024
     FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT
          CAUTION     PAGE      TOTAL  MOTOR VEHICLE     REGISTRATION        REGISTERED
          FILING       NO.  OF  PAGES     SCHEDULE          NUMBER             UNDER
01                    002       4                   20240620 1409 1902 2711
21   RECORD      FILE NUMBER    766597131
     REFERENCED                                                             RENEWAL    CORRECT
                 PAGE AMENDED   NO SPECIFIC PAGE AMENDED   CHANGE REQUIRED   YEARS      PERIOD
22
                                     FIRST GIVEN NAME      INITIAL   SURNAME
23   REFERENCE
24   DEBTOR/       BUSINESS NAME
     TRANSFEROR
25   OTHER CHANGE
26   REASON/       RELATING TO OR DERIVED FROM THE PROPERTY MUNICIPALLY KNOWN AS
27   DESCRIPTION   PROPERTY MUNICIPALLY KNOWN AS 566 RIVERVIEW DRIVE, CHATHAM,
28                 ONTARIO. TO? DELETE THE FOLLOWING?  GENERAL SECURITY AGREEMENT
02/            DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
05   DEBTOR/
03/  TRANSFEREE    BUSINESS NAME
06                                                                                             ONTARIO CORPORATION NO.
04/07                       ADDRESS
29   ASSIGNOR
     SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09                          ADDRESS
     COLLATERAL CLASSIFICATION
            CONSUMER                                  MOTOR VEHICLE            DATE OF          NO FIXED
             GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED       AMOUNT   MATURITY  OR   MATURITY DATE
10
               YEAR  MAKE                        MODEL                   V.I.N.
11   MOTOR
12   VEHICLE
13   GENERAL         RELATING  TO OR DERIVED FROM THE PROPERTY MUNICIPALLY KNOWN AS
14   COLLATERAL      PROPERTY  MUNICIPALLY KNOWN AS 566 RIVERVIEW DRIVE, CHATHAM,
15   DESCRIPTION     ONTARIO.
16   REGISTERING AGENT OR
17   SECURED PARTY/      ADDRESS
     LIEN CLAIMANT
```

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

CONTINUED... 22

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TYPE OF SEARCH      : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 8050678 CANADA INC.
FILE CURRENCY       : 20JUN 2024
     FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT
          CAUTION     PAGE      TOTAL  MOTOR VEHICLE     REGISTRATION        REGISTERED
          FILING       NO.  OF  PAGES     SCHEDULE          NUMBER             UNDER
01                    003       4                   20240620 1409 1902 2711
21   RECORD      FILE NUMBER    766597131
     REFERENCED                                                            RENEWAL    CORRECT
                 PAGE AMENDED   NO SPECIFIC PAGE AMENDED   CHANGE REQUIRED   YEARS      PERIOD
22
                                      FIRST GIVEN NAME      INITIAL   SURNAME
23   REFERENCE
24   DEBTOR/       BUSINESS NAME
     TRANSFEROR
25   OTHER CHANGE
26   REASON/       CREATING A SECURITY INTEREST IN ALL PRESENT AND AFTER ACQUIRED
27   DESCRIPTION   PERSONAL PROPERTY OF THE DEBTOR LOCATED AT, ON, USED IN CONNECTION
28                 WITH, RELATING TO OR DERIVED FROM THE PROPERTY MUNICIPALLY KNOWN AS
02/           DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
05   DEBTOR/
03/  TRANSFEREE    BUSINESS NAME
06                                                                                             ONTARIO CORPORATION NO.
04/07                    ADDRESS
29   ASSIGNOR
     SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09                       ADDRESS
     COLLATERAL CLASSIFICATION
            CONSUMER                                  MOTOR VEHICLE             DATE OF          NO FIXED
             GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED       AMOUNT   MATURITY  OR   MATURITY DATE
10
              YEAR  MAKE                         MODEL                   V.I.N.
11   MOTOR
12   VEHICLE
13   GENERAL
14   COLLATERAL
15   DESCRIPTION
16   REGISTERING AGENT OR
17   SECURED PARTY/      ADDRESS
     LIEN CLAIMANT
                                        *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
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                                                                                                    CONTINUED...    23
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 8050678 CANADA INC.
FILE CURRENCY : 20JUN 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		004		4		20240620 1409 1902 2711	

21 RECORD FILE NUMBER 766597131
REFERENCED

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22					

FIRST GIVEN NAME INITIAL SURNAME
23 REFERENCE
24 DEBTOR/ BUSINESS NAME
TRANSFEROR
25 OTHER CHANGE
26 REASON/ PROPERTY MUNICIPALLY KNOWN AS 566 RIVERVIEW DRIVE, CHATHAM,
27 DESCRIPTION ONTARIO. ADD SECURED PARTY TAVITA T NATURALS INC. (566 RIVERVIEW
28 DRIVE, UNIT 104, CHATHAM, ON, N7M 0N2)
02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS
29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL V.I.N.
11 MOTOR
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR
17 SECURED PARTY/ ADDRESS
LIEN CLAIMANT

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

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 8050678 CANADA INC.
FILE CURRENCY : 20JUN 2024

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
774910845	20210729 1249 1590 8796	20230707 1450 1590 1132		
766597131	20201008 1259 1590 3390	20220928 1452 1590 2046	20240617 1918 1902 1309	20240617 1922 1901 6097
	20240617 1927 1901 6098	20240617 1930 1902 1311	20240617 1933 1902 1312	20240617 1944 1902 1313
	20240619 0858 1901 6815	20240620 1409 1902 2711		

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

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM (ONTARIO) ENQUIRY RESULTS

A Service Provider under Contract with the Ministry of Government Services

Prepared for :	Thornton Grout Finnigan LLP
Reference :	Hillmount re Atlas Global
Docket :	1819-004
Search ID :	978847
Date Processed :	21 Jun 2024
Report Type :	PPSA Electronic Response
Search Conducted on :	AGMEDICA BIOSCIENCE INC.
Search Type :	Business Debtor

THIS SEARCH DOES NOT CONSTITUTE A CERTIFICATE PURSUANT TO SECTIONS 43 AND 44 OF THE PPSA. A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : AGMEDICA BIOSCIENCE INC.
FILE CURRENCY : 20JUN 2024

ENQUIRY NUMBER 20240621114013.44 CONTAINS 43 PAGE(S), 7 FAMILY(IES).

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

THORNTON GROUT FINNIGAN LLP
SUIT NO: 3200 100 WELLINGTON STREET WEST
TORONTO ON M5K 1K7

CONTINUED... 2

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : AGMEDICA BIOSCIENCE INC.
FILE CURRENCY : 20JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 798316488

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001		1		20231023 1451 1901 4072	P PPSA	02

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
02 DEBTOR
03 NAME BUSINESS NAME AGMEDICA BIOSCIENCE
ONTARIO CORPORATION NO. 2472602
04 ADDRESS 200-111 HERITAGE RD CHATHAM ON N7M 5W7

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

08 SECURED PARTY / ONTARIO WATER TESTING CENTRE INC.
LIEN CLAIMANT
09 ADDRESS 22 CURRIE STREET CHATHAM ON N7M 6J9

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10					X		12118			X

YEAR MAKE MODEL V.I.N.
11 MOTOR
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING
AGENT
17 ADDRESS

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

CONTINUED... 3

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : AGMEDICA BIOSCIENCE INC.
FILE CURRENCY : 20JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 797556816

CAUTION FILING | PAGE NO. | OF | TOTAL PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD
01 | 001 | | 4 | | 20230927 1034 1902 5415 | P PPSA | 07

DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
02 DEBTOR
03 NAME BUSINESS NAME AGMEDICA BIOSCIENCE INC
ONTARIO CORPORATION NO.
04 ADDRESS 566 RIVERVIEW DR UNIT 104 CHATHAM ON N7M 0N2

DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
05 DEBTOR 07JAN1978 JASON F J CERVI
06 NAME BUSINESS NAME
ONTARIO CORPORATION NO.
07 ADDRESS 566 RIVERVIEW DR CHATHAM ON N7M 0N2

08 SECURED PARTY / LIEN CLAIMANT BIZFUND CANADA LTD
09 ADDRESS 405-1018 FINCH AVENUE WEST NORTH YORK ON M3J 3L5

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10					X		108750			X

YEAR MAKE MODEL V.I.N.
11 MOTOR
12 VEHICLE

13 GENERAL CERTAIN FUTURE RECEIVABLES SOLD BY SAID BUSINESS AS SELLER, AND
14 COLLATERAL PURCHASED BY BIZFUND CANADA LTD , AS BUYER, PURSUANT TO THAT CERTAIN
15 DESCRIPTION PURCHASE AND SALE OF FUTURE RECEIVABLES AGREEMENT BETWEEN SELLER AND
16 REGISTERING AGENT ESC CORPORATE SERVICES LTD. (CSC)
17 ADDRESS 445 KING STREET W, SUITE 400 TORONTO ON M5V 1K4

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

CONTINUED... 4

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : AGMEDICA BIOSCIENCE INC.
FILE CURRENCY : 20JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 797556816

	CAUTION FILING	PAGE NO.	OF TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		002	4		20230927 1034 1902 5415		

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
02 DEBTOR
03 NAME BUSINESS NAME
ONTARIO CORPORATION NO.
04 ADDRESS

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

08 SECURED PARTY /
LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL V.I.N.
11 MOTOR
12 VEHICLE

13 GENERAL PURCHASER DATED 07/13/2023 (THE "AGREEMENT AND ALL SUBSEQUENT BIZFUND
14 COLLATERAL CANADA LTD , AGREEMENTS "). THE SALE OF THE FUTURE RECEIVABLES
15 DESCRIPTION PURSUANT TO THE AGREEMENT IS INTENDED BY THE PARTIES THERETO TO BE AN

16 REGISTERING
AGENT
17 ADDRESS

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

CONTINUED... 5

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : AGMEDICA BIOSCIENCE INC.
FILE CURRENCY : 20JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 797556816

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		003		4		20230927 1034 1902 5415		

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
02 DEBTOR
03 NAME BUSINESS NAME
ONTARIO CORPORATION NO.
04 ADDRESS
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR
06 NAME BUSINESS NAME
ONTARIO CORPORATION NO.
07 ADDRESS
08 SECURED PARTY /
LIEN CLAIMANT
09 ADDRESS
COLLATERAL CLASSIFICATION
CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER MOTOR VEHICLE INCLUDED AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE
10
YEAR MAKE MODEL V.I.N.
11 MOTOR
12 VEHICLE
13 GENERAL OUTRIGHT SALE OF SUCH FUTURE RECEIVABLES AND NOT INTENDED TO BE, NOR
14 COLLATERAL IS IT TO BE CONSTRUCTED AS, A FINANCING OR AN ASSIGNMENT FOR
15 DESCRIPTION SECURING THE OBLIGATIONS OF THE SELLER, THIS UCC FINANCING STATEMENT
16 REGISTERING
AGENT
17 ADDRESS

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

CONTINUED... 6

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : AGMEDICA BIOSCIENCE INC.
FILE CURRENCY : 20JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 797556816

	CAUTION FILING	PAGE NO.	OF TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		004	4		20230927 1034 1902 5415		

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
02 DEBTOR
03 NAME BUSINESS NAME
ONTARIO CORPORATION NO.
04 ADDRESS

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

08 SECURED PARTY /
LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL V.I.N.
11 MOTOR
12 VEHICLE
13 GENERAL IS FILED FOR NOTICE PURPOSES ONLY.
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING
AGENT
17 ADDRESS

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

CONTINUED... 7

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : AGMEDICA BIOSCIENCE INC.
FILE CURRENCY : 20JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER						
00	795167001						
	CAUTION FILING	PAGE NO.	OF TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001	9		20230711 1718 1793 3466	P PPSA	3

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
02 DEBTOR
03 NAME BUSINESS NAME AGMEDICA BIOSCIENCE INC.
ONTARIO CORPORATION NO.
04 ADDRESS 104-566 RIVERVIEW DRIVE CHATHAM ON N7M0M2
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR
06 NAME BUSINESS NAME
ONTARIO CORPORATION NO.
07 ADDRESS
08 SECURED PARTY / LIEN CLAIMANT STOKE CANADA FINANCE CORP.
09 ADDRESS 700, 1816 CROWCHILD TRAIL NW CALGARY AB T2M3Y7

COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL V.I.N.
11 MOTOR
12 VEHICLE
13 GENERAL RECEIVABLES PURCHASE AGREEMENT DATED JULY 3, 2023. SECTION 6.1(A) AS
14 COLLATERAL GENERAL AND CONTINUING COLLATERAL SECURITY FOR THE DUE PAYMENT AND
15 DESCRIPTION PERFORMANCE OF ALL PRESENT AND FUTURE OBLIGATIONS (WHETHER DIRECT OR
16 REGISTERING AGENT STOKE INVENTORY PARTNERS INC.
17 ADDRESS 700 - 1816 CROWCHILD TR NW CALGARY AB T2M3Y7

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

CONTINUED... 8

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TYPE OF SEARCH      : BUSINESS DEBTOR
SEARCH CONDUCTED ON : AGMEDICA BIOSCIENCE INC.
FILE CURRENCY       : 20JUN 2024
     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
         FILE NUMBER
00        795167001
         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
         FILING       NO.  OF  PAGES              SCHEDULE          NUMBER              UNDER        PERIOD
01                    002       9                           20230711 1718 1793 3466
               DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
02   DEBTOR
03   NAME          BUSINESS NAME
                                                                                    ONTARIO CORPORATION NO.
04                          ADDRESS
               DATE OF BIRTH       FIRST GIVEN NAME      INITIAL   SURNAME
05   DEBTOR
06   NAME          BUSINESS NAME
                                                                                    ONTARIO CORPORATION NO.
07                          ADDRESS
08   SECURED PARTY /
     LIEN CLAIMANT
09                          ADDRESS
     COLLATERAL CLASSIFICATION
            CONSUMER                                   MOTOR VEHICLE   AMOUNT    DATE OF         NO FIXED
             GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED               MATURITY  OR   MATURITY DATE
10
               YEAR MAKE                        MODEL                   V.I.N.
11   MOTOR
12   VEHICLE
13   GENERAL         INDIRECT, JOINT OR SEVERAL, ABSOLUTE OR CONTINGENT, LIQUIDATED OR
14   COLLATERAL      UNLIQUIDATED DAMAGES, MATURED OR UNMATURED) WHICH THE SELLER HAS
15   DESCRIPTION     FROM TIME TO TIME INCURRED OR MAY INCUR OR BE LIABLE TO THE
16   REGISTERING
     AGENT
17                          ADDRESS
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*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...   9

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : AGMEDICA BIOSCIENCE INC.
FILE CURRENCY : 20JUN 2024
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN
FILE NUMBER
00 795167001
CAUTION FILING | PAGE NO. | OF | TOTAL PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD
01 | 003 | | 9 | | 20230711 1718 1793 3466 | |
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
02 DEBTOR
03 NAME BUSINESS NAME
ONTARIO CORPORATION NO.
04 ADDRESS
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR
06 NAME BUSINESS NAME
ONTARIO CORPORATION NO.
07 ADDRESS
08 SECURED PARTY /
LIEN CLAIMANT
09 ADDRESS
COLLATERAL CLASSIFICATION
CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER MOTOR VEHICLE INCLUDED AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE
10
YEAR MAKE MODEL V.I.N.
11 MOTOR
12 VEHICLE
13 GENERAL PURCHASER UNDER, IN CONNECTION WITH OR WITH RESPECT TO THIS
14 COLLATERAL AGREEMENT AND ANY OTHER TRANSACTION DOCUMENTS AND ANY UNPAID BALANCE
15 DESCRIPTION THEREOF, THE SELLER HEREBY GRANTS, ASSIGNS, TRANSFERS, SETS OVER,
16 REGISTERING
AGENT
17 ADDRESS
*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
CONTINUED... 10

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : AGMEDICA BIOSCIENCE INC.
FILE CURRENCY : 20JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 795167001

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		004		9		20230711 1718 1793 3466		

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
02 DEBTOR
03 NAME BUSINESS NAME
ONTARIO CORPORATION NO.
04 ADDRESS

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

08 SECURED PARTY /
LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL V.I.N.
11 MOTOR
12 VEHICLE

13 GENERAL MORTGAGES, CHARGES, AND PLEDGES TO THE PURCHASER, AND GRANTS TO THE
14 COLLATERAL PURCHASER A FIRST PRIORITY SECURITY INTEREST IN, ALL OF THE SELLER'S
15 DESCRIPTION RIGHT, TITLE AND INTEREST IN AND TO THE FOLLOWING, WHEREVER LOCATED,

16 REGISTERING
AGENT
17 ADDRESS

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

CONTINUED... 11

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : AGMEDICA BIOSCIENCE INC.
FILE CURRENCY : 20JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 795167001

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		005		9		20230711 1718 1793 3466		

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
02 DEBTOR
03 NAME BUSINESS NAME
ONTARIO CORPORATION NO.
04 ADDRESS

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

08 SECURED PARTY /
LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

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

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL WHETHER NOW EXISTING OR HEREAFTER FROM TIME TO TIME ARISING OR
14 COLLATERAL ACQUIRED (COLLECTIVELY, THE "COLLATERAL")
15 DESCRIPTION (I) ALL OF THE MONEYS AND OTHER SUMS PAYABLE TO OR RECEIVABLE BY THE
16 REGISTERING
AGENT
17 ADDRESS

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

CONTINUED... 12

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : AGMEDICA BIOSCIENCE INC.
FILE CURRENCY : 20JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 795167001

	CAUTION FILING	PAGE NO.	OF TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		006	9		20230711 1718 1793 3466		

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
02 DEBTOR
03 NAME BUSINESS NAME
ONTARIO CORPORATION NO.
04 ADDRESS
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR
06 NAME BUSINESS NAME
ONTARIO CORPORATION NO.
07 ADDRESS
08 SECURED PARTY /
LIEN CLAIMANT
09 ADDRESS
COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL V.I.N.
11 MOTOR
12 VEHICLE
13 GENERAL SELLER UNDER OR PURSUANT TO THE PROVISIONS OF THE ELIGIBLE
14 COLLATERAL RECEIVABLES,
15 DESCRIPTION (II) THE RESERVE AMOUNT AND THE DILUTION RESERVE PROCEEDS RELATING
16 REGISTERING
AGENT
17 ADDRESS

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

CONTINUED... 13

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : AGMEDICA BIOSCIENCE INC.
FILE CURRENCY : 20JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 795167001

	CAUTION FILING	PAGE NO.	OF TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		007	9		20230711 1718 1793 3466		

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
02 DEBTOR
03 NAME BUSINESS NAME
ONTARIO CORPORATION NO.
04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR
06 NAME BUSINESS NAME
ONTARIO CORPORATION NO.
07 ADDRESS
08 SECURED PARTY /
LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL V.I.N.
11 MOTOR
12 VEHICLE
13 GENERAL THERETO,
14 COLLATERAL (III) ALL BOOKS AND RECORDS RELATING TO THE FOREGOING, INCLUDING IN
15 DESCRIPTION ANY FORM OR MEDIUM,
16 REGISTERING
AGENT
17 ADDRESS

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

CONTINUED... 14

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : AGMEDICA BIOSCIENCE INC.
FILE CURRENCY : 20JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 795167001

	CAUTION FILING	PAGE NO.	OF TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		008	9		20230711 1718 1793 3466		

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
02 DEBTOR
03 NAME BUSINESS NAME
ONTARIO CORPORATION NO.
04 ADDRESS
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR
06 NAME BUSINESS NAME
ONTARIO CORPORATION NO.
07 ADDRESS
08 SECURED PARTY /
LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL V.I.N.
11 MOTOR
12 VEHICLE
13 GENERAL (IV) ALL ADDITIONS, SUBSTITUTIONS AND REPLACEMENTS FOR EACH OF THE
14 COLLATERAL FOREGOING, AND
15 DESCRIPTION (V) ALL RIGHTS (BUT NONE OF THE OBLIGATIONS) OF THE SELLER UNDER THE
16 REGISTERING
AGENT
17 ADDRESS

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

CONTINUED... 15

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : AGMEDICA BIOSCIENCE INC.
FILE CURRENCY : 20JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 795167001

	CAUTION FILING	PAGE NO.	OF TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		009	9		20230711 1718 1793 3466		

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
02 DEBTOR
03 NAME BUSINESS NAME
ONTARIO CORPORATION NO.
04 ADDRESS

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

08 SECURED PARTY /
LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL V.I.N.
11 MOTOR
12 VEHICLE

13 GENERAL CREDIT INSURANCE POLICY.
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING
AGENT
17 ADDRESS

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

CONTINUED... 16

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TYPE OF SEARCH      : BUSINESS DEBTOR
SEARCH CONDUCTED ON : AGMEDICA BIOSCIENCE INC.
FILE CURRENCY       : 20JUN 2024
     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
         FILE NUMBER
00        786304008
         CAUTION     PAGE      TOTAL            MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
         FILING       NO.  OF  PAGES               SCHEDULE          NUMBER              UNDER        PERIOD
01                    001      001                           20220831 1313 1031 3358    P  PPSA        05
               DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
02   DEBTOR
03   NAME          BUSINESS NAME    AGMEDICA BIOSCIENCE INC
                                                                                               ONTARIO CORPORATION NO.
04                       ADDRESS    566 RIVERVIEW DR UNIT 104                CHATHAM                    ON     N7M 0N2
               DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
05   DEBTOR
06   NAME          BUSINESS NAME
                                                                                               ONTARIO CORPORATION NO.
07                       ADDRESS
08   SECURED PARTY /                HER MAJESTY IN RIGHT OF ONTARIO REPRESENTED BY THE MINISTER OF FINANCE
     LIEN CLAIMANT
09                       ADDRESS    300-1400 BLAIR TOWERS PLACE              OTTAWA                     ON     K1J 9B8
     COLLATERAL CLASSIFICATION
            CONSUMER                                       MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
             GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED                  MATURITY  OR   MATURITY DATE
10                        X         X         X      X               118031       31AUG2027
               YEAR MAKE                        MODEL                     V.I.N.
11   MOTOR
12   VEHICLE
13   GENERAL
14   COLLATERAL
15   DESCRIPTION
16   REGISTERING                    MINISTRY OF FINANCE, AM & COLLECTIONS BRANCH (EHT) BN#837827179
     AGENT
17                       ADDRESS    300-1400 BLAIR TOWERS PLACE (198/187)    OTTAWA                     ON     K1J 9B8
                                      *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
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                                                                                                      CONTINUED...    17
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TYPE OF SEARCH       : BUSINESS DEBTOR
SEARCH CONDUCTED ON : AGMEDICA BIOSCIENCE INC.
FILE CURRENCY        : 20JUN 2024
     FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT
          CAUTION     PAGE      TOTAL  MOTOR VEHICLE     REGISTRATION        REGISTERED
          FILING       NO.  OF  PAGES     SCHEDULE          NUMBER             UNDER
01                     001      001                  20230530 1054 1031 8759
21   RECORD      FILE NUMBER    786304008
     REFERENCED                                                               RENEWAL    CORRECT
                 PAGE AMENDED   NO SPECIFIC PAGE AMENDED   CHANGE REQUIRED   YEARS      PERIOD
22                                                          A  AMENDMENT
                                      FIRST GIVEN NAME      INITIAL   SURNAME
23   REFERENCE
24   DEBTOR/       BUSINESS NAME    AGMEDICA BIOSCIENCE INC
     TRANSFEROR
25   OTHER CHANGE
26   REASON/       TO ADD MOTOR VEHICLE AND UPDATE NAB TO CURRENT BALANCE 245,889
27   DESCRIPTION
28
02/            DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
05   DEBTOR/
03/  TRANSFEREE    BUSINESS NAME
06                                                                                  ONTARIO CORPORATION NO.
04/07                   ADDRESS
29   ASSIGNOR
     SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08                                    HIS MAJESTY IN RIGHT OF ONTARIO REPRESENTED BY THE MINISTER OF FINANCE
09                      ADDRESS    400-130 DUFFERIN AVE                    LONDON                    ON     N6A 6G8
     COLLATERAL CLASSIFICATION
            CONSUMER                                  MOTOR VEHICLE              DATE OF          NO FIXED
             GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED        AMOUNT   MATURITY  OR   MATURITY DATE
10                                                          X      245889
               YEAR  MAKE                          MODEL                     V.I.N.
11   MOTOR     2011  FORD                          DRW                       1FDUF4GY4BEA43759
12   VEHICLE
13   GENERAL
14   COLLATERAL
15   DESCRIPTION
16   REGISTERING AGENT OR           MINISTRY OF FINANCE, AM & COLLECTIONS BRANCH (EHT) BN#837827179
17   SECURED PARTY/      ADDRESS    400-130 DUFFERIN AVE (361/058)          LONDON                    ON     N6A 6G8
     LIEN CLAIMANT
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*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 18

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : AGMEDICA BIOSCIENCE INC.
FILE CURRENCY : 20JUN 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001		001		20240104 0858 1031 3659	

21 RECORD REFERENCED FILE NUMBER 786304008

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22			A AMENDMENT		

			FIRST GIVEN NAME	INITIAL	SURNAME
23	REFERENCE				
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	AGMEDICA BIOSCIENCE INC		

25 OTHER CHANGE
26 REASON/ AMEND LIEN TO CURRENT NAB OF $1,788.86
27 DESCRIPTION
28

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/ 05 DEBTOR/				
03/ TRANSFEREE BUSINESS NAME				

06 ONTARIO CORPORATION NO.
04/07 ADDRESS
29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08 HIS MAJESTY IN RIGHT OF ONTARIO REPRESENTED BY THE MINISTER OF FINANCE
09 ADDRESS 400-130 DUFFERIN AVENUE, LONDON ON N6A 6G8

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10							1789			

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR MINISTRY OF FINANCE,AM & COLLECTIONS BRANCH, EHT, BN#837827179
17 SECURED PARTY/ LIEN CLAIMANT ADDRESS 400-130 DUFFERIN AVENUE, (295/746) LONDON ON N6A 6G8

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

CONTINUED... 19

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TYPE OF SEARCH      : BUSINESS DEBTOR
SEARCH CONDUCTED ON : AGMEDICA BIOSCIENCE INC.
FILE CURRENCY       : 20JUN 2024
     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
         FILE NUMBER
00        774910818
         CAUTION     PAGE      TOTAL          MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
         FILING       NO.  OF  PAGES             SCHEDULE          NUMBER             UNDER         PERIOD
01                    001      2                              20210729 1248 1590 8795    P  PPSA        2
            DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
02   DEBTOR
03   NAME          BUSINESS NAME    AGMEDICA BIOSCIENCE INC.
                                                                                         ONTARIO CORPORATION NO.
04                       ADDRESS    566 RIVERVIEW DRIVE, UNIT 104           CHATHAM                    ON     N7M 0N2
            DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
05   DEBTOR
06   NAME          BUSINESS NAME
                                                                                         ONTARIO CORPORATION NO.
07                       ADDRESS
08   SECURED PARTY /                2596690 ONTARIO INC.
     LIEN CLAIMANT
09                       ADDRESS    136 ST. CLAIR STREET                    CHATHAM                    ON     N7L 3J3
     COLLATERAL CLASSIFICATION
        CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF         NO FIXED
         GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED              MATURITY  OR   MATURITY DATE
10                   X         X         X      X
            YEAR MAKE                       MODEL                    V.I.N.
11   MOTOR
12   VEHICLE
13   GENERAL         SECURITY GRANTED PURSUANT TO A GENERAL SECURITY AGREEMENT BETWEEN
14   COLLATERAL      AGMEDICA BIOSCIENCE INC., AS DEBTOR, AND 2596690 ONTARIO INC., AS
15   DESCRIPTION     SECURED PARTY, AS AMENDED FROM TIME TO TIME AND INCLUDING ANY ANNEX,
16   REGISTERING                    GOWLING WLG (CANADA) LLP (JOHNB)
     AGENT
17                       ADDRESS    1020-50 QUEEN ST. N., P.O. BOX 2248     KITCHENER                  ON     N2H 6M2
                                        *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
```

CONTINUED... 20

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : AGMEDICA BIOSCIENCE INC.
FILE CURRENCY : 20JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 774910818

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		002		2		20210729 1248 1590 8795		

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
02 DEBTOR
03 NAME BUSINESS NAME
ONTARIO CORPORATION NO.
04 ADDRESS

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

08 SECURED PARTY /
LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL V.I.N.
11 MOTOR
12 VEHICLE
13 GENERAL SUPPLEMENT OR SCHEDULE THERETO.
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING
AGENT
17 ADDRESS

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

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TYPE OF SEARCH      : BUSINESS DEBTOR
SEARCH CONDUCTED ON : AGMEDICA BIOSCIENCE INC.
FILE CURRENCY       : 20JUN 2024
     FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT
          CAUTION     PAGE      TOTAL  MOTOR VEHICLE     REGISTRATION        REGISTERED
          FILING       NO.  OF  PAGES     SCHEDULE          NUMBER              UNDER
01                    01        001                  20230707 1450 1590 1133
21   RECORD      FILE NUMBER    774910818
     REFERENCED                                                              RENEWAL    CORRECT
                 PAGE AMENDED   NO SPECIFIC PAGE AMENDED   CHANGE REQUIRED   YEARS      PERIOD
22                                                          B  RENEWAL        2
                                      FIRST GIVEN NAME      INITIAL   SURNAME
23   REFERENCE
24   DEBTOR/       BUSINESS NAME    AGMEDICA BIOSCIENCE INC.
     TRANSFEROR
25   OTHER CHANGE
26   REASON/
27   DESCRIPTION
28
02/           DATE OF BIRTH         FIRST GIVEN NAME      INITIAL   SURNAME
05   DEBTOR/
03/  TRANSFEREE    BUSINESS NAME
06                                                                                              ONTARIO CORPORATION NO.
04/07                   ADDRESS
29   ASSIGNOR
     SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09                      ADDRESS
     COLLATERAL CLASSIFICATION
            CONSUMER                                 MOTOR VEHICLE             DATE OF          NO FIXED
             GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED       AMOUNT   MATURITY  OR   MATURITY DATE
10
              YEAR  MAKE                         MODEL                  V.I.N.
11   MOTOR
12   VEHICLE
13   GENERAL
14   COLLATERAL
15   DESCRIPTION
16   REGISTERING AGENT OR           SISKINDS LLP
17   SECURED PARTY/      ADDRESS    275 DUNDAS STREET, UNIT 1               LONDON                    ON     N6B 3L1
     LIEN CLAIMANT
                                        *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
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CONTINUED...   22

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : AGMEDICA BIOSCIENCE INC.
FILE CURRENCY : 20JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 766597131

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001		6		20201008 1259 1590 3390	P PPSA	2

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
02 DEBTOR
03 NAME BUSINESS NAME 2472602 ONTARIO INC.
ONTARIO CORPORATION NO.
04 ADDRESS 111 HERITAGE ROAD, SUITE 200 CHATHAM ON N7W 5W7
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR
06 NAME BUSINESS NAME AGMEDICA BIOSCIENCE INC.
ONTARIO CORPORATION NO.
07 ADDRESS 111 HERITAGE ROAD, SUITE 200 CHATHAM ON N7W 5W7
08 SECURED PARTY / LIEN CLAIMANT HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.
09 ADDRESS 89 TYCOS DRIVE, SUITE 208 TORONTO ON M6B 1W3

COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL V.I.N.
11 MOTOR
12 VEHICLE
13 GENERAL GENERAL SECURITY AGREEMENT CREATING A SECURITY INTEREST IN ALL
14 COLLATERAL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR LOCATED
15 DESCRIPTION AT, ON, USED IN CONNECTION WITH, RELATING TO OR DERIVED FROM THE
16 REGISTERING AGENT FOGLER, RUBINOFF LLP (205059 JF/LR 566 RIVERVIEW)
17 ADDRESS 77 KING STREET WEST, SUITE 3000 PO BOX 9 TORONTO ON M5K 1G8

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

CONTINUED... 23

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : AGMEDICA BIOSCIENCE INC.
FILE CURRENCY : 20JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 766597131

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		002		6		20201008 1259 1590 3390		

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
02 DEBTOR
03 NAME BUSINESS NAME 2642466 ONTARIO INC.
ONTARIO CORPORATION NO.
04 ADDRESS 111 HERITAGE ROAD, SUITE 200 CHATHAM ON N7W 5W7

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR
06 NAME BUSINESS NAME 8895309 CANADA INC.
ONTARIO CORPORATION NO.
07 ADDRESS 111 HERITAGE ROAD, SUITE 200 CHATHAM ON N7W 5W7

08 SECURED PARTY /
LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL V.I.N.
11 MOTOR
12 VEHICLE

13 GENERAL PROPERTY MUNICIPALLY KNOWN AS PROPERTY MUNICIPALLY KNOWN AS 566
14 COLLATERAL RIVERVIEW DRIVE, CHATHAM, ONTARIO.
15 DESCRIPTION
16 REGISTERING
AGENT
17 ADDRESS

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

CONTINUED... 24

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : AGMEDICA BIOSCIENCE INC.
FILE CURRENCY : 20JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 766597131

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		003		6		20201008 1259 1590 3390		

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
02 DEBTOR
03 NAME BUSINESS NAME WELLWORTH HEALTH CORP
ONTARIO CORPORATION NO.
04 ADDRESS 111 HERITAGE ROAD, SUITE 200 CHATHAM ON N7W 5W7

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR
06 NAME BUSINESS NAME 8050678 CANADA INC.
ONTARIO CORPORATION NO.
07 ADDRESS 111 HERITAGE ROAD, SUITE 200 CHATHAM ON N7W 5W7

08 SECURED PARTY /
LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL V.I.N.
11 MOTOR
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING
AGENT
17 ADDRESS

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

CONTINUED... 25

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : AGMEDICA BIOSCIENCE INC.
FILE CURRENCY : 20JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 766597131

CAUTION FILING | PAGE NO. | OF TOTAL PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD
01 | 004 | 6 | | 20201008 1259 1590 3390 | |

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
02 DEBTOR
03 NAME BUSINESS NAME 8326851 CANADA INC.
ONTARIO CORPORATION NO.
04 ADDRESS 111 HERITAGE ROAD, SUITE 200 CHATHAM ON N7W 5W7

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR
06 NAME BUSINESS NAME TAVIVAT NATURALS INC.
ONTARIO CORPORATION NO.
07 ADDRESS 111 HERITAGE ROAD, SUITE 200 CHATHAM ON N7W 5W7

08 SECURED PARTY /
LIEN CLAIMANT
09 ADDRESS

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

YEAR MAKE MODEL V.I.N.
11 MOTOR
12 VEHICLE

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING
AGENT
17 ADDRESS

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

CONTINUED... 26

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : AGMEDICA BIOSCIENCE INC.
FILE CURRENCY : 20JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 766597131

	CAUTION FILING	PAGE NO.	OF TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		005	6		20201008 1259 1590 3390		

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
02 DEBTOR
03 NAME BUSINESS NAME WORLD WIDE BEVERAGE INNOVATIONS INC.
ONTARIO CORPORATION NO.
04 ADDRESS 111 HERITAGE ROAD, SUITE 200 CHATHAM ON N7W 5W7

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR
06 NAME BUSINESS NAME UNIQUE BEVERAGES (USA) INC.
ONTARIO CORPORATION NO.
07 ADDRESS 111 HERITAGE ROAD, SUITE 200 CHATHAM ON N7W 5W7

08 SECURED PARTY /
LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL V.I.N.
11 MOTOR
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING
AGENT
17 ADDRESS

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

CONTINUED... 27

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TYPE OF SEARCH      : BUSINESS DEBTOR
SEARCH CONDUCTED ON : AGMEDICA BIOSCIENCE INC.
FILE CURRENCY       : 20JUN 2024
     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
         FILE NUMBER
00        766597131
         CAUTION     PAGE      TOTAL           MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
         FILING       NO.  OF  PAGES              SCHEDULE          NUMBER              UNDER         PERIOD
01                    006      6                              20201008 1259 1590 3390
                 DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
02   DEBTOR
03   NAME          BUSINESS NAME    ESEELA INC.
                                                                                              ONTARIO CORPORATION NO.
04                      ADDRESS    111 HERITAGE ROAD, SUITE 200             CHATHAM                     ON     N7W 5W7
                 DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
05   DEBTOR
06   NAME          BUSINESS NAME
                                                                                              ONTARIO CORPORATION NO.
07                      ADDRESS
08   SECURED PARTY /
     LIEN CLAIMANT
09                      ADDRESS
     COLLATERAL CLASSIFICATION
            CONSUMER                                  MOTOR VEHICLE   AMOUNT    DATE OF         NO FIXED
             GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED               MATURITY  OR   MATURITY DATE
10
                 YEAR MAKE                        MODEL                    V.I.N.
11   MOTOR
12   VEHICLE
13   GENERAL
14   COLLATERAL
15   DESCRIPTION
16   REGISTERING
     AGENT
17                      ADDRESS
                                       *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
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TYPE OF SEARCH      : BUSINESS DEBTOR
SEARCH CONDUCTED ON : AGMEDICA BIOSCIENCE INC.
FILE CURRENCY       : 20JUN 2024
     FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT
          CAUTION     PAGE      TOTAL  MOTOR VEHICLE     REGISTRATION        REGISTERED
          FILING       NO.  OF  PAGES     SCHEDULE          NUMBER             UNDER
01                     01       001                  20220928 1452 1590 2046
21   RECORD      FILE NUMBER    766597131
     REFERENCED                                                              RENEWAL    CORRECT
                 PAGE AMENDED   NO SPECIFIC PAGE AMENDED   CHANGE REQUIRED   YEARS      PERIOD
22                                                            B  RENEWAL       2
                                    FIRST GIVEN NAME      INITIAL   SURNAME
23   REFERENCE
24   DEBTOR/       BUSINESS NAME    247602 ONTARIO INC.
     TRANSFEROR
25   OTHER CHANGE
26   REASON/
27   DESCRIPTION
28
02/           DATE OF BIRTH         FIRST GIVEN NAME      INITIAL   SURNAME
05   DEBTOR/
03/  TRANSFEREE    BUSINESS NAME
06                                                                                            ONTARIO CORPORATION NO.
04/07                     ADDRESS
29   ASSIGNOR
     SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09                        ADDRESS
     COLLATERAL CLASSIFICATION
            CONSUMER                                   MOTOR VEHICLE             DATE OF          NO FIXED
             GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED       AMOUNT   MATURITY  OR   MATURITY DATE
10
              YEAR  MAKE                         MODEL                   V.I.N.
11   MOTOR
12   VEHICLE
13   GENERAL
14   COLLATERAL
15   DESCRIPTION
16   REGISTERING AGENT OR           FOGLER, RUBINOFF LLP (JF/LR 193602 HILLM GEN - PPSA RENEWAL 566 RIVER
17   SECURED PARTY/      ADDRESS    77 KING STREET WEST, SUITE 3000 PO BOX 9  TORONTO                    ON     M5K 1G8
     LIEN CLAIMANT
```

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

CONTINUED... 29

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : AGMEDICA BIOSCIENCE INC.
FILE CURRENCY : 20JUN 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001	1		20240617 1918 1902 1309	

21 RECORD REFERENCED FILE NUMBER 766597131

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22			A AMENDMENT		

FIRST GIVEN NAME INITIAL SURNAME
23 REFERENCE
24 DEBTOR/ TRANSFEROR BUSINESS NAME WORLD WIDE BEVERAGE INNOVATIONS INC.
25 OTHER CHANGE
26 REASON/ AMEND DEBTOR FROM WORLD WIDE BEVERAGE INNOVATIONS INC. (111
27 DESCRIPTION HERITAGE ROAD, SUITE 200, CHATHAM, ON, N7W5W7) TO TAVIVA T
28 NATURALS INC. (566 RIVERVIEW DRIVE, UNIT 104, CHATHAM, ON, N7M0N2)
02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME TAVIVA T NATURALS INC.
06 ONTARIO CORPORATION NO.
04/07 ADDRESS 566 RIVERVIEW DRIVE, UNIT 104 CHATHAM ON N7M 0N2
29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL V.I.N.
11 MOTOR
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR FOGLER, RUBINOFF LLP (JF/LR) (243580 - 566 RIVERVIEW POS)
17 SECURED PARTY/ LIEN CLAIMANT ADDRESS 77 KING ST. W. SUITE 3000, PO. BOX 95 TORONTO ON M5K 1G8

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

CONTINUED... 30

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : AGMEDICA BIOSCIENCE INC.
FILE CURRENCY : 20JUN 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING | PAGE NO. OF | TOTAL PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER

01 001 1 20240617 1922 1901 6097

21 RECORD REFERENCED FILE NUMBER 766597131

PAGE AMENDED | NO SPECIFIC PAGE AMENDED | CHANGE REQUIRED | RENEWAL YEARS | CORRECT PERIOD

22 A AMENDMENT

FIRST GIVEN NAME | INITIAL | SURNAME

23 REFERENCE
24 DEBTOR/ TRANSFEROR BUSINESS NAME 8326851 CANADA INC.
25 OTHER CHANGE
26 REASON/ AMEND DEBTOR FROM 8326851 CANADA INC. (111 HERITAGE ROAD, SUITE
27 DESCRIPTION 200, CHATHAM, ON, N7W5W7) TO TAVIVA T NATURALS INC. (566 RIVERVIEW
28 DRIVE, UNIT 104, CHATHAM, ON, N7M0N2)
02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME TAVIVA T NATURALS INC.
06 ONTARIO CORPORATION NO.
04/07 ADDRESS 566 RIVERVIEW DRIVE, UNIT 104 CHATHAM ON N7M 0N2
29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

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

10

YEAR | MAKE | MODEL | V.I.N.

11 MOTOR
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR FOGLER, RUBINOFF LLP (JF/LR) (243580 - 566 RIVERVIEW POS)
17 SECURED PARTY/ LIEN CLAIMANT ADDRESS 77 KING ST. W. SUITE 3000, PO. BOX 95 TORONTO ON M5K 1G8

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

CONTINUED... 31

```
TYPE OF SEARCH      : BUSINESS DEBTOR
SEARCH CONDUCTED ON : AGMEDICA BIOSCIENCE INC.
FILE CURRENCY       : 20JUN 2024
     FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT
          CAUTION     PAGE      TOTAL  MOTOR VEHICLE     REGISTRATION        REGISTERED
          FILING       NO.  OF  PAGES     SCHEDULE          NUMBER              UNDER
01                    001       1                    20240617 1927 1901 6098
21   RECORD      FILE NUMBER    766597131
     REFERENCED                                                              RENEWAL    CORRECT
                 PAGE AMENDED   NO SPECIFIC PAGE AMENDED   CHANGE REQUIRED   YEARS      PERIOD
22                                                          A  AMENDMENT
                                    FIRST GIVEN NAME      INITIAL   SURNAME
23   REFERENCE
24   DEBTOR/       BUSINESS NAME    8895309 CANADA INC.
     TRANSFEROR
25   OTHER CHANGE
26   REASON/       AMEND DEBTOR FROM 8895309 CANADA INC. (111 HERITAGE ROAD, SUITE
27   DESCRIPTION   200, CHATHAM, ON, N7W5W7) TO TAVIVA T NATURALS INC. (566 RIVERVIEW
28                 DRIVE, UNIT 104, CHATHAM, ON, N7M0N2)
02/           DATE OF BIRTH         FIRST GIVEN NAME      INITIAL   SURNAME
05   DEBTOR/
03/  TRANSFEREE    BUSINESS NAME    TAVIVA T NATURALS INC.
06                                                                                  ONTARIO CORPORATION NO.
04/07                    ADDRESS    566 RIVERVIEW DRIVE, UNIT 104            CHATHAM                    ON     N7M 0N2
29   ASSIGNOR
     SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09                       ADDRESS
     COLLATERAL CLASSIFICATION
            CONSUMER                                  MOTOR VEHICLE             DATE OF         NO FIXED
             GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED       AMOUNT   MATURITY  OR   MATURITY DATE
10
              YEAR  MAKE                         MODEL                     V.I.N.
11   MOTOR
12   VEHICLE
13   GENERAL
14   COLLATERAL
15   DESCRIPTION
16   REGISTERING AGENT OR           FOGLER, RUBINOFF LLP (JF/LR) (243580 - 566 RIVERVIEW POS)
17   SECURED PARTY/      ADDRESS    77 KING ST. W. SUITE 3000, PO. BOX 95     TORONTO                    ON     M5K 1G8
     LIEN CLAIMANT
                                        *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
```

CONTINUED... 32

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : AGMEDICA BIOSCIENCE INC.
FILE CURRENCY : 20JUN 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001	1		20240617 1930 1902 1311	

21 RECORD REFERENCED FILE NUMBER 766597131

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22			A AMENDMENT		

FIRST GIVEN NAME INITIAL SURNAME
23 REFERENCE
24 DEBTOR/ TRANSFEROR BUSINESS NAME ESEELA INC.
25 OTHER CHANGE
26 REASON/ AMEND DEBTOR FROM ESEELA INC. (111 HERITAGE ROAD, SUITE 200,
27 DESCRIPTION CHATHAM, ON, N7W5W7) TO 5047346 ONTARIO INC. (566 RIVERVIEW DRIVE,
28 UNUT 104, CHATHAM, ON, N7M0N2)
02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME 5047346 ONTARIO INC.
06 ONTARIO CORPORATION NO.
04/07 ADDRESS 566 RIVERVIEW DRIVE, UNUT 104 CHATHAM ON N7M 0N2
29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS
COLLATERAL CLASSIFICATION

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

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR				
12 VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR FOGLER, RUBINOFF LLP (JF/LR) (243580 - 566 RIVERVIEW POS)
17 SECURED PARTY/ LIEN CLAIMANT ADDRESS 77 KING ST. W. SUITE 3000, PO. BOX 95 TORONTO ON M5K 1G8

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

CONTINUED... 33

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : AGMEDICA BIOSCIENCE INC.
FILE CURRENCY : 20JUN 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001	1		20240617 1933 1902 1312	

21 RECORD REFERENCED FILE NUMBER 766597131

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22			A AMENDMENT		

FIRST GIVEN NAME INITIAL SURNAME
23 REFERENCE
24 DEBTOR/ TRANSFEROR BUSINESS NAME 2642466 ONTARIO INC.
25 OTHER CHANGE
26 REASON/ AMEND DEBTOR FROM 2642466 ONTARIO INC. (111 HERITAGE ROAD, SUITE
27 DESCRIPTION 200, CHATHAM, ON, N7W5W7) TO 5047346 ONTARIO INC. (566 RIVERVIEW
28 DRIVE, UNIT 104, CHATHAM, ON, N7M0N2)
02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME 5047346 ONTARIO INC.
06 ONTARIO CORPORATION NO.
04/07 ADDRESS 566 RIVERVIEW DRIVE, UNIT 104 CHATHAM ON N7M 0N2
29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL V.I.N.
11 MOTOR
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR FOGLER, RUBINOFF LLP (JF/LR) (243580 - 566 RIVERVIEW POS)
17 SECURED PARTY/ LIEN CLAIMANT ADDRESS 77 KING ST. W. SUITE 3000, PO. BOX 95 TORONTO ON M5K 1G8

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

CONTINUED... 34

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : AGMEDICA BIOSCIENCE INC.
FILE CURRENCY : 20JUN 2024

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    FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT
         CAUTION     PAGE      TOTAL  MOTOR VEHICLE     REGISTRATION        REGISTERED
         FILING       NO.  OF  PAGES     SCHEDULE          NUMBER              UNDER
01                   001       1                   20240617 1944 1902 1313
21  RECORD      FILE NUMBER    766597131
    REFERENCED                                                          RENEWAL    CORRECT
                PAGE AMENDED   NO SPECIFIC PAGE AMENDED   CHANGE REQUIRED   YEARS      PERIOD
22                                                         A  AMENDMENT
                               FIRST GIVEN NAME      INITIAL   SURNAME
23  REFERENCE
24  DEBTOR/        BUSINESS NAME    2472602 ONTARIO INC.
    TRANSFEROR
25  OTHER CHANGE
26  REASON/        AMEND DEBTOR FROM 2472602 ONTARIO INC. (111 HERITAGE ROAD, SUIITE
27  DESCRIPTION    200, CHATHAM, ON, N7W5W7) TO 5047346 ONTARIO INC. (566 RIVERVIEW
28                 DRIVE, UNIT 104, CHATHAM, ON, N7M0N2)
02/          DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
05  DEBTOR/
03/ TRANSFEREE     BUSINESS NAME    5047346 ONTARIO INC.
06                                                                                  ONTARIO CORPORATION NO.
04/07                   ADDRESS    566 RIVERVIEW DRIVE, UNIT 104            CHATHAM                    ON     N7M 0N2
29  ASSIGNOR
    SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09                      ADDRESS
    COLLATERAL CLASSIFICATION
           CONSUMER                                   MOTOR VEHICLE             DATE OF          NO FIXED
             GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED       AMOUNT   MATURITY  OR   MATURITY DATE
10
             YEAR  MAKE                        MODEL                    V.I.N.
11  MOTOR
12  VEHICLE
13  GENERAL
14  COLLATERAL
15  DESCRIPTION
16  REGISTERING AGENT OR           FOGLER, RUBINOFF LLP (JF/LR) (243580 - 566 RIVERVIEW POS)
17  SECURED PARTY/      ADDRESS    77 KING ST. W. SUITE 3000, PO. BOX 95     TORONTO                   ON     M5K 1G8
    LIEN CLAIMANT
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*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 35

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TYPE OF SEARCH      : BUSINESS DEBTOR
SEARCH CONDUCTED ON : AGMEDICA BIOSCIENCE INC.
FILE CURRENCY       : 20JUN 2024
     FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT
          CAUTION     PAGE      TOTAL  MOTOR VEHICLE     REGISTRATION        REGISTERED
          FILING       NO.  OF  PAGES     SCHEDULE          NUMBER             UNDER
01                    001       1                    20240619 0858 1901 6815
21   RECORD      FILE NUMBER    766597131
     REFERENCED                                                              RENEWAL    CORRECT
                 PAGE AMENDED   NO SPECIFIC PAGE AMENDED   CHANGE REQUIRED   YEARS      PERIOD
22                                                          B  RENEWAL        02
                                     FIRST GIVEN NAME      INITIAL   SURNAME
23   REFERENCE
24   DEBTOR/       BUSINESS NAME    5047346 ONTARIO INC.
     TRANSFEROR
25   OTHER CHANGE
26   REASON/
27   DESCRIPTION
28
02/           DATE OF BIRTH         FIRST GIVEN NAME      INITIAL   SURNAME
05   DEBTOR/
03/  TRANSFEREE    BUSINESS NAME
06                                                                                          ONTARIO CORPORATION NO.
04/07                   ADDRESS
29   ASSIGNOR
     SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09                      ADDRESS
     COLLATERAL CLASSIFICATION
            CONSUMER                                MOTOR VEHICLE              DATE OF          NO FIXED
             GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED       AMOUNT   MATURITY  OR   MATURITY DATE
10
               YEAR  MAKE                         MODEL                    V.I.N.
11   MOTOR
12   VEHICLE
13   GENERAL
14   COLLATERAL
15   DESCRIPTION
16   REGISTERING AGENT OR           FOGLER, RUBINOFF LLP (JF/LR) (243580 - POS 566 RIVERVIEW)
17   SECURED PARTY/      ADDRESS    77 KING ST. W. SUITE 3000, PO. BOX 95     TORONTO                    ON     M5K 1G8
     LIEN CLAIMANT
                                       *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
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CONTINUED...   36

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TYPE OF SEARCH      : BUSINESS DEBTOR
SEARCH CONDUCTED ON : AGMEDICA BIOSCIENCE INC.
FILE CURRENCY       : 20JUN 2024
     FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT
          CAUTION     PAGE      TOTAL  MOTOR VEHICLE     REGISTRATION        REGISTERED
          FILING       NO.  OF  PAGES     SCHEDULE          NUMBER             UNDER
01                     001      4                     20240620 1409 1902 2711
21   RECORD      FILE NUMBER    766597131
     REFERENCED                                                              RENEWAL    CORRECT
                PAGE AMENDED   NO SPECIFIC PAGE AMENDED   CHANGE REQUIRED   YEARS      PERIOD
22                                                          A  AMENDMENT
                                      FIRST GIVEN NAME      INITIAL   SURNAME
23   REFERENCE
24   DEBTOR/       BUSINESS NAME    5047346 ONTARIO INC.
     TRANSFEROR
25   OTHER CHANGE
26   REASON/       AMEND GENERAL COLLATERAL FROM? GENERAL SECURITY AGREEMENT CREATING A
27   DESCRIPTION   SECURITY INTEREST IN ALL PRESENT AND AFTER ACQUIRED PERSONAL
28                 PROPERTY OF THE DEBTOR LOCATED AT, ON, USED IN CONNECTION WITH,
02/           DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
05   DEBTOR/
03/  TRANSFEREE    BUSINESS NAME
06                                                                                             ONTARIO CORPORATION NO.
04/07                   ADDRESS
29   ASSIGNOR
     SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08                                    TAVITA T NATURALS INC.
09                      ADDRESS    566 RIVERVIEW DRIVE, UNIT 104           CHATHAM                    ON     N7M 0N2
     COLLATERAL CLASSIFICATION
            CONSUMER                                 MOTOR VEHICLE             DATE OF          NO FIXED
              GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED       AMOUNT   MATURITY  OR   MATURITY DATE
10
               YEAR  MAKE                          MODEL                   V.I.N.
11   MOTOR
12   VEHICLE
13   GENERAL          DELETE THE FOLLOWING?  GENERAL SECURITY AGREEMENT CREATING A
14   COLLATERAL       SECURITY INTEREST IN ALL PRESENT AND AFTER ACQUIRED PERSONAL
15   DESCRIPTION      PROPERTY OF THE DEBTOR LOCATED AT, ON, USED IN CONNECTION WITH,
16   REGISTERING AGENT OR          FOGLER, RUBINOFF LLP (JF/LR)
17   SECURED PARTY/      ADDRESS    77 KING ST. W. SUITE 3000, PO. BOX 95     TORONTO                    ON     M5K 1G8
     LIEN CLAIMANT
```

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

CONTINUED... 37

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : AGMEDICA BIOSCIENCE INC.
FILE CURRENCY : 20JUN 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		002		4		20240620 1409 1902 2711	

21 RECORD REFERENCED FILE NUMBER 766597131

PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED RENEWAL YEARS CORRECT PERIOD
22

FIRST GIVEN NAME INITIAL SURNAME
23 REFERENCE
24 DEBTOR/ TRANSFEROR BUSINESS NAME
25 OTHER CHANGE
26 REASON/ RELATING TO OR DERIVED FROM THE PROPERTY MUNICIPALLY KNOWN AS
27 DESCRIPTION PROPERTY MUNICIPALLY KNOWN AS 566 RIVERVIEW DRIVE, CHATHAM,
28 ONTARIO. TO? DELETE THE FOLLOWING? GENERAL SECURITY AGREEMENT
02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS
29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL V.I.N.
11 MOTOR
12 VEHICLE
13 GENERAL RELATING TO OR DERIVED FROM THE PROPERTY MUNICIPALLY KNOWN AS
14 COLLATERAL PROPERTY MUNICIPALLY KNOWN AS 566 RIVERVIEW DRIVE, CHATHAM,
15 DESCRIPTION ONTARIO.
16 REGISTERING AGENT OR
17 SECURED PARTY/ ADDRESS
LIEN CLAIMANT

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

CONTINUED... 38

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : AGMEDICA BIOSCIENCE INC.
FILE CURRENCY : 20JUN 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		003		4		20240620 1409 1902 2711	

21 RECORD REFERENCED FILE NUMBER 766597131

PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED RENEWAL YEARS CORRECT PERIOD
22

FIRST GIVEN NAME INITIAL SURNAME
23 REFERENCE
24 DEBTOR/ TRANSFEROR BUSINESS NAME
25 OTHER CHANGE
26 REASON/ CREATING A SECURITY INTEREST IN ALL PRESENT AND AFTER ACQUIRED
27 DESCRIPTION PERSONAL PROPERTY OF THE DEBTOR LOCATED AT, ON, USED IN CONNECTION
28 WITH, RELATING TO OR DERIVED FROM THE PROPERTY MUNICIPALLY KNOWN AS
02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS
29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

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

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR				
12 VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR
17 SECURED PARTY/ LIEN CLAIMANT ADDRESS

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

CONTINUED... 39

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : AGMEDICA BIOSCIENCE INC.
FILE CURRENCY : 20JUN 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING | PAGE NO. OF | TOTAL PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER

01 004 4 20240620 1409 1902 2711

21 RECORD REFERENCED FILE NUMBER 766597131

PAGE AMENDED | NO SPECIFIC PAGE AMENDED | CHANGE REQUIRED | RENEWAL YEARS | CORRECT PERIOD

22

FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE
24 DEBTOR/ BUSINESS NAME
TRANSFEROR
25 OTHER CHANGE
26 REASON/ PROPERTY MUNICIPALLY KNOWN AS 566 RIVERVIEW DRIVE, CHATHAM,
27 DESCRIPTION ONTARIO. ADD SECURED PARTY TAVITA T NATURALS INC. (566 RIVERVIEW
28 DRIVE, UNIT 104, CHATHAM, ON, N7M 0N2)
02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS
29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

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

10

YEAR MAKE MODEL V.I.N.

11 MOTOR
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR
17 SECURED PARTY/ ADDRESS
LIEN CLAIMANT

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

CONTINUED... 40

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : AGMEDICA BIOSCIENCE INC.
FILE CURRENCY : 20JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 761735349

	CAUTION FILING	PAGE NO.	OF TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001	003		20200505 1323 1862 3613	P PPSA	6

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
02 DEBTOR
03 NAME BUSINESS NAME AGMEDICA BIOSCIENCE INC.
ONTARIO CORPORATION NO.
04 ADDRESS 566 RIVERVIEW DRIVE CHATHAM ON N7M 0N2

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

08 SECURED PARTY / PRAXAIR CANADA INC.
LIEN CLAIMANT
09 ADDRESS 1 CITY CENTRE DRIVE MISSISSAUGA ON L5B 1M2

COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL V.I.N.
11 MOTOR
12 VEHICLE

13 GENERAL EQUIPMENT SUPPLIED BY THE SECURED PARTY, CONSISTING OF BULK CRYOGENIC
14 COLLATERAL STORAGE TANKS USED FOR THE STORAGE, FILLING AND DELIVERY OF
15 DESCRIPTION INDUSTRIAL AND MEDICAL GASES INCLUDING, WITHOUT LIMITATION, ARGON,

16 REGISTERING CYBERBAHN
AGENT
17 ADDRESS 4610-199 BAY STREET TORONTO ON M5L 1E9

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

CONTINUED... 41

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : AGMEDICA BIOSCIENCE INC.
FILE CURRENCY : 20JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 761735349

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		002		003		20200505 1323 1862 3613		

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
02 DEBTOR
03 NAME BUSINESS NAME
ONTARIO CORPORATION NO.
04 ADDRESS
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR
06 NAME BUSINESS NAME
ONTARIO CORPORATION NO.
07 ADDRESS
08 SECURED PARTY /
LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL V.I.N.
11 MOTOR
12 VEHICLE
13 GENERAL HYDROGEN, CARBON DIOXIDE, NITROGEN, NITROUS OXIDE AND OXYGEN, AND
14 COLLATERAL CRYOGENIC FREEZERS, TOGETHER WITH ALL RELATED ACCESSORIES, PARTS,
15 DESCRIPTION COMPONENTS AND ATTACHMENTS AND ALL PROCEEDS OF OR RELATING TO ANY OF
16 REGISTERING
AGENT
17 ADDRESS

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

CONTINUED... 42

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : AGMEDICA BIOSCIENCE INC.
FILE CURRENCY : 20JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 761735349

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		003		003		20200505 1323 1862 3613		

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
02 DEBTOR
03 NAME BUSINESS NAME
ONTARIO CORPORATION NO.
04 ADDRESS

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

08 SECURED PARTY /
LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL V.I.N.
11 MOTOR
12 VEHICLE

13 GENERAL THE FOREGOING AS WELL AS ALL PRESENT OR AFTER-ACQUIRED PROPERTY THAT
14 COLLATERAL MAY BE DERIVED FROM THE SALE OR OTHER DISPOSITION OF THE COLLATERAL
15 DESCRIPTION DESCRIBED HEREIN.

16 REGISTERING
AGENT
17 ADDRESS

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

CONTINUED... 43

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : AGMEDICA BIOSCIENCE INC.
FILE CURRENCY : 20JUN 2024

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
798316488	20231023 1451 1901 4072			
797556816	20230927 1034 1902 5415			
795167001	20230711 1718 1793 3466			
786304008	20220831 1313 1031 3358	20230530 1054 1031 8759	20240104 0858 1031 3659	
774910818	20210729 1248 1590 8795	20230707 1450 1590 1133		
766597131	20201008 1259 1590 3390	20220928 1452 1590 2046	20240617 1918 1902 1309	20240617 1922 1901 6097
	20240617 1927 1901 6098	20240617 1930 1902 1311	20240617 1933 1902 1312	20240617 1944 1902 1313
	20240619 0858 1901 6815	20240620 1409 1902 2711		
761735349	20200505 1323 1862 3613			

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

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM (ONTARIO) ENQUIRY RESULTS

A Service Provider under Contract with the Ministry of Government Services

Prepared for :	Thornton Grout Finnigan LLP
Reference :	Hillmount re Atlas Global
Docket :	1819-004
Search ID :	978851
Date Processed :	21 Jun 2024
Report Type :	PPSA Electronic Response
Search Conducted on :	TAVIVAT NATURALS INC.
Search Type :	Business Debtor

THIS SEARCH DOES NOT CONSTITUTE A CERTIFICATE PURSUANT TO SECTIONS 43 AND 44 OF THE PPSA. A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TAVIVAT NATURALS INC.
FILE CURRENCY : 20JUN 2024

ENQUIRY NUMBER 20240621123247.71 CONTAINS 24 PAGE(S), 2 FAMILY(IES).

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

THORNTON GROUT FINNIGAN LLP
SUIT NO: 3200 100 WELLINGTON STREET WEST
TORONTO ON M5K 1K7

CONTINUED... 2

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TYPE OF SEARCH      : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TAVIVAT NATURALS INC.
FILE CURRENCY       : 20JUN 2024
     FORM 1C   FINANCING STATEMENT / CLAIM FOR LIEN
         FILE NUMBER
00        774910845
         CAUTION     PAGE     TOTAL          MOTOR VEHICLE     REGISTRATION        REGISTERED   REGISTRATION
         FILING       NO.  OF  PAGES            SCHEDULE          NUMBER              UNDER        PERIOD
01                    001      3                           20210729 1249 1590 8796    P  PPSA        2
               DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
02   DEBTOR
03   NAME          BUSINESS NAME    5047346 ONTARIO INC.
                                                                                  ONTARIO CORPORATION NO.
04                       ADDRESS    566 RIVERVIEW DRIVE, UNIT 104            CHATHAM                   ON     N7M 0N2
               DATE OF BIRTH        FIRST GIVEN NAME      INITIAL   SURNAME
05   DEBTOR
06   NAME          BUSINESS NAME    TAVIVAT NATURALS INC.
                                                                                  ONTARIO CORPORATION NO.
07                       ADDRESS    566 RIVERVIEW DRIVE, UNIT 104            CHATHAM                   ON     N7M 0N2
08   SECURED PARTY /                2596690 ONTARIO INC.
     LIEN CLAIMANT
09                       ADDRESS    136 ST. CLAIR STREET                     CHATHAM                   ON     N7L 3J3
     COLLATERAL CLASSIFICATION
            CONSUMER                                MOTOR VEHICLE   AMOUNT    DATE OF          NO FIXED
             GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER   INCLUDED                MATURITY  OR   MATURITY DATE
10                       X         X         X      X
               YEAR MAKE                       MODEL                    V.I.N.
11   MOTOR
12   VEHICLE
13   GENERAL          SECURITY GRANTED PURSUANT TO A GENERAL SECURITY AGREEMENT BETWEEN
14   COLLATERAL       5047346 ONTARIO INC., TAVIVAT NATURALS INC., WELLWORTH HEALTH CORP.,
15   DESCRIPTION      8050678 CANADA INC. AND UNIQUE BEVERAGES (USA) INC., AS DEBTORS, AND
16   REGISTERING                    GOWLING WLG (CANADA) LLP (JOHNB)
     AGENT
17                       ADDRESS    1020-50 QUEEN ST. N., P.O. BOX 2248      KITCHENER                 ON     N2H 6M2
                                       *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
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CONTINUED... 3

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TAVIVAT NATURALS INC.
FILE CURRENCY : 20JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 774910845

	CAUTION FILING	PAGE NO.	OF TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		002	3		20210729 1249 1590 8796		

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
02 DEBTOR
03 NAME BUSINESS NAME WELLWORTH HEALTH CORP.
ONTARIO CORPORATION NO.
04 ADDRESS 566 RIVERVIEW DRIVE, UNIT 104 CHATHAM ON N7M 0N2

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR
06 NAME BUSINESS NAME 8050678 CANADA INC.
ONTARIO CORPORATION NO.
07 ADDRESS 566 RIVERVIEW DRIVE, UNIT 104 CHATHAM ON N7M 0N2

08 SECURED PARTY /
LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL V.I.N.
11 MOTOR
12 VEHICLE

13 GENERAL 2596690 ONTARIO INC., AS SECURED PARTY, AS AMENDED FROM TIME TO TIME
14 COLLATERAL AND INCLUDING ANY ANNEX, SUPPLEMENT OR SCHEDULE THERETO.
15 DESCRIPTION
16 REGISTERING
AGENT
17 ADDRESS

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

CONTINUED... 4

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TAVIVAT NATURALS INC.
FILE CURRENCY : 20JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 774910845

	CAUTION FILING	PAGE NO.	OF TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		003	3		20210729 1249 1590 8796		

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
02 DEBTOR
03 NAME BUSINESS NAME UNIQUE BEVERAGES (USA) INC.
ONTARIO CORPORATION NO.
04 ADDRESS 160 GREENTREE DRIVE, SUITE 101 DOVER DE 19904

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

08 SECURED PARTY /
LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL V.I.N.
11 MOTOR
12 VEHICLE

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING
AGENT
17 ADDRESS

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

CONTINUED... 5