This is the first affidavit
of M. Wu in this case and
was made on 13/JAN/2026

NO. _____
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE RECEIVERSHIP OF
COLUMBIA NATIONAL STEEL PRODUCTS INC., and WESTUD STEEL PRODUCTS LTD.

BETWEEN:

BANK OF MONTREAL

PETITIONER

AND:

COLUMBIA NATIONAL STEEL PRODUCTS INC., and WESTUD STEEL PRODUCTS LTD.

RESPONDENTS

AFFIDAVIT

I, **MIN-HAU WU,** Account Manager, at the Bank of Montreal, at 2300 – 595 Burrard Street, Vancouver, British Columbia, V7X 1L7, SWEAR THAT:

1. I am an Account Manager in the Special Loans and Advisory Services group of Bank of Montreal ("**BMO**"), and as such have personal knowledge of the facts and matters hereinafter deposed to save and except where stated to be based on information and belief and where so stated, I verily believe the same to be true.

2. I am authorized to make this affidavit on behalf of RBC.

3. I swear this affidavit in support of BMO's Petition to Court dated January 13, 2026 (the "**Petition**") for an order appointing Deloitte Restructuring Inc. ("**Deloitte**") as receiver over the assets, undertakings, and property of the Respondents, Columbia National Steel Products Inc. ("**Columbia**") and Westud Steel Products Ltd. ("**Westud**" and together with Columbia, the "**Debtors**").

4. Capitalized terms used herein have the meaning ascribed to the Petition, unless otherwise defined herein.

Background

5. To the best of my knowledge:

   (a) Columbia and Westud both carry on business as manufacturers of steel products. The Debtors both operate their business out of the same premises located at 13050 88th Avenue, Surrey, British Columbia (the "**Premises**");

   (b) The Premises are leased by Lifetec Construction Group ("**Lifetec**") and Lifetec sub-leases the Premises to the Debtors. Lifetec is also a subsidiary of the Mann Group; and

   (c) BMO understands that other entities, which are not loan parties but which are likely affiliated with the Mann Group, also operate from the Premises.

6. BMO has provided various loan facilities to the Debtors since 2023.

Columbia Loan Documents

7. Pursuant to letter of agreement dated February 23, 2023 (the "**Columbia Credit Agreement**"), among Columbia Steel, as borrower, BMO, as lender, and others, Columbia Steel borrowed money from the Plaintiff, which it agreed to repay to the Plaintiff with interest.

8. Now shown to me and attached hereto as **Exhibit "A"** is a copy of the Columbia Credit Agreement.

9. Now shown to me and attached hereto as **Exhibit "B"** is a copy of the Master Lease Agreement referred to in the Petition.

10. Now shown to me and attached hereto collectively as **Exhibit "C"** are copies of the Leases referred to in the Petition.

11. Columbia was indebted to BMO in the amount of $4,157,786.88 as at September 4, 2025 under the Columbia Credit Facilities.

Westud Loan Documents

12. Pursuant to a letter of agreement dated February 23, 2023, among Westud, as borrower, BMO, as lender, and others (the "**Westud Credit Agreement**", together with the Columbia Credit Agreement, the "**Credit Agreements**"), Westud borrowed money from the Plaintiff, which it agreed to repay to the Plaintiff with interest.

13. Now shown to me and attached hereto as **Exhibit "D"** is a copy of Westud Credit Agreement.

14. Now shown to me and attached hereto as **Exhibit "E"** is a copy of the Equipment Agreement referred to in the Petition.

15. Westud was indebted to BMO in the amount of $1,773,427.64 as at November 10, 2025 under the Westud Credit Agreements.

Security

16. Now shown to me and attached hereto as **Exhibit "F"** is a copy of the Columbia GSA referred to in the Petition.

17. Now shown to me and attached hereto as **Exhibit "G"** is a copy of the Westud GSA referred to in the Petition.

Financial Issues and Need for Receivership

18. In mid-2025, Columbia defaulted on loan payments due and owing to BMO pursuant to the Columbia Credit Agreement, including lease payments due and owing under the Master Lease Agreement.

19. Shortly thereafter, Westud defaulted on loan payments due and owing to BMO pursuant to the Westud Credit Agreement, including installment payments due and owing under the Equipment Agreement.

20. I have had multiple discussions with the Debtors regarding the foregoing defaults, and provided the Debtors with numerous opportunities to repay arrears. However the Debtors failed to repay arrears and remained in default of the Credit Agreements.

21. As a result, on September 16, 2025, BMO issued demand for payment on Columbia.

22. Further, on November 10, 2025, BMO issued demand for payment on Westud.

23. The Debtors have failed to repay the Indebtedness (as defined in the Petition) in response to the foregoing demands, and the Indebtedness remains due and owing to BMO, plus interest and costs which continue to accrue.

24. To the best of BMO's knowledge, the primary collateral of the Debtors is:

    (a) the Equipment financed by BMO under the Master Lease Agreement and the Equipment Agreement;

    (b) inventory of the Debtors, which based on BMO's investigations to date may be comingled with other assets at the Premises; and

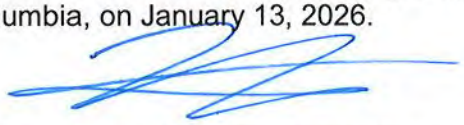
(c) accounts receivable, if any.

25. I am concerned that other than the foregoing property (which may be insufficient to repay the Debtors' indebtedness to BMO) the Debtors will have limited or no assets. If that is the case, BMO is potentially facing a shortfall.

26. BMO has lost confidence in the Debtors' ability or willingness to repay the Indebtedness without enforcement steps being taken by BMO. In my view, the appointment of a receiver is necessary to preserve the Property and effect repayment of the Indebtedness.

27. I understand that Deloitte is a licensed trustee, as defined in the *Bankruptcy and Insolvency Act,* R.S.C., 1985, c. B-3. Deloitte has consented to act as receiver if appointed by this Court.

SWORN before me in Vancouver, British Columbia, on January 13, 2026.



A Commissioner for Taking Affidavits for British Columbia



MIN-HAU WU

NICHOLAS TSANG
Barrister & Solicitor
DENTONS CANADA LLP
20th Floor, 250 Howe Street
Vancouver, B.C. V6C 3R8
Telephone (604) 687-4460

This is **Exhibit "A"** referred to in the affidavit of Min-Hau Wu sworn before me at **Vancouver, BC** this 13th day of January, 2026.



A Commissioner for taking Affidavits
For **British Columbia**



Company Legal Name: COLUMBIA NATIONAL STEEL PRODUCTS INC.

Document Name: LF984 - Letter of Agreement

Customer Tracking ID: 828025624181700

Application ID: 200349241

ATTENTION:

Please do not remove or discard this sheet and ensure that it is returned with the attached document(s).

Letter of Agreement

BMO Bank of Montreal

595 BURRARD STREET,
VANCOUVER, B.C. V7X 1L7

February 23, 2023

COLUMBIA NATIONAL STEEL PRODUCTS INC.
13050 88 AVE,
SURREY, BRITISH COLUMBIA V3W 3K3

Attention: Ranbir Johal

LETTER OF AGREEMENT

Bank of Montreal (together with BMO Harris Bank N.A. and Bank of Montreal's other affiliates and their respective successors who are owed any present or future debts, liabilities or obligations by the Borrower, collectively "**BMO**") is pleased to advise that it has authorized the following new credit Facilities for **COLUMBIA NATIONAL STEEL PRODUCTS INC.** (each, a "**Facility**" and collectively, the "**Facilities**") on the terms and conditions outlined in this Letter of Agreement. The Schedules listed below and attached form part of this Letter of Agreement. Capitalised terms used but not defined have the meanings ascribed to them in Schedule E.

Notwithstanding any other provision of this Letter of Agreement or in any applicable agreements:

1. the Facilities are uncommitted and any Advance under any Facility will be made at BMO's sole discretion. Any unutilized portion of any Facility may be cancelled by BMO at any time without prior notice; and
2. each Facility and all other amounts owing under or in connection with this Letter of Agreement are repayable on demand.

Borrower:	COLUMBIA NATIONAL STEEL PRODUCTS INC.
	(the "Borrower")
Guarantor:	RANBIR JOHAL
	(the "Guarantor")
Total Facility Limit:	The total approved amount of all facilities shall not exceed $4,850,000.00 at any time.

Your Product Summary

Facility/ Facilities:

Facility No#	Product Type	Authorized Amount	Currency
1	Revolving Facility - Shared limit/Multi-product/Multi-draw	$2,250,000.00	CAD
2	Non-Revolving Facility - Shared limit/Multi-product/Multi-draw	$2,000,000.00	CAD
3	Treasury Risk Facility	$500,000.00	CAD
4	BMO Corporate MasterCard	$100,000.00	CAD

Your Product Details

Revolving Facility - Shared limit/Multi-product/Multi-draw

Facility # 1 - New	
Facility Authorization:	$2,250,000.00 CAD
Current Advanced Amount:	$0.00 CAD
Available Amount:	$2,250,000.00 CAD (Availability subject to the acceptance of Letter of Agreement and satisfaction of all Security, Conditions Precedent and Drawdown Controls)
Type of Loan:	Operating Facility
Purpose:	For general operating requirements
Advance Options(each a "Loan" and collectively the "Loans")	**Additional Details**
Letters of Credit/ Guarantee	**Interest Rate:** Draws will bear interest equal to the Prime Rate plus 0.50%, until actual payment in full. **Repayment Terms:** To be reduced and/or cancelled in normal course. **Maximum Term:** 12 months from date of issue. Renewals as required. **Drawdown Conditions:** The Borrower may request the issuance of Letters of Credit, in a form reasonably acceptable to BMO, at any time and from time to time. Each Letter of Credit shall expire at or prior to the close of business on the date that is one year after the date of the issuance of such a Letter

Your Product Summary

	of Credit. **Commissions and Fees:** Advised based on specifics of request and Trade Finance client fee schedule. **Terms & Conditions:** Per Indemnity Agreement.
Operating Demand Loan	**Interest Rate:** Prime Rate OR US Base Rate plus 0.50% per annum. Interest is calculated monthly in arrears, and payable on the last day of each month. As of February 23, 2023, the Prime Rate in effect is 6.70% and the US Base Rate in effect is 8.25%. **Facility Fee:** $250 per month. This is the fee for the loan and does not include other account fees. Refer to our Better Banking Guide for other applicable fees. **Repayment Terms:** Repayable upon demand. **Other Costs:** BMO is not obliged to permit the Loan to exceed the Cap amount. If the Loans exceed the Cap amount, the excess will bear interest at the Overdraft Rate, which is currently 21% per annum. BMO shall also be entitled to charge the Borrower a fee of 1% calculated on the amount of excess over the Cap amount or $100, whichever is greater and a $5 overdraft handling charge per item that creates or increases the excess.

The aggregate of all outstanding Advances under this Facility shall at no time exceed the Facility Authorization for this Facility.

Each Advance under this Facility shall be a separate Loan.

The Borrower shall give to BMO 5 Business Days notice with respect to any request for a Loan under this Facility or request to change the Cap amount of an Operating Demand Loan under this Facility.

Non-Revolving Facility - Shared limit/Multi-product/Multi-draw

Facility # 2 - New	
Facility Authorization:	$2,000,000.00 CAD
Current Advanced Amount:	$0.00 CAD

Your Product Summary

Available Amount:	$2,000,000.00 CAD (Availability subject to the acceptance of Letter of Agreement and satisfaction of all Security, Conditions Precedent and Drawdown Controls)
Type of Loan:	Re-Advanceable Master Equipment Line ("MEL")
Purpose:	To re-finance the Term Loan at National Bank and for future Equipment Financing requirements
Maximum Amortization:	84 months
Buyout Option:	$1 buyout at end of term
Term:	1-7 years
Fees:	$500 per lease schedule
Interim Funding Agreement:	Interim funding Agreement to be implemented to offer progress draws during the procurement and installation period of new equipment. Prime Rate plus 1% (interest only) during period of interim funding agreement. Interim Funding Agreement Option: • BMO Interim Funding Agreement provides a bridge financing solution to facilitate down payments and progress payments during the asset acquisition process. • BMO Equipment Leasing coordinates all supplier invoicing and payments. • The 120 days Interim Financing period, can be extended subject to credit approval • The interest only period not included in amortization, and amortization to start for loan after the interest only period ends

Advance Options(each a "Loan" and collectively the "Loans")	**Additional Details**
Demand Loan Non Revolving	**Interest Rate:** Prime Rate plus 1.00% per annum. Interest is calculated monthly in arrears, and payable monthly. The Prime Rate in effect as of February 23, 2023 is 6.70%. **Repayment Terms:** Repayable on demand, provided that until demand is made by BMO: Blended monthly payments comprising principal and interest to be paid in arrears, on the last day of each month. The amount of the payment will be initially determined based on the Loan amount, amortization and the interest rate in effect at the time of the Advance. Subject to review at BMO's sole discretion. OR Equal monthly principal payments and monthly interest, to be collected separately on the last day of each month. The amount of the payments will be determined based on the Loan amount, amortization

Your Product Summary

	and the interest rate in effect at the time of the Advance, as applicable. Prepayments of principal in whole or in part are permitted, without penalty
Fixed Rate Term Loan	**Type of Loan:** Closed Term Loan **Interest Rate:** To be determined at time of Advance. Notwithstanding the foregoing and unless otherwise prohibited by law, if the Loan is not paid in full with interest at the Maturity Date, the Loan shall bear interest at a rate per annum equal to the sum of 3% plus the Prime Rate, determined and accrued daily and compounded monthly, not in Advance, on the outstanding balance, from the Maturity Date and both before and after demand and both before and after judgment until actual payment in full. **Repayment Terms:** On demand by BMO, provided that until BMO makes demand: Equal monthly principal payments and monthly interest, to be collected separately on the last day of each month. The amount of the payments will be determined based on the Loan amount, payment frequency, amortization, and term. OR Blended monthly payments comprising principal and interest to be paid monthly in arrears, on the last day of each month. The amount of the payment will be determined based on the Loan amount, term, amortization and the interest rate in effect at the time of the Advance. The balance of the Loan then outstanding, together with all accrued and unpaid interest, shall be due and payable at the end of the term of the Loan. **Maturity Date:** Without limiting BMO's right to demand, the last day of the month determined based on the term selected and the date of Advance.

The aggregate of all outstanding Advances under this Facility shall at no time exceed the Facility Authorization for this Facility.

Each Advance under this Facility shall be a separate Loan, shall be non-revolving and shall be permanently reduced by any repayments or payments by the Borrower.

The Borrower shall give to BMO 5 Business Days notice with respect to any request for a Loan under this Facility.

Your Product Summary

Treasury Risk Facility

Facility # 3 - New	
Type of Loan:	Treasury Risk Facility
Facility Authorization:	$500,000.00 CAD
Purpose:	To facilitate hedging of interest rate risk and/or foreign exchange risk
Availability by the way of:	• Foreign Exchange Forward Contract for a maximum term of 12 Months • Foreign Exchange Spot Trading
Terms, Conditions and Fees:	Subject to specific agreements and availability.

BMO Corporate MasterCard

Facility # 4 - New	
Facility Authorization:	$100,000.00 CAD
Type of Loan:	Corporate MasterCard®
Purpose:	Operating Financing
Interest Rate:	As determined by Corporate MasterCard Agreement.
Repayments:	As determined by Corporate MasterCard Agreement.
Facility Fee:	As determined by Corporate MasterCard Agreement.

Â® MasterCard is a registered trademark of MasterCard International Incorporated. Used under license.

Terms and Conditions

Conditions Precedent to Advances:

The Facilities may only be made available in BMO's discretion and will, in any event, require each of the conditions set out below has to be completed to BMO's satisfaction.

Conditions Precedent to be Obtained:

1. Obtain accountant prepared finalized Review Engagement Financial Statements for Fiscal Year End 2022, any material negative information to be addressed via BMO Credit Lending Policy
2. Master Equipment Line Facility to be used to payout and close National Bank term loan
3. Operating accounts of Borrower to be moved to BMO
4. Evidence of repayment of all indebtedness not otherwise permitted under this Agreement, as applicable.
5. Receipt of all notices, certificates, directions, forms or other Documentation required in connection with an Advance.

Additional Items To Be Obtained:

1. Ranbir Johal 2022 personal T1 tax return within 30 days

Security:

All present and future debts, liaiblities and obligations of the Borrower under the Facilities owed to Bank of Montreal, BMO Harris Bank N.A. and Bank of Montreal's other affiliates and their respective successors will be secured by the following documents, instruments, agreements and other assurances (collectively, the "**Security**"), which shall be delivered to BMO prior to any Advance of funds, in form and substance acceptable to BMO and its solicitors, acting reasonably:

Security to be Obtained:

1. $4,850,000.00 Personal guarantee from RANBIR JOHAL
2. Registered General Security Agreement ("GSA") providing BMO with a security interest over all present and after-acquired personal property of the Borrower with a First ranking for CDN Accounts Receivable, Machinery and Equipment, Inventory/Warehouse Receipts
3. General Assignment of Book Debts ("GABD") registered under PPSA in 1st position over Columbia National Steel Products Inc.
4. Section 427 of the Bank Act over Columbia National Steel Products Inc. covering inventory
5. Subordination and postponement of Shareholder Loans under Columbia National Steel Products Inc., Acknowledged by RANBIR JOHAL, registered under PPSA
6. Confirmation of Satisfactory Business Insurance for Columbia National Steel Products Inc.
7. Satisfactory Letter of Opinion from BMO's Solicitor confirming that all Security is good, valid, and enforceable.

Any other documents, instruments or agreements as may be required by BMO, acting reasonably to the extent permitted by law, and despite anything to the contrary in any particular Security document: (a) all present and future debts, liaiblities and obligations of the Borrower to Bank of Montreal, BMO Harris Bank N.A. and Bank of Montreal's other affiliates and their successors under the Facilities and all indemnity obligations owed by Bank of Montreal to any of its affiliates related to the Facilities will be secured by the Security, and (b) Bank of Montreal will hold all Security as agent for itself and for its affiliates who are owed any present or future debts, liabilities or obligations in connection with any Facility.

Covenants:

Terms and Conditions

As long as any Advance remains outstanding under or in connection with this Letter of Agreement, or so long as this Letter of Agreement remains in effect, the Borrower and any Guarantor will perform and comply with the covenants set out in Schedule A

Financial Covenants:

In addition, the Borrower and each Guarantor, as applicable, will perform and comply with the following financial covenants, based on financial statements of the Borrower or applicable Guarantor:

N/A

Additional Covenants:

In addition, the Borrower and each Guarantor, as applicable, will perform and comply with the following covenants:

1. N/A

Reporting Requirements:

Annual	Compilation Engagement Report Accountant Prepared financial statements and T2 Tax Return for the Borrower within 120 days of fiscal year end. Notice of Assessment to be provided as soon as received from tax filing within 180 days of fiscal year end
	Aged Accounts Receivable and Payables Listings for the Borrower at fiscal year-end annually and as requested by the Bank
	T1 Personal Tax returns with Notice of Assessment to be provided by Ranbir Johal within 120 years of tax year-end
	Updated Personal Financial Statement on BMO standard form for Ranbir Johal annually or as requested by the Bank
	Forecasts or projections for upcoming fiscal year annually
	Such other information as Lender may reasonably request from time to time

A $100 per month fee will be applied for non compliance with reporting requirements. The application of this fee does not waive the Default condition.

Prompt notification of management letters, Default notices, Litigation, and any other material events

Satisfactory evidence that all Taxes (including, without limitation, GST, HST, sales tax, withholdings, etc.) have been paid to date

Representations and Warranties:

The Borrower and each Guarantor, as applicable, makes the representations and warranties set out in Schedule B. All representations and warranties of the Borrower and any Guarantor, in addition to any representation or warranty provided in any document executed in connection with a Facility or any Security, shall be true and correct on the date of this Letter of Agreement and on the date of any Advance under a Facility.

Noteless Advances:

The Borrower acknowledges that the actual recording of the amount of any Advance or repayment thereof under the Facilities and interest, fees and other amounts due in connection with the Facilities, in an account of the Borrower maintained by BMO, shall constitute prima facie evidence of the Borrower's indebtedness and liability from time to time under the Facilities; provided that the obligation of the Borrower to pay or repay any indebtedness and liability in

Terms and Conditions

accordance with the terms and conditions of the Facilities set out in this Letter of Agreement shall not be affected by the failure of BMO to make such recording. The Borrower also hereby acknowledges being indebted to BMO for principal amounts shown as outstanding from time to time in BMO's account records, and all accrued and unpaid interest in respect thereto, which principal and interest the Borrower hereby undertakes to pay to BMO in accordance with the terms and conditions applicable to the Facilities as set out in this Letter of Agreement.

Fees:

All costs and expense incurred by BMO in connection with this Letter of Agreement and the Facilities (including without limitation all legal, appraisal, consulting, and registration fees), and the enforcement of the Security are for the account of the Borrower.

A one-time fee ("Fee") of $6,000 is payable by the Borrower to BMO. This fee is deemed to be earned by BMO upon issuance of this Letter of Agreement, to compensate for time, effort and expense incurred by BMO in authorizing these Facilities.

Annual credit renewal fees are payable to BMO each year. At the date of this letter, such fees are $1,900. Each year, the amount of such annual credit renewal fees will be the same as the prior year unless BMO provides prior written notice that such annual credit renewal fees are changing from the prior year. If BMO provides such notice, then the annual credit renewal fees for that year and each subsequent year will be as described by BMO until and unless BMO provides prior written notice that such annual credit renewal fees are changing.

All fees payable under this Letter of Agreement shall be paid to BMO on the dates due, in immediately available funds. Fees paid shall not be refundable except in the case of manifest error in the calculation of any fee payment.

If the total Advances exceed the Facility Authorization, the excess will bear interest at the Overdraft Rate, which is currently 21.0% per annum. BMO shall also be entitled to charge the Borrower a fee of $100 each time an excess is created.

If the Borrower requests or requires any amendment to this agreement or any other Loan Document, BMO shall be entitled to an amendment fee of at least $100 per amendment, in addition to all other fees, costs and charges payable by the Borrower.

Cancellation

The cancellation period is 3 business days. The cancellation period is the period in which the borrower can close the new loan(s) established in this agreement. BMO will provide a notice acknowledging the cancellation and outlining any amounts and expenses owed to BMO and any amount that BMO will return to the Borrower in relation to the use of the Loan. The Borrower's cancellation right for a loan or line of credit is in addition to any repayment rights under this agreement. The Borrower has no cancellation right for a credit card.

Banking Services:

The Borrower shall maintain its bank accounts, solely with BMO. Borrower acknowledges that the pricing (including interest, fees and charges) contained in this Letter of Agreement is contingent on the Borrower maintaining all of its operating accounts with BMO. If the Borrower does not do so, BMO may, at any time, in its sole discretion and without any requirement to obtain the agreement of, or provide prior notice to the Borrower, increase such pricing.

Treasury & Payment Solutions:

BMO will provide Non-Credit and treasury & payment solutions to the Borrower. A Treasury & Payment Specialist will contact the Borrower to implement BMO's On-Line Banking for Business platform (OLBB) and discuss additional treasury & payment features such as Electronic Funds Transfer (EFT), Wire Payments, BMO DepositEdge® and Moneris® Payment Processing Solutions. BMO's objective is to provide a package of services that are tailored to meet both the current and future needs of the Borrower in a cost efficient operating environment.

Terms and Conditions

Commercial Loan Insurance Plan:

You understand that unless you submit an Application for Commercial Loan Insurance Plan ("Application"), and it has been approved by Canada Life as the insurer, you will not be covered under the Commercial Loan Insurance Plan for any facilities under this Letter of Agreement and would be ineligible to submit a claim should you undergo an insurable event.

Counterparts; Electronic Transmissions:

This agreement may be executed in any number of counterparts with the same effect as if all parties hereto had all signed the same document. Any counterpart of this Agreement may be executed and circulated by facsimile, PDF or other electronic means and any counterpart executed and circulated in such a manner shall be deemed to be an original counterpart of this Agreement. All counterparts shall be construed together and shall constitute one and the same original agreement.

Governing Law:

British Columbia and the federal Laws of Canada applicable therein.

Schedules:

The following Schedules are attached to and form part of this letter of agreement:
Schedule A – Covenants
Schedule B – Representations and Warranties
Schedule C – Conditions Precedent to Advances
Schedule D – Additional Terms
Schedule E – Definitions

BMO's Legal Counsel:

Bridgehouse Law LLP

9th Floor, 900 West Hastings St, Vancouver BC V6C 1E5

Lawyer: Neal Wang

Phone: 604-684-3579

Email: nwang@bridgehouselaw.ca

Agreement and Consent

In accepting this Letter of Agreement you acknowledge that if, in the opinion of BMO, a material adverse change in risk occurs including, without limitation, any material adverse change in the financial condition, business, property or prospects of the Borrower or any Guarantor, the rights and remedies of BMO, or the ability of the Borrower or any Guarantor to perform its Obligations to BMO, any obligation to Advance some or all of the above Facilities may be withdrawn or cancelled.

Please indicate your acceptance of the terms and conditions hereof by signing and returning one copy of this Letter of Agreement (and making payment of the above noted fee, if applicable) to BMO no later than March 1, 2023. If your acceptance of this Letter of Agreement is not received by BMO by that date, BMO shall not be required to proceed with any of the Facilities.

Yours truly,
BANK OF MONTREAL

By: _____
Name: SARA MOK
Title: Senior Relationship Manager
(604) 328-7646

Agreement and Consent

Accepted and agreed to this 7th (Day) day of March (Month), 2023 (Year)

BORROWER

COLUMBIA NATIONAL STEEL PRODUCTS INC.

Signature: [signature]

Name: Ranbir Johal

Title: Director

GUARANTOR

RANBIR JOHAL

Signature: [signature]

Name: RANBIR JOHAL

Witness Signature: [signature]

Witness Name: Michael Boltz

Attorney
10077 Cervgans Mill Rd, Suite 303
The Woodlands TX 77380

Schedules

SCHEDULE A

COVENANTS

1. Payment of all indebtedness due to BMO in connection with this Letter of Agreement or any Facility.
2. Maintenance of corporate existence and status, if applicable.
3. Payment of all Taxes when due (including, without limitation, corporate, GST, HST, sales tax and withholding).
4. Compliance with all material Laws, regulations and applicable permits or Approvals (including health, safety and employment standards, labour codes and environmental Laws).
5. Compliance with all material agreements.
6. Use of proceeds to be consistent with the approved purpose.
7. Notices of death of Borrower or Guarantor, Default, material Litigation, and regulatory proceedings to be provided to BMO on a timely basis.
8. Access by BMO to books and records; BMO to have right to inspect property to which its security applies.
9. No assumption of additional indebtedness or guarantee Obligations by Borrower without prior written consent of BMO.
10. No liens or encumbrances on any assets except with the prior written consent of BMO.
11. No change of control or ownership of the Borrower without the prior written consent of BMO.
12. No disposition of property or assets (except in the ordinary course of business) without the prior written consent of BMO.
13. No material acquisitions, hostile takeovers, mergers or amalgamations without BMO's prior written approval.
14. [For multiple currencies]:

If, for the purposes of obtaining judgment in any court in any jurisdiction with respect to this Letter of Agreement, it becomes necessary to convert into a particular currency (the "Judgment Currency") any amount due under this Letter of Agreement in any currency other than the Judgment Currency (the "Currency Due"), then conversion shall be made at the rate of exchange prevailing on the Business Day before the day on which judgment is given. For this purpose "rate of exchange" means the rate at which BMO is able, on the relevant date, to purchase the Currency Due with the Judgment Currency in accordance with its normal practice at its principal office in Toronto, Ontario. If there is a change in the rate of exchange prevailing between the Business Day before the day on which the judgment is given and the date of receipt by BMO of the amount due, the Borrower will, on the date of receipt by BMO, pay such additional amounts, if any, or be entitled to receive reimbursement of such amount, if any, as may be necessary to ensure that the amount received by BMO on such date is the amount in the Judgment Currency which when converted at the rate of exchange prevailing on the date of receipt by BMO is the amount then due under this Letter of Agreement in the Currency Due. If the amount of the Currency Due which BMO is so able to purchase is less than the amount of the Currency Due originally due to it, the Borrower and each Guarantor jointly and severally (solidarily) agree to indemnify BMO from and against any and all loss or damage arising as a result of such deficiency. This indemnity shall constitute an obligation separate and independent from the other Obligations contained in this Letter of Agreement, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by BMO from time to time and shall continue in full force and effect notwithstanding any judgment or order in respect of an amount due under this Letter of Agreement or under any judgment or order.

SCHEDULE B

REPRESENTATIONS AND WARRANTIES

1. It has the corporate status, power and authority to enter into this Letter of Agreement and any agreement executed in connection with a Facility or any Security to which it is a party, and to perform its Obligations hereunder and thereunder.

2. It is in compliance with all applicable Laws (including environmental Laws) and its existing agreements.

3. Except as otherwise disclosed to BMO in writing, no consent or approval of, registration or filing with, or any other action by, any governmental authority is required in connection with the execution, delivery and performance by it of this Letter of Agreement and any agreement executed in connection with a Facility or any Security to which it is a party.

4. All factual information that has been provided to BMO for purposes of or in connection with this Letter of Agreement or any transaction contemplated herein is true and complete in all material respects on the date as of which such information is dated or certified.

5. No event, development or circumstance has occurred that has had or could reasonably be expected to have a Material Adverse Effect on the business, assets, operations or condition, financial or otherwise, of the Borrower or any Guarantor.

6. There is no material Litigation pending against it or, to its knowledge, threatened against or affecting it.

7. It has timely filed or caused to be filed all required tax returns and reports and has paid or caused to be paid all required Taxes.

8. It has good and marketable title to its properties and assets including ownership of and/or sufficient rights in any material intellectual property.

9. It has complied with all Obligations in connection with any pension plan which it has sponsored, administered or contributed to, or is required to contribute to including, without limitation, registration in accordance with applicable Laws, timely payment of all required contributions or premiums, and performance of all fiduciary and administration Obligations.

10. It maintains insurance policies and coverage that provides sufficient insurance coverage in at least such amounts and against at least such risks as are usually insured against in the same general area by persons in the same or a similar business.

11. It is not in Default nor has any event or circumstance occurred which, but for the passage of time or the giving of notice, or both, would constitute a Default under any loan, credit or security agreement, or under any material instrument or agreement to which it is a party.

SCHEDULE C

ADDITIONAL CONDITIONS PRECEDENT TO ADVANCES

1. Delivery and review of the articles or other constating documents, by-laws, certified resolutions, shareholder agreements (if any) and good standing or equivalent certificates of each Credit Party demonstrating corporate or organisational status, due capacity and sufficient authority.
2. Delivery of a duly executed copy of the Documentation.
3. Review of all necessary Approvals.
4. Review of all Material Contracts.
5. Review of all information necessary for BMO to comply with all legal and internal requirements in respect of anti-money laundering and proceeds of crime legislation and "know your customer" requirements.
6. Review (as to covered risks, amounts, periods, renewals, issuer(s), named insured(s), beneficiaries, loss payees, caps, standard mortgage and similar clauses, conditions, exclusions and otherwise) by BMO (or its agents) of all insurance policies issued to the Credit Parties.
7. Completion of all due diligence required by BMO in respect of the Credit Parties and their respective business, operations, assets, property and undertaking (including lien, Litigation and solvency searches, as well as real property, insurance, tax, pension and environmental diligence, in each case where and as applicable).
8. Confirmation that all representations, warranties and other declarations made by the Credit Parties under each of the Documentation are true, complete and accurate at the time made or deemed made (including at the time of any Advance).
9. Confirmation that, since the most recent financial statements provided to BMO, no event or series of events has occurred or failed to occur which would reasonably be expected to have, either singly or in the aggregate, a Material Adverse Effect.
10. Confirmation that no Default shall have occurred or be continuing.
11. Payment of all fees, costs, charges, expenses and other amounts then owing under the Documentation.
12. Any other document or action that BMO may reasonably require.

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SCHEDULE D

Additional Terms

Expenses: The Borrower(s) shall pay all reasonable costs and expenses of BMO associated with the preparation, due diligence (including third party expenses), administration and enforcement of this Letter of Agreement, the Facilities, the Security and the other loan documentation, regardless of whether or not any advances are made or all of the conditions precedent are satisfied or waived in BMO's discretion.

Increased Costs, Taxes, etc.: If in respect of any change in or introduction of any law, regulation, order, rule, request or directive (whether or not having the force of law but of a kind which is intended to be generally complied with by banks) or in the interpretation thereof by any authority charged with the administration thereof or by any court of competent jurisdiction:

(a) BMO incurs a cost (which it would not otherwise have incurred), becomes subject to a tax, or becomes liable to make a payment (calculated with reference to the amount outstanding or available under a Facility) with respect to continuing to provide or maintain such Facility (other than a tax imposed on the income of BMO),

(b) any reserve, special deposit or similar requirement is imposed or increased with respect to any Facility increasing the cost thereof to BMO; or

(c) BMO suffers or will suffer a reduction in the rate of return on its overall capital (other than a reduction by reason of an income tax referred to in (a) above) as a result of the amount of the capital that BMO is required to maintain being increased or of any change in the manner in which BMO is required to allocate its resources;

then the Borrower(s) shall, upon receiving written notice from BMO, pay to BMO such amount as will compensate BMO for, and will indemnify and hold BMO harmless against, such increases in cost or reductions of rate of return with respect to the applicable Facilities accruing after the date the notice is issued. The notice issued by BMO setting out the amount and basis for the amount of such additional payment required shall be deemed to be *prima facie* correct.

Confidential Information Release and Consent: The Borrower(s) consents to the release of confidential information regarding the business by BMO to affiliates and subsidiaries of BMO for the purpose of assisting BMO in supporting the Borrower(s) with its strategic plans.

The Borrower(s) authorizes and consents to reproduction, disclosure and use by BMO of information about the Borrower(s) (including, without limitation, the Borrower(s)'s name and any identifying logos) and the Facilities (all such information being called the "**Information**") to enable BMO to publish promotional "tombstones" and other forms of notices of the Facilities in any manner and in any media (including, without limitation, brochures, league table purposes).

The Borrower(s) acknowledges and agrees: that BMO shall be entitled to determine, in its discretion, whether to use the Information; that no compensation will be payable by BMO resulting therefrom; and that BMO shall have no liability whatsoever to the Borrower(s) or any of its employees, officers, directors, affiliates or shareholders in obtaining and using the Information in accordance with this paragraph.

Indemnification: The Borrower(s) agrees to indemnify BMO, its affiliates and each of their respective officers, directors, employees, agents and advisors, and save each of them harmless, from and against any and all direct and indirect losses, claims, damages and liabilities arising from activities under or contemplated under this Letter of Agreement, the Security and the other loan documents, other than as a direct result of the gross negligence or willful misconduct of BMO as determined by a final and non-appealable order of a court of competent jurisdiction.

Announcements: The Borrower(s) shall permit BMO to review and approve of any reference to BMO contained in any press release or similar public disclosure in connection with the Facilities.

Assignment: The Borrower(s) shall not assign any of its rights or obligations hereunder or under any other loan document.

BMO shall have the right to assign, sell or participate its rights and obligations under this Letter of Agreement and the other loan documents, including (without limitation) in the Facilities or in any borrowing hereunder, in whole or in part, to any other person, subject to the consent of the Borrower(s) not to be unreasonably withheld. Notwithstanding the foregoing, the consent of the Borrower(s) is not required if a Default has occurred and is continuing or if the Borrower(s) or any Guarantor is insolvent, bankrupt or has taken any action or sought any relief under any insolvency, restructuring or analogous corporate laws.

Set-Off: BMO shall have the right to set-off any outstanding debts, liabilities and other obligations of the Borrower(s) and the Guarantors under this Letter of Agreement and the other loan documents against any amounts on deposit and other property in accounts maintained by the Borrower(s), the Guarantors or any of their affiliates with BMO or any of BMO's affiliates in any jurisdiction, including without limitation BMO Harris Bank. Any currency conversion necessary to give effect to this set-off shall be made by BMO through its normal practices.

Matters relating to Interest: Unless otherwise indicated, interest on any outstanding principal amount and all other amounts (including unpaid interest) shall be calculated daily and shall be payable monthly in arrears on the first business day of the following month; and if the maturity date of a Facility is not the end of a month, all accrued and unpaid interest in respect of such Facility shall be paid on such maturity date. Interest shall accrue from and including the day upon which an advance is made or is deemed to have been made, and ending on but excluding the day on which such advance is repaid or satisfied. Any change in the Prime Rate or the US Base Rate shall cause an immediate adjustment of the interest rate applicable to Prime Rate based loans or US Base Rate based loans, as applicable, without notice to the Borrower(s).

Unless otherwise stated, if reference is made to a rate of interest, fee or other amount "per

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annum" or a similar expression is used, such interest, fee or other amount shall be calculated on the basis of a year of 365 or 366 days, as the case may be. If the amount of any interest, fee or other amount is determined or expressed on the basis of a period of less than one year of 365 or 366 days, as the case may be, the equivalent yearly rate is equal to the rate so determined or expressed, divided by the number of days in the said period, and multiplied by the actual number of days in that calendar year. BMO agrees that promptly upon request by the Borrower(s) from time to time it will advise the Borrower(s) of the Prime Rate and the US Base Rate in effect at such time (or during any other period prior to such time), and will assist the Borrower(s) in calculating the effective annual rate of interest required to be disclosed pursuant to section 4 of the *Interest Act* (Canada).

If the amount of any interest, premium, fees or other monies or any rate of interest stipulated for, taken, reserved or extracted under this Letter of Agreement or the Security would otherwise contravene the provisions of section 347 of the *Criminal Code* (Canada), section 4 or section 8 of the *Interest Act* (Canada) or any successor or similar legislation, or would exceed the amounts which BMO is legally entitled to charge and receive under any law to which such compensation is subject, then such amount or rate of interest shall be reduced to such maximum amount as would not contravene such provision; and to the extent that any excess has been charged or received BMO shall apply such excess against the outstanding indebtedness and refund any further excess amount.

BMO may from time to time upon notice to the Borrower(s) adjust the margin/spread on any Facility and other rates of interest applicable to one or more Facilities, save and except for any specific rates of interest agreed for FRTLs during the applicable term.

Withholding Taxes:

Except as otherwise required by law, all payments made by the Borrower(s) to BMO hereunder shall be made without withholding for or on account of any present or future taxes imposed by or within the jurisdiction in which the Borrower(s) is domiciled, any jurisdiction from which the Borrower(s) makes any payment or any other jurisdiction, or (in each case) any political subdivision or taxing authority thereof or therein (other than taxes in respect of the net income, assets or capital of BMO). If any such withholding is required by law, the Borrower(s) shall make the withholding, pay the amount withheld to the appropriate governmental authority before penalties attach thereto or interest accrues thereon and forthwith pay to BMO such additional amount as may be necessary to ensure that the net amount actually received by BMO (after payment of such taxes including any taxes on such additional amount paid) is equal to the amount which it would have received if no amounts had been withheld.

Interpretation:

The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "or" is disjunctive; the word "and" is conjunctive. Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented, restated or replaced (subject to any restrictions on such modifications set out herein), (b) any

reference herein to any statute or any section thereof shall, unless otherwise expressly stated, be deemed to be a reference to such statute or section as amended, restated or re-enacted from time to time, (c) any reference herein to any person shall be construed to include such person's successors and permitted assigns, (d) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Letter of Agreement in its entirety and not to any particular provision hereof, (e) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Letter of Agreement, (f) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights, and (g) any use of "including" or "includes" is not intended to be limited and shall be read to mean "including, without limitation" and "includes, without limitation".

WAIVER OF JURY TRAIL:

EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS LETTER OF AGREEMENT, ANY OTHER LOAN DOCUMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (a) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (b) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS LETTER OF AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

No Advisory or Fiduciary Duty:

The Borrower(s) acknowledges and agrees, and acknowledges its subsidiaries' understanding, that BMO will not have any obligations hereunder except those obligations expressly set forth herein and in the other loan documents and that BMO is acting solely in the capacity of an arm's length contractual counterparty to the Borrower(s) with respect to the Facilities and the transaction contemplated therein and not as a financial advisor or a fiduciary to, or an agent of, the Borrower(s) or any other person. The Borrower(s) agrees that it will not assert any claim against BMO based on an alleged breach of fiduciary duty by BMO in connection with this Letter of Agreement or the other Loan Documents and the transactions contemplated thereby. Additionally, the Borrower(s) acknowledges and agrees that BMO is not advising the Borrower(s) as to any legal, tax, investment, accounting, regulatory or any other matters in any jurisdiction. The Borrower(s) shall consult with its own advisors concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated hereby, and BMO shall have no responsibility or liability to the Borrower(s) with respect thereto.

SCHEDULE E

DEFINITIONS

"**Advance**" or "**Loans**" means an advance, continuation or conversion (where applicable) of any loan or credit extended under this Agreement.

"**Approvals**" means, collectively, all material governmental, regulatory, third party or other approvals, authorizations, consents, rights, titles, interests, franchises, licenses, permits, privileges, qualifications and the like, and orders, registrations, declarations, publications, recordings, filings, notices and such other actions which, in each case, are necessary or desirable (i) for the ownership, lease, operation and normal conduct of the business, property, undertaking and assets of any Credit Party, or (ii) under or in connection with the Facilities and the Documentation (including the execution, delivery, performance, validity, enforceability and perfection (opposability) thereof).

"**Credit Parties**" means, collectively, the Borrower(s) and the Guarantor(s).

"**Default**" means a breach or default or event which, with the giving of notice or the passage of time or both, would constitute a breach or a default (whether as to the performance or fulfilment of any representations, warranties, covenants, obligations or other provisions thereunder) under the applicable documentation (including the Documentation).

"**Documentation**" means, collectively, this Agreement, the Guarantee and Security (set forth below) and all other agreements and documents required to be delivered in connection with the Facilities or the transactions contemplated hereby.

"**including**" means including but without limitation.

"**Laws**" means all laws, statutes, regulations, rules, codes, orders, ordinances, treaties, conventions, judgements, awards, determinations, directives, orders and decrees applicable to a Credit Party, its business or its property, undertaking and assets, including, without limitation, environmental laws and pension plan and other employee plan matters.

"**Litigation**" means any judgment, writ of execution, order, notice of deficiency, injunction or directive rendered, and any notice of infraction, action, suit, proceeding or investigation pending or threatened, in each case against a Credit Party or any of its property or assets.

"**Material Contracts**" means any contract or agreement entered into by any Credit Party in respect of which any material breach or default or any termination or non-renewal would reasonably be expected to have a Material Adverse Effect under clause (i) or (ii) of the definition thereof, as such contracts or agreements may be amended, supplemented, restated, replaced or otherwise modified from time to time to the extent permitted under the Documentation.

"**Material Adverse Effect**" means a material adverse effect on (i) the business, assets, results of operations, prospects or condition (financial or otherwise) of any Credit Party, (ii) the ability of each Credit Party to perform its obligations under the Documentation, or (iii) the legality, validity, binding nature or enforceability of the rights, remedies or recourses of BMO under any of the Documentation.

"**Obligations**" means all debts, liabilities and obligations owed to Bank of Montreal, BMO Harris Bank N.A. and Bank of Montreal's other affiliates and their successors under or in connection with the Facilities, this Letter of Agreement or any other Documentation (in principal, interest, fees, premiums, penalties, costs, losses, expenses and other charges) and includes any indemnity obligations owed by Bank of Montreal to any of its affiliates in relation to the Facilities.

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"**Prime Rate**" means the rate of interest announced from time to time by BMO as its reference rate then in effect for determining rates of interest charged on Canadian dollar loans made to its customers in Canada and designated as its prime rate.

"**Taxes**" means all taxes, duties, assessments, imposts, levies and similar charges and claims imposed upon a Credit Party, its income or profits, or upon any properties belonging to it (including, without limitation, corporate, GST, HST, sales tax, real property taxes and other withholdings, deductions and related liabilities).

"**US Base Rate**" means the rate of interest announced from time to time by BMO as its reference rate then in effect for determining rates of interest charged on U.S. Dollar loans made to its customers in Canada and designated as its U.S. base rate.

This is **Exhibit "B"** referred to in the affidavit of Min-Hau Wu sworn before me at **Vancouver, BC** this 13th day of January, 2026.



A Commissioner for taking Affidavits
For **British Columbia**

BMO Bank of Montreal

39017

DIRECTION AGREEMENT 1

Dated: March 15, 2023

The undersigned, being the "Client" named in that
certain Interim Funding Agreement, dated March 15, 2023 between
Bank of Montreal ("Provider") And
COLUMBIA NATIONAL STEEL PRODUCTS INC., ("Client")

does hereby certify and agree as follows:

Pursuant to the Interim Funding Agreement, Client hereby requests that Provider make Interim Funding Payments in connection with the acquisition of certain equipment ("Equipment") under and pursuant to certain Purchase Agreements between Client and the Suppliers referenced below. Capitalized terms used herein without definition shall have the meanings set forth in the Interim Funding Agreement, either directly or incorporated by reference therein.

Client hereby certifies as follows:

1. Delivered with this Direction Agreement 1 are true, correct and complete copies of each of the following items as required by Provider: (a) Purchase Agreements; (b) executed assignment agreements assigning Client's interest in such Purchase Agreements to Provider; and (c) consents to assignment signed by the Suppliers consenting to such assignments. Also delivered with this Direction Agreement are true, correct and complete copies of the Supplier invoice(s) relating to the requested Interim Funding Payment(s).

2. The Client hereby requests the following Interim Funding Payment(s) be made to the Supplier or to reimburse Client for its payments to the Supplier:

Supplier	Payee	Invoice #	Amount
KINGJIME MACHINE LIMITED	COLUMBIA NATIONAL STEEL PRODUCTS INC.	KJMAC202819	$413,879.44 CA
		Grand Total:	$413,879.44 CA

3. Client maintains insurance covering the Equipment per the terms of the Lease.

4. Client represents and warrants that:
   (a) the Interim Funding Payment(s) requested hereby, when aggregated with all other Interim Funding Payments made to date under the Interim Funding Agreement, do not exceed the Maximum Amount;
   (b) after giving effect to the Interim Funding Payment(s) requested hereby, the unused Maximum Amount is sufficient to pay all remaining costs related to the acquisition of the Equipment under the Purchase Agreements;
   (c) to Client's knowledge, construction of the Equipment is being completed in all material respects in accordance with the Purchase Agreements;
   (d) the undersigned is an authorized representative of Client with authority to execute this Direction Agreement 1 and to request the Interim Funding Payments contemplated hereby; and
   (e) no Event of Default has occurred and is continuing.

Client: COLUMBIA NATIONAL STEEL PRODUCTS INC.

By: _____ Signing officer
Authorized Signature and Title

By: _____
Additional Authorized Signature and Title if Required

Confidential

LETTER OF DECLARATION

To: Bank of Montreal Equipment Leasing
5750 Explorer Drive, 3rd Floor
Mississauga, Ontario L4W 0B1

Re: BANK OF MONTREAL (the Lessor) credit facilities for COLUMBIA NATIONAL STEEL PRODUCTS INC. (The lessee)

We are hereby attesting that COLUMBIA NATIONAL STEEL PRODUCTS INC. have paid the gross amount of **$335,000.00 USD**

to the various vendors outlined inthe table below.

VENDOR	INVOICE #	NET	GST	PST	GROSS
KINGJIME MACHINE LIMITED	KJMAC2020819	$335,000.00 USD			$335,000.00 USD

Dated the 16th **of March 2023**

COLUMBIA NATIONAL STEEL PRODUCTS INC.

By:_____

By:_____

BMO Bank of Montreal

39017

INTERIM FUNDING AGREEMENT

Between
Bank of Montreal ("Provider") And
COLUMBIA NATIONAL STEEL PRODUCTS INC. ("Client")

Dated March 15, 2023

RECITALS

A. Provider and Client have executed that certain Master Lease of Personal Property dated March 15, 2023 (the "Lease"), pursuant to which Provider and Client contemplate entering into certain lease arrangements from time to time governed by said Lease in respect of certain items of personal property identified and selected by Client (referred to as "Equipment") as more fully set forth in schedules, addendums and amendments to the Lease (capitalized terms not otherwise defined herein shall have the meanings set forth in the Lease);

B. Subject to the terms and conditions of this Interim Funding Agreement (together with any exhibits and amendments made or attached to it from time to time, "this Agreement") and in consideration of Client's irrevocable agreement to lease the Equipment from Provider upon delivery and acceptance thereof, Client and Provider desire that Provider make payments ("Interim Funding Payments") to the suppliers ("Suppliers") under the terms of certain purchase orders, purchase agreements and/or supply contracts between such Suppliers and Client, and/or under invoices (naming Provider as buyer) ("Purchase Agreements") on account of the purchase price of said Equipment, including delivery, installation and other intangible costs that are permitted by Provider, in its sole and absolute discretion, and Sales Taxes thereon, which Purchase Agreements shall be assigned by Client to Provider;

C. Provider and Client contemplate that Interim Funding Payments may be made prior to delivery of the Equipment to, or acceptance of the Equipment by, Client or Provider from such Suppliers, and all payments shall be governed by specific direction agreements ("Direction Agreements") described herein; and

D. Provider and Client agree that Provider will be compensated for this supplier payment service (the "Interim Funding Service") as set forth herein.

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Provider and Client covenant and agree as follows:

1. **Term.** Provider hereby agrees to make available to Client the Interim Funding Service under this Agreement for the period beginning on the date above and ending 120 days thereafter (the "Expiration Date"). Client agrees to cause the Suppliers to produce and deliver the Equipment according to the schedule and terms set forth in the related Purchase Agreements.

2. **Maximum Amount.** The maximum aggregate amount of Interim Funding Payments advanced under this Agreement by Provider shall not exceed $1,000,000.00 CA (the "Maximum Amount").

3. **Interim Funding Service.** (a) In connection with each acquisition of Equipment for which Client desires Provider to make Interim Funding Payments, Client shall deliver the following items, each in form and substance satisfactory to, and to the extent required by, Provider in its sole and absolute discretion: (i) a direction agreement (in substantially the form required by Provider) (a "Direction Agreement"), duly executed by an authorized representative of Client, requesting that Provider make Interim Funding Payments; (ii) a complete copy of the executed Purchase Agreements for such Equipment; (iii) executed assignment agreements assigning its interest in such Purchase Agreements to Provider; and (iv) a written consent to assignment signed by each applicable Supplier consenting to such assignment.

(b) At least three (3) business days prior to the date of each payment under a Purchase Agreement, Client shall deliver to Provider (i) a Direction Agreement, duly executed by an authorized representative of Client, requesting that Provider make an Interim Funding Payment and (ii) a copy of the Supplier invoice corresponding to the requested payment.

(c) Upon approval by Provider, in its sole and absolute discretion, of the form and content of each Direction Agreement and delivery of the Purchase Agreement and supporting documentation, including the other items described above in this Section 3 prior to the Expiration Date, Provider agrees that, so long as no Event of Default exists under this Agreement and the amounts outstanding under this Agreement (as related to such Purchase Agreement) have not yet become due and payable under Section 5, Provider shall make the Interim Funding Payments designated in such Direction Agreements in amounts which, when aggregated with all other Interim Funding Payments made under this Agreement, shall not exceed the

Maximum Amount. Such Interim Funding Payments shall be applied solely to (or on account of) the purchase price of the applicable Equipment, including delivery, installation and other intangible costs that are permitted by Provider, in its sole and absolute discretion, and Sales Taxes thereon.

(d) Client shall have no interest in or right to any Interim Funding Payment made by Provider to any Supplier and, if any such Interim Funding Payment is returned or refunded to Client by a Supplier, Client shall hold the monies in trust for Provider and immediately forward the same to Provider.

4. **Interim Funding Fee.** (a) Client agrees to pay Provider a fee for the Interim Funding Service provided hereunder (the "Interim Funding Fee"), plus all applicable Sales Taxes. The Interim Funding Fee will be calculated and charged monthly in arrears on the last day of each calendar month and will be due and payable on the 5th day of the following month, both before and after default and demand. The Interim Funding Fee for any month shall be equal to the equivalent of an interest charge, accruing daily, on the aggregate Interim Funding Payment(s) outstanding under this Agreement on each day during such month, multiplied by an annual interest rate equal to the Prime Rate (as defined below) at such time plus 1.00% computed on the basis of actual number of days/365 or 366, as applicable. For the purposes hereof, "Prime Rate" means, at any time, the annual rate of interest established by Provider as the reference rate used to determine the rate of interest charged on Canadian dollar loans to commercial customers in Canada and designated by Provider as its "prime rate" provided, that if the Prime Rate as so determined would be less than 1.95%, the Prime Rate will be deemed to be 1.95% for the purposes of this Agreement.

(b) Upon the occurrence of an Event of Default, including failure to make any payment of the Interim Funding Fee or any other amount under this Agreement when due, Provider, at its option, may increase the accruing Interim Funding Fee by 3.000 percentage points and such increase will be effective from the occurrence of such Event of Default. In no event shall this Agreement require the payment of an Interim Funding Fee in excess of the maximum equivalent interest charge permitted by applicable law.

5. **Payments Due by Client.** (a) Unless earlier terminated pursuant to Section 6, all amounts outstanding under this Agreement (as related to a specific Purchase Agreement) shall become due and payable by Client in accordance with Section 5(c), and Provider shall be under no further obligation to lease the Equipment to Client or make further Interim Funding Payments with respect to such Purchase Agreement, upon the earliest of (i) demand by Provider pursuant to Section 8(a), (ii) one hundred and eighty (180) days after the date of Provider's initial Interim Funding Payment related to such Purchase Agreement and (iii) the Expiration Date (such earliest date being referred to herein as the "Purchase Date"). In the event Client fails for any reason whatsoever to enter into the contemplated lease agreement with Provider covering the Equipment related to a specific Purchase Agreement on or before the applicable Purchase Date, Client shall pay to Provider, on demand, a breakage fee computed as a percentage of the amounts outstanding hereunder (as related to such Purchase Agreement), plus all applicable Sales Taxes. Initially, the breakage fee shall be 5% of the aggregate Interim Funding Payments and the Interim Funding Fees with respect to such Purchase Agreement, which percentage shall remain in effect for 180 days following the date of the initial Interim Funding Payment made in respect of such Purchase Agreement, and shall increase on the 181st day following such initial Interim Funding Payment, and on each monthly anniversary of such 181st day thereafter, by an additional 1% of such aggregate Interim Funding Payments and such Interim Funding Fees, up to a maximum breakage fee of 10% of such aggregate Interim Funding Payments and such Interim Funding Fees. Client acknowledges and agrees that such breakage fee constitutes a reasonable estimate of internal and external costs incurred by Provider in connection with the administration of the Interim Funding Service and the anticipated Lease transaction, costs associated with the use of funds advanced by Provider during the term of this Agreement, lost opportunity costs and compensation for the loss of the contemplated Lease transaction.

(b) Any reference herein to the amounts outstanding in respect of a Purchase Agreement shall include all Interim Funding Payments in respect of such Purchase Agreement and all Interim Funding Fees and any other amount otherwise payable hereunder in respect thereof.

(c) Upon the occurrence of the Purchase Date in respect of a Purchase Agreement, Client will purchase all right, title and interest of Provider to the related Equipment and such Purchase Agreement for a purchase price equal to all amounts outstanding in respect of such Purchase Agreement, plus applicable Sales Taxes. Upon the date of demand under Section 8(a), Client will purchase all right, title and interest of Provider to all Equipment and all Purchase Agreements for a purchase price equal to all amounts outstanding in respect of all such Purchase Agreements, plus applicable Sales Taxes. All such purchases shall be on an AS IS BASIS.

(d) **GST/HST Gross-Up**: If any payment made by Client or Provider under this Agreement is deemed by the *Excise Tax Act* (Canada) to include goods and services tax or harmonized sales tax, or is deemed by any applicable provincial or territorial legislation to include a similar value added or multi-staged tax, the amount of such payment shall be increased accordingly.

6. **Termination Upon Lease Commencement.** All obligations of Client under this Agreement (as related to Equipment under a specific Purchase Agreement) shall terminate if (i) the Lease Term under the Lease relating to such Equipment under such Purchase Agreement commences (which, for purposes of this Agreement, shall be the date Client delivers to Provider an executed "Delivery and Acceptance Certificate" in respect of such Equipment in form acceptable to Provider), and (ii) the lease payments under such Lease subsume all Interim Funding Payments, Interim Funding Fees and all other amounts otherwise payable hereunder in respect of such Equipment under such Purchase Agreement; it being agreed that all such Interim Funding Payments, Interim Funding Fees and other amounts shall be added to the Equipment cost under the Lease for purposes of determining the amount of rent payable thereunder.

7. **Events of Default.** The occurrence of any of the following shall constitute an "Event of Default" under this Agreement: (a) any Interim Funding Payment, Interim Funding Fee or any other amount otherwise payable hereunder is not paid by Client to Provider within 10 days after the date due or the date demand is made therefor; (b) Client shall fail to cause the Suppliers to, or for any other reason the Suppliers do not, deliver all Equipment on or before the Expiration Date; (c) any representation or warranty made by Client herein or in any written statement to Provider shall prove to be

incorrect or misleading in any material respect when made; (d) Client shall fail to observe or perform any obligation or agreement contained herein or in any Purchase Agreement in a manner that would have a material adverse effect on the rights, remedies or benefits intended to be afforded to Provider hereby; (e) Client is in default under any other contract or agreement with Provider or, without limitation, an Event of Default under and as defined in the Lease shall occur; (f) any Supplier suspends business, becomes insolvent, is generally not paying its debts as they become due, or any bankruptcy, insolvency, arrangement, receivership or similar proceeding is commenced by or against any Supplier, or any other event occurs in respect of a Supplier's business or properties that, in Provider's sole discretion, would adversely affect the ability of such Supplier to perform its obligations in respect of timely delivery of Equipment; or (g) any impairment of the rights of Provider in any Collateral (defined in Section 9), or any attachment or levy on any property of Client in a manner that would have a material adverse effect on the rights, remedies or benefits intended to be afforded to Provider hereby.

8. **Remedies.** (a) Upon the occurrence of any Event of Default, Provider shall have the right to declare immediately due and payable and demand payment of all amounts outstanding under this Agreement in accordance with Section 5(c) and, upon the occurrence of any Event of Default, all obligations of Provider to make any Interim Funding Payments shall cease (but without limitation to Provider's right to make any such payments in any event at its option). Provider shall have all other rights, powers, privileges and remedies granted to a secured party upon default under the *Personal Property Security Act* of all applicable jurisdictions and the *Civil Code of Quebec*, and all other rights, powers, privileges and remedies otherwise provided by law. All rights, powers, privileges and remedies of Provider shall be cumulative. No delay, failure or discontinuance of Provider in exercising any right, power or remedy hereunder shall operate as a waiver of such right, power or remedy; nor shall any single or partial exercise of any such right, power or remedy preclude, waive or otherwise affect any other or further exercise thereof.

(b) If any payment of any amount owing under this Agreement is received by Provider 10 or more days after said payment is due, Client will be obligated to pay Provider an amount equal to 1.000% of the unpaid portion of such payment as a late charge.

(c) If Provider gives Client a prior notice of its intention to exercise a hypothecary right, Provider shall, and shall cause any other Person in possession of the Collateral to, immediately voluntarily surrender same to Provider.

(d) To the extent that Client has surrendered or will surrender the Collateral or any part thereof to Provider or its agents or if Provider or its agents have possession of the Collateral or any part thereof, neither Provider nor its agents shall have any obligation to continue the use, operation or exploitation of the Collateral or any part thereof or to continue the use for which it is ordinarily destined or to exercise the rights pertaining to the Collateral or any part thereof or to make them productive; and Client agrees that Provider or its agents may do such acts and things, or refrain from doing such acts and things, as Provider or its agents, in their sole discretion, deem appropriate for the exercise of Provider's rights and the realization and enforcement of its security interest and hypothec.

9. **Grant of Security Interest.** (a) To secure payment and performance of Client's obligations under this Agreement, including payment of all Interim Funding Payments, Interim Funding Fees and all other amounts now or hereafter due under this Agreement (including legal fees and disbursements on a full indemnity basis) (collectively, the "Obligations") , Client hereby grants, assigns, transfers, pledges, conveys and mortgages to Provider a continuing security interest in and to all of Client's right, title and interest, whether now existing or hereafter acquired, and wherever located, in (i) the Equipment, whether completely manufactured or not, and wherever located, which is the subject of each Purchase Agreement as contemplated hereunder, and all attachments, accessories and additions to the Equipment, substitutions for the Equipment, and products, replacements and rentals thereof, (ii) each of the Purchase Agreements as contemplated hereunder, (iii) the other assets and property of Client described in Exhibit A, if any (as Exhibit A may be supplemented from time to time) and (iv) all proceeds of any of the foregoing, including insurance proceeds (collectively, the "Collateral").

(b) [This Section 9(b) applies if Client's domicile (registered head office) or any of the tangible Collateral is located in the Province of Quebec.] Client hereby hypothecates in favour of Provider the Collateral to secure the prompt payment and performance in full when due of the Obligations. The hypothec created in this Section 9(b) is granted for a principal amount of two times the Maximum Amount (the "Notional Amount"), with interest thereon at the rate of 25% per year from the date hereof. Client shall be deemed to obligate itself again as provided in Article 2797 of the *Civil Code of Québec* with respect to any future obligation secured by the hypothec granted in this Section 9(b). To secure the payment of interest not secured by the hypothec created in this Section 9(b), the fees and expenses incurred by Provider to preserve the Collateral and to enforce the hypothecs and its rights hereunder, Client hereby hypothecates in favour of Provider the Collateral for an additional amount equal to 20% of the Notional Amount, with interest thereon at the rate of 25% per year from the date hereof.

(c) In furtherance of the foregoing and at Client's expense, (i) Provider is hereby granted a power of attorney to sign Client's name and, from time to time, on behalf of Client to execute and file financing statements and amendments thereto, applications for title, transfer of title, notices of lien and other documents pertaining to the Collateral to perfect and continue its security interest or hypothec therein, all as Client's attorney-in-fact, and such grant, being coupled with an interest, shall survive any bankruptcy or other insolvency of Client, (ii) Client shall give Provider at least 30 days' prior written notice of any change to its name, the location of its chief executive office or domicile, or the jurisdiction in which it is organized and/or registered or the location of the Equipment, (iii) Client agrees to keep complete and accurate records regarding all Collateral, and upon an Event of Default, to permit Provider to inspect the Equipment and such records and to make copies thereof at any reasonable time upon reasonable notice, (iv) Client agrees to obtain and furnish to Provider real estate, landlord and mortgagee waivers, upon request of, and in form satisfactory to, Provider, and (v) Client agrees to execute and deliver to Provider such further agreements, assignments, instruments and documents and to do all such other things as Provider may reasonably deem necessary or appropriate to assure Provider its security interest and hypothec hereunder.






10. **Client Representations.** Client represents to Provider that the execution, delivery and performance of this Agreement (including Exhibits) has been duly authorized by all necessary action of Client, and this Agreement (and each Exhibit) has been or, upon execution and delivery will be, duly executed and delivered by Client and constitutes the legal, valid and binding obligation of Client enforceable in accordance with its respective terms.

11. **Interim Equipment Deliveries.** Upon delivery to Client of each component of Equipment described herein, whether or not Client has accepted such component of Equipment, and whether or not the Lease Term in respect of such component of Equipment shall have commenced: (a) title to such component of Equipment shall pass directly from Supplier to Provider, and if any invoice, bill of sale or other document provides for title to any Equipment to go to Client, Client shall hold such title in trust and as nominee for Provider, with no beneficial interest therein, and shall convey its rights therein to Provider on its request; and (b) all matters not addressed by this Agreement relating to such component of Equipment shall be governed by the terms of the Lease (including, without limitation, insurance, maintenance, payment of taxes and indemnities) as if such component constituted "Equipment" under the Lease, with the understanding that all references to "Lessee" contained in the Lease shall be deemed references to the "Client" hereunder, and all references to "Lessor" contained in the Lease shall be deemed references to the "Provider" hereunder, whenever the terms of such Lease are applied thereto. Without limiting the foregoing, Client unconditionally assumes all risks related to each such component of Equipment and agrees to indemnify Provider for all taxes associated with each such component of Equipment. In addition to and without limiting the foregoing, if a Co-Client signs this Agreement, Section 35(j) of the Lease will apply to Client and Co-Client as if all references to "Lessee" contained therein were references to "Client" hereunder, and all references to "Co-Lessee" contained therein were references to "Co-Client" hereunder.

12. **Indemnity.** Client agrees to indemnify, defend and hold Provider and Provider's successors and assigns and their respective officers, directors, employees, agents and affiliates harmless from and against any and all losses, liabilities, costs and expenses (including, without limitation, legal fees and disbursement on a full indemnity basis, and all costs related to this Agreement or the enforcement of this Agreement) arising directly or indirectly from ownership of Equipment by Provider, including, without limitation, any claims of any nature by any Supplier or other third parties arising out of or relating to this Agreement, any Purchase Agreement or the Equipment, strict or vicarious liability and product liability and all such losses, liabilities, costs and expenses arising out of Client's failure to accept the Equipment and/or to lease the Equipment from Provider under the terms of the Lease.

13. **Provider Not Liable. Client unconditionally assumes all risks regarding the Equipment.** If any Equipment is not manufactured and delivered as and when required by the corresponding Purchase Agreement or is not timely or properly installed, does not operate as represented or warranted by the applicable Supplier, is lost, stolen, destroyed or damaged, or is unsatisfactory for any reason, Client shall make all claims pertaining to such Purchase Agreement or such Supplier solely against such Supplier and nevertheless shall pay Provider all amounts due under this Agreement. Provider shall have no liability to Client or any third party for any direct, indirect, special or consequential damages arising out of this Agreement, any Purchase Agreement, the Collateral or concerning the Equipment. No Supplier, nor any salesperson, agent or representative of any Supplier is authorized to waive or alter any term or condition of this Agreement, and no representation given by a Supplier as to any Equipment or any other matter shall in any way affect Client's duty to pay all amounts and satisfy all obligations under this Agreement.

14. **Non-Cancelable Agreement; No Offset.** This Agreement cannot be canceled or terminated by Client. Client's obligation to pay all amounts required under the terms of this Agreement when due is absolute and unconditional, and not subject to any abatement, deferment, reduction, setoff, defense, counterclaim, recoupment or other right which Client may have against Provider, the manufacturer or a Supplier of the Equipment, or anyone else, for any reason whatsoever.

15. **Governing Law; Venue; Waiver of Jury Trial.** This Agreement (except as set out below) shall be governed by the laws of the Province of Ontario; provided that the hypothecs created under Section 9(b), if applicable, and all rights and recourses relating to or arising under such hypothecs are subject to, and are to be governed by, the laws of the Province of Quebec. Client consents to the jurisdiction of any court located within Ontario, and waives any objection relating to improper venue or forum non conveniens. The respective rights and obligations under this Agreement shall inure to the benefit of and be binding upon Client's and Provider's successors and permitted assigns. The parties expressly waive any right to a trial by jury.

16. **Assignment; No Waiver.** This Agreement may not be assigned, transferred, mortgaged, sold, encumbered, pledged or otherwise disposed of by Client without Provider's prior written consent. Provider, without Client's consent or notice to Client, may assign or otherwise convey any of its interests under this Agreement to any Person. Any failure of Provider to require strict performance by Client or any waiver by Provider shall not constitute consent or waiver of any other breach of the same or of any other provision.

Nothing in this Agreement shall limit in any way Provider's rights and remedies under this or any other contract or agreement between Provider and Client, including the Lease.

17. **Currency Indemnity.** If, for the purposes of obtaining judgment in any court in any jurisdiction with respect to this Agreement, it becomes necessary to convert into a particular currency (the "Judgment Currency") any amount due under this Agreement in any currency other than the Judgment Currency (the "Currency Due"), then conversion shall be made at the rate of exchange prevailing on the Business Day before the day on which judgment is given. For this purpose "rate of exchange" means the rate at which Provider is able, on the relevant date, to purchase the Currency Due with the Judgment Currency in accordance with its normal practice at its head office in Toronto, Ontario. In the event that there is a change in the rate of exchange prevailing between the Business Day immediately preceding the day on which the judgment is given and the date of receipt by Provider of the amount due, Client shall, on the date of receipt by Provider, pay such additional amounts, if any, or be entitled to receive reimbursement of such amount, if any, as may be necessary to ensure that the amount received by Provider on such date is the amount in the Judgment Currency which when converted at the rate of exchange prevailing on the date of receipt by Provider is the amount then due under this Agreement in the Currency Due. If the amount of the Currency Due which Provider is so able to purchase is less than the amount of the Currency






Due originally due to it, Client shall indemnify and save Provider harmless from and against all loss or damage arising as a result of such deficiency. This indemnity shall constitute an obligation separate and independent from the other obligations contained in this Agreement, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by Provider from time to time and shall continue in full force and effect notwithstanding any judgment or order for a liquidated sum in respect of an amount due under this Agreement or under any judgment or order.

18. **Miscellaneous**. (a) The headings in this Agreement are for convenience only and will not affect the construction or interpretation hereof. Unless the context otherwise requires, words importing the singular include the plural and vice versa, and words importing gender include all genders. References in this Agreement to "including" mean "including, without limitation". Unless expressly provided otherwise, references to Sections in this Agreement are to Sections of this Agreement. The expressions "hereof", "hereto", "hereby", "herein", "hereunder" and similar expressions refer to this Agreement and not to any particular Section or other portions of this Agreement. Except as otherwise expressly provided herein, all dollar amounts referred to herein are stated in the lawful currency of Canada. Unless the context otherwise requires, all references herein to any statute or any provision thereof will include such statute or provision as it may be amended, restated, re-enacted or replaced from time to time.

(b) If more than one Person is named in this Agreement as Client or Co-Client, each such Person agrees as follows: (i) each reference to "Client" in this Agreement refers to each such Person; (ii) each such Person is liable under this Agreement on a joint and several basis; (iii) each such Person is obligated under this Agreement as principal, and not as guarantor; (iv) any one of such Persons may act for all of such Persons under this Agreement (including the giving of any consent by Client under this Agreement) and any such actions by any one of such Persons shall be binding on all of such Persons; (v) Provider will be fully discharged in respect of any of its obligations under this Agreement upon performance of that obligation in favour of any of such Persons; (vi) each representation, warranty, covenant and undertaking made by Client under this Agreement is made by each of such Persons on a joint and several basis; (vii) the occurrence of an Event of Default by or with respect to Client or any one of such Persons shall be deemed to be an Event of Default by all of such Persons; and (viii) a separate action or actions may be brought and prosecuted against any of such Persons whether an action is brought against one or more or all of such Persons or whether any other party is joined in any such action or actions. Each of such Persons waives any right to require Provider to proceed against any other party, proceed against or exhaust any security held by Provider from any other party, or pursue any other remedy in Provider's power.

(c) All payments required to be made by Client under or in connection with this Agreement (including any addendum or other document that is now or hereafter executed and delivered by Client in connection with this Agreement) will be made at the office of Provider specified in the Lease or to such other Person at such other place as Provider may from time to time designate in writing. Any notice or other communication required or permitted to be given under or in connection with this Agreement (including any addendum or other document that is now or hereafter executed and delivered by Client in connection with this Agreement) will be made in accordance with the terms of the Lease.

19. **Acknowledgement of Receipt and Provincial Waivers.** (a) Client acknowledges receiving a copy of this Agreement and, where permitted by law, waives all rights to receive from Provider a copy of any financing statement, financing change statement, verification statement or other similar instrument filed or issued at any time in respect of this Agreement.

(b) To the extent permitted by applicable law, Client unconditionally and irrevocably waives all of the rights, benefits and protections given by any present or future statute that imposes limitations on the rights, powers or remedies of a secured party or on the methods of, or the procedures for, realization of security, including any "seize or sue" or "anti-deficiency" statute or any similar provision of any other statute. Without limiting the generality of the preceding sentence, Client agrees that *The Limitation of Civil Rights Act* (Saskatchewan) will have no application to Provider's rights, powers or remedies under this Agreement or any other agreement renewing or extending or collateral hereto.

(c) This document and all related documents have been written in the English language at the express request of the parties. *Le présent document ainsi que tous documents s'y rattachant ont été rédigés en langue anglaise à la demande expresse des parties.*

Provider: Bank of Montreal

By: Tracy D'Acunto , Sales Associate
Authorized Signature and Title

Client: COLUMBIA NATIONAL STEEL PRODUCTS INC.

By: _____
Authorized Signature and Title

Signing officer

By: _____
Additional Authorized Signature and Title if Required

BMO Bank of Montreal

MASTER LEASE OF PERSONAL PROPERTY

Bank of Montreal ("Lessor")

GST/HST #: 100390095 RT0001
Man. PST #: 153267-7
Sask. PST #: 0917856
B.C. PST #: 1001-5284

And COLUMBIA NATIONAL STEEL PRODUCTS INC. ("Lessee")

Dated: March 15, 2023

Terms and Conditions of Master Lease of Personal Property

This Master Lease of Personal Property (together with any addenda and amendments made or attached to it from time to time, "this Master Lease") is effective as of the date set forth above, and is made and entered into by and between Lessor and Lessee, both identified above. If more than one party executes this Master Lease and any Lease Schedule as Lessee, each such Lessee shall be jointly and severally liable hereunder and thereunder and Section 35(j) shall apply. Capitalized terms used in this Master Lease and not otherwise defined herein shall have the respective meanings specified in Appendix A attached hereto or, if such capitalized terms are used in this Master Lease in relation to a Lease Schedule and not defined in this Master Lease, such terms shall have the meanings given to them in the applicable Lease Schedule. In the event of any conflict or inconsistency between the terms of a particular Lease Schedule and the terms of this Master Lease, the terms of such Lease Schedule will govern.

1. **LEASE.** Subject to the terms and conditions hereof, Lessor shall lease to Lessee and Lessee shall lease and rent from Lessor the items of personal property (together with all attachments, replacement parts, spare parts, substitutions, additions, repairs and accessories incorporated therein, and/or affixed thereto, referred to as "Equipment") as set forth in each Master Lease Schedule executed by the parties hereto pursuant to this Master Lease (each, together with any riders, addendums or other attachments referred to in such Master Lease Schedule, being referred to herein as a "Lease Schedule"), which shall incorporate by reference all of the terms and conditions of this Master Lease. By executing and delivering a Lease Schedule, Lessor leases the Equipment described therein to Lessee, and Lessee leases such Equipment from Lessor, in each case, subject to the terms and conditions in this Master Lease (except as specifically modified in such Lease Schedule) and such Lease Schedule. Each Lease Schedule, incorporating the terms and conditions of this Master Lease (except as specifically modified in such Lease Schedule) shall constitute a separate instrument of lease.

2. **TERM OF LEASE.** Except as expressly set forth herein, this Master Lease shall be non-cancelable so long as any Lease Schedule entered into pursuant to this Master Lease is continuing. Thereafter, this Master Lease may only be cancelled by Lessor in its sole discretion. The Basic Term with respect to each item of Equipment leased under a Lease Schedule shall commence on the date on which the Equipment described in such Lease Schedule is delivered to and accepted by Lessee, as evidenced by Lessee's delivery to Lessor of a signed delivery and acceptance certificate (a "Delivery and Acceptance Certificate") in such form as Lessor shall specify (the "Commencement Date"). Lessor and Lessee may agree under a Lease Schedule that the commencement of the Basic Term under such Lease Schedule may be a date after the Commencement Date and, in such a case, Lessee agrees to pay interim rent for the period from the Commencement Date to the commencement of the first rental period of the Basic Term as provided in the Lease Schedule.

3. **RENT.** Lessee agrees to pay Lessor (a) all Basic Rent during the Lease Term (including interim rent, as applicable) as and when specified in the applicable Lease Schedule, and (b) all other amounts payable in accordance with this Master Lease and such Lease Schedule ("Supplemental Rent", and together with the Basic Rent, collectively, the "Rent"). Payment of said Rent shall be made at the office of Lessor, 5750 Explorer Drive - 3rd Floor, Mississauga, ON L4W 0B1, or to such other Person at such other place as Lessor may from time to time designate in writing. Without limiting the generality of Section 15, all Sales Taxes imposed with respect to the Equipment, this Master Lease or any Lease Schedule or any payments hereunder or thereunder shall be added to the Rent and any other payments payable by Lessee.

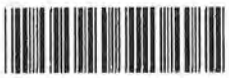
4. **REPRESENTATIONS, WARRANTIES AND AGREEMENTS OF LESSEE.** As of the date hereof and the date of each Lease Schedule, Lessee represents and warrants as follows: (a) Lessee has the form of business organization indicated on the signature

page to this Master Lease and is and will remain duly organized and existing in good standing under the laws of the jurisdiction of its formation and is duly qualified to do business wherever necessary to perform its obligations under this Master Lease, each Lease Schedule and wherever the Equipment is or will be located. Lessee's full legal name is as shown beneath Lessee's signature to this Master Lease or as set out in a written notice given by Lessee to Lessor pursuant to Section 34. Lessee's chief executive office or domicile is located in the province or territory shown beneath Lessee's signature to this Master Lease or as set out in a written notice given by Lessee to Lessor pursuant to Section 34. (b) The execution, delivery and performance of this Master Lease and each Lease Schedule have been duly authorized by all necessary action of Lessee. (c) This Master Lease and each Lease Schedule have been duly executed and delivered by Lessee and constitute legal, valid and binding obligations of Lessee, enforceable in accordance with their respective terms. (d) The execution, delivery and performance of this Master Lease and each Lease Schedule do not require any equity holder approval or approval of, or giving notice to, any governmental authority, and will not contravene any applicable law or the organizational documents of Lessee, or contravene the provisions of, or constitute a default under, any indenture, instrument or other agreement to which Lessee is a party or by which Lessee or its assets may be bound. (e) There is no action or proceeding before any court, arbitrator, administrative agency or other governmental authority pending or threatened against or affecting Lessee that (i) involves the Equipment or the transactions contemplated by this Master Lease or any Lease Schedule, or (ii) if adversely determined, could have a material adverse effect on the financial condition, business or operations of Lessee. (f) No "event of default" (as defined in the applicable agreement, judgment or other undertaking) or similar event exists under any material mortgage, indenture, contract, agreement, judgment or other undertaking to which Lessee is a party or by which Lessee or its assets may be bound. (g) No Default or Event of Default has occurred and is continuing. (h) The present fair market value of the assets of Lessee exceeds its liabilities, and Lessee is presently paying its debts and other obligations as they become due.

5. SELECTION OF EQUIPMENT; NO WARRANTIES BY LESSOR AS TO MERCHANTABILITY OR FITNESS.

(a) LESSEE ACKNOWLEDGES THAT LESSOR IS PROVIDING A FINANCING SERVICE TO LESSEE, AND THAT LESSEE (A) HAS SELECTED THE TYPE, QUANTITY, MANUFACTURER AND SUPPLIER OF THE EQUIPMENT, (B) HAS REQUESTED LESSOR TO PURCHASE THE EQUIPMENT FOR LEASING TO LESSEE, (C) HAS NOT RELIED ON LESSOR'S SKILL OR JUDGEMENT IN ANY WAY IN SELECTING THE EQUIPMENT, MANUFACTURER OR SUPPLIER AND (D) LESSOR HAS THE RIGHT TO ACCEPT OR REJECT, IN LESSOR'S SOLE DISCRETION, ANY REQUEST BY LESSEE FOR LESSOR TO PURCHASE AND LEASE ANY EQUIPMENT PURSUANT TO THIS MASTER LEASE. LESSEE ACKNOWLEDGES AND AGREES THAT (I) THE EQUIPMENT AND EACH PART OR UNIT THEREOF IS OF A DESIGN, SIZE, QUALITY AND CAPACITY REQUIRED BY LESSEE AND IS SUITABLE FOR ITS PURPOSES AND (II) LESSOR IS NOT A MANUFACTURER OR DEALER IN PROPERTY OF SUCH KIND. LESSOR LEASES AND LESSEE TAKES EACH ITEM OF EQUIPMENT ON AN AS IS BASIS AND LESSEE ACKNOWLEDGES THAT LESSOR HAS NOT MADE AND DOES NOT HEREBY MAKE OR PROVIDE ANY REPRESENTATION, WARRANTY, CONDITION OR COVENANT, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE; AND LESSOR DOES HEREBY SPECIFICALLY DISCLAIM ANY REPRESENTATION, WARRANTY OR CONDITION, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, OF MERCHANTABILITY OR FITNESS, OR WITH RESPECT TO THE DESIGN, CONDITION, QUALITY, WORKMANSHIP, DURABILITY, CAPABILITY OR SUITABILITY OF THE EQUIPMENT OR AGAINST ANY PATENT OR LATENT DEFECTS THEREIN (WHETHER OR NOT DISCOVERABLE) OR THE ABSENCE OF INFRINGEMENT UPON ANY PATENTS, COPYRIGHTS, TRADEMARKS, LICENSES, INDUSTRIAL DESIGNS, OR OTHER INTELLECTUAL PROPERTY RIGHTS OR CONFORMITY OF THE EQUIPMENT TO THE SPECIFICATIONS THEREFOR. ALL SUCH RISKS, AS BETWEEN LESSOR AND LESSEE, SHALL BE BORNE BY LESSEE. LESSEE SPECIFICALLY WAIVES ANY CLAIM AGAINST LESSOR FOR ANY LIABILITY, CLAIM, LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR NATURE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT OR THE INADEQUACY THEREOF FOR ANY PURPOSE OR FOR ANY DEFICIENCY OR DEFECT THEREIN, OR FOR ANY REPAIRS, SERVICING OR ADJUSTMENTS THERETO, OR ANY LOSS OF BUSINESS OR PROFIT, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES OR FOR ANY OTHER DAMAGE WHATSOEVER OR HOWSOEVER CAUSED, WHETHER ARISING AS A RESULT OF TORT, BREACH OF CONTRACT OR OTHERWISE. LESSEE FURTHER AGREES TO ACCEPT DELIVERY OF THE EQUIPMENT AND THAT THE VALIDITY OF THIS MASTER LEASE AND ANY RELATED LEASE SCHEDULE SHALL NOT BE AFFECTED BY ANY DELAY IN SHIPMENT BY THE SUPPLIER. NO DEFECT OF THE EQUIPMENT SHALL RELIEVE LESSEE OF THE OBLIGATION TO PAY RENT OR THE PERFORMANCE OF OTHER TERMS OF THIS MASTER LEASE AND ANY RELATED LEASE SCHEDULE. LESSEE HEREBY AUTHORIZES LESSOR TO ADD TO THE LEASE SCHEDULE THE SERIAL NUMBER OF EACH ITEM OF EQUIPMENT DELIVERED, THE DATE OF SHIPMENT AND OTHER MATERIAL INFORMATION.

(b) So long as no Event of Default has occurred, Lessee may exercise Lessor's rights, if any, under any warranty with respect to the Equipment. Lessee's exercise of such rights shall be at its sole risk, shall not result in any prejudice to Lessor, and may be






exercised only during the Lease Term. Lessee shall not attempt to enforce any such warranty by legal proceedings, without Lessor's prior written approval.

6. CONDITIONS PRECEDENT. Without limiting Lessor's right to reject any request by Lessee to lease Equipment, Lessor's agreement to lease any Equipment under a Lease Schedule is conditioned upon Lessor's determination that all of the following have been satisfied: (a) Lessor having received, to the extent required by Lessor, the following in form and substance satisfactory to Lessor: (i) all purchase documents pertaining to the Equipment as Lessor may reasonably request; (ii) evidence as to Lessee's compliance with the insurance provisions of Section 14; (iii) Lien searches in the jurisdiction where the Equipment will be located and where Lessee has its chief executive office and domicile, and in such other jurisdictions as determined by Lessor, in each case, demonstrating the absence of any competing PPSA filings or other filings relating to a Lien which could affect the Equipment; (iv) filing of PPSA financing statements and such other filings required by Lessor; (v) evidence satisfactory to Lessor of the authority of any Person executing any document on behalf of Lessee; (vi) good standing certificates or other certificates of like effect of Lessee in its jurisdiction of formation and in each jurisdiction where Equipment will be located; (vii) the one manually executed original to the Lease Schedule and each addendum thereto, which shall be labeled as the "original" thereof and serve as the original copy thereof for all purposes (all other manually executed copies shall be labeled as "duplicates"); (viii) if the obligations are to be guaranteed, an executed guarantee and evidence satisfactory to Lessor of the authority of any Person executing any document on behalf of each guarantor; and (ix) such other documents and instruments as Lessor may reasonably require. (b) All representations and warranties provided by Lessee in favour of Lessor in this Master Lease and in each Lease Schedule shall be true and correct on the effective date of such Lease Schedule (Lessee's execution and delivery of each Lease Schedule shall constitute Lessee's certification of the same). (c) No Default or Event of Default under this Master Lease or any Lease Schedule or any other agreement between Lessor and Lessee shall exist. (d) The applicable Lease Schedule shall have been executed and delivered and the Equipment described therein shall have been delivered to and accepted by Lessee, as evidenced by the execution and delivery of the relevant Delivery and Acceptance Certificate, and on the Commencement Date of such Lease Schedule, Lessor shall have obtained good title to the Equipment described therein, free and clear of any Liens.

7. LEASE DEPOSIT. Lessor acknowledges that Lessee will pay, with the execution of a Lease Schedule, the sum specified under "Lease Deposit" in such Lease Schedule, to be held by Lessor as a security deposit and not as an advance rental payment. The Lease Deposit is not a bank deposit and is not insured, and may be commingled with Lessor's other assets. If Lessee, at the expiration of a Lease Schedule or any extension thereof, shall not be in default under such Lease Schedule or this Master Lease or under any other lease or contract in effect between the parties, and shall have paid to Lessor all amounts due to Lessor specified in such Lease Schedule, and shall have returned to Lessor the Equipment in the condition provided in Section 12, or made such other disposition thereof as may be directed by Lessor, Lessor shall thereupon refund to Lessee the Lease Deposit without interest. In the event, however, of any Default or Event of Default at any time in any of the terms, provisions and conditions of this Master Lease, each Lease Schedule or any other lease or contract between the parties, or should Lessee fail to return the Equipment in the condition and at the time required under Section 12, Lessor may, but shall not be obligated to, apply the Lease Deposit to cure (in whole or in part) such Default or Event of Default, in which event Lessee shall promptly restore the Lease Deposit to the full amount specified in such Lease Schedule. Lessor shall also have the right and privilege, at its discretion, to apply the Lease Deposit or any portion thereof to any other lease(s) and/or contract(s) outstanding between Lessor and Lessee to cure a default in such other lease(s) and/or contract(s) or to apply to any deficiency arising out of such other lease(s) and/or contract(s).

8. LOCATION AND RIGHT OF INSPECTION. The Equipment at all times shall be located at the address of Lessee specified in the corresponding Lease Schedule or such other place in Canada as shall be mutually agreed upon between Lessor and Lessee; provided that any trucks or trailers forming part of the Equipment may be used for trips of reasonable duration to the continental United States for Lessee's business purposes so long as they remain based at the location specified in the Lease Schedule. Lessee is strictly prohibited from allowing any of the Equipment to cross the U.S./Mexican border into Mexico or be located in Mexico. Lessor shall at any and all times during business hours have the right to enter into and upon the premises where the Equipment may be located for the purpose of inspecting the same or observing its use. Lessor shall also be granted access to Lessee's records relating to the maintenance and use of the Equipment and shall have the right to inspect and make copies of the same. Lessee shall not move the Equipment from the location specified in the Lease Schedule, except with the prior written consent of Lessor, which consent may be withheld in Lessor's sole and absolute discretion. Lessee shall promptly advise Lessor in writing of any circumstances which may in any manner affect any item of Equipment or in any manner affect Lessor's title thereto.

9. TITLE AND USE. Title to all of the Equipment shall at all times be vested solely in Lessor or its assignee, and Lessee shall have no interest or claims thereto or therein except to use same as provided in the relevant Lease Schedule and herein; provided that Lessee acknowledges that ownership of software or other licensed products may be held by some third party, but that Lessee's right to use such software or other licensed products has been obtained by Lessor and is also subject to the terms and conditions of this Master Lease and the related Lease Schedule. Lessee shall, however, unless a Default or Event of Default shall occur and be continuing as






hereinafter provided, have the right to possession of said Equipment and the quiet enjoyment thereof. Lessee shall if directed by Lessor affix to the Equipment in a prominent place and maintain thereon any labels, plates or other identifying markings indicating that the Equipment is the property of Lessor. Lessee shall keep the Equipment free from any and all Liens (other than the rights of Lessor and Lessee under this Master Lease and the Lease Schedules), and shall not do or permit anything whereby Lessor's title or rights may be encumbered or impaired. If Lessee has made a deposit to the Equipment supplier, Lessee agrees that upon refund of those funds from Lessor that Lessee shall have no interest in the Equipment other than the right to use same as provided elsewhere in the relevant Lease Schedule and herein and that title to the Equipment will pass directly from the supplier to Lessor.

10. OPERATION OF EQUIPMENT. Lessee shall at all times use and operate the Equipment (i) only in the normal course of its business, (ii) only for the purposes for which the Equipment was designed and intended, (iii) in compliance with all laws, rules, regulations, requirements and orders of all governing authorities having jurisdiction with respect to the use, maintenance, condition, possession or operation of the Equipment and (iv) in accordance with the manufacturer's recommendations and all maintenance and operating manuals or service agreements, whenever furnished or entered into as required to protect the warranty, including any subsequent amendments or replacements thereof, issued by the manufacturer. Lessee shall not, at any time, permanently discontinue the use of the Equipment during the Lease Term. Lessee assumes all risks and liability for the Equipment and for the use, possession, control, operation, maintenance, storage and condition thereof, and for injuries or death resulting to persons and damage resulting to property arising from or incident to such use, operation, possession, control, maintenance, storage and condition, whether such injuries, death or damage be to agents or employees of Lessee or their property, or to third parties or their property.

11. GENERAL INDEMNITY.

(a) Lessee shall promptly indemnify and save and hold harmless Lessor and its Affiliates, its and their respective successors and assigns, and its and their respective officers, directors, employees and agents (each, an "Indemnified Person") from, and defend each Indemnified Person against, any and all Claims of whatsoever nature relating to, arising out of or attributable to (i) the acquisition, ownership, manufacture, delivery, installation, acceptance, return, purchase by Lessee under any purchase option, use, possession, control, operation, maintenance, storage and condition of the Equipment and (ii) this Master Lease, each Lease Schedule, the enforcement hereof and thereof and the transactions contemplated hereby and thereby. This indemnity, and all other indemnities of Lessee in this Master Lease and in each Lease Schedule, shall survive the expiration or earlier termination of this Master Lease and each Lease Schedule.

(b) Lessor shall notify Lessee of any Claim as to which indemnification is sought under this Section 11; provided that the failure to give such notice shall not release Lessee from any of its obligations under this Section 11. In any action, suit or proceeding involving an Indemnified Person in connection with any Claim, Lessee shall, upon Lessor's request and at Lessee's expense, defend such action, suit or proceeding, or cause the same to be defended by counsel selected by Lessor (which counsel shall be reasonably acceptable to Lessee). In connection with any Claim for which indemnification is sought under this Section 11, in no event shall Lessee have the right to compromise or settle such Claim unless Lessee (i) shall have received the prior written consent of Lessor, such consent to be in Lessor's sole and absolute discretion, and (ii) agrees in writing to pay the amount of such settlement or compromise.

12. RETURN OF EQUIPMENT.

(a) Unless Lessee has duly exercised any available purchase option, upon expiration and/or earlier termination of each Lease Schedule, Lessee shall at its expense, immediately return the applicable Equipment (together with maintenance records and operating manuals relating thereto) to Lessor at such place as Lessor may designate. All Equipment, when returned to Lessor shall be (i) in the same condition and appearance as when received by Lessee (ordinary wear and tear from proper use excepted), (ii) in good working order for the original intended purpose of the Equipment, (iii) free and clear of all Liens and (iv) in the condition otherwise required by this Master Lease and the applicable Lease Schedule, including the provisions of Section 13. As required by Lessor, the Equipment shall be de-installed, disassembled and crated by an authorized manufacturer's representative or such other service Person satisfactory to Lessor. To the extent that any portion of the Equipment consists of software or other licensed products, Lessee will return all tangible items of software (and Lessor shall have the right to retake possession thereof to the same extent as it would for any other Equipment), and will destroy all intangible items of software and will not use the software after termination.

(b) In the event any Equipment is not returned as hereinabove provided at the expiration of the Lease Term with respect thereto, Lessee may retain custody and control of such Equipment so long as Lessee is diligently working to remedy any condition delaying such return, it being understood and agreed that (i) the covenants of Lessee under this Master Lease and the related Lease Schedule (including those pertaining to indemnities, Liens, maintenance and insurance) shall continue with respect to such Equipment until such return and (ii) regardless of whether the delay shall be attributable to Lessee, Lessee shall pay to Lessor, for each day from






and after the expiration of such Lease Term, per diem Basic Rent in an amount equal to 125% of the last prevailing rental rate under the applicable Lease Schedule. The provision for payment pursuant to the immediately preceding sentence shall not abrogate Lessor's right under Section 12(a) to have such Equipment timely returned to it hereunder.

13. REPAIRS AND ALTERATIONS. Lessor shall not be obligated to service the Equipment or make any repairs or replacements. Lessee shall not incur for Lessor's account or liability any expense for service, repairs, or replacements without Lessor's prior written consent. Lessee shall at its own cost and expense maintain, repair and keep each item of Equipment (i) in good repair and operating condition, ordinary wear and tear from proper use excepted, (ii) in accordance with the manufacturer's recommendations and all maintenance and operating manuals or service agreements, whenever furnished or entered into as required to protect the warranty, including any subsequent amendments or replacements thereof, issued by the manufacturer, (iii) in a manner consistent with maintenance practices used by Lessee in respect of equipment owned or leased by Lessee similar in type to such item and without discrimination between owned and leased equipment and (iv) in compliance with all laws, rules, regulations, requirements and orders of all governing authorities having jurisdiction with respect to the use, maintenance, condition, possession or operation of the Equipment. All additions, improvements and replacements shall become the property of Lessor and shall be deemed to be a part of the Equipment.

14. INSURANCE.

(a) For each Lease Schedule, Lessee shall at its own expense, and in a form approved by Lessor, obtain and maintain: (i) an "all risks" property insurance policy for the full replacement cost of the Equipment as determined by Lessor, or such other property insurance in form and amount as agreed in the applicable Lease Schedule, said policy to identify Lessor as loss payee for its interests; (ii) commercial general liability insurance, naming Lessor as additional insured including coverage for bodily injury, property damage, products/completed operations and broad form contractual liability for all obligations undertaken under this Master Lease and such Lease Schedule and insuring against all claims, demands or actions arising out of or in connection with the use, operation or maintenance of the Equipment specified in the Lease Schedule and covering the full operation thereof, with the limits of such policy or policies to be in an amount not less than $2,000,000 CA per occurrence, unless other limits are agreed to in the Lease Schedule. In the event that Lessee has less than the above stated limits for commercial general liability insurance, but has an umbrella policy covering the same risks and providing coverage in excess of the above stated limits either alone or in combination with the amount of coverage provided under Lessee's commercial general liability insurance policy, Lessee may, as an alternative to the extent such umbrella policy covers the same risks and provides such coverage, name Lessor as additional insured on the umbrella policy; (iii) if requested by Lessor, procure and maintain such other insurance, including products liability insurance in such an amount as shall be required by Lessor, and coverage for all Claims for injury to any worker, employee, or agent of Lessee arising out of use, operation or maintenance of the Equipment.

(b) Additional insurance requirements are as follows: (i) each insurer shall waive any rights of subrogation against Lessor or any other deduction, whether by attachment or otherwise, in respect of any liability of Lessee, (ii) each insurer shall agree, by endorsement upon the policy or policies issued by it or by independent instrument furnished to Lessor, that it will give Lessor thirty (30) days' written notice before the policy in question shall be cancelled or insurance reduced below lease requirements, and (iii) Lessee shall furnish Lessor with certificates or other satisfactory evidence of maintenance of the insurance required hereunder and with respect to any renewal policy or policies shall furnish certificates evidencing such renewal not less than 30 days prior to the expiration date of the original policy or renewal policies.

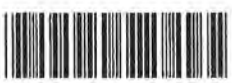
(c) The proceeds of insurance shall, at the option of Lessor, be applied: (i) toward the replacement, restoration or repair of the Lease Schedule's Equipment, or (ii) toward payment of the obligations of Lessee under this Master Lease (including under Section 17) or such Lease Schedule.

(d) Lessor's Right to Procure Insurance. In case of failure of Lessee to procure or maintain insurance as herein specified, Lessor shall have the right, but shall not be obligated, to effect such insurance (including with insurers who may be affiliated with Lessor or with whom Lessor has a referral or other relationship), and in such event, the cost thereof shall be repaid to Lessor with the next installment of Rent due under the Lease Schedule, and failure to repay the same shall carry with it the same consequence as any other failure to pay Rent, including interest as provided in Section 22.

15. TAXES.

(a) Lessee shall keep the Equipment free and clear of all levies and Liens and, without limiting Section 15(b), shall promptly pay or reimburse Lessor (on a net after-tax basis) for, and shall indemnify Lessor against, all license fees, registration fees, assessments, charges and taxes of any nature (municipal, provincial and federal), including personal property taxes, if any, and Sales



Taxes (other than (i) taxes on or measured solely by the net income or capital of Lessor or (ii) Sales Taxes payable by Lessor that are recoverable by Lessor by way of input tax credit or refund) which may now or hereafter be imposed in connection with this Master Lease, any related Lease Schedule, any payments hereunder or thereunder, acquisition, ownership, possession or use of the Equipment, and including any penalties, interest, or delinquency charges accruing by reason of Lessee's nonpayment. In addition, Lessee shall pay all expenses including legal fees and disbursements on a full indemnity basis where, with Lessor's consent, the validity or amount of any tax or assessment shall be challenged. For greater certainty, and without limitation, Lessee's obligation to pay Sales Taxes is separate from and additional to its obligation to pay Rent, and Lessor may change the amount of Sales Taxes required to be paid under this Master Lease or any Lease Schedule to reflect changes in applicable rates or otherwise as required by the relevant taxing authority.

(b) Lessee shall pay promptly to Lessor when due, all taxes, fees and assessments, including license and registration fees, Sales Taxes, property, gross receipts, excise, transaction, ad valorem, privilege, intangible, stamp or other taxes or charges, together with any fines, penalties or interest thereon (unless such fines, penalties or interest arise solely from the gross negligence or willful misconduct of Lessor) now or hereafter imposed by any governmental body, upon or with respect to, any of the Equipment or the acquisition, use, possession, ownership, leasing, operation, delivery, disposition or return thereof, or the Rent hereunder (other than (i) taxes on or measured solely by the net income or capital of Lessor or (ii) Sales Taxes payable by Lessor that are recoverable by Lessor by way of input tax credit or refund) (each an "Imposition"). Any Impositions or other amounts paid by Lessor upon the failure of Lessee to make such payments provided in this Section 15 shall be payable by Lessee to Lessor upon demand by Lessor. Lessee shall cooperate with Lessor, as Lessor shall reasonably request from time to time, to enable Lessor to file any required returns and statements and remit such Impositions and other amounts to the appropriate authorities. If a Claim is made against Lessor for taxes with respect to which Lessee may be liable, Lessor shall promptly give Lessee notice in writing of such Claim. Lessor's failure to provide such bills or notice shall not in any manner affect Lessee's obligations under this Master Lease or any Lease Schedule to indemnify Lessor for payment of such Impositions except to the extent, if any, Lessee shall have been materially and adversely prejudiced by such failure; provided, however, that no such exception shall apply to the extent any Claim arose from Lessee's failure to comply with its obligation to pay any necessary Imposition. Lessee, at the reasonable request of Lessor, shall assist Lessor in resolving any dispute with any taxing authorities with respect to the payment or non-payment of Impositions. Any taxes, penalties and interest that may be assessed against Lessor as a result of such contest, shall be payable by Lessee to Lessor upon delivery to Lessee of an invoice and/or a copy of any bill, notice, assessment or other evidence of such obligation received by Lessor from the applicable authority.

(c) For greater certainty, Lessor and Lessee agree that Lessor shall be treated for all Canadian federal, provincial and municipal tax purposes as the true owner and lessor of the Equipment and that Lessor shall be entitled to claim such capital cost allowance as is available to it as the true owner and lessor for Canadian federal and provincial tax purposes. The foregoing shall not prevent Lessor and Lessee from agreeing to make an election under section 16.1 of the *Income Tax Act* (Canada) or any provincial equivalent, if such an election is available and is agreed upon and provided for in any particular Lease Schedule.

16. PERFORMANCE OF OBLIGATIONS OF LESSEE BY LESSOR. In the event Lessee shall fail to promptly perform any of its obligations under any provision of this Master Lease or any Lease Schedule (including making any claim for, receiving payment of, and executing and endorsing all documents, cheques or drafts for loss or damage or returned or unearned premiums under any insurance policy), Lessor may, at its option, perform the same for the account of Lessee without thereby waiving any Default or Event of Default relating to such failure, and Lessee hereby grants Lessor a power of attorney to take any such action in the name of Lessee, including making any such claim, receiving any such payment and executing and endorse all such documents, cheques or drafts, and such grant, being coupled with an interest, shall survive any bankruptcy or other insolvency of Lessee. Any amount paid or expense (including reasonable legal fees and disbursements on a full indemnity basis), penalty or other liability incurred by Lessor in connection with such performance, together with interest, at the rate thereon equal to the lesser of (i) of eighteen percent (18%) per annum or (ii) the maximum rate as shall then be permitted by applicable law until paid by Lessee to Lessor, shall be payable by Lessee upon demand as additional Rent for the Equipment.

17. LOSS AND DAMAGE. Lessee shall bear the entire risk of loss, theft, confiscation, taking, damage or destruction (in whole or in part) of the Equipment from any cause whatsoever; and no loss, theft, damage or destruction of the Equipment shall relieve Lessee of the obligation to pay Rent or of any other obligation under this Master Lease or the related Lease Schedule. In the event of damage to any item of Equipment that shall not constitute an Event of Loss, Lessee shall promptly place the same in the condition and repair required by this Master Lease. If Lessee determines that any item of Equipment has suffered an Event of Loss, Lessee shall promptly notify Lessor in writing of such Event of Loss. Promptly thereafter, Lessee, at the option of Lessor, will: (a) replace the item of Equipment suffering the Event of Loss with equipment of the same type, in the same condition as (assuming the Equipment being replaced was in compliance with the terms hereof), and with a greater or equal utility, fair market value and remaining useful life as the replaced Equipment, with clear title therein in Lessor, or (b) pay Lessor in cash all of the following: (i) all Rent, Supplemental






Rent and other amounts then owed by Lessee to Lessor under this Master Lease or the Lease Schedule relating thereto up to and including the Rent Payment Date following such Event of Loss, plus (ii) the Stipulated Loss Value (as set forth in the applicable Lease Schedule) plus (iii) all applicable Sales Taxes. Upon Lessor's receipt of such payment, Lessee shall be entitled to whatever interest Lessor may have in said item of Equipment, on an AS IS BASIS.

18. DEFAULT.

(a) An event of default ("Event of Default") shall occur hereunder and under a Lease Schedule if: (i) Lessee fails to pay any Rent or other amount provided in such Lease Schedule within ten (10) days after the same is due and payable, or (ii) Lessee fails to perform any other term, condition or obligation set forth herein or under such Lease Schedule and, if curable, such failure shall continue unremedied for a period of ten (10) days after notice thereof from Lessor, or (iii) Lessee dies or ceases to exist, or sells, transfers or otherwise disposes of (or attempts to sell, transfer, or otherwise dispose of) all or substantially all of its assets, or a Change in Control occurs, or (iv) Lessee suspends business, becomes insolvent, makes an assignment for the benefit of creditors, enters into or petitions for a creditor's arrangement or is generally not paying, or admits in writing its inability to pay, its debts as they become due, or (v) the commencement of any bankruptcy, insolvency, receivership, arrangement or similar proceeding by or against Lessee or any of its properties or business (unless, if involuntary, the proceeding is dismissed within sixty (60) days of the filing thereof) or the rejection of this Master Lease or any Lease Schedule in any such proceeding, or (vi) an attachment shall be levied against any of Lessee's property or leased equipment or a receiver shall be appointed for any of Lessee's property, or (vii) Lessee fails to use the Equipment strictly in compliance with all municipal, provincial and federal legal and regulatory agency requirements, or (viii) any guarantor of this Master Lease and/or any Lease Schedule defaults on any obligation to Lessor or any of the Events of Default listed in clauses (iii) through (vi) occurs with respect to any guarantor or any such guarantor disclaims or repudiates its obligations as guarantor hereunder, or (ix) Lessee attempts to remove, sell, transfer, encumber or sublet the Equipment or any item thereof without the prior written consent of Lessor, or (x) if Lessee fails to pay any rent or other amount due under any other lease, contract or lease schedule (including any Lease Schedule) to which it is a party, whether heretofore or hereafter entered into, within ten (10) days after the same is due and payable, or if any other event of default occurs under any other note, lease, contract, borrowing or agreement to which Lessee or any guarantor is a party, including those between Lessee or any guarantor and Lessor or any of its Affiliates, or (xi) any representation or statement made by Lessee, its subsidiaries or successors in connection with this Master Lease and/or any Lease Schedule is false or misleading in any material respect, or (xii) Lessee breaches any warranty contained herein.

(b) Upon the occurrence of an Event of Default with respect to any Lease Schedule, Lessor, at its option (in its sole discretion), may exercise any one or more of the following remedies with respect to such Lease Schedule and any or all other Lease Schedules (all such Lease Schedules in respect of which remedies are being exercised being collectively referred to herein as the "applicable Lease Schedules"): (i) proceed at law or in equity to enforce specifically Lessee's performance under the applicable Lease Schedules or to recover damages, (ii) declare each applicable Lease Schedule in default and cancel all of Lessee's rights under each such applicable Lease Schedule as to any or all items of Equipment specified therein, or otherwise cancel Lessee's right to use such Equipment and Lessee's other rights, but not its obligations, thereunder, (iii) declare all sums due under each applicable Lease Schedule immediately due and payable, (iv) whether or not Lessor has canceled any applicable Lease Schedule, sue for and recover all Rents and other amounts thereafter accruing under each applicable Lease Schedule as the same become due (without taking into account any termination of the applicable Lease Schedules), including all Impositions described in Section 15, (v) take possession of such Equipment and, for the purpose thereof, enter the premises on which such Equipment is located without notice, court order or other process of law (damages occasioned by such taking are expressly waived by Lessee), and thereupon Lessee's right to possession and use of such Equipment shall terminate, but Lessee shall be and remain liable for all of its obligations in respect of each such applicable Lease Schedule, including damages arising as a result of such Event of Default and termination, (vi) sell, lease or otherwise dispose of any or all items of such Equipment at public or private sale or lease, with or without notice to Lessee, for cash or on credit and to such Persons and upon such terms, as Lessor shall elect, and apply or retain the net proceeds of such disposition to reduce any amounts due to Lessor, in such order as Lessor may decide, with Lessee remaining liable for any deficiency, (vii) demand and recover from Lessee, with respect to all applicable Lease Schedules, all Liquidated Damages, and all Supplemental Rent whenever the same shall be due, and all Impositions thereon, (viii) terminate any obligation to provide further financing to Lessee or remit further vendor payments, and (ix) exercise any and all other remedies allowed by applicable law, including the PPSA. Upon the occurrence of the Event of Default described in Section 18(a)(iv) or (a)(v), (and without limitation to any other remedies available to Lessor) the remedies provided in Sections 18(b)(ii), (iii) and (vii) shall be automatically exercised with respect to all Lease Schedules, without any requirement of prior written notice to Lessee or any other demand, act or declaration by Lessor, the amounts described therein shall be immediately due and payable, and any obligation to enter into any additional Lease Schedule, to provide further financing to Lessee or to remit further vendor payments shall immediately terminate.

(c) As used herein, "Liquidated Damages" shall mean liquidated damages (all of which, Lessee hereby acknowledges, are a genuine pre-estimate of liquidated damages arising as a result of the applicable Event(s) of Default, and are reasonable in light of the






anticipated harm arising by reason thereof, and are not a penalty) in an amount equal to the sum of (A) any accrued and unpaid Rent under all applicable Lease Schedules as of the date Lessor recovers possession of the applicable Equipment (or, if Lessor determines that such Equipment will not be recovered or will not be recovered in full, as of the date of such determination), plus (B) the present value as of such date of (i) the total Basic Rent under each such applicable Lease Schedule for the then remaining term of such applicable Lease Schedule (determined without taking into account any termination of the applicable Lease Schedules), and (ii) Lessor's estimated residual value of the applicable Equipment for such applicable Lease Schedule, plus (C) any applicable Impositions thereon. Any amounts discounted to present value, shall be discounted at the rate of two percent (2%) per annum or such other discount rate as specified in the applicable Lease Schedule, compounded annually.

(d) No right or remedy conferred upon or reserved to Lessor by this Master Lease shall be exclusive of any other right or remedy herein or by law provided; all rights and remedies conferred upon Lessor by this Master Lease or by law shall be cumulative and in addition to every other right or remedy available to Lessor. In the event of any Default or Event of Default on the part of Lessee, Lessee shall pay, in addition to any late payment charges that may be due under Section 22, all costs, expenses and disbursements (including reasonable legal fees and disbursements on a full indemnity basis) incurred by Lessor in exercising its rights or remedies under this Master Lease or any Lease Schedule or enforcing any of the provisions or terms under this Master Lease or any Lease Schedule, including but not limited to costs of transportation, possession, storage, insurance, taxes, Lien removal, repair, refurbishing, advertising and brokers' fees, and all other pre-judgment and post-judgment enforcement related actions taken by Lessor or any actions taken by Lessor in any bankruptcy or insolvency proceeding involving Lessee, the Equipment, or any other Person.

19. NO ASSIGNMENT BY LESSEE. Without the prior written consent of Lessor, which consent may be withheld in Lessor's sole and absolute discretion, Lessee shall not (a) assign, transfer, mortgage, sell, encumber, pledge, hypothecate or otherwise dispose of any Lease Schedule, this Master Lease, the Equipment or any part thereof, or any interest therein, or (b) sublet or rent the Equipment or any part thereof or permit the Equipment or any part thereof to be used by anyone other than Lessee or Lessee's employees. Consent to any of the foregoing prohibited acts applies only in the given instance and is not a consent to any subsequent like act by Lessee or any other Person. The conditions hereof shall bind any permitted successors and assigns of Lessee. Any attempt to assign, transfer, mortgage, sell, encumber, pledge, hypothecate, sublease or otherwise dispose of the Equipment, any Lease Schedule or this Master Lease without Lessor's consent shall be void.

20. LESSOR'S ASSIGNMENT. Lessee acknowledges and agrees that Lessor may assign or sell all or part of the Equipment, any Lease Schedule and this Master Lease, or any amounts payable under any Lease Schedule and/or this Master Lease, to any Person, and that such assignee or buyer shall be entitled to all of the benefits of such Lease Schedule and/or this Master Lease, or the right to enter into any Lease Schedule pursuant to this Master Lease, and/or any interest therein including all credit and financial information that Lessee shall have theretofore or thereafter submitted to Lessor. In connection therewith, Lessee agrees: (a) to acknowledge in writing any such assignment upon receipt of written notice thereof; (b) to accept the directions, demands or consents of such assignee in place of those of Lessor; (c) to pay all Rent under the applicable Lease Schedule as directed by such assignee; (d) not to terminate such Lease Schedule or this Master Lease; and (e) not to assert against such assignee any defenses, setoffs or counterclaims which it may have against Lessor.

21. PERSONAL PROPERTY. The Equipment is, and shall at all times be and remain, personal property notwithstanding that the Equipment or any part thereof may now be, or hereafter become, in any manner affixed or attached to, or imbedded in, or permanently resting upon, real property or any building thereon, or attached in any manner to what is permanent by means of cement, plaster, nails, bolts, screws or otherwise. Lessee shall obtain and deliver to Lessor upon Lessor's request, any waivers (including any landlord and mortgagee waivers), releases and other records from the holder of any interest in the real property upon which the Equipment may be located.

22. LATE PAYMENT. Should Lessee fail to pay any part of the Rent or any other sum required to be paid by Lessee to Lessor under any Lease Schedule and/or this Master Lease within 10 days after the due date thereof, Lessee shall pay to Lessor on demand interest, calculated and payable both before and after maturity, demand and default, on such delinquent payment from the due date thereof until paid, at the rate equal to eighteen percent (18%) per annum, and with interest on overdue interest at the same rate.

23. OFFSET. Lessee hereby waives any and all existing and future claims and offsets against any Rent or other payments due under any Lease Schedule and this Master Lease, and agrees to promptly pay the Rent and other amounts due under such Lease Schedule and this Master Lease in full, regardless of any offset or claim which may be asserted by Lessee or on its behalf. Lessee further acknowledges that neither the manufacturer nor the vendor of the Equipment, including their agents and employees, were or are the agent or under the supervision of Lessor, nor was or is Lessor in any manner the agent of the manufacturer or the supplier.






24. NON-WAIVER. Time is of the essence. Lessor's failure at any time to require strict performance by Lessee of any of the provisions of any Lease Schedule and this Master Lease shall not waive or diminish Lessor's right thereafter to demand strict compliance therewith or with any other provision of such Lease Schedule and this Master Lease. Waiver of any Default or Event of Default by Lessor shall not waive any other Default or Event of Default. No covenant or condition of this Master Lease may be waived, amended or modified except by the written consent of Lessor.

25. NET LEASE; NO ABATEMENT IN RENT. Each Lease Schedule is a non-cancelable net lease. All costs, expenses and other liabilities associated with the Equipment shall be borne solely by Lessee. Lessee's obligation to pay Rent under each Lease Schedule is absolute and unconditional, and not subject to any abatement, deferment, reduction, setoff, defense, counterclaim, recoupment or other right which Lessee may have against Lessor, the manufacturer or vendor of the Equipment, or anyone else, for any reason whatsoever. No Lease Schedule shall terminate, except as expressly provided herein, nor shall the obligations of Lessee be affected by reason of any defect or damage to, or any destruction, loss, theft, forfeiture, governmental requisition or obsolescence of any Equipment, regardless of cause.

26. NOTICES. All demands, notices, requests, consents, waivers and other communication under this Master Lease and any Lease Schedule shall be in writing and shall be deemed to have been duly given when personally delivered or three (3) Business Days after being deposited in the mail, postage prepaid, or the Business Day after delivery to a recognized overnight courier, charges prepaid, or when sent by facsimile transmission (with confirmation of receipt), addressed to each party at the address or fax number set forth below the signature of such party on the signature page to this Master Lease or applicable Lease Schedule, or to such other address or fax number as may hereafter be furnished in writing by such party to the other.

27. CURRENCY INDEMNITY. If, for the purposes of obtaining judgment in any court in any jurisdiction with respect to this Master Lease or any Lease Schedule, it becomes necessary to convert into a particular currency (the "Judgment Currency") any amount due under this Master Lease or any Lease Schedule in any currency other than the Judgment Currency (the "Currency Due"), then conversion shall be made at the rate of exchange prevailing on the Business Day before the day on which judgment is given. For this purpose "rate of exchange" means the rate at which Lessor is able, on the relevant date, to purchase the Currency Due with the Judgment Currency in accordance with its normal practice at its head office in Toronto, Ontario. In the event that there is a change in the rate of exchange prevailing between the Business Day immediately preceding the day on which the judgment is given and the date of receipt by Lessor of the amount due, Lessee shall, on the date of receipt by Lessor, pay such additional amounts, if any, or be entitled to receive reimbursement of such amount, if any, as may be necessary to ensure that the amount received by Lessor on such date is the amount in the Judgment Currency which when converted at the rate of exchange prevailing on the date of receipt by Lessor is the amount then due under this Master Lease or any Lease Schedule in the Currency Due. If the amount of the Currency Due which Lessor is so able to purchase is less than the amount of the Currency Due originally due to it, Lessee shall indemnify and save the Lessor harmless from and against all loss or damage arising as a result of such deficiency. This indemnity shall constitute an obligation separate and independent from the other obligations contained in this Master Lease and any Lease Schedule, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by Lessor from time to time and shall continue in full force and effect notwithstanding any judgment or order for a liquidated sum in respect of an amount due under this Master Lease or any Lease Schedule or under any judgment or order.

28. SUCCESSORS; SURVIVAL. The Lease Schedule and this Master Lease shall be binding upon and inure to the benefit of the heirs, administrators, successors and permitted assigns of the parties hereto. Lessee's representations and warranties, indemnities and reimbursement obligations shall survive the termination, cancellation or expiration of each Lease Schedule and this Master Lease.

29. FINANCIAL STATEMENTS. Lessee agrees that for so long as any item of Equipment shall be leased under this Master Lease, Lessee shall deliver or cause to be delivered to Lessor (a) as soon as practicable, and in any event within 45 days after the end of each quarterly period (other than the fourth quarterly period) for each fiscal year of Lessee, the balance sheet of Lessee as of the end of such quarterly period together with the related statements of income and expenses for such quarterly period, all in reasonable detail and prepared in accordance with generally accepted accounting principles consistently applied throughout the period involved, and certified by Lessee's chief financial officer; and (b) as soon as practicable, and in any event within 90 days after the close of each fiscal year of Lessee, the audited balance sheet of Lessee as of the end of such fiscal year together with related statements of income and surplus for such fiscal year, all in reasonable detail and prepared in accordance with generally accepted accounting principles consistently applied throughout the period involved, and certified by a chartered accountant or chartered professional accountant acceptable to Lessor.

30. COMPLIANCE. Lessee agrees to promptly furnish to Lessor all documentation and other information requested by Lessor, including regarding Lessee, its directors, authorized signing officers, direct or indirect shareholders or other Persons in control of Lessee, and the transactions contemplated hereby, which may be required under present or future "know your customer", anti-money






laundering, anti-terrorist financing, anti-corruption and government sanction laws, whether within Canada or elsewhere, including without limitation *The Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada). Lessee is and will remain in full compliance with all such laws, including ensuring that no Person who owns a controlling interest in or otherwise controls Lessee is or shall be (and if they are, immediately notifying Lessor thereof) a designated Person under any regulations made under the *United Nations Act* (Canada), the *Special Economic Measures Act* (Canada), the *Criminal Code* (Canada) or any other present or future laws in Canada or elsewhere addressing anti-money laundering, anti-terrorist financing, anti-corruption or government sanction laws.

31. VEHICLES. If any item of Equipment is a motor vehicle, Lessee shall: (a) permit only licensed drivers to operate same who shall be employees of Lessee or any permitted sublessee; (b) use the vehicle for its own needs and not for hire; (c) do nothing which shall increase or suspend insurance coverage thereon; (d) assume sole responsibility for the payment of wages and all other amounts owing to or on account of such employees; (e) cause such item of Equipment to be registered in the name of Lessor and will cause all periodic renewals of the registration and/or licensing of such item of Equipment to be completed in a timely fashion; and (f) shall cause such item of Equipment to be insured for comprehensive and collision coverage and for such other insurance as Lessor may from time to time require.

32. COUNTERPARTS AND ELECTRONIC SIGNATURE AND STORAGE. This Master Lease, each Lease Schedule and all documents related thereto each may be executed in any number of counterparts and by facsimile, electronic or digital signature, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument. Lessor and Lessee acknowledge and agree that: (a) this Master Lease, each Lease Schedule and all documents and information related thereto may be reproduced and stored in any electronic format, and the originals so reproduced destroyed; and (b) any such electronic copy shall be deemed an original, shall be admissible in any court or other proceeding, and shall be enforceable against the parties hereto and thereto, whether or not the original is in existence and whether or not such reproduction was made or preserved by Lessor in the regular course of business.

33. FURTHER ASSURANCES. Lessee shall, at Lessee's expense, from time to time execute and deliver such further documents and assurances and take such further actions as Lessor may reasonably request (a) in order to carry out the intent and purposes of this Master Lease and each Lease Schedule or (b) to establish and protect Lessor's title to any Equipment or the rights and remedies granted or intended to be granted in favour of Lessor under the terms of this Master Lease or any Lease Schedule.

34. NOTIFICATIONS AND COVENANTS OF LESSEE. Lessee shall provide written notice to Lessor: (a) promptly, and in any event within five (5) days, after any officer of Lessee becomes aware of the existence of any Default or Event of Default, specifying the nature and period of existence thereof and what action Lessee is taking or proposes to take with respect thereto, (b) thirty (30) days prior to any change in Lessee's legal name (including adding a French or English name), or its jurisdiction or form of organization, or its chief executive office or domicile, and (c) promptly upon Lessee becoming aware of any alleged violation of applicable law relating to the Equipment or this Master Lease or any Lease Schedule. Lessee shall (i) promptly file all tax returns and pay all taxes when due, except those that are being contested in good faith by proceedings promptly instituted and diligently conducted and for which adequate reserves, if any, have been provided as required by generally accepted accounting principles, consistently applied, (ii) maintain adequate written records and books with respect to the use, operation and maintenance of the Equipment and maintain a system of sound financial accounting with written records, (iii) comply with all orders, ordinances, laws, and statutes of any governmental body having jurisdiction over Lessee and (iv) comply with all applicable licensing, registration and other laws and regulations with respect to the Equipment. Lessee agrees the Equipment is leased to Lessee solely for commercial or business purposes.

35. MISCELLANEOUS.

(a) A provision of any Lease Schedule and/or this Master Lease which is prohibited or unenforceable in any jurisdiction shall as to such jurisdiction be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and thereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

(b) Each Lease Schedule and this Master Lease shall be governed by and construed in accordance with the laws of the Province of Ontario. In the event of any ambiguity or conflict as between the terms of this Master Lease or any Lease Schedule, the terms of such Lease Schedule shall control.

(c) Lessor may enforce any Claim or Imposition arising out of any Lease Schedule and this Master Lease in any court having subject matter jurisdiction for or located in Ontario, Canada. For the purpose of any action or proceeding instituted with respect to any such Claim or Imposition, Lessee hereby irrevocably submits to the non-exclusive jurisdiction of such courts. To the fullest extent






permitted by law, Lessee irrevocably consents to the service of process out of said courts by mailing a copy thereof, by registered mail, postage prepaid, to Lessee and agrees that such service (a) shall be deemed in every respect effective service of process upon it in any such suit, action or proceeding, and (b) shall be taken and held to be valid personal service upon personal delivery to it. Nothing herein contained shall affect the right of Lessor to serve process in any other manner permitted by law or preclude Lessor from bringing an action or proceeding in respect hereof in any other country, province or place having jurisdiction over such action. Lessee hereby irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any court located in or for Ontario, Canada and any claim that any such suit, action or proceeding brought in such a court has been brought in an inconvenient forum.

(d) EACH OF LESSEE AND LESSOR UNCONDITIONALLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS MASTER LEASE, ANY LEASE SCHEDULE OR ANY OF THE RELATED DOCUMENTS, OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH OF LESSEE AND LESSOR (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, AND (B) ACKNOWLEDGES THAT BOTH LESSEE AND LESSOR HAVE BEEN INDUCED TO ENTER INTO THIS MASTER LEASE BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 35(d). THIS WAIVER MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, SUPPLEMENTS OR MODIFICATIONS TO THIS MASTER LEASE, ANY LEASE SCHEDULE, ANY RELATED DOCUMENTS OR ANY OTHER DOCUMENTS OR AGREEMENTS RELATING TO THIS TRANSACTION OR ANY RELATED TRANSACTION.

(e) This Master Lease and any Lease Schedule, as well as any addendums, riders or attachments thereto, constitute the entire agreement of the parties with respect to the subject matter hereof. NO VARIATION, AMENDMENT OR MODIFICATION HEREOF OR THEREOF OR ANY WAIVER OF ANY OF THEIR RESPECTIVE PROVISIONS OR CONDITIONS SHALL BE VALID UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE PARTIES HERETO.

(f) The transfer or possession of the "Original" of this Master Lease shall be irrelevant to the full or collateral assignment of, or grant of security interest in, any Lease Schedule; provided, however, no security interest in any Lease Schedule may be created through the transfer, possession or control, as applicable, of any counterpart of such Lease Schedule other than the original thereof, which shall be identified as the document or record (as applicable) marked "Original" and all other counterparts shall be marked "Duplicate."

(g) If Lessor is required by the terms hereof or of any Lease Schedule to pay to or for the benefit of Lessee any amount received as a refund of an Imposition or as insurance proceeds, Lessor shall not be required to pay such amount, if any Default has occurred and not been cured or any Event of Default shall have occurred and not been waived by Lessor. In addition, if Lessor is required by the terms hereof to cooperate with Lessee in connection with certain matters, such cooperation shall not be required if a Default or Event of Default has then occurred and is continuing.

(h) To the extent Lessor is required to act reasonably in giving or withholding its consent or approval with respect to any matter, the reasonableness of Lessor's withholding of such consent shall be determined based on the then existing circumstances; provided, that Lessor's withholding of its consent shall be deemed reasonable for all purposes if (1) the taking of the action that is the subject of such request, might result (in Lessor's sole and unfettered judgment), in (A) an impairment of Lessor's rights, title or interests hereunder or under any Lease Schedule, or to the Equipment, or (B) expose Lessor to any Claims or Impositions, or (2) Lessee fails to provide promptly to Lessor any filings, certificates, opinions or indemnities required by Lessor as a condition to such consent.

(i) The headings in this Master Lease or in any Lease Schedule for convenience only and will not affect the construction or interpretation hereof or thereof. Unless the context otherwise requires, words importing the singular include the plural and vice versa, and words importing gender include all genders. References in this Master Lease or any Lease Schedule to "including" shall mean "including, without limitation". Unless expressly provided otherwise, references to Sections in this Master Lease or in Appendix A hereto are to Sections of this Master Lease. The expressions "hereof", "hereto", "hereby", "herein", "hereunder" and similar expressions refer to this Master Lease and not to any particular Section or other portions of this Master Lease. Except as otherwise expressly provided in any Lease Schedule, all dollar amounts referred to herein or in any Lease Schedule are stated in the lawful currency of Canada. Unless the context otherwise requires, all references herein and in any Lease Schedule to any statute or any provision thereof will include such statute or provision as it may be amended, restated, re-enacted or replaced from time to time.






(j) If more than one Person is named in this Master Lease or in any Lease Schedule as Lessee or Co-Lessee, each such Person agrees as follows: (i) each reference to "Lessee" in this Master Lease or in any Lease Schedule refers to each such Person; (ii) each such Person is liable under this Master Lease and each such Lease Schedule on a joint and several basis; (iii) each such Person is obligated under this Master Lease and each Lease Schedule as principal, and not as guarantor; (iv) any one of such Persons may act for all of such Persons under this Master Lease and each such Lease Schedule (including the giving of any consent by Lessee under this Master Lease or such Lease Schedule) and any such actions by any one of such Persons shall be binding on all of such Persons; (v) Lessor will be fully discharged in respect of any of its obligations under this Master Lease or any Lease Schedule upon performance of that obligation in favour of any of such Persons; (vi) each representation, warranty, covenant and undertaking made by Lessee under this Master Lease or any such Lease Schedule is made by each of such Persons on a joint and several basis; (vii) the occurrence of an Event of Default by or with respect to Lessee or any one of such Persons shall be deemed to be an Event of Default by all of such Persons; and (viii) a separate action or actions may be brought and prosecuted against any of such Persons whether an action is brought against one or more or all of such Persons or whether any other party is joined in any such action or actions. Each of such Persons waives any right to require Lessor to proceed against any other party, proceed against or exhaust any security held by Lessor from any other party, or pursue any other remedy in Lessor's power.

36. ACKNOWLEDGEMENT OF RECEIPT AND PROVINCIAL WAIVERS.

(a) Lessee acknowledges that Lessee has received and read an executed copy of this Master Lease and that Lessee understands this Master Lease.

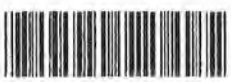
(b) Where permitted by law, Lessee waives Lessee's rights to receive a copy of any financing statement, financing change statement, verification statement or other similar instrument filed or issued at any time in respect of this Master Lease, any Lease Schedule or any amendment hereof or thereof.

(c) Notwithstanding anything in this Master Lease to the contrary, the contract evidenced hereby will be a contract of leasing as contemplated by Article 1842 of the *Civil Code of Québec* and Lessee declares and represents that Lessee will use all Equipment for the purpose of Lessee's enterprise.

(d) To the extent permitted by applicable law, Lessee unconditionally and irrevocably waives all of the rights, benefits and protections given by any present or future statute that imposes limitations on the rights, powers or remedies of a lessor or a secured party or on the methods of, or the procedures for, realization of security, including any "seize or sue" or "anti-deficiency" statute or any similar provision of any other statute. Without limiting the generality of the preceding sentence, Lessee agrees that *The Limitation of Civil Rights Act* (Saskatchewan) will have no application to Lessor's rights, powers or remedies under this Lease or any other agreement renewing or extending or collateral hereto.

(e) The parties hereto confirm that it is their wish that this Master Lease and any other document executed in connection with the transactions contemplated herein be drawn up in the English language only and that all other documents contemplated thereunder or relating thereto, including notices, may also be drawn up in the English language only. *Les parties aux présentes confirment que c'est leur volonté que cette convention de bail cadre et les autres documents relatifs aux transactions envisagées par les présentes soient rédigés en langue anglaise seulement et que tous les documents, y compris tous avis, envisagés par cette convention et les autres documents peuvent être rédigés en langue anglaise seulement.*

SEE ATTACHED SIGNATURE PAGE






APPENDIX A
TO MASTER LEASE OF PERSONAL PROPERTY

DEFINITIONS

"Affiliate" of any Person shall mean any other Person that directly or indirectly controls, or is controlled by, or is under common control with, such Person. The term "control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise, and the terms "controlling" and "controlled" shall have meanings correlative to the foregoing.

"AS IS BASIS" means, on an "As Is" "Where Is" basis, without recourse to, or any representation, warranty or condition from, Lessor, whether express, implied, statutory or otherwise and, if the laws of the Province of Quebec should apply or be deemed to apply, with the Lessee acting at its own risk and perils.

"Basic Rent" shall mean, with respect to any item of Equipment, the rent payable by Lessee to Lessor during the Basic Term for such item of Equipment as set forth in the applicable Lease Schedule.

"Basic Term" shall mean, with respect to any item of Equipment, the period from and inclusive of the Commencement Date for such item of Equipment (unless Lessor and Lessee agree under a Lease Schedule that the Basic Term shall begin after the Commencement Date, in which case the Basic Term under such Lease Schedule shall commence as agreed by Lessor and Lessee) and continuing until the total number of consecutive rental payments as specified in such Lease Schedule with respect to such item of Equipment shall have been made, unless the Master Lease or such Lease Schedule is sooner terminated pursuant to the provisions thereof.

"Business Day" shall mean any day, other than a Saturday, a Sunday or any "holiday" (as defined in the *Interpretation Act* (Canada)) in Toronto, Ontario.

"Change in Control" shall occur in the event of any of the following: (a) any transfer, sale or conveyance of the voting equity capital in Lessee or any guarantor occurs which results in a change in control (as such term is defined in the definition herein of "Affiliate") of Lessee or any guarantor, (b) any transaction of amalgamation, merger or consolidation occurs which results in a change in control of Lessee or any guarantor, or (c) a sale of all or substantially all assets of Lessee or any guarantor. For purposes hereof, "voting equity capital" shall mean equity or ownership interests of any class or classes, the holders of which are ordinarily, in the absence of contingencies, entitled to elect a majority of the corporate directors (or Persons performing similar functions).

"Claims" shall mean any action, cause of action, claim, demand, proceeding (whether legal, equitable or otherwise), suit, judgment, loss, damage, obligation, cost, expense, disbursement, penalty and/or liability (including any of the foregoing based on or relating to copyright, trademark, industrial design or patent infringement, environmental liability, negligence, strict liability in tort, statutory liability or violation of laws of any kind or nature), together with legal fees and expenses related thereto.

"Commencement Date" shall have the meaning specified in Section 2.

"Default" shall mean any event or condition that with the giving of notice or lapse of time or both would constitute an Event of Default.

"Equipment" shall have the meaning specified in Section 1.

"Event of Default" shall mean an Event of Default as specified in Section 18.

"Event of Loss" shall mean an occurrence pursuant to which an item of Equipment (i) shall suffer destruction, damage, contamination or wear which, in Lessor's determination, makes repair uneconomic or renders such Equipment unfit for use, (ii) shall suffer theft or disappearance, (iii) shall be permanently returned to the manufacturer pursuant to any warranty or patent indemnity provisions, or (iv) shall have title or use thereto taken or appropriated by any governmental authority under the power of eminent domain or otherwise.

"Imposition" shall have the meaning specified in Section 15(b).

"Indemnified Person" shall have the meaning specified in Section 11.






"Lease Deposit" shall mean the amount specified as such in the applicable Lease Schedule.

"Lease Schedule" shall have the meaning specified in Section 1.

"Lease Term" shall mean, with respect to any item of Equipment, the interim term (if any) and the Basic Term applicable to such item of Equipment and any extension thereof.

"Lessee" shall mean any lessee or co-lessee named herein.

"Lessor's Cost" shall have the meaning specified in the applicable Lease Schedule.

"Lien" shall mean any mortgage, pledge, security interest, lien, hypothec, encumbrance, lease, exercise of rights, claim, disposition of title or other charge of any kind on property.

"Liquidated Damages" shall have the meaning specified in Section 18(c).

"Master Lease", "herein", "hereunder" or other like words, unless the context otherwise requires, shall mean and include the Master Lease of Personal Property between Lessor and Lessee, as the same may from time to time be supplemented or amended.

"Payment Date" or "Rent Payment Date" shall mean, with respect to any item of Equipment, each date set forth in the applicable Lease Schedule upon which Rent shall be due with respect to such item of Equipment, provided that if any such date shall not be a Business Day, then "Payment Date" or "Rent Payment Date" shall mean the next succeeding Business Day.

"Person" shall include an individual, partnership, limited partnership, limited or unlimited liability company, corporation, trust, association or unincorporated organization, and a government or agency or political subdivision thereof.

"PPSA" shall mean, in respect of each province or territory of Canada (other than Quebec), the *Personal Property Security Act* of such province or territory and, in respect of Quebec, the *Civil Code of Quebec*, as in effect from time to time.

"Rent" shall have the meaning specified in Section 3.

"Sales Taxes" shall mean sales taxes, use taxes, social service taxes, transfer taxes, goods and services taxes, harmonized sales taxes, provincial sales taxes and other similar taxes.

"Stipulated Loss Value" shall, with respect to any item of Equipment, mean the stipulated loss value for such item of Equipment as set forth in the applicable Lease Schedule or any addendum thereto.

"Supplemental Rent" shall have the meaning specified in Section 3.






MASTER LEASE OF PERSONAL PROPERTY

This contract is subject to all terms and conditions contained in the Master Lease of Personal Property document which Lessee acknowledges having read.

This Master Lease shall not be binding upon Lessor until accepted by Lessor.

THIS MASTER LEASE IS NON-CANCELABLE AS PROVIDED IN SECTION 2

Acceptance Date: MARCH 16,2023

Date of Lease: March 15, 2023

Lessor: Bank of Montreal

By: Tracy D'Acunto , Sales Associate
Authorized Signature and Title

5750 Explorer Drive - 3rd Floor,
Mississauga, ON L4W 0B1

Toni James, Portfolio Manager

Lessee: COLUMBIA NATIONAL STEEL PRODUCTS INC.

By: _____
Authorized Signature

Inder Mann, Signing officer
Type/Print Name and Title

By: _____
Additional Authorized Signature if Required

_____
Type/Print Name and Title

8820 120 St,
Surrey, BC V3V 0C9

Form of Organization: Corporation
Jurisdiction of Organization: _____
Jurisdiction of Domicile: _____
Jurisdiction of Chief Executive Office: _____

Confidential

This is **Exhibit "C"** referred to in the affidavit of Min-Hau Wu sworn before me at **Vancouver, BC** this 13th day of January, 2026.



A Commissioner for taking Affidavits
For **British Columbia**

BMO

LEASE SCHEDULE

Lease No. 39535
Attachment to a Master Lease of Personal Property Between
Bank of Montreal("Lessor") And
COLUMBIA NATIONAL STEEL PRODUCTS INC.("Lessee")
Dated August 2, 2023

This Lease Schedule (together with any riders, addenda and other attachments made or attached to it from time to time, "this Schedule") is made as of the date above and is executed pursuant to that certain Master Lease of Personal Property dated March 15, 2023 (the "Master Lease") between Lessor and Lessee. This Schedule incorporates the terms and conditions of the Master Lease by reference and constitutes a separate lease. Terms used herein and not otherwise defined have the meanings set forth in the Master Lease.

EQUIPMENT. The equipment leased pursuant to this Schedule and the location of said equipment is set forth below (said equipment, together with all attachments, replacement parts, spare parts, substitutions, additions, repairs and accessories incorporated therein and/or affixed thereto, referred to herein and in the Master Lease as the "Equipment"):

EQUIPMENT LOCATION AND DESCRIPTION

See Attached Schedule A

INCLUDING ALL ATTACHMENTS, REPLACEMENT PARTS, SPARE PARTS, SUBSTITUTIONS, ADDITIONS, REPAIRS AND ACCESSORIES INCORPORATED THEREIN AND/OR AFFIXED THERETO

TOTAL EQUIPMENT COST: $204,900.00 CA

TOTAL TAX: GST: $10,245.00 CA HST: $0.00 CA PST: $0.00 CA QST: $0.00 CA TOTAL EQUIPMENT COST PLUS TAX:* $215,145.00 CA

*If Lessor's actual total cost for the Equipment, including Sales Taxes, (the "Lessor's Cost") exceeds the Total Equipment Cost Plus Tax above, Lessee shall pay to Lessor the amount by which the Lessor's Cost exceeds the Total Equipment Cost Plus Tax or, at the option of Lessor, the rental may be increased accordingly. In the event that an Equipment vendor requires that Lessor purchase Equipment with currency other than that in which the Total Equipment Cost Plus Tax above is denominated (a "Foreign Currency"), Lessor may adjust the rentals up or down to reflect fluctuations in the exchange rate of the Foreign Currency between the date of calculation of the Total Equipment Cost Plus Tax above and the date of actual payment to the vendor in such Foreign Currency.

LIST OF ATTACHMENTS

Schedule SLV, Addendum End of Basic Term Dollar Out - Canada, Amortization Schedule attached hereto and made a part hereof.

TERM. From and after the date of execution and delivery hereof, the Equipment shall be subject to the terms and conditions provided in this Schedule and in the Master Lease incorporated herein by reference. This Schedule shall commence on the Commencement Date specified below and shall continue until all of Lessee's obligations under this Schedule and the Master Lease have been satisfied, including making the total "Number of Rental Payments" as specified below.

PAYMENT SCHEDULE

Basic Term of Lease (in months): 72 Lease Deposit: $0.00 CA (1)

Index Rate (%): 4.56500%

Commencement Date: (Date of delivery and acceptance of Equipment by Lessee)

Index Rate Date: August 2, 2023

Number of Rental Payments: 72 The rent payments with respect to the Equipment will begin on the Commencement Date (unless such rent payments are stated in this Schedule to be payable in arrears, in which case, such rent payments will begin 30 days after the Commencement Date) or a date after the Commencement Date that is specified herein as the Basic Rent Start Date (in such case, interim rent for each day in the period from the Commencement Date to and including the Basic Rent Start Date (the "Interim Period") shall be paid by Lessee as provided in this Schedule) and on the same day of each period indicated thereafter (or, if there is no such date in any such period, the last day of such period) according to the following schedule:

Timing of Rent Payments: Advance

Basic Rent Payment Schedule:

Rental Factor (%)	Periodic Payment Schedule
1.6945%	Seventy-two Monthly Payments in the Amount of $3,472.13 CA (the "Basic Rent Amount"), plus applicable Sales Taxes.

NOTICE: LESSOR HAS THE RIGHT TO RESET THE RENTAL FACTOR TO REFLECT THE THEN CURRENT INDEX RATE IF LESSEE FAILS TO RETURN FULLY EXECUTED SCHEDULE DOCUMENTS AND ESTABLISH A COMMENCEMENT DATE WITHIN FIVE (5) BUSINESS DAYS OF THE DATE OF THIS SCHEDULE.

Lessee shall be responsible for the payment of all Sales Taxes imposed with respect to the Equipment, this Schedule or payments hereunder and agrees that the same are in addition, and shall be added, to the Basic Rent, the Basic Rent Amount, interim rent and any other payments payable by Lessee.
(1) Lessee acknowledges by signature below that the Lease Deposit must be paid by Lessee in full on or before any invoices will be paid or purchase orders issued by Lessor.

LEASE SCHEDULE

PAYMENT METHOD

This Section sets out the pre-authorized debit agreement ("this PAD") made by Lessee and Lessor in connection with this Schedule.

Lessee hereby authorizes Lessor to debit the bank account identified below or any other account as Lessee may identify to Lessor from time to time, for (i) the amount of each payment due by Lessee under this Schedule on or shortly after its payment due date (each, a "Scheduled Debit Date"), and (ii) any other amount that may become due under this Schedule, on the next Scheduled Debit Date. Lessee acknowledges that Lessor may seek to contact Lessee to obtain a separate authorization for any withdrawal on a date that is not a Scheduled Debit Date. This PAD will remain in effect until Lessee gives Lessor written notice of its change or termination. Lessee may cancel this PAD upon 10 days' written notice to Lessor before the next Scheduled Debit Date.

Lessee has certain recourse rights if any debit that Lessor draws does not comply with this PAD. For example, Lessee has the right to reimbursement for any debit that is not authorized or is not consistent with this PAD. For more information about Lessee's recourse rights, cancellation rights, or to obtain a sample cancellation form, Lessee may contact its financial institution or visit www.cdnpay.ca.

Lessor may assign this PAD to another person or entity without notice to Lessee, unless required by law. Lessee acknowledges that Lessor will not notify Lessee in advance of any withdrawal, and Lessee agrees to waive all pre-notification requirements in respect of all withdrawals to be made under this PAD.

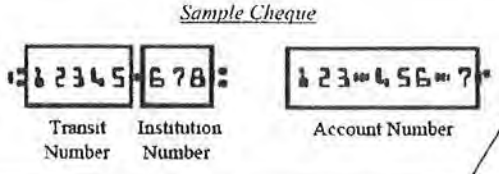
PRE-AUTHORIZED DEBIT AGREEMENT

Financial Institution: BANK OF MONTREAL

Address: _____

Institution Number (0 + 3 digits): 1 Transit Number (5 digits): 8180 Account Number: 1985035

Sample Cheque



Name of Account Signatory: _____	Name of Account Signatory: Inder Mann
Signature: _____	Signature: _____
Date: _____	Date: August 2, 2023

PLEASE ATTACH A SAMPLE CHEQUE WITH "VOID" WRITTEN ON IT.

Lessor is hereby authorized to insert such factually correct information as is necessary to complete this Schedule, including the date of execution, the Basic Rent Amount, and serial and VIN numbers

OTHER

MEANING OF "FAIR MARKET VALUE"

If the capitalized term "Fair Market Value" with respect to any item of the Equipment is used in any rider, addendum or other attachment made or attached from time to time to this Schedule, then "Fair Market Value" with respect to such item of the Equipment shall mean, as of the applicable date, an amount equal to the price which an informed and willing buyer (who is neither a used equipment dealer or scrap dealer) would pay for such item of the Equipment in an arm's-length transaction to an informed and willing seller under no compulsion to sell, as determined below; provided, however, that in such determination: (i) such item of the Equipment shall be assumed to be in the condition in which it is required to be maintained and returned pursuant to the terms of the Master Lease and this Schedule; (ii) in the case that such item of the Equipment is installed, such item of the Equipment shall be valued on an installed basis; and (iii) costs of removal from the current location shall not be a deduction from such valuation. If Lessor and Lessee are unable to agree on the Fair Market Value with respect to such item of the Equipment within 10 days after Lessor has notified Lessee of the need to determine the Fair Market Value for such item of the Equipment, Lessor shall appoint a qualified independent appraiser (reasonably acceptable to Lessee) to determine the Fair Market Value for such item of the Equipment, and that determination shall be final, binding and conclusive. Lessee shall bear all costs associated with any such appraisal.






Remainder of page intentionally left blank






This Schedule incorporates by reference all terms and conditions contained in the Master Lease, which Lessee acknowledges having read. Lessee affirms that all representations and warranties of Lessee contained in the Master Lease are true and correct on the date hereof as if made on the date hereof.

This Schedule shall not be binding upon Lessor until accepted by Lessor.

Acceptance Date: Aug 17, 2023

Lessor: Bank of Montreal

By: Toni James, Portfolio Manager
Authorized Signature and Title

By:
Authorized Signature and Title
Renee Dante, Sales Associate

EXCEPT AS EXPRESSLY SET FORTH HEREIN (INCLUDING IN THE MASTER LEASE), THIS IS A NON-CANCELABLE LEASE FOR THE TERM INDICATED ABOVE.

Date: August 2, 2023

Lessee: COLUMBIA NATIONAL STEEL PRODUCTS INC.

By:
Authorized Signature and Title Signing Officer

Inder Mann, Signing Officer
Type/Print Name and Title

By:
Additional Authorized Signature and Title if Required

Type/Print Name and Title

Confidential

BMO

ADDENDUM – End of Basic Term Dollar Out Purchase Option

Attachment To Lease Schedule with Lease No. 39535 Between
Bank of Montreal ("Lessor") And
COLUMBIA NATIONAL STEEL PRODUCTS INC. ("Lessee")

Dated August 2, 2023

THIS ADDENDUM ("this Addendum") amends and supplements the above-referenced Lease Schedule (the "Schedule") to the Master Lease of Personal Property (the "Master Lease") referenced therein and is hereby incorporated into the Schedule as though fully set forth therein. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Schedule, either directly or incorporated by reference therein.

For purposes of the Schedule only, the Schedule is amended by adding the following thereto:

END OF BASIC TERM PURCHASE OPTION

So long as no Default or Event of Default exists under the Schedule, any other Lease Schedule or under the Master Lease, and the Schedule has not been earlier terminated, Lessee may, at the expiration of the Basic Term, upon at least 180 days but not more than 240 days irrevocable written notice to Lessor prior to the expiration of the Basic Term, purchase all (but not less than all) of the Equipment on an AS IS BASIS for a price equal to $1.00 CA, plus all applicable Sales Taxes, other taxes and associated expenses imposed as a result of such sale (other than taxes on or measured solely by the net income or capital of Lessor), together with any Rent and other sums then due under the Schedule.

Except as expressly modified hereby, all terms and provisions of the Master Lease and the Schedule shall remain in full force and effect. This Addendum is not binding nor effective with respect to the Master Lease, the Schedule or the Equipment until executed on behalf of Lessor and Lessee by authorized representatives of Lessor and Lessee.

Lessor: Bank of Montreal

By: Toni James, Portfolio Manager
Authorized Signature and Title

By:
Authorized Signature and Title

Renee Dante, Sales Associate

Lessee: COLUMBIA NATIONAL STEEL PRODUCTS INC.

By:
Authorized Signature and Title Signing Officer

By:
Additional Authorized Signature and Title if Required

BMO

Lease # 39535

Amortization Schedule

Dated: August 2, 2023

Interest Rate: 6.9900%

Period Ending	Equipment Cost (amounts in CAD)	Payments (amounts in CAD)	Principal (amounts in CAD)	Interest (amounts in CAD)	Cumulative Principal (amounts in CAD)	Cumulative Interest (amounts in CAD)	Ending Balance (amounts in CAD)
08/2023	$204,900.00	$3,472.13	$3,472.13	$0.00	$3,472.13	$0.00	$201,427.87
09/2023		$3,472.13	$2,298.82	$1,173.32	$5,770.95	$1,173.32	$199,129.05
10/2023		$3,472.13	$2,312.21	$1,159.93	$8,083.15	$2,333.24	$196,816.85
11/2023		$3,472.13	$2,325.67	$1,146.46	$10,408.83	$3,479.70	$194,491.17
12/2023		$3,472.13	$2,339.22	$1,132.91	$12,748.05	$4,612.61	$192,151.95
01/2024		$3,472.13	$2,352.85	$1,119.29	$15,100.90	$5,731.90	$189,799.10
02/2024		$3,472.13	$2,366.55	$1,105.58	$17,467.45	$6,837.48	$187,432.55
03/2024		$3,472.13	$2,380.34	$1,091.79	$19,847.79	$7,929.27	$185,052.21
04/2024		$3,472.13	$2,394.20	$1,077.93	$22,241.99	$9,007.20	$182,658.01
05/2024		$3,472.13	$2,408.15	$1,063.98	$24,650.14	$10,071.18	$180,249.86
06/2024		$3,472.13	$2,422.18	$1,049.96	$27,072.32	$11,121.14	$177,827.68
07/2024		$3,472.13	$2,436.29	$1,035.85	$29,508.60	$12,156.99	$175,391.40
08/2024		$3,472.13	$2,450.48	$1,021.65	$31,959.08	$13,178.64	$172,940.92
09/2024		$3,472.13	$2,464.75	$1,007.38	$34,423.83	$14,186.02	$170,476.17
10/2024		$3,472.13	$2,479.11	$993.02	$36,902.94	$15,179.05	$167,997.06
11/2024		$3,472.13	$2,493.55	$978.58	$39,396.49	$16,157.63	$165,503.51
12/2024		$3,472.13	$2,508.07	$964.06	$41,904.56	$17,121.69	$162,995.44
01/2025		$3,472.13	$2,522.68	$949.45	$44,427.25	$18,071.14	$160,472.75
02/2025		$3,472.13	$2,537.38	$934.75	$46,964.63	$19,005.89	$157,935.37
03/2025		$3,472.13	$2,552.16	$919.97	$49,516.79	$19,925.86	$155,383.21
04/2025		$3,472.13	$2,567.03	$905.11	$52,083.81	$20,830.97	$152,816.19
05/2025		$3,472.13	$2,581.98	$890.15	$54,665.79	$21,721.12	$150,234.21
06/2025		$3,472.13	$2,597.02	$875.11	$57,262.81	$22,596.24	$147,637.19
07/2025		$3,472.13	$2,612.15	$859.99	$59,874.95	$23,456.22	$145,025.05
08/2025		$3,472.13	$2,627.36	$844.77	$62,502.32	$24,301.00	$142,397.68
09/2025		$3,472.13	$2,642.67	$829.47	$65,144.98	$25,130.46	$139,755.02
10/2025		$3,472.13	$2,658.06	$814.07	$67,803.04	$25,944.54	$137,096.96
11/2025		$3,472.13	$2,673.54	$798.59	$70,476.58	$26,743.13	$134,423.42

** This payment schedule sets forth your estimated payments during the initial term of the lease schedule/promissory note and is for information purposes only. The exact amount of your payment will vary depending upon the date the payment is received, and late payment charges, the inclusion of any use taxes and the like; and does not reflect the amount which you would need to pay in the event of any early termination of the lease schedule/promissory note by reason of default or any early payout. In addition, this payment schedule does not imply any fixed purchase option price regarding the financed equipment or constitute a measure of the damages in the event of a destruction or loss of the lease equipment covered by the lease schedule/promissory note.**

By initialing below Lessee confirms that it has reviewed the entirety of this 2 page Amortization Schedule and agrees that the information set forth in such Schedule is accurate and complete.

Initial Here _____

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12/2025		$3,472.13	$2,689.12	$783.02	$73,165.70	$27,526.14	$131,734.30
01/2026		$3,472.13	$2,704.78	$767.35	$75,870.48	$28,293.49	$129,029.52
02/2026		$3,472.13	$2,720.54	$751.60	$78,591.01	$29,045.09	$126,308.99
03/2026		$3,472.13	$2,736.38	$735.75	$81,327.40	$29,780.84	$123,572.60
04/2026		$3,472.13	$2,752.32	$719.81	$84,079.72	$30,500.65	$120,820.28
05/2026		$3,472.13	$2,768.35	$703.78	$86,848.07	$31,204.43	$118,051.93
06/2026		$3,472.13	$2,784.48	$687.65	$89,632.55	$31,892.08	$115,267.45
07/2026		$3,472.13	$2,800.70	$671.43	$92,433.25	$32,563.51	$112,466.75
08/2026		$3,472.13	$2,817.01	$655.12	$95,250.27	$33,218.63	$109,649.73
09/2026		$3,472.13	$2,833.42	$638.71	$98,083.69	$33,857.34	$106,816.31
10/2026		$3,472.13	$2,849.93	$622.21	$100,933.62	$34,479.55	$103,966.38
11/2026		$3,472.13	$2,866.53	$605.60	$103,800.15	$35,085.15	$101,099.85
12/2026		$3,472.13	$2,883.23	$588.91	$106,683.37	$35,674.06	$98,216.63
01/2027		$3,472.13	$2,900.02	$572.11	$109,583.39	$36,246.17	$95,316.61
02/2027		$3,472.13	$2,916.91	$555.22	$112,500.30	$36,801.39	$92,399.70
03/2027		$3,472.13	$2,933.90	$538.23	$115,434.21	$37,339.62	$89,465.79
04/2027		$3,472.13	$2,950.99	$521.14	$118,385.20	$37,860.76	$86,514.80
05/2027		$3,472.13	$2,968.18	$503.95	$121,353.39	$38,364.71	$83,546.61
06/2027		$3,472.13	$2,985.47	$486.66	$124,338.86	$38,851.36	$80,561.14
07/2027		$3,472.13	$3,002.86	$469.27	$127,341.72	$39,320.63	$77,558.28
08/2027		$3,472.13	$3,020.36	$451.78	$130,362.08	$39,772.41	$74,537.92
09/2027		$3,472.13	$3,037.95	$434.18	$133,400.03	$40,206.59	$71,499.97
10/2027		$3,472.13	$3,055.65	$416.49	$136,455.67	$40,623.08	$68,444.33
11/2027		$3,472.13	$3,073.44	$398.69	$139,529.12	$41,021.77	$65,370.88
12/2027		$3,472.13	$3,091.35	$380.79	$142,620.47	$41,402.55	$62,279.53
01/2028		$3,472.13	$3,109.35	$362.78	$145,729.82	$41,765.33	$59,170.18
02/2028		$3,472.13	$3,127.47	$344.67	$148,857.29	$42,110.00	$56,042.71
03/2028		$3,472.13	$3,145.68	$326.45	$152,002.97	$42,436.45	$52,897.03
04/2028		$3,472.13	$3,164.01	$308.13	$155,166.98	$42,744.57	$49,733.02
05/2028		$3,472.13	$3,182.44	$289.69	$158,349.41	$43,034.27	$46,550.59
06/2028		$3,472.13	$3,200.98	$271.16	$161,550.39	$43,305.42	$43,349.61
07/2028		$3,472.13	$3,219.62	$252.51	$164,770.01	$43,557.94	$40,129.99
08/2028		$3,472.13	$3,238.38	$233.76	$168,008.39	$43,791.69	$36,891.61
09/2028		$3,472.13	$3,257.24	$214.89	$171,265.62	$44,006.59	$33,634.38
10/2028		$3,472.13	$3,276.21	$195.92	$174,541.84	$44,202.51	$30,358.16
11/2028		$3,472.13	$3,295.30	$176.84	$177,837.13	$44,379.34	$27,062.87
12/2028		$3,472.13	$3,314.49	$157.64	$181,151.62	$44,536.98	$23,748.38
01/2029		$3,472.13	$3,333.80	$138.33	$184,485.42	$44,675.32	$20,414.58
02/2029		$3,472.13	$3,353.22	$118.91	$187,838.64	$44,794.23	$17,061.36
03/2029		$3,472.13	$3,372.75	$99.38	$191,211.39	$44,893.62	$13,688.61
04/2029		$3,472.13	$3,392.40	$79.74	$194,603.79	$44,973.35	$10,296.21
05/2029		$3,472.13	$3,412.16	$59.98	$198,015.94	$45,033.33	$6,884.06
06/2029		$3,472.13	$3,432.03	$40.10	$201,447.98	$45,073.43	$3,452.02
07/2029		$3,472.13	$3,452.02	$20.11	$204,900.00	$45,093.54	$0.00

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SCHEDULE A

Attachment to a Lease Schedule No. 39535 Between
Bank of Montreal ("Lessor") And
COLUMBIA NATIONAL STEEL PRODUCTS INC. ("Lessee")

Dated August 2, 2023

Vendor Name	Invoice Number	Asset Location	Description	Serial Number
LEAVITT MACHINERY	SO03832096	13050 88TH AVE, SURREY, BC	(1) 2018 Hyundai 160D-9 FORKLIFT	HHKHFT23CJ0000235

By initialing below, Lessee confirms that it has reviewed the entirety of this 1 page Schedule A and agrees that the information set forth in such Schedule is accurate and complete.

Initial Here

INCLUDING ALL ATTACHMENTS, APPURTENANCES, ACCESSIONS, ACCESSORIES AND SUBSTITUTIONS.
INSURANCE PROCEEDS ON ABOVE.

BMO

Lease # 39535

Schedule SLV
Stipulated Loss Value

Dated: August 2, 2023

Basic Rent Payment Number	Stipulated Loss %
1	104.0000
2	102.8378
3	101.6680
4	100.4919
5	99.3080
6	98.1165
7	96.9173
8	95.7118
9	94.4986
10	93.2790
11	92.0517
12	90.8165
13	89.5748
14	88.3253
15	87.0679
16	85.8039
17	84.5319
18	83.2519
19	81.9639
20	80.6689
21	79.3658
22	78.0557
23	76.7374
24	75.4108
25	74.0771
26	72.7352
27	71.3849
28	70.0273
29	68.6614
30	67.2870
31	65.9042
32	64.5137
33	63.1147
34	61.7080
35	60.2926
36	58.8686
37	57.4367
38	55.9961

By initialing below, Lessee confirms that it has reviewed the entirety of this 2 page Schedule SLV and agrees that the information set forth in such Schedule is accurate and complete.

Initial Here _____

Termination values are due in addition to any Payments in arrears that are due on the same day.

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39	54.5467
40	53.0893
41	51.6232
42	50.1482
43	48.6642
44	47.1719
45	45.6706
46	44.1608
47	42.6419
48	41.1139
49	39.5773
50	38.0315
51	36.4764
52	34.9127
53	33.3396
54	31.7572
55	30.1654
56	28.5655
57	26.9568
58	25.3399
59	23.7141
60	22.0788
61	20.4351
62	18.7825
63	17.1202
64	15.4493
65	13.7695
66	12.0798
67	10.3803
68	8.6722
69	6.9552
70	5.2295
71	3.4948
72	1.7501
72	0.0000

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DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned, being the Lessee named in Lease Schedule No. 39535 (the "Lease Schedule") Between
Bank of Montreal ("Lessor") And
COLUMBIA NATIONAL STEEL PRODUCTS INC. ("Lessee")

does hereby certify and agree to the following (capitalized terms not otherwise defined herein shall have the meanings, directly or indirectly, set forth in the Lease Schedule):

(The applicable section is Checked.)

I. ☐ **A. NO OR PARTIAL DELIVERY: ALTHOUGH NONE OR ONLY PART OF THE EQUIPMENT DESCRIBED IN THE LEASE SCHEDULE HAS BEEN RECEIVED, Lessee certifies and acknowledges that: (1) for the Equipment that has been received, such Equipment is in acceptable condition and has been properly installed as of the date hereof and such Equipment has been unconditionally and irrevocably accepted by Lessee on an AS IS BASIS; and (2) for the Equipment that has not been received, Lessee waives any and all rights it may have to inspect or reject such Equipment. Lessee irrevocably authorizes Lessor to pay the Vendor(s) and/or Supplier(s) stated in Section II below for the Equipment both received and not received.**

OR

☑ **B. FINAL DELIVERY AND ACCEPTANCE CERTIFICATE.** Lessee does hereby certify and acknowledge that all of the Equipment described in the Lease Schedule has been received in acceptable condition and has been properly installed as of the date hereof and such Equipment has been unconditionally and irrevocably accepted by Lessee on an AS IS BASIS. Lessee irrevocably authorizes Lessor to pay the Vendor(s) and/or Supplier(s) stated in Section II below or to reimburse Lessee for its payments to such Vendor(s) and/or Supplier(s) for the Equipment.

II. *Enter the appropriate information (supported with invoice):*

Supplier	Payee	Invoice #	Amount
LEAVITT MACHINERY	LEAVITT MACHINERY	SO03832096	$215,145.00 CA

III. Without limiting the terms of the Lease Schedule or the Master Lease referred to therein, Lessee further acknowledges that it has no claim against Lessor in the event the Equipment shall fail to be delivered or shall in the future fail to function properly or shall fail to perform or operate in the manner and for the purpose(s) for which it was intended and acknowledges that **LESSOR HAS DISCLAIMED ALL REPRESENTATIONS, WARRANTIES, CONDITIONS OR COVENANTS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, AS TO MERCHANTABILITY OR FITNESS** and that, in any event, Lessee will make the rental payments when due without offset or claim against Lessor and will in all other respects perform the obligations under the Lease Schedule on its part to be performed, or if any Vendor or Supplier stated in Section II above shall fail to deliver the Equipment in satisfactory condition, then, at Lessor's request, Lessee shall promptly reimburse Lessor for the amount paid by Lessor (including Sales Taxes) plus interest calculated at a rate of eight point five six five per cent (8.5650%) per annum, for the periods involved, and Lessor shall assign to Lessee any claim it may have against such Vendor(s) and/or Supplier(s).

IV. Without limiting the terms of the Lease Schedule or the Master Lease referred to therein, Lessee hereby (1) waives, releases and discharges any and all claims of any and every kind (including but not limited to injury or death of any person or damage to property), which it may have at any time against Lessor, its agents or employees, by reason of or arising out of any condition or defect of the Equipment, including but not limited to any claimed improper design, specifications or manufacturing defect of the Equipment, and (2) covenants to indemnify and hold harmless Lessor, its agents and employees of, from and against any and all loss, damage, expense, claims, suits, costs of defense, including legal fees and disbursements (on a full indemnity basis), or liability which Lessor or any of its agents or employees may sustain or incur at any time for or by reason of any injury to or death of any person or persons or damage to any property, arising out of any condition or defect of the Equipment, including but not limited to claimed improper design or manufacturing defect or other defect of the Equipment, or any claimed inadequate or insufficient safeguards or safety devices, or warnings.

IN WITNESS WHEREOF, Lessee has signed this certificate on this 2nd day of August, 2023 (being the "Commencement Date" for the purposes of the Lease Schedule).






Lessee: COLUMBIA NATIONAL STEEL PRODUCTS INC.

By: _____
Authorized Signature and Title: Signing Officer

By: _____
Additional Authorized Signature and Title if Required

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BMO

LEASE SCHEDULE

Lease No. 39017
Attachment to a Master Lease of Personal Property Between
Bank of Montreal("Lessor") And
COLUMBIA NATIONAL STEEL PRODUCTS INC.("Lessee")
Dated January 18, 2024

This Lease Schedule (together with any riders, addenda and other attachments made or attached to it from time to time, "this Schedule") is made as of the date above and is executed pursuant to that certain Master Lease of Personal Property dated March 15, 2023 (the "Master Lease") between Lessor and Lessee. This Schedule incorporates the terms and conditions of the Master Lease by reference and constitutes a separate lease. Terms used herein and not otherwise defined have the meanings set forth in the Master Lease.

EQUIPMENT. The equipment leased pursuant to this Schedule and the location of said equipment is set forth below (said equipment, together with all attachments, replacement parts, spare parts, substitutions, additions, repairs and accessories incorporated therein and/or affixed thereto, referred to herein and in the Master Lease as the "Equipment"):

EQUIPMENT LOCATION AND DESCRIPTION

See Attached Schedule A

INCLUDING ALL ATTACHMENTS, REPLACEMENT PARTS, SPARE PARTS, SUBSTITUTIONS, ADDITIONS, REPAIRS AND ACCESSORIES INCORPORATED THEREIN AND/OR AFFIXED THERETO

TOTAL EQUIPMENT COST: $1,729,603.08 CA

TOTAL TAX: GST: $86,480.15 CA HST: $0.00 CA PST: $0.00 CA QST: $0.00 CA TOTAL EQUIPMENT COST PLUS TAX:* $1,816,083.23 CA

*If Lessor's actual total cost for the Equipment, including Sales Taxes, (the "Lessor's Cost") exceeds the Total Equipment Cost Plus Tax above, Lessee shall pay to Lessor the amount by which the Lessor's Cost exceeds the Total Equipment Cost Plus Tax or, at the option of Lessor, the rental may be increased accordingly. In the event that an Equipment vendor requires that Lessor purchase Equipment with currency other than that in which the Total Equipment Cost Plus Tax above is denominated (a "Foreign Currency"), Lessor may adjust the rentals up or down to reflect fluctuations in the exchange rate of the Foreign Currency between the date of calculation of the Total Equipment Cost Plus Tax above and the date of actual payment to the vendor in such Foreign Currency.

LIST OF ATTACHMENTS

Schedule SLV, Amortization Schedule, Addendum ABC Elections – Canada attached hereto and made a part hereof.

TERM. From and after the date of execution and delivery hereof, the Equipment shall be subject to the terms and conditions provided in this Schedule and in the Master Lease incorporated herein by reference. This Schedule shall commence on the Commencement Date specified below and shall continue until all of Lessee's obligations under this Schedule and the Master Lease have been satisfied, including making the total "Number of Rental Payments" as specified below.

PAYMENT SCHEDULE

Basic Term of Lease (in months): 24 Lease Deposit: $0.00 CA (1)

Index Rate (%): 4.24820%

Commencement Date: (Date of delivery and acceptance of Equipment by Lessee)

Index Rate Date: January 18, 2024

Documentation Fee: $500.00 CA plus applicable taxes.

Number of Rental Payments: 24 The rent payments with respect to the Equipment will begin on the Commencement Date (unless such rent payments are stated in this Schedule to be payable in arrears, in which case, such rent payments will begin 30 days after the Commencement Date) or a date after the Commencement Date that is specified herein as the Basic Rent Start Date (in such case, interim rent for each day in the period from the Commencement Date to and including the Basic Rent Start Date (the "Interim Period") shall be paid by Lessee as provided in this Schedule) and on the same day of each period indicated thereafter (or, if there is no such date in any such period, the last day of such period) according to the following schedule:

Timing of Rent Payments: Advance

Basic Rent Payment Schedule:

Rental Factor (%)	Periodic Payment Schedule
1.3854%	Twenty-four Monthly Payments in the Amount of $23,962.70 CA (the "Basic Rent Amount"), plus applicable Sales Taxes.

NOTICE: LESSOR HAS THE RIGHT TO RESET THE RENTAL FACTOR TO REFLECT THE THEN CURRENT INDEX RATE IF LESSEE FAILS TO RETURN FULLY EXECUTED SCHEDULE DOCUMENTS AND ESTABLISH A COMMENCEMENT DATE WITHIN FIVE (5) BUSINESS DAYS OF THE DATE OF THIS SCHEDULE.

Lessee shall be responsible for the payment of all Sales Taxes imposed with respect to the Equipment, this Schedule or payments hereunder and agrees that the same are in addition, and shall be added, to the Basic Rent, the Basic Rent Amount, interim rent, the documentation fee and any other payments payable by Lessee.
(1) Lessee acknowledges by signature below that the Lease Deposit must be paid by Lessee in full on or before any invoices will be paid or purchase orders issued by Lessor.

LEASE SCHEDULE

PAYMENT METHOD

This Section sets out the pre-authorized debit agreement ("this PAD") made by Lessee and Lessor in connection with this Schedule.

Lessee hereby authorizes Lessor to debit the bank account identified below or any other account as Lessee may identify to Lessor from time to time, for (i) the amount of each payment due by Lessee under this Schedule on or shortly after its payment due date (each, a "Scheduled Debit Date"), and (ii) any other amount that may become due under this Schedule, on the next Scheduled Debit Date. Lessee acknowledges that Lessor may seek to contact Lessee to obtain a separate authorization for any withdrawal on a date that is not a Scheduled Debit Date. This PAD will remain in effect until Lessee gives Lessor written notice of its change or termination. Lessee may cancel this PAD upon 10 days' written notice to Lessor before the next Scheduled Debit Date.

Lessee has certain recourse rights if any debit that Lessor draws does not comply with this PAD. For example, Lessee has the right to reimbursement for any debit that is not authorized or is not consistent with this PAD. For more information about Lessee's recourse rights, cancellation rights, or to obtain a sample cancellation form, Lessee may contact its financial institution or visit www.cdnpay.ca.

Lessor may assign this PAD to another person or entity without notice to Lessee, unless required by law. Lessee acknowledges that Lessor will not notify Lessee in advance of any withdrawal, and Lessee agrees to waive all pre-notification requirements in respect of all withdrawals to be made under this PAD.

PRE-AUTHORIZED DEBIT AGREEMENT

Financial Institution: BMO

Address: _____

Institution Number (0 + 3 digits): 1 Transit Number (5 digits): 8180 Account Number: 1985035

Sample Cheque



Transit Number | Institution Number | Account Number

Name of Account Signatory: _____	Name of Account Signatory: Ranbir Johal
Signature: _____	Signature: _____
Date: _____	Date: Jan 24/24

PLEASE ATTACH A SAMPLE CHEQUE WITH "VOID" WRITTEN ON IT.

Lessor is hereby authorized to insert such factually correct information as is necessary to complete this Schedule, including the date of execution, the Basic Rent Amount, and serial and VIN numbers.

OTHER

MEANING OF "FAIR MARKET VALUE"

If the capitalized term "Fair Market Value" with respect to any item of the Equipment is used in any rider, addendum or other attachment made or attached from time to time to this Schedule, then "Fair Market Value" with respect to such item of the Equipment shall mean, as of the applicable date, an amount equal to the price which an informed and willing buyer (who is neither a used equipment dealer or scrap dealer) would pay for such item of the Equipment in an arm's-length transaction to an informed and willing seller under no compulsion to sell, as determined below; provided, however, that in such determination: (i) such item of the Equipment shall be assumed to be in the condition in which it is required to be maintained and returned pursuant to the terms of the Master Lease and this Schedule; (ii) in the case that such item of the Equipment is installed, such item of the Equipment shall be valued on an installed basis; and (iii) costs of removal from the current location shall not be a deduction from such valuation. If Lessor and Lessee are unable to agree on the Fair Market Value with respect to such item of the Equipment within 10 days after Lessor has notified Lessee of the need to determine the Fair Market Value for such item of the Equipment, Lessor shall appoint a qualified independent appraiser (reasonably acceptable to Lessee) to determine the Fair Market Value for such item of the Equipment, and that determination shall be final, binding and conclusive. Lessee shall bear all costs associated with any such appraisal.






Remainder of page intentionally left blank

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This Schedule incorporates by reference all terms and conditions contained in the Master Lease, which Lessee acknowledges having read. Lessee affirms that all representations and warranties of Lessee contained in the Master Lease are true and correct on the date hereof as if made on the date hereof.

This Schedule shall not be binding upon Lessor until accepted by Lessor.

Acceptance Date: Jan 25, 2024

Lessor: Bank of Montreal

By: Toni James, Portfolio Manager
Authorized Signature and Title

By:
Authorized Signature and Title
Renee Dante, Sales Associate

EXCEPT AS EXPRESSLY SET FORTH HEREIN (INCLUDING IN THE MASTER LEASE), THIS IS A NON-CANCELABLE LEASE FOR THE TERM INDICATED ABOVE.

Date: Jan 24/24

Lessee: COLUMBIA NATIONAL STEEL PRODUCTS INC.

By: Director
Authorized Signature and Title

Ranbir Johal, Director
Type/Print Name and Title

By:
Additional Authorized Signature and Title if Required

Type/Print Name and Title

Confidential

BMO

ADDENDUM – ABC Elections

Attachment To Lease Schedule with Lease No. 39017 Between
Bank of Montreal ("Lessor") And
COLUMBIA NATIONAL STEEL PRODUCTS INC. ("Lessee")

Dated January 18, 2024

THIS ADDENDUM ("this Addendum") amends and supplements the above-referenced Lease Schedule (the "Schedule") to the Master Lease of Personal Property (the "Master Lease") referenced therein and is hereby incorporated into the Schedule as though fully set forth therein. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Schedule, either directly or incorporated by reference therein.

For purposes of the Schedule only, the Schedule is amended by adding the following thereto:

ABC ELECTIONS

1) So long as no Default or Event of Default then exists under this Schedule, any other Lease Schedule or under the Master Lease and this Schedule has not been earlier terminated, Lessee shall, at the expiration of the Lease Term with respect to this Schedule, upon at least one hundred and eighty (180) days, but not more than two hundred and forty (240) days, of prior written notice to Lessor, elect one of the following three options:
    a) purchase all (but not less than all) of the Equipment by paying Lessor the amount of $1,378,000.00 CA (the "Optional Purchase Price"), plus all applicable Sales Taxes;
    b) cause a third party to purchase all (but not less than all) of the Equipment by paying Lessor the Optional Purchase Price, plus all applicable Sales Taxes; or
    c) extend the term of the Lease Schedule for an additional term (the "Extension Term") commencing the day after the Lease Term would otherwise have expired, subject to approval by Lessor in its sole discretion of the Lessee's creditworthiness as at such time, and the execution by Lessee of a new Lease Schedule, extension agreement or other agreement prepared by Lessor, acting reasonably, setting out the length of the Extension Term and the Rent payable during the Extension Term.

2) In the event option a) or b) is elected by the Lessee, such election shall be irrevocable and the Lessee or the third party (as the case may be) shall pay the Optional Purchase Price together with applicable Sales Taxes, any other taxes or associated expenses imposed as a result of such sale (other than taxes on or measured solely by the net income or capital of Lessor), together with any Rent or other sums then due under the Schedule, in immediately available funds, to the Lessor, and on receipt of such amount the Lessor shall convey to Lessee or the third party (as the case may be) all or its right, title and interest in and to the Equipment, on an AS IS BASIS, and this Schedule and the parties' obligations hereunder, including Lessee's obligation to pay Rent and all other obligations hereunder with respect to the Equipment (other than Lessee's obligations which expressly survive expiration or termination of the Master Lease and/or the Schedule) shall terminate. Lessor and Lessee agree that the Optional Purchase Price is a reasonable estimate of the fair market value of the Equipment as of the date of expiration of the Lease Term.

3) In the event that the Lessee fails to make an election as provided for herein, Lessee shall be deemed to have elected option c). However, in the event Lessee elects or is deemed to have elected option c), and either (i) Lessor does not approve of the Lessee's creditworthiness or (ii) the Lessee fails or refuses to execute the Lease Schedule, extension agreement or other agreement prepared by Lessor, then Lessee shall be deemed to have elected option a) and shall immediately purchase the Equipment on the terms set out herein. The elections provided for in this Addendum are intended to supersede and replace any contrary term in the Master Lease or the Schedule with respect to the rights of the Lessee at the expiration of the Lease Term.

Except as expressly modified hereby, all terms and provisions of the Master Lease and the Schedule shall remain in full force and effect. This Addendum is not binding nor effective with respect to the Master Lease, the Schedule or the Equipment until executed on behalf of Lessor and Lessee by authorized representatives of Lessor and Lessee.

Lessor: Bank of Montreal

By: Toni James, Portfolio Manager
Authorized Signature and Title

Renee Dante, Sales Associate

Lessee: COLUMBIA NATIONAL STEEL PRODUCTS INC.

By: Director
Authorized Signature and Title

By: _____
Additional Authorized Signature and Title if Required

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BMO

Lease # 39017

Amortization Schedule

Dated: January 18, 2024

Interest Rate: 7.2500%

Period Ending	Equipment Cost (amounts in CAD)	Payments (amounts in CAD)	Principal (amounts in CAD)	Interest (amounts in CAD)	Cumulative Principal (amounts in CAD)	Cumulative Interest (amounts in CAD)	Ending Balance (amounts in CAD)
01/2024	$1,729,603.08	$23,962.70	$23,962.70	$0.00	$23,962.70	$0.00	$1,705,640.38
02/2024		$23,962.70	$13,657.79	$10,304.91	$37,620.49	$10,304.91	$1,691,982.59
03/2024		$23,962.70	$13,740.30	$10,222.39	$51,360.79	$20,527.31	$1,678,242.29
04/2024		$23,962.70	$13,823.32	$10,139.38	$65,184.11	$30,666.69	$1,664,418.97
05/2024		$23,962.70	$13,906.83	$10,055.86	$79,090.94	$40,722.55	$1,650,512.14
06/2024		$23,962.70	$13,990.85	$9,971.84	$93,081.79	$50,694.39	$1,636,521.29
07/2024		$23,962.70	$14,075.38	$9,887.32	$107,157.17	$60,581.71	$1,622,445.91
08/2024		$23,962.70	$14,160.42	$9,802.28	$121,317.60	$70,383.99	$1,608,285.48
09/2024		$23,962.70	$14,245.97	$9,716.72	$135,563.57	$80,100.71	$1,594,039.51
10/2024		$23,962.70	$14,332.04	$9,630.66	$149,895.61	$89,731.37	$1,579,707.47
11/2024		$23,962.70	$14,418.63	$9,544.07	$164,314.24	$99,275.43	$1,565,288.84
12/2024		$23,962.70	$14,505.74	$9,456.95	$178,819.99	$108,732.39	$1,550,783.09
01/2025		$23,962.70	$14,593.38	$9,369.31	$193,413.37	$118,101.70	$1,536,189.71
02/2025		$23,962.70	$14,681.55	$9,281.15	$208,094.92	$127,382.85	$1,521,508.16
03/2025		$23,962.70	$14,770.25	$9,192.45	$222,865.18	$136,575.29	$1,506,737.90
04/2025		$23,962.70	$14,859.49	$9,103.21	$237,724.67	$145,678.50	$1,491,878.41
05/2025		$23,962.70	$14,949.27	$9,013.43	$252,673.93	$154,691.93	$1,476,929.15
06/2025		$23,962.70	$15,039.58	$8,923.11	$267,713.52	$163,615.05	$1,461,889.56
07/2025		$23,962.70	$15,130.45	$8,832.25	$282,843.96	$172,447.30	$1,446,759.12
08/2025		$23,962.70	$15,221.86	$8,740.84	$298,065.83	$181,188.13	$1,431,537.25
09/2025		$23,962.70	$15,313.83	$8,648.87	$313,379.65	$189,837.00	$1,416,223.43
10/2025		$23,962.70	$15,406.35	$8,556.35	$328,786.00	$198,393.35	$1,400,817.08
11/2025		$23,962.70	$15,499.43	$8,463.27	$344,285.43	$206,856.62	$1,385,317.65
12/2025		$23,962.70	$15,593.07	$8,369.63	$359,878.50	$215,226.25	$1,369,724.58
01/2026		$1,378,000.00	$1,369,724.58	$8,275.42	$1,729,603.08	$223,501.67	$0.00

** This payment schedule sets forth your estimated payments during the initial term of the lease schedule/promissory note and is for information purposes only. The exact amount of your payment will vary depending upon the date the payment is received, and late payment charges, the inclusion of any use taxes and the like; and does not reflect the amount which you would need to pay in the event of any early termination of the lease schedule/promissory note by reason of default or any early payout. In addition, this payment schedule does not imply any fixed purchase option price regarding the financed equipment or constitute a measure of the damages in the event of a destruction or loss of the lease equipment covered by the lease schedule/promissory note.**

By initialing below Lessee confirms that it has reviewed the entirety of this 1 page Amortization Schedule and agrees that the information set forth in such Schedule is accurate and complete.

Initial Here

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SCHEDULE A

Attachment to a Lease Schedule No. 39017 Between
Bank of Montreal ("Lessor") And
COLUMBIA NATIONAL STEEL PRODUCTS INC. ("Lessee")

Dated January 18, 2024

Vendor Name	Invoice Number	Asset Location	Description	Serial Number
VARIOUS INVOICES	KJMAC2020819, 81479	13050 88 Ave, Surrey, BC	(1) 2021 SLITTER MACHINE	KJS031300
VARIOUS INVOICES	KJMAC2020819, 81479	13050 88 Ave, Surrey, BC	(1) Design, accessories, attachments & labour for CN SLITTER MACHINE MODEL # KJS-3X 1300	
LATINA LEASING, LLC	22023-35	13050 88 Ave, Surrey, BC	(1) LEASE HOLD IMPROVEMENTS INCLUDING COIL INSTALLATION FOR SLITTER LINE/ MACHINE	
VARIOUS INVOICES	VAR X 49	13050 88 Ave, Surrey, BC	(1) LEASE HOLD IMPROVEMENTS INCLUDING ELECTRICAL, PLUMBING, CONCRETE WORK, ASHPHALT, DAMP PROOFING, TWO BOTTLE EYEWASH STATION FOR SLITTER PIT	

By initialing below, Lessee confirms that it has reviewed the entirety of this 1 page Schedule A and agrees that the information set forth in such Schedule is accurate and complete.

Initial Here _____

INCLUDING ALL ATTACHMENTS, APPURTENANCES, ACCESSIONS, ACCESSORIES AND SUBSTITUTIONS. INSURANCE PROCEEDS ON ABOVE.

BMO

Lease # 39017

Schedule SLV
Stipulated Loss Value

Dated: January 18, 2024

Basic Rent Payment Number	Stipulated Loss %
1	103.9711
2	103.0213
3	102.0666
4	101.1065
5	100.1414
6	99.1706
7	98.1943
8	97.2130
9	96.2258
10	95.2330
11	94.2352
12	93.2314
13	92.2217
14	91.2062
15	90.1859
16	89.1598
17	88.1287
18	87.0915
19	86.0485
20	85.0004
21	83.9462
22	82.8861
23	81.8208
24	80.7493
24	79.6715

By initialing below, Lessee confirms that it has reviewed the entirety of this 1 page Schedule SLV and agrees that the information set forth in such Schedule is accurate and complete.

Initial Here _____

Termination values are due in addition to any Payments in arrears that are due on the same day.

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BMO

Lease # 39017

BILL OF SALE
(Pursuant to a Sale and Leaseback Transaction)

Seller:	COLUMBIA NATIONAL STEEL PRODUCTS INC.
Seller's Principal Business Location:	8820 120 St, Surrey, BC V3V 0C9
Seller GST/HST #:	
Seller QST #:	
Buyer:	Bank of Montreal
Buyer's Principal Business Location:	5750 Explorer Drive - 3rd Floor, Mississauga, ON L4W 0B1
Buyer's PST Exemption # (if any):	British Columbia: PST-1001-5284; Manitoba: 153267-7; Saskatchewan: 0917856

That the above referenced Seller, with its principal business location indicated above, in consideration of the sum of $1,729,603.08 CA, plus GST of $86,480.15 CA HST of $0.00 CA and QST of $0.00 CA in lawful money of Canada, to it duly paid, at or before the delivery of this document, by the above referenced Buyer, with its principal business location indicated above, the receipt of which is hereby acknowledged, has bargained, sold, granted, transferred, assigned and conveyed, and by these presents does bargain, sell, grant, transfer, assign and convey unto Buyer, its heirs, executors, administrators, successors and assigns the following described personal property:

EQUIPMENT DESCRIPTION

(1) 2021 SLITTER MACHINE - Serial/VIN:KJS031300 Invoice Number: KJMAC2020819, 81479
(1) Design, accessories, attachments & labour for CN SLITTER MACHINE MODEL # KJS-3X 1300 Invoice Number: KJMAC2020819, 81479
(1) LEASE HOLD IMPROVEMENTS INCLUDING COIL INSTALLATION FOR SLITTER LINE/ MACHINE Invoice Number: 22023-35
(1) LEASE HOLD IMPROVEMENTS INCLUDING ELECTRICAL, PLUMBING, CONCRETE WORK, ASHPHALT, DAMP PROOFING, TWO BOTTLE EYEWASH STATION FOR SLITTER PIT Invoice Number: VAR X 49

INCLUDING ALL ATTACHMENTS, ADDITIONS AND ACCESSORIES INCORPORATED THEREIN AND/OR AFFIXED THERETO

Seller does represent, warrant, covenant and agree that it is the lawful owner of said property; that the same is free from all liens, security interests, hypothecs and encumbrances of any kind; that it has good right and title to sell the same; that it will warrant and defend the said property hereby sold to Buyer, its heirs, executors, administrators, successors and assigns, against the lawful claims and demands of all persons; and that it is registered under the *Excise Tax Act* (Canada) and, if applicable, the Quebec sales tax legislation and its GST/HST registration number and, if applicable, its QST registration number are as provided above.

Seller undertakes to remit, when due, all applicable taxes relating to this sale to the applicable taxation authorities.

The conveyance contemplated hereby is solely made for the purpose of permitting Buyer to lease such conveyed property to Seller pursuant to that certain Master Lease of Personal Property dated as of March 15, 2023 between Seller, as lessee and Buyer, as lessor.

Seller: COLUMBIA NATIONAL STEEL PRODUCTS INC.

By: _____
Authorized Signature

Ranbir Johal, Director
Type/Print Name and Title

By: _____
Additional Authorized Signature if Required

_____
Type/Print Name and Title






SALE AND LEASEBACK CERTIFICATE

In reference to Lease Schedule with Lease No. 39017 Between
Bank of Montreal ("Lessor") And
COLUMBIA NATIONAL STEEL PRODUCTS INC. ("Lessee")

Dated January 18, 2024

I, the undersigned, do hereby certify to Lessor as follows:

1. I am an officer of Lessee and hold the title(s) indicated below

2. I have personally reviewed and am familiar with all loan agreements, contracts, indentures and other undertakings of Lessee, and that no covenants, restriction or limitations on or pertaining to the business activities or financial condition of Lessee contained in any such document will be breached by the execution and delivery by Lessee of the above referenced Lease Schedule (together with any riders, addenda and other attachments made or attached to it from time to time, the "Lease Schedule") between Lessee and Lessor, or by the sale by Lessee to Lessor, and the simultaneous leaseback by Lessor to Lessee of the Equipment (as described in the Lease Schedule), or by the observance or performance by Lessee of all covenants, terms and conditions to be observed and performed by Lessee under the Lease Schedule.

3. There is no material litigation now pending or threatened against Lessee which, if decided adversely to Lessee, would prevent or impair the performance by Lessee of its obligations to Lessor under the Lease Schedule.

4. All returns and reports for taxes, whether federal, provincial, territorial or local, including without limitation withholding, social services, sales, use, transfer, good and services, personal property, excise and real estate taxes, have been timely filed by Lessee and all such taxes have been fully paid when due and are current.

5. The sale of the aforesaid Equipment does not constitute a sale of all or substantially all of the business or assets of Lessee.

6. I acknowledge that Lessor will rely upon the above representations in entering into the Lease Schedule with Lessee.

Lessee: COLUMBIA NATIONAL STEEL PRODUCTS INC.

By: _____
Authorized Signature

Ranbir Johal, Director
Type/Print Name and Title

By: _____
Additional Authorized Signature if Required

_____
Type/Print Name and Title

Confidential

BMO

DELIVERY AND ACCEPTANCE CERTIFICATE

Lessor: Bank of Montreal
5750 Explorer Drive - 3rd Floor,
Mississauga, ON L4W 0B1

Lessee: COLUMBIA NATIONAL STEEL PRODUCTS INC.
8820 120 St
Surrey, BC V3V 0C9

This Delivery and Acceptance Certificate ("this Certificate") is executed and delivered as of the date set forth below by the Lessee referenced above ("Lessee") for the benefit of the Lessor referenced above ("Lessor").

RECITALS

A. Pursuant to Lease Schedule No. 39017 dated January 18, 2024 (the "Schedule") to the Master Lease of Personal Property dated March 15, 2023 between Lessor and Lessee (the "Master Lease"), Lessee has agreed to lease from Lessor certain equipment as more specifically described in the Schedule (collectively, the "Equipment"). Capitalized terms not otherwise defined herein shall have the meanings, directly or indirectly, set forth in the Schedule.

B. The Equipment has been delivered to Lessee, and Lessee desires to commence the Lease Term under the Schedule.

NOW, THEREFORE, and without limiting the terms of the Schedule or the Master Lease, Lessee does hereby certify and agree as follows:

1. **Representations, Warranties and Agreements.** Lessee represents, warrants and agrees that: (a) Lessee has received all of the Equipment and has had a reasonable opportunity to inspect the Equipment; (b) the Equipment has been duly assembled and installed in good working order, condition and repair, without defects and is of the type, quantity, size, design, capacity, and manufacture, and made by the supplier selected by Lessee and conforms to Lessee's requirements and to all provisions of the applicable purchase documents; (c) Lessor has made no representations, warranties, conditions or covenants, express or implied, statutory or otherwise, including, without limitation, as to merchantability, fitness, design, condition, workmanship or otherwise in respect of the Equipment; and (d) Lessor is not responsible for any third party service contracts or other agreements between Lessee and any other Person unless specifically included in the Schedule, and defaults, if any, under any third party service contracts or other agreements shall in no way affect Lessee's responsibility for payment and performance under the Schedule.

2. **Acceptance**. Lessee unconditionally and irrevocably accepts the Equipment on an AS IS BASIS and commences the Lease Term under the Schedule as of the date hereof and, by doing so, acknowledges and agrees that it has irrevocably waived any right it may have now or in the future to reject the Equipment or to revoke this Certificate. In accepting the Equipment, Lessee has not relied on any assurance, promise, representation, warranty or statement made by Lessor regarding the Equipment, and Lessee's acceptance of the Equipment has not been induced by any assurance, promise, representation, warranty or statement made by Lessor regarding the Equipment.

3. **Reliance.** Lessee understands and acknowledges that Lessor is relying on the execution of this Certificate by Lessee in (a) making any payments due to the supplier, manufacturer or distributor of the Equipment for the purchase thereof under the related purchase documents and (b) commencing the Lease Term under the Schedule.

4. **Master Lease.** Lessee acknowledges and agrees that all terms and provisions of the Master Lease and the Schedule (including, without limitation, all representations, warranties, covenants and indemnities) are in full force and effect with respect to the Equipment, and no Event of Default exists thereunder.

IN WITNESS WHEREOF, Lessee has signed this Certificate on this 8th day of December, 2023 (being the "Commencement Date" for the purposes of the Schedule).

Lessee: COLUMBIA NATIONAL STEEL PRODUCTS INC.

By: _____ Director
Authorized Signature and Title

By: _____
Additional Authorized Signature and Title if Required

Confidential

This is **Exhibit "D"** referred to in the affidavit of Min-Hau Wu sworn before me at **Vancouver, BC** this 13th day of January, 2026.

A Commissioner for taking Affidavits
For **British Columbia**

Letter of Agreement

BMO Bank of Montreal

595 BURRARD STREET,
VANCOUVER, B.C. V7X 1L7

February 23, 2023

WESTUD STEEL PRODUCTS LTD.
13050 88 AVE,
SURREY, BRITISH COLUMBIA V3W 3K3

Attention: Pardip Sidhu and Sukhvir Mann

LETTER OF AGREEMENT

Bank of Montreal (together with BMO Harris Bank N.A. and Bank of Montreal's other affiliates and their respective successors who are owed any present or future debts, liabilities or obligations by the Borrower, collectively "**BMO**") is pleased to advise that it has authorized the following new credit Facilities for **WESTUD STEEL PRODUCTS LTD.** (each, a "**Facility**" and collectively, the "**Facilities**") on the terms and conditions outlined in this Letter of Agreement. The Schedules listed below and attached form part of this Letter of Agreement. Capitalised terms used but not defined have the meanings ascribed to them in Schedule E.

Notwithstanding any other provision of this Letter of Agreement or in any applicable agreements:

1. the Facilities are uncommitted and any Advance under any Facility will be made at BMO's sole discretion. Any unutilized portion of any Facility may be cancelled by BMO at any time without prior notice; and
2. each Facility and all other amounts owing under or in connection with this Letter of Agreement are repayable on demand.

Borrower:	WESTUD STEEL PRODUCTS LTD. **(the "Borrower")**
Guarantors:	SUKHVIR MANN PARDIP SINGH SIDHU **(the "Guarantors")**
Total Facility Limit:	The total approved amount of all facilities shall not exceed $1,850,000.00 at any time.

Your Product Summary

Facility/ Facilities:

Facility No#	Product Type	Authorized Amount	Currency
1	Non-Revolving Facility - Shared limit/Multi-product/Multi-draw	$500,000.00	CAD
2	Revolving Facility - Shared limit/Multi-product/Multi-draw	$1,250,000.00	CAD
3	BMO Corporate MasterCard	$100,000.00	CAD

Your Product Details

Non-Revolving Facility - Shared limit/Multi-product/Multi-draw

Facility # 1 - New	
Facility Authorization:	$500,000.00 CAD
Current Advanced Amount:	$0.00 CAD
Available Amount:	$500,000.00 CAD (Availability subject to the acceptance of Letter of Agreement and satisfaction of all Security, Conditions Precedent and Drawdown Controls)
Type of Loan:	Readvanceable Master Equipment Line ("MEL")
Purpose:	For Equipment Financing requirements
Maximum Amortization:	84 months
Buyout Option:	$1 buyout at end of term
Term	1-7 years
Fees:	$500 per lease schedule
Interim Funding Agreement	Interim funding Agreement to be implemented to offer progress draws during the procurement and installation period of new equipment. Prime Rate plus 1% (interest only) during period of interim funding agreement. Interim Funding Agreement Option: • BMO Interim Funding Agreement provides a bridge financing solution to facilitate down payments and progress payments during the asset acquisition process. • BMO Equipment Leasing coordinates all supplier invoicing and payments. • The 120 days Interim Financing period, can be extended subject to credit approval

Your Product Summary

	• The interest only period not included in amortization, and amortization to start for loan after the interest only period end
Advance Options(each a "Loan" and collectively the "Loans")	**Additional Details**
Demand Loan Non Revolving	**Interest Rate:** Prime Rate plus 1.00% per annum. Interest is calculated monthly in arrears, and payable monthly. The Prime Rate in effect as of February 23, 2023 is 6.70%. **Repayment Terms:** Repayable on demand, provided that until demand is made by BMO: Blended monthly payments comprising principal and interest to be paid in arrears, on the last day of each month. The amount of the payment will be initially determined based on the Loan amount, amortization and the interest rate in effect at the time of the Advance. Subject to review at BMO's sole discretion. OR Equal monthly principal payments and monthly interest, to be collected separately on the last day of each month. The amount of the payments will be determined based on the Loan amount, amortization and the interest rate in effect at the time of the Advance, as applicable. Prepayments of principal in whole or in part are permitted, without penalty
Fixed Rate Term Loan	**Type of Loan:** Closed Term Loan **Interest Rate:** To be determined at time of Advance. Notwithstanding the foregoing and unless otherwise prohibited by law, if the Loan is not paid in full with interest at the Maturity Date, the Loan shall bear interest at a rate per annum equal to the sum of 3% plus the Prime Rate, determined and accrued daily and compounded monthly, not in Advance, on the outstanding balance, from the Maturity Date and both before and after demand and both before and after judgment until actual payment in full. **Repayment Terms:** On demand by BMO, provided that until BMO makes demand: Equal monthly principal payments and monthly interest, to be collected separately on the last day of each month. The amount of the payments will be determined based on the Loan amount, payment frequency, amortization, and term. OR

Your Product Summary

	Blended monthly payments comprising principal and interest to be paid monthly in arrears, on the last day of each month. The amount of the payment will be determined based on the Loan amount, term, amortization and the interest rate in effect at the time of the Advance. The balance of the Loan then outstanding, together with all accrued and unpaid interest, shall be due and payable at the end of the term of the Loan. **Maturity Date:** Without limiting BMO's right to demand, the last day of the month determined based on the term selected and the date of Advance.

The aggregate of all outstanding Advances under this Facility shall at no time exceed the Facility Authorization for this Facility.

Each Advance under this Facility shall be a separate Loan, shall be non-revolving and shall be permanently reduced by any repayments or payments by the Borrower.

The Borrower shall give to BMO 5 Business Days notice with respect to any request for a Loan under this Facility.

Revolving Facility - Shared limit/Multi-product/Multi-draw

Facility # 2 - New	
Facility Authorization:	$1,250,000.00 CAD
Current Advanced Amount:	$0.00 CAD
Available Amount:	$1,250,000.00 CAD (Availability subject to the acceptance of Letter of Agreement and satisfaction of all Security, Conditions Precedent and Drawdown Controls)
Type of Loan:	Operating Facility
Purpose:	For general operating requirements
Advance Options(each a "Loan" and collectively the "Loans")	**Additional Details**
Letters of Credit/ Guarantee	**Interest Rate:** Draws will bear interest equal to the Prime Rate plus 0.65%, until actual payment in full. **Repayment Terms:** To be reduced and/or cancelled in normal course.

Your Product Summary

	Maximum Term: 12 months from date of issue. Renewals as required. **Drawdown Conditions:** The Borrower may request the issuance of Letters of Credit, in a form reasonably acceptable to BMO, at any time and from time to time. Each Letter of Credit shall expire at or prior to the close of business on the date that is one year after the date of the issuance of such a Letter of Credit. **Commissions and Fees:** Advised based on specifics of request and Trade Finance client fee schedule. **Terms & Conditions:** Per Indemnity Agreement.
Operating Demand Loan	**Interest Rate:** Prime Rate OR US Base Rate plus 0.65% per annum. Interest is calculated monthly in arrears, and payable on the last day of each month. As of February 23, 2023, the Prime Rate in effect is 6.70% and the US Base Rate in effect is 8.25%. **Facility Fee:** $100 per month. This is the fee for the loan and does not include other account fees. Refer to our Better Banking Guide for other applicable fees. **Repayment Terms:** Repayable upon demand. **Other Costs:** BMO is not obliged to permit the Loan to exceed the Cap amount. If the Loans exceed the Cap amount, the excess will bear interest at the Overdraft Rate, which is currently 21% per annum. BMO shall also be entitled to charge the Borrower a fee of 1% calculated on the amount of excess over the Cap amount or $100, whichever is greater and a $5 overdraft handling charge per item that creates or increases the excess.

The aggregate of all outstanding Advances under this Facility shall at no time exceed the Facility Authorization for this Facility.

Each Advance under this Facility shall be a separate Loan.

The Borrower shall give to BMO 5 Business Days notice with respect to any request for a Loan under this Facility or request to change the Cap amount of an Operating Demand Loan under this Facility.

The Borrower is permitted four account limit changes per month and a charge of $150/ change will apply for additional limit changes.

Your Product Summary

BMO Corporate MasterCard

Facility # 3 - New	
Facility Authorization:	$100,000.00 CAD
Type of Loan:	Corporate MasterCard®
Purpose:	Operating Financing
Interest Rate:	As determined by Corporate MasterCard Agreement.
Repayments:	As determined by Corporate MasterCard Agreement.
Facility Fee:	As determined by Corporate MasterCard Agreement.
Â®* MasterCard is a registered trademark of MasterCard International Incorporated. Used under license.	

Terms and Conditions

Conditions Precedent to Advances:

The Facilities may only be made available in BMO's discretion and will, in any event, require each of the conditions set out below has to be completed to BMO's satisfaction.

Conditions Precedent to be Obtained:

1. Most recent T2 Corporate tax return for the Borrower for fiscal year end 07/31/2022
2. Operating accounts for the Borrower to be moved to BMO
3. Evidence of repayment of all indebtedness not otherwise permitted under this Agreement, as applicable.
4. Receipt of all notices, certificates, directions, forms or other Documentation required in connection with an Advance.

Additional Items To Be Obtained:

1. Notice of Assessment for the Borrower for fiscal year end 07/31/2022 within 30 days

Security:

All present and future debts, liaiblities and obligations of the Borrower under the Facilities owed to Bank of Montreal, BMO Harris Bank N.A. and Bank of Montreal's other affiliates and their respective successors will be secured by the following documents, instruments, agreements and other assurances (collectively, the "**Security**"), which shall be delivered to BMO prior to any Advance of funds, in form and substance acceptable to BMO and its solicitors, acting reasonably:

Security to be Obtained:

1. $1,850,000.00 Joint and Several Personal guarantee from PARDIP SINGH SIDHU and SUKHVIR MANN
2. Registered General Security Agreement ("GSA") providing BMO with a security interest over all present and after-acquired personal property of the Borrower with a First ranking for Machinery and Equipment, CDN Accounts Receivable, Inventory/Warehouse Receipts
3. General Assignment of Book Debts ("GABD") registered under PPSA in 1st position over Westud Steel Products Ltd.
4. Section 427 of the Bank Act over Westud Steel Products Ltd. covering inventory
5. Subordination and postponement of Shareholder Loans under Westud Steel Products Ltd., Acknowledged by the PARDIP SINGH SIDHU and SUKHVIR MANN, registered under PPSA
6. Confirmation of Satisfactory Business Insurance for Westud Steel Products Ltd.
7. Satisfactory Letter of Opinion from BMO's Solicitor confirming that all Security is good, valid, and enforceable.

Any other documents, instruments or agreements as may be required by BMO, acting reasonably to the extent permitted by law, and despite anything to the contrary in any particular Security document: (a) all present and future debts, liaiblities and obligations of the Borrower to Bank of Montreal, BMO Harris Bank N.A. and Bank of Montreal's other affiliates and their successors under the Facilities and all indemnity obligations owed by Bank of Montreal to any of its affiliates related to the Facilities will be secured by the Security, and (b) Bank of Montreal will hold all Security as agent for itself and for its affiliates who are owed any present or future debts, liabilities or obligations in connection with any Facility.

Covenants:

As long as any Advance remains outstanding under or in connection with this Letter of Agreement, or so long as this Letter of Agreement remains in effect, the Borrower and any Guarantor will perform and comply with the covenants set out in Schedule A.

Terms and Conditions

Financial Covenants:

In addition, the Borrower and each Guarantor, as applicable, will perform and comply with the following financial covenants, based on financial statements of the Borrower or applicable Guarantor:

N/A

Additional Covenants:

In addition, the Borrower and each Guarantor, as applicable, will perform and comply with the following covenants:

1. None at this time

Reporting Requirements:

Annual	Compilation Engagement Report Accountant Prepared financial statements and T2 Tax Return for the Borrower within 120 days of fiscal year end. Notice of Assessment to be provided as soon as received from tax filing within 180 days of fiscal year end Aged Accounts Receivable and Payables Listings for the Borrower at fiscal year-end annually and as requested by the Bank T1 Personal Tax returns with Notice of Assessment to be provided by Sukhvir Mann and Pardip Sidhu within 120 years of tax year-end Updated Personal Financial Statement on BMO standard form for Sukhvir Mann and Pardip Sidhu annually or as requested by the Bank Forecasts of projections for upcoming fiscal year annually Such other information as Lender may reasonably request from time to time

A $100 per month fee will be applied for non compliance with reporting requirements. The application of this fee does not waive the Default condition.

Prompt notification of management letters, Default notices, Litigation, and any other material events

Satisfactory evidence that all Taxes (including, without limitation, GST, HST, sales tax, withholdings, etc.) have been paid to date

Representations and Warranties:

The Borrower and each Guarantor, as applicable, makes the representations and warranties set out in Schedule B. All representations and warranties of the Borrower and any Guarantor, in addition to any representation or warranty provided in any document executed in connection with a Facility or any Security, shall be true and correct on the date of this Letter of Agreement and on the date of any Advance under a Facility.

Noteless Advances:

The Borrower acknowledges that the actual recording of the amount of any Advance or repayment thereof under the Facilities, and interest, fees and other amounts due in connection with the Facilities, in an account of the Borrower maintained by BMO, shall constitute prima facie evidence of the Borrower's indebtedness and liability from time to time under the Facilities; provided that the obligation of the Borrower to pay or repay any indebtedness and liability in accordance with the terms and conditions of the Facilities set out in this Letter of Agreement shall not be affected by the failure of BMO to make such recording. The Borrower also hereby acknowledges being indebted to BMO for principal amounts shown as outstanding from time to time in BMO's account records, and all accrued and unpaid interest in respect

thereto, which principal and interest the Borrower hereby undertakes to pay to BMO in accordance with the terms and conditions applicable to the Facilities as set out in this Letter of Agreement.

Fees:

All costs and expense incurred by BMO in connection with this Letter of Agreement and the Facilities (including without limitation all legal, appraisal, consulting, and registration fees), and the enforcement of the Security are for the account of the Borrower.

A one-time fee ("Fee") of $2,200 is payable by the Borrower to BMO upon issuance of this Letter of Agreement. This fee is deemed to be earned by BMO, to compensate for time, effort and expense incurred by BMO in authorizing these Facilities.

Annual credit renewal fees are payable to BMO each year. At the date of this letter, such fees are $850. Each year, the amount of such annual credit renewal fees will be the same as the prior year unless BMO provides prior written notice that such annual credit renewal fees are changing from the prior year. If BMO provides such notice, then the annual credit renewal fees for that year and each subsequent year will be as described by BMO until and unless BMO provides prior written notice that such annual credit renewal fees are changing.

All fees payable under this Letter of Agreement shall be paid to BMO on the dates due, in immediately available funds. Fees paid shall not be refundable except in the case of manifest error in the calculation of any fee payment.

If the total Advances exceed the Facility Authorization, the excess will bear interest at the Overdraft Rate, which is currently 21.0% per annum. BMO shall also be entitled to charge the Borrower a fee of $100 each time an excess is created.

If the Borrower requests or requires any amendment to this agreement or any other Loan Document, BMO shall be entitled to an amendment fee of at least $100 per amendment, in addition to all other fees, costs and charges payable by the Borrower.

Cancellation

The cancellation period is 3 business days. The cancellation period is the period in which the borrower can close the new loan(s) established in this agreement. BMO will provide a notice acknowledging the cancellation and outlining any amounts and expenses owed to BMO and any amount that BMO will return to the Borrower in relation to the use of the Loan. The Borrower's cancellation right for a loan or line of credit is in addition to any repayment rights under this agreement. The Borrower has no cancellation right for a credit card.

Banking Services:

The Borrower shall maintain its bank accounts, solely with BMO. Borrower acknowledges that the pricing (including interest, fees and charges) contained in this Letter of Agreement is contingent on the Borrower maintaining all of its operating accounts with BMO. If the Borrower does not do so, BMO may, at any time, in its sole discretion and without any requirement to obtain the agreement of, or provide prior notice to the Borrower, increase such pricing.

Treasury & Payment Solutions:

BMO will provide Non-Credit and treasury & payment solutions to the Borrower. A Treasury & Payment Specialist will contact the Borrower to implement BMO's On-Line Banking for Business platform (OLBB) and discuss additional treasury & payment features such as Electronic Funds Transfer (EFT), Wire Payments, BMO DepositEdge® and Moneris® Payment Processing Solutions. BMO's objective is to provide a package of services that are tailored to meet both the current and future needs of the Borrower in a cost efficient operating environment.

Commercial Loan Insurance Plan:

You understand that unless you submit an Application for Commercial Loan Insurance Plan ("Application"), and it has been approved by Canada Life as the insurer, you will not be covered under the Commercial Loan Insurance Plan

for any facilities under this Letter of Agreement and would be ineligible to submit a claim should you undergo an insurable event.

Counterparts; Electronic Transmissions:

This agreement may be executed in any number of counterparts with the same effect as if all parties hereto had all signed the same document. Any counterpart of this Agreement may be executed and circulated by facsimile, PDF or other electronic means and any counterpart executed and circulated in such a manner shall be deemed to be an original counterpart of this Agreement. All counterparts shall be construed together and shall constitute one and the same original agreement.

Governing Law:

British Columbia and the federal Laws of Canada applicable therein.

Schedules:

The following Schedules are attached to and form part of this letter of agreement:
Schedule A – Covenants
Schedule B – Representations and Warranties
Schedule C – Conditions Precedent to Advances
Schedule D – Additional Terms
Schedule E – Definitions

BMO's Legal Counsel: Bridgehouse Law LLP

9th Floor, 900 West Hastings St, Vancouver BC V6C 1E5

Lawyer: Neal Wang

Phone: 604-684-3579

Email: nwang@bridgehouselaw.ca

Agreement and Consent

In accepting this Letter of Agreement you acknowledge that if, in the opinion of BMO, a material adverse change in risk occurs including, without limitation, any material adverse change in the financial condition, business, property or prospects of the Borrower or any Guarantor, the rights and remedies of BMO, or the ability of the Borrower or any Guarantor to perform its Obligations to BMO, any obligation to Advance some or all of the above Facilities may be withdrawn or cancelled.

Please indicate your acceptance of the terms and conditions hereof by signing and returning one copy of this Letter of Agreement (and making payment of the above noted fee, if applicable) to BMO no later than March 1, 2023. If your acceptance of this Letter of Agreement is not received by BMO by that date, BMO shall not be required to proceed with any of the Facilities.

Yours truly,
BANK OF MONTREAL

By: _____
Name: SARA MOK
Title: Senior Relationship Manager
(604) 328-7646

Agreement and Consent

Accepted and agreed to this 03 (Day) **day of** MARCH (Month), **2023** (Year)

BORROWER

WESTUD STEEL PRODUCTS LTD.

Signature: _____

Name: SUKHVIR MANN

Title: DIRECTOR

GUARANTORS

SUKHVIR MANN

Signature: _____ Witness Signature: _____

Name: SUKHVIR MANN Witness Name: _____

KABIR ARNEJA
BARRISTER & SOLICITOR
BINPAL & ASSOCIATES
#215 - 13737 - 72nd AVE
SURREY, BC V3W 2P2
PHONE: 604-543-0588

PARDIP SINGH SIDHU

Signature: _____ Witness Signature: _____

Name: PARDIP SINGH SIDHU Witness Name: _____

KABIR ARNEJA
BARRISTER & SOLICITOR
BINPAL & ASSOCIATES
#215 - 13737 - 72nd AVE
SURREY, BC V3W 2P2
PHONE: 604-543-0588

Schedules

SCHEDULE A

COVENANTS

1. Payment of all indebtedness due to BMO in connection with this Letter of Agreement or any Facility.
2. Maintenance of corporate existence and status, if applicable.
3. Payment of all Taxes when due (including, without limitation, corporate, GST, HST, sales tax and withholding).
4. Compliance with all material Laws, regulations and applicable permits or Approvals (including health, safety and employment standards, labour codes and environmental Laws).
5. Compliance with all material agreements.
6. Use of proceeds to be consistent with the approved purpose.
7. Notices of death of Borrower or Guarantor, Default, material Litigation, and regulatory proceedings to be provided to BMO on a timely basis.
8. Access by BMO to books and records; BMO to have right to inspect property to which its security applies.
9. No assumption of additional indebtedness or guarantee Obligations by Borrower without prior written consent of BMO.
10. No liens or encumbrances on any assets except with the prior written consent of BMO.
11. No change of control or ownership of the Borrower without the prior written consent of BMO.
12. No disposition of property or assets (except in the ordinary course of business) without the prior written consent of BMO.
13. No material acquisitions, hostile takeovers, mergers or amalgamations without BMO's prior written approval.
14. [For multiple currencies]:

If, for the purposes of obtaining judgment in any court in any jurisdiction with respect to this Letter of Agreement, it becomes necessary to convert into a particular currency (the "Judgment Currency") any amount due under this Letter of Agreement in any currency other than the Judgment Currency (the "Currency Due"), then conversion shall be made at the rate of exchange prevailing on the Business Day before the day on which judgment is given. For this purpose "rate of exchange" means the rate at which BMO is able, on the relevant date, to purchase the Currency Due with the Judgment Currency in accordance with its normal practice at its principal office in Toronto, Ontario. If there is a change in the rate of exchange prevailing between the Business Day before the day on which the judgment is given and the date of receipt by BMO of the amount due, the Borrower will, on the date of receipt by BMO, pay such additional amounts, if any, or be entitled to receive reimbursement of such amount, if any, as may be necessary to ensure that the amount received by BMO on such date is the amount in the Judgment Currency which when converted at the rate of exchange prevailing on the date of receipt by BMO is the amount then due under this Letter of Agreement in the Currency Due. If the amount of the Currency Due which BMO is so able to purchase is less than the amount of the Currency Due originally due to it, the Borrower and each Guarantor jointly and severally (solidarily) agree to indemnify BMO from and against any and all loss or damage arising as a result of such deficiency. This indemnity shall constitute an obligation separate and independent from the other Obligations contained in this Letter of Agreement, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by BMO from time to time and shall continue in full force and effect notwithstanding any judgment or order in respect of an amount due under this Letter of Agreement or under any judgment or order.

SCHEDULE B

REPRESENTATIONS AND WARRANTIES

1. It has the corporate status, power and authority to enter into this Letter of Agreement and any agreement executed in connection with a Facility or any Security to which it is a party, and to perform its Obligations hereunder and thereunder.

2. It is in compliance with all applicable Laws (including environmental Laws) and its existing agreements.

3. Except as otherwise disclosed to BMO in writing, no consent or approval of, registration or filing with, or any other action by, any governmental authority is required in connection with the execution, delivery and performance by it of this Letter of Agreement and any agreement executed in connection with a Facility or any Security to which it is a party.

4. All factual information that has been provided to BMO for purposes of or in connection with this Letter of Agreement or any transaction contemplated herein is true and complete in all material respects on the date as of which such information is dated or certified.

5. No event, development or circumstance has occurred that has had or could reasonably be expected to have a Material Adverse Effect on the business, assets, operations or condition, financial or otherwise, of the Borrower or any Guarantor.

6. There is no material Litigation pending against it or, to its knowledge, threatened against or affecting it.

7. It has timely filed or caused to be filed all required tax returns and reports and has paid or caused to be paid all required Taxes.

8. It has good and marketable title to its properties and assets including ownership of and/or sufficient rights in any material intellectual property.

9. It has complied with all Obligations in connection with any pension plan which it has sponsored, administered or contributed to, or is required to contribute to including, without limitation, registration in accordance with applicable Laws, timely payment of all required contributions or premiums, and performance of all fiduciary and administration Obligations.

10. It maintains insurance policies and coverage that provides sufficient insurance coverage in at least such amounts and against at least such risks as are usually insured against in the same general area by persons in the same or a similar business.

11. It is not in Default nor has any event or circumstance occurred which, but for the passage of time or the giving of notice, or both, would constitute a Default under any loan, credit or security agreement, or under any material instrument or agreement, to which it is a party.

SCHEDULE C

ADDITIONAL CONDITIONS PRECEDENT TO ADVANCES

1. Delivery and review of the articles or other constating documents, by-laws, certified resolutions, shareholder agreements (if any) and good standing or equivalent certificates of each Credit Party demonstrating corporate or organisational status, due capacity and sufficient authority.
2. Delivery of a duly executed copy of the Documentation.
3. Review of all necessary Approvals.
4. Review of all Material Contracts.
5. Review of all information necessary for BMO to comply with all legal and internal requirements in respect of anti-money laundering and proceeds of crime legislation and "know your customer" requirements.
6. Review (as to covered risks, amounts, periods, renewals, issuer(s), named insured(s), beneficiaries, loss payees, caps, standard mortgage and similar clauses, conditions, exclusions and otherwise) by BMO (or its agents) of all insurance policies issued to the Credit Parties.
7. Completion of all due diligence required by BMO in respect of the Credit Parties and their respective business, operations, assets, property and undertaking (including lien, Litigation and solvency searches, as well as real property, insurance, tax, pension and environmental diligence, in each case where and as applicable).
8. Confirmation that all representations, warranties and other declarations made by the Credit Parties under each of the Documentation are true, complete and accurate at the time made or deemed made (including at the time of any Advance).
9. Confirmation that, since the most recent financial statements provided to BMO, no event or series of events has occurred or failed to occur which would reasonably be expected to have, either singly or in the aggregate, a Material Adverse Effect.
10. Confirmation that no Default shall have occurred or be continuing.
11. Payment of all fees, costs, charges, expenses and other amounts then owing under the Documentation.
12. Any other document or action that BMO may reasonably require.

SCHEDULE D

Additional Terms

Expenses: The Borrower(s) shall pay all reasonable costs and expenses of BMO associated with the preparation, due diligence (including third party expenses), administration and enforcement of this Letter of Agreement, the Facilities, the Security and the other loan documentation, regardless of whether or not any advances are made or all of the conditions precedent are satisfied or waived in BMO's discretion.

Increased Costs, Taxes, etc.: If in respect of any change in or introduction of any law, regulation, order, rule, request or directive (whether or not having the force of law but of a kind which is intended to be generally complied with by banks) or in the interpretation thereof by any authority charged with the administration thereof or by any court of competent jurisdiction:

(a) BMO incurs a cost (which it would not otherwise have incurred), becomes subject to a tax, or becomes liable to make a payment (calculated with reference to the amount outstanding or available under a Facility) with respect to continuing to provide or maintain such Facility (other than a tax imposed on the income of BMO);

(b) any reserve, special deposit or similar requirement is imposed or increased with respect to any Facility increasing the cost thereof to BMO; or

(c) BMO suffers or will suffer a reduction in the rate of return on its overall capital (other than a reduction by reason of an income tax referred to in (a) above) as a result of the amount of the capital that BMO is required to maintain being increased or of any change in the manner in which BMO is required to allocate its resources;

then the Borrower(s) shall, upon receiving written notice from BMO, pay to BMO such amount as will compensate BMO for, and will indemnify and hold BMO harmless against, such increases in cost or reductions of rate of return with respect to the applicable Facilities accruing after the date the notice is issued. The notice issued by BMO setting out the amount and basis for the amount of such additional payment required shall be deemed to be *prima facie* correct.

Confidential Information Release and Consent: The Borrower(s) consents to the release of confidential information regarding the business by BMO to affiliates and subsidiaries of BMO for the purpose of assisting BMO in supporting the Borrower(s) with its strategic plans.

The Borrower(s) authorizes and consents to reproduction, disclosure and use by BMO of information about the Borrower(s) (including, without limitation, the Borrower(s)'s name and any identifying logos) and the Facilities (all such information being called the "**Information**") to enable BMO to publish promotional "tombstones" and other forms of notices of the Facilities in any manner and in any media (including, without limitation, brochures, league table purposes).

The Borrower(s) acknowledges and agrees: that BMO shall be entitled to determine, in its discretion, whether to use the Information; that no compensation will be payable by BMO resulting therefrom; and that BMO shall have no liability whatsoever to the Borrower(s) or any of its employees, officers, directors, affiliates or shareholders in obtaining and using the Information in accordance with this paragraph.

Indemnification: The Borrower(s) agrees to indemnify BMO, its affiliates and each of their respective officers, directors, employees, agents and advisors, and save each of them harmless, from and against any and all direct and indirect losses, claims, damages and liabilities arising from activities under or contemplated under this Letter of Agreement, the Security and the other loan documents, other than as a direct result of the gross negligence or willful misconduct of BMO as determined by a final and non-appealable order of a court of competent jurisdiction.

Announcements: The Borrower(s) shall permit BMO to review and approve of any reference to BMO contained in any press release or similar public disclosure in connection with the Facilities.

Assignment: The Borrower(s) shall not assign any of its rights or obligations hereunder or under any other loan document.

BMO shall have the right to assign, sell or participate its rights and obligations under this Letter of Agreement and the other loan documents, including (without limitation) in the Facilities or in any borrowing hereunder, in whole or in part, to any other person, subject to the consent of the Borrower(s) not to be unreasonably withheld. Notwithstanding the foregoing, the consent of the Borrower(s) is not required if a Default has occurred and is continuing or if the Borrower(s) or any Guarantor is insolvent, bankrupt or has taken any action or sought any relief under any insolvency, restructuring or analogous corporate laws.

Set-Off: BMO shall have the right to set-off any outstanding debts, liabilities and other obligations of the Borrower(s) and the Guarantors under this Letter of Agreement and the other loan documents against any amounts on deposit and other property in accounts maintained by the Borrower(s), the Guarantors or any of their affiliates with BMO or any of BMO's affiliates in any jurisdiction, including without limitation BMO Harris Bank. Any currency conversion necessary to give effect to this set-off shall be made by BMO through its normal practices.

Matters relating to Interest: Unless otherwise indicated, interest on any outstanding principal amount and all other amounts (including unpaid interest) shall be calculated daily and shall be payable monthly in arrears on the first business day of the following month; and if the maturity date of a Facility is not the end of a month, all accrued and unpaid interest in respect of such Facility shall be paid on such maturity date. Interest shall accrue from and including the day upon which an advance is made or is deemed to have been made, and ending on but excluding the day on which such advance is repaid or satisfied. Any change in the Prime Rate or the US Base Rate shall cause an immediate adjustment of the interest rate applicable to Prime Rate based loans or US Base Rate based loans, as applicable, without notice to the Borrower(s).

Unless otherwise stated, if reference is made to a rate of interest, fee or other amount "per

annum" or a similar expression is used, such interest, fee or other amount shall be calculated on the basis of a year of 365 or 366 days, as the case may be. If the amount of any interest, fee or other amount is determined or expressed on the basis of a period of less than one year of 365 or 366 days, as the case may be, the equivalent yearly rate is equal to the rate so determined or expressed, divided by the number of days in the said period, and multiplied by the actual number of days in that calendar year. BMO agrees that promptly upon request by the Borrower(s) from time to time it will advise the Borrower(s) of the Prime Rate and the US Base Rate in effect at such time (or during any other period prior to such time), and will assist the Borrower(s) in calculating the effective annual rate of interest required to be disclosed pursuant to section 4 of the *Interest Act* (Canada).

If the amount of any interest, premium, fees or other monies or any rate of interest stipulated for, taken, reserved or extracted under this Letter of Agreement or the Security would otherwise contravene the provisions of section 347 of the *Criminal Code* (Canada), section 4 or section 8 of the *Interest Act* (Canada) or any successor or similar legislation, or would exceed the amounts which BMO is legally entitled to charge and receive under any law to which such compensation is subject, then such amount or rate of interest shall be reduced to such maximum amount as would not contravene such provision; and to the extent that any excess has been charged or received BMO shall apply such excess against the outstanding indebtedness and refund any further excess amount.

BMO may from time to time upon notice to the Borrower(s) adjust the margin/spread on any Facility and other rates of interest applicable to one or more Facilities, save and except for any specific rates of interest agreed for FRTLs during the applicable term.

Withholding Taxes:

Except as otherwise required by law, all payments made by the Borrower(s) to BMO hereunder shall be made without withholding for or on account of any present or future taxes imposed by or within the jurisdiction in which the Borrower(s) is domiciled, any jurisdiction from which the Borrower(s) makes any payment or any other jurisdiction, or (in each case) any political subdivision or taxing authority thereof or therein (other than taxes in respect of the net income, assets or capital of BMO). If any such withholding is required by law, the Borrower(s) shall make the withholding, pay the amount withheld to the appropriate governmental authority before penalties attach thereto or interest accrues thereon and forthwith pay to BMO such additional amount as may be necessary to ensure that the net amount actually received by BMO (after payment of such taxes including any taxes on such additional amount paid) is equal to the amount which it would have received if no amounts had been withheld.

Interpretation:

The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "or" is disjunctive; the word "and" is conjunctive. Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented, restated or replaced (subject to any restrictions on such modifications set out herein), (b) any

reference herein to any statute or any section thereof shall, unless otherwise expressly stated, be deemed to be a reference to such statute or section as amended, restated or re-enacted from time to time, (c) any reference herein to any person shall be construed to include such person's successors and permitted assigns, (d) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Letter of Agreement in its entirety and not to any particular provision hereof, (e) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Letter of Agreement, (f) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights, and (g) any use of "including" or "includes" is not intended to be limited and shall be read to mean "including, without limitation" and "includes, without limitation".

WAIVER OF JURY TRAIL:

EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS LETTER OF AGREEMENT, ANY OTHER LOAN DOCUMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (a) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (b) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS LETTER OF AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

No Advisory or Fiduciary Duty:

The Borrower(s) acknowledges and agrees, and acknowledges its subsidiaries' understanding, that BMO will not have any obligations hereunder except those obligations expressly set forth herein and in the other loan documents and that BMO is acting solely in the capacity of an arm's length contractual counterparty to the Borrower(s) with respect to the Facilities and the transaction contemplated therein and not as a financial advisor or a fiduciary to, or an agent of, the Borrower(s) or any other person. The Borrower(s) agrees that it will not assert any claim against BMO based on an alleged breach of fiduciary duty by BMO in connection with this Letter of Agreement or the other Loan Documents and the transactions contemplated thereby. Additionally, the Borrower(s) acknowledges and agrees that BMO is not advising the Borrower(s) as to any legal, tax, investment, accounting, regulatory or any other matters in any jurisdiction. The Borrower(s) shall consult with its own advisors concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated hereby, and BMO shall have no responsibility or liability to the Borrower(s) with respect thereto.

SCHEDULE E

DEFINITIONS

"**Advance**" or "**Loans**" means an advance, continuation or conversion (where applicable) of any loan or credit extended under this Agreement.

"**Approvals**" means, collectively, all material governmental, regulatory, third party or other approvals, authorizations, consents, rights, titles, interests, franchises, licenses, permits, privileges, qualifications and the like, and orders, registrations, declarations, publications, recordings, filings, notices and such other actions which, in each case, are necessary or desirable (i) for the ownership, lease, operation and normal conduct of the business, property, undertaking and assets of any Credit Party, or (ii) under or in connection with the Facilities and the Documentation (including the execution, delivery, performance, validity, enforceability and perfection (opposability) thereof).

"**Credit Parties**" means, collectively, the Borrower(s) and the Guarantor(s).

"**Default**" means a breach or default or event which, with the giving of notice or the passage of time or both, would constitute a breach or a default (whether as to the performance or fulfilment of any representations, warranties, covenants, obligations or other provisions thereunder) under the applicable documentation (including the Documentation).

"**Documentation**" means, collectively, this Agreement, the Guarantee and Security (set forth below) and all other agreements and documents required to be delivered in connection with the Facilities or the transactions contemplated hereby.

"**including**" means including but without limitation.

"**Laws**" means all laws, statutes, regulations, rules, codes, orders, ordinances, treaties, conventions, judgements, awards, determinations, directives, orders and decrees applicable to a Credit Party, its business or its property, undertaking and assets, including, without limitation, environmental laws and pension plan and other employee plan matters.

"**Litigation**" means any judgment, writ of execution, order, notice of deficiency, injunction or directive rendered, and any notice of infraction, action, suit, proceeding or investigation pending or threatened, in each case against a Credit Party or any of its property or assets.

"**Material Contracts**" means any contract or agreement entered into by any Credit Party in respect of which any material breach or default or any termination or non-renewal would reasonably be expected to have a Material Adverse Effect under clause (i) or (ii) of the definition thereof, as such contracts or agreements may be amended, supplemented, restated, replaced or otherwise modified from time to time to the extent permitted under the Documentation.

"**Material Adverse Effect**" means a material adverse effect on (i) the business, assets, results of operations, prospects or condition (financial or otherwise) of any Credit Party, (ii) the ability of each Credit Party to perform its obligations under the Documentation, or (iii) the legality, validity, binding nature or enforceability of the rights, remedies or recourses of BMO under any of the Documentation.

"**Obligations**" means all debts, liabilities and obligations owed to Bank of Montreal, BMO Harris Bank N.A. and Bank of Montreal's other affiliates and their successors under or in connection with the Facilities, this Letter of Agreement or any other Documentation (in principal, interest, fees, premiums, penalties, costs, losses, expenses and other charges) and includes any indemnity obligations owed by Bank of Montreal to any of its affiliates in relation to the Facilities.

"**Prime Rate**" means the rate of interest announced from time to time by BMO as its reference rate then in effect for determining rates of interest charged on Canadian dollar loans made to its customers in Canada and designated as its prime rate.

"**Taxes**" means all taxes, duties, assessments, imposts, levies and similar charges and claims imposed upon a Credit Party, its income or profits, or upon any properties belonging to it (including, without limitation, corporate, GST, HST, sales tax, real property taxes and other withholdings, deductions and related liabilities).

"**US Base Rate**" means the rate of interest announced from time to time by BMO as its reference rate then in effect for determining rates of interest charged on U.S. Dollar loans made to its customers in Canada and designated as its U.S. base rate.

This is **Exhibit "E"** referred to in the affidavit of Min-Hau Wu sworn before me at **Vancouver, BC** this 13th day of January, 2026.



A Commissioner for taking Affidavits
For **British Columbia**

BMO

39316

INSTALLMENT PAYMENT CONTRACT

Bank of Montreal ("BMO")
5750 Explorer Drive - 3rd Floor,
Mississauga, ON L4W 0B1

And

WESTUD STEEL PRODUCTS LTD. ("Customer")

Dated: October 25, 2023

Terms and Conditions of Installment Payment Contract

PREAMBLE

A. This Installment Payment Contract (together with any addenda and amendments made or attached to it from time to time, "this Contract") is effective as of the date set forth above (the **"Effective Date"**), and is made and entered into by and between BMO and Customer, both identified above. If more than one party executes this Contract as Customer, each such Customer shall be jointly and severally liable hereunder and Section 31(i) shall apply. Capitalized terms used in this Contract and not otherwise defined herein shall have the respective meanings specified in Appendix A attached hereto.

B. This Contract specifies the terms and conditions relating to the financing to be provided to Customer on the security of the Equipment described in Section 1 and other Collateral.

1. DESCRIPTION OF EQUIPMENT.

EQUIPMENT
See attached Schedule A TOGETHER WITH ALL ATTACHMENTS, REPLACEMENT PARTS, SPARE PARTS, SUBSTITUTIONS, ADDITIONS, REPAIRS AND ACCESSORIES INCORPORATED THEREIN AND/OR AFFIXED THERETO (COLLECTIVELY, THE "EQUIPMENT")

LIST OF ATTACHMENTS
Schedule A, attached hereto and made a part hereof

2. DELIVERY AND ACCEPTANCE. Customer acknowledges that the Equipment was delivered to Customer in good working condition and accepted by Customer on the Delivery Date set out in Section 1. If any of the Equipment will be delivered to Customer after the date this Contract is signed, Customer agrees to deliver to BMO a signed delivery and acceptance certificate (a "Delivery and Acceptance Certificate") in such form as BMO shall specify.






3. **FINANCING AND PAYMENT TERMS.** (a) Customer agrees to pay BMO on the terms shown below:

FINANCING TERMS

Total Amount Financed:	$500,000.00 CA
Financing Term:	24 Months
Annual Interest Rate:	7.6500 %
Total Interest Charges:	$69,005.93 CA

Payments Schedule

No. of Scheduled Payments	Beginning on (mm/dd/year)	Amount of Scheduled Payment
24	11/25/2023	$7,250.25 CA
1	10/25/2025	$395,000.00 CA

NOTICE: BMO HAS THE RIGHT TO AMEND, ADJUST AND/OR RESET THE ANNUAL INTEREST RATE IF CUSTOMER FAILS TO DELIVER A FULLY EXECUTED COPY OF THIS CONTRACT TO BMO WITHIN FIVE (5) BUSINESS DAYS OF THE EFFECTIVE DATE

(b) Interest begins to accrue on the Total Amount Financed specified above on October 25, 2023.

(c) The Total Amount Financed (as specified above), together with interest thereon at the Annual Interest Rate (as specified above), in a total amount equal to the Total Interest Charges (as specified above), shall be paid by Customer to BMO in 24 consecutive blended monthly payments equal to the Scheduled Payment, beginning on November 25, 2023 and on the same day of each period thereafter (or, if there is no such date in any such period, on the last day of such period), except for the final Scheduled Payment, which shall be in an amount equal to the balance then outstanding or, if the Scheduled Payments are not payable on an equal monthly basis, at the times and in the amounts specified in the Payments Schedule above. Each such payment will be applied first to accrued interest and the balance thereof, if any, will be applied to the unpaid balance of the Total Amount Financed.

(d) Except as otherwise expressly provided in this Contract, all dollar amounts referred to in this Contract are stated in the lawful currency of Canada.

(e) Payment of all amounts due to BMO under this Contract shall be made at the office of **BMO located at 5750 Explorer Drive - 3rd Floor, Mississauga, ON L4W 0B1**, or to such other Person at such other place as BMO may from time to time designate in writing.

4. **REPRESENTATIONS, WARRANTIES AND AGREEMENTS OF CUSTOMER.** Customer represents and warrants as follows: (a) Customer has the form of business organization indicated on the signature page to this Contract and is and will remain duly organized and existing in good standing under the laws of the jurisdiction of its formation and is duly qualified to do business wherever necessary to perform its obligations under this Contract, and wherever the Equipment is or will be located. Customer's full legal name is as shown beneath Customer's signature to this Contract or as set out in a written notice given by Customer to BMO pursuant to Section 31. Customer's chief executive office or domicile is located in the province or territory shown beneath Customer's signature to this Contract or as set out in a written notice given by Customer to BMO pursuant to Section 31. (b) The execution, delivery and performance of this Contract has been duly authorized by all necessary action of Customer. (c) This Contract has been duly executed and delivered by Customer and constitutes a legal, valid and binding obligation of Customer, enforceable in accordance with its terms. (d) The execution, delivery and performance of this Contract does not require any equity holder approval or approval of, or giving notice to, any governmental authority, and will not contravene any applicable law or the organizational documents of Customer, or contravene the provisions of, or constitute a default under, any indenture, instrument or other agreement to which Customer is a party or by which Customer or its assets may be bound. (e) There is no action or proceeding before any court, arbitrator, administrative agency or other governmental authority pending or threatened against or affecting Customer that (i) involves the Equipment or the transactions contemplated by this Contract, or (ii) if adversely determined, could have a material adverse effect on the financial condition, business or operations of Customer. (f) No "event of default" (as defined in the applicable agreement, judgment or other undertaking) or similar event exists under any material mortgage, indenture, contract, agreement, judgment or other undertaking to which Customer is a party or by which Customer or its assets may be bound. (g) No Default or Event of Default has occurred and is continuing. (h) The present fair market value of the assets of Customer exceeds its liabilities, and Customer is presently paying its debts and other obligations as they become due. (i) Customer has good and marketable title to the Equipment, free and clear of all Liens, other than BMO's Liens therein and any Liens permitted by BMO from time to time in writing.






5. CUSTOMER'S UNCONDITIONAL PAYMENT AND PERFORMANCE OBLIGATIONS; WARRANTIES BY BMO. By signing this Contract, Customer agrees that its payment and performance obligations under this Contract are absolute and unconditional. Customer's payment and performance obligations under this Contract are not subject to cancellation, reduction or setoff for any reason.

6. SECURITY INTEREST AND HYPOTHEC. To secure the payment and performance of Customer's obligations to BMO under this Contract, Customer hereby grants to BMO a continuing first priority security interest in, and Customer hereby hypothecates, without delivery, in favour of BMO for an amount of $500,000.00 CA, plus an additional hypothec equal to 20% of such amount (the whole bearing interest at a rate of 25% per annum) (such security interest and hypothec being collectively referred to as "BMO's Liens"), all Equipment, all substitutions, replacements and additions of all or any part of the Equipment that are hereafter made thereto, and all proceeds (including insurance proceeds) and revenues derived directly or indirectly from any dealing of any of the foregoing, including any property or obligations received when collateral or proceeds are leased, sold, collected, dealt with, exchanged or otherwise disposed of (collectively, the "Collateral"). All proceeds received by Customer shall be held in trust or as mandatary for BMO separate and apart from Customer's other funds or accounts or property and paid or delivered immediately to BMO. Customer confirms that Customer and BMO have not agreed to postpone the time for attachment or registration of BMO's Liens.

7. FURTHER ASSURANCES. Until such time as all amounts now or hereafter owing by Customer under this Contract have been paid in full and Customer has fulfilled all of its other obligations under this Contract, Customer shall, if directed by BMO, affix to the Collateral in a prominent place and maintain thereon any labels, plates or other identifying markings indicating that the Collateral is subject to BMO's Liens. Customer will, at its sole expense, do any act and execute, acknowledge, deliver, file, register and record any documents that BMO deems desirable to perfect, protect and make opposable BMO's Liens in the Collateral and BMO's rights and benefits under this Contract.

8. LOCATION AND RIGHT OF INSPECTION. The Equipment at all times shall be located at the address of Customer specified in Section 1 or such other place in Canada as shall be mutually agreed upon between BMO and Customer; provided that any trucks or trailers forming part of the Equipment may be used for trips of reasonable duration to the continental United States for Customer's business purposes so long as they remain based at the location specified in Section 1. Customer is strictly prohibited from allowing any of the Equipment to cross the U.S./Mexican border into Mexico or be located in Mexico. BMO shall at any and all times during business hours have the right to enter into and upon the premises where the Equipment may be located for the purpose of inspecting the same or observing its use. BMO shall also be granted access to Customer's records relating to the maintenance and use of the Equipment and shall have the right to inspect and make copies of the same. Customer shall not move the Equipment from the location specified in Section 1, except with the prior written consent of BMO, which consent may be withheld in BMO's sole and absolute discretion. Customer shall promptly advise BMO in writing of any circumstances which may in any manner affect any item of Equipment or in any manner affect BMO's Liens therein.

9. USE AND OPERATION OF EQUIPMENT. Customer shall at all times use and operate the Equipment (i) only in the normal course of its business, (ii) only for the purposes for which the Equipment was designed and intended, (iii) in compliance with all laws, rules, regulations, requirements and orders of all governing authorities having jurisdiction with respect to the use, maintenance, condition, possession or operation of the Equipment and (iv) in accordance with the manufacturer's recommendations and all maintenance and operating manuals or service agreements, whenever furnished or entered into as required to protect the warranty, including any subsequent amendments or replacements thereof, issued by the manufacturer. Customer shall keep the Equipment free from any and all Liens (other than BMO's Liens therein), and shall not do or permit anything whereby BMO's Liens therein may be encumbered or impaired. Customer assumes all risks and liability for the Equipment and for the use, possession, control, operation, maintenance, storage and condition thereof, and for injuries or death resulting to persons and damage resulting to property arising from or incident to such use, operation, possession, control, maintenance, storage and condition, whether such injuries, death or damage be to agents or employees of Customer or their property, or to third parties or their property.

10. GENERAL INDEMNITY.

(a) Customer shall promptly indemnify and save and hold harmless BMO and its Affiliates, its and their respective successors and assigns, and its and their respective officers, directors, employees and agents (each, an "Indemnified Person") from, and defend each Indemnified Person against, any and all Claims of whatsoever nature relating to, arising out of or attributable to (i) the acquisition, ownership, manufacture, delivery, importation (if applicable), installation, acceptance, use, possession, control, operation, maintenance, storage and condition of the Equipment and (ii) this Contract, the enforcement hereof and the transactions






contemplated hereby. This indemnity, and all other indemnities of Customer in this Contract, shall survive the expiration or earlier termination of this Contract.

(b) BMO shall notify Customer of any Claim as to which indemnification is sought under this Section 10; provided that the failure to give such notice shall not release Customer from any of its obligations under this Section 10. In any action, suit or proceeding involving an Indemnified Person in connection with any Claim, Customer shall, upon BMO's request and at Customer's expense, defend such action, suit or proceeding, or cause the same to be defended by counsel selected by BMO (which counsel shall be reasonably acceptable to Customer). In connection with any Claim for which indemnification is sought under this Section 10, in no event shall Customer have the right to compromise or settle such Claim unless Customer (i) shall have received the prior written consent of BMO, such consent to be in BMO's sole and absolute discretion, and (ii) agrees in writing to pay the amount of such settlement or compromise.

11. REPAIRS AND ALTERATIONS. Customer shall, at its own cost and expense, maintain, repair and keep each item of Equipment (i) in good repair and operating condition, ordinary wear and tear from proper use excepted, (ii) in accordance with the manufacturer's recommendations and all maintenance and operating manuals or service agreements, whenever furnished or entered into as required to protect the warranty, including any subsequent amendments or replacements thereof, issued by the manufacturer, (iii) in a manner consistent with maintenance practices used by Customer in respect of equipment owned or leased by Customer similar in type to such item and without discrimination between owned and leased equipment and (iv) in compliance with all laws, rules, regulations, requirements and orders of all governing authorities having jurisdiction with respect to the use, maintenance, condition, possession or operation of the Equipment.

12. INSURANCE.

(a) Customer shall at its own expense, and in a form approved by BMO, obtain and maintain: (i) an "all risks" property insurance policy for the full replacement cost of the Equipment as determined by BMO, or such other property insurance in form and amount satisfactory to BMO, said policy to identify BMO as loss payee for its interests; (ii) commercial general liability insurance, naming BMO as additional insured including coverage for bodily injury, property damage, products/completed operations and broad form contractual liability for all obligations undertaken under this Contract and insuring against all claims, demands or actions arising out of or in connection with the use, operation or maintenance of the Equipment and covering the full operation thereof, with the limits of such policy or policies to be in an amount not less than $2,000,000 per occurrence or in such other amount required by BMO in writing. In the event that Customer has less than the above stated limits for commercial general liability insurance, but has an umbrella policy covering the same risks and providing coverage in excess of the above stated limits either alone or in combination with the amount of coverage provided under Customer's commercial general liability insurance policy, Customer may, as an alternative to the extent such umbrella policy covers the same risks and provides such coverage, name BMO as additional insured on the umbrella policy, (iii) if requested by BMO, procure and maintain such other insurance, including products liability insurance in such an amount as shall be required by BMO, and coverage for all Claims for injury to any worker, employee, or agent of Customer arising out of use, operation or maintenance of the Equipment.

(b) Additional insurance requirements are as follows: (i) each insurer shall waive any rights of subrogation against BMO or any other deduction, whether by attachment or otherwise, in respect of any liability of Customer; (ii) each insurer shall agree, by endorsement upon the policy or policies issued by it or by independent instrument furnished to BMO, that it will give BMO thirty (30) days' written notice before the policy in question shall be cancelled or insurance reduced below the requirements of this Contract; and (iii) Customer shall furnish BMO with certificates or other satisfactory evidence of maintenance of the insurance required hereunder and with respect to any renewal policy or policies shall furnish certificates evidencing such renewal not less than 30 days prior to the expiration date of the original policy or renewal policies.

(c) The proceeds of insurance shall, at the option of BMO, be applied: (i) toward the replacement, restoration or repair of the Equipment; or (ii) toward payment of the obligations of Customer under this Contract (including under Section 15).

(d) BMO's Right to Procure Insurance. In case of failure of Customer to procure or maintain insurance as herein specified, BMO shall have the right, but shall not be obligated, to effect such insurance (including with insurers who may be affiliated with BMO or with whom BMO has a referral or other relationship), and in such event, the cost thereof shall be repaid to BMO with the next Scheduled Payment due hereunder, and failure to repay the same shall carry with it the same consequence as any other failure to make a Scheduled Payment, including interest as provided in Section 19.






13. TAXES.

(a) Customer shall keep the Equipment free and clear of all levies and Liens and, without limiting Section 13(b), shall promptly pay or reimburse BMO (on a net after-tax basis) for, and shall indemnify BMO against, all license fees, registration fees, assessments, charges, custom duties and taxes of any nature (municipal, provincial and federal), including personal property taxes, if any, and Sales Taxes (other than taxes on or measured solely by the net income or capital of BMO) which may now or hereafter be imposed in connection with this Contract, any payments hereunder, acquisition, ownership, possession, importation (if applicable) or use of the Equipment, and including any penalties, interest, or delinquency charges accruing by reason of Customer's nonpayment. In addition, Customer shall pay all expenses including legal fees and disbursements on a full indemnity basis where, with BMO's consent, the validity or amount of any tax or assessment shall be challenged.

(b) Customer shall pay promptly to BMO, when due, all taxes, fees and assessments, including license and registration fees, Sales Taxes, property, gross receipts, excise, transaction, ad valorem, privilege, intangible, stamp or other taxes or charges, together with any fines, penalties or interest thereon (unless such fines, penalties or interest arise solely from the gross negligence or willful misconduct of BMO) now or hereafter imposed by any governmental body, upon or with respect to, any of the Equipment or the acquisition, use, possession, ownership, importation (if applicable), operation, delivery or disposition thereof, or the Scheduled Payments hereunder (other than taxes on or measured solely by the net income or capital of BMO) (each an "Imposition"). Any Impositions or other amounts paid by BMO upon the failure of Customer to make such payments provided in this Section 13 shall be payable by Customer to BMO upon demand by BMO. Customer shall cooperate with BMO, as BMO shall reasonably request from time to time, to enable BMO to file any required returns and statements and remit such Impositions and other amounts to the appropriate authorities. If a Claim is made against BMO for taxes with respect to which Customer may be liable, BMO shall promptly give Customer notice in writing of such Claim. BMO's failure to provide such bills or notice shall not in any manner affect Customer's obligations under this Contract to indemnify BMO for payment of such Impositions except to the extent, if any, Customer shall have been materially and adversely prejudiced by such failure; provided, however, that no such exception shall apply to the extent any Claim arose from Customer's failure to comply with its obligation to pay any necessary Imposition. Customer, at the reasonable request of BMO, shall assist BMO in resolving any dispute with any taxing authorities with respect to the payment or non-payment of Impositions. Any custom duties, taxes, penalties and interest that may be assessed against BMO as a result of such contest, shall be payable by Customer to BMO upon delivery to Customer of an invoice and/or a copy of any bill, notice, assessment or other evidence of such obligation received by BMO from the applicable authority.

14. PERFORMANCE OF OBLIGATIONS OF CUSTOMER BY BMO. In the event Customer shall fail to promptly perform any of its obligations under any provision of this Contract (including making any claim for, receiving payment of, and executing and endorsing all documents, cheques or drafts for loss or damage or returned or unearned premiums under any insurance policy), BMO may, at its option, perform the same for the account of Customer without thereby waiving any Default or Event of Default relating to such failure, and Customer hereby grants BMO a power of attorney to take any such action in the name of Customer, including making any such claim, receiving any such payment and executing and endorse all such documents, cheques or drafts, and such grant, being coupled with an interest, shall survive any bankruptcy or other insolvency of Customer. Any amount paid or expense (including reasonable legal fees and disbursements on a full indemnity basis), penalty or other liability incurred by BMO in connection with such performance, together with interest, at the rate thereon equal to the lesser of (i) of eighteen percent (18%) per annum or (ii) the maximum rate as shall then be permitted by applicable law until paid by Customer to BMO, shall be payable by Customer upon demand.

15. LOSS AND DAMAGE. Customer shall bear the entire risk of loss, theft, confiscation, taking, damage or destruction (in whole or in part) of the Equipment from any cause whatsoever; and no loss, theft, damage or destruction of the Equipment shall relieve Customer of its obligations under this Contract. In the event of damage to any item of Equipment that shall not constitute an Event of Loss, Customer shall promptly place the same in the condition and repair required by this Contract. If Customer determines that any item of Equipment has suffered an Event of Loss, Customer shall promptly notify BMO in writing of such Event of Loss. Promptly thereafter, Customer will pay BMO in cash all of the following: (i) the sum of all Scheduled Payments owing under this Contract with respect to such item of Equipment (including any late charges and fees), plus (ii) the present value of all unpaid, future payments owing under this Contract for such item of Equipment. Present value will be determined by discounting the remaining balance owed for such Equipment (as BMO shall reasonably determine) at the Annual Interest Rate specified in Section 3. Upon BMO's receipt of such payment, Customer's obligations related to such piece of Equipment shall terminate.

16. DEFAULT.

(a) An event of default ("Event of Default") shall occur hereunder if: (i) Customer fails to pay any Scheduled Payment or other amount due hereunder within ten (10) days after the same is due and payable, or (ii) Customer fails to perform any other term,

condition or obligation set forth herein and, if curable, such failure shall continue unremedied for a period of ten (10) days after notice thereof from BMO, or (iii) Customer dies or ceases to exist, or sells, transfers or otherwise disposes of (or attempts to sell, transfer, or otherwise dispose of) all or substantially all of its assets, or a Change in Control occurs, or (iv) Customer suspends business, becomes insolvent, makes an assignment for the benefit of creditors, enters into or petitions for a creditor's arrangement or is generally not paying, or admits in writing its inability to pay, its debts as they become due, or (v) the commencement of any bankruptcy, insolvency, receivership, arrangement or similar proceeding by or against Customer or any of its properties or business (unless, if involuntary, the proceeding is dismissed within sixty (60) days of the filing thereof) or the rejection of this Contract in any such proceeding, or (vi) an attachment shall be levied against any of Customer's property or a receiver shall be appointed for any of Customer's property, or (vii) Customer fails to use the Equipment strictly in compliance with all municipal, provincial and federal legal and regulatory agency requirements, or (viii) any guarantor of this Contract defaults on any obligation to BMO or any of the Events of Default listed in clauses (iii) through (vi) occurs with respect to any guarantor or any such guarantor disclaims or repudiates its obligations as guarantor hereunder, or (ix) Customer attempts to remove, sell, transfer, encumber or lease the Equipment or any item thereof without the prior written consent of BMO, or (x) if Customer fails to pay any amount due under any other agreement to which it is a party, whether heretofore or hereafter entered into, within ten (10) days after the same is due and payable, or if any other event of default occurs under any other note, lease, contract, borrowing or agreement to which Customer or any guarantor is a party, including those between Customer or any guarantor and BMO or any of its Affiliates, or (xi) any representation or statement made by Customer, its subsidiaries or successors in connection with this Contract is false or misleading in any material respect, or (xii) Customer breaches any warranty contained herein.

(b) Upon the occurrence of an Event of Default, BMO, at its option (in its sole discretion), may exercise any one or more of the following remedies: (i) proceed at law or in equity to enforce specifically Customer's performance under this Contract or to recover damages, (ii) declare all sums due hereunder immediately due and payable, (iii) sue for and recover all Scheduled Payments and other amounts thereafter accruing hereunder as the same become due, including all Impositions described in Section 13, (iv) take possession of all or any of the Collateral and, for the purpose thereof, enter the premises on which any of the Collateral is located without notice, court order or other process of law (damages occasioned by such taking are expressly waived by Customer), and thereupon Customer's right to possession and use of such Collateral shall terminate, but Customer shall be and remain liable for all of its obligations hereunder, including damages arising as a result of such Event of Default and termination, (v) sell, lease or otherwise dispose of any or all items of the Collateral at public or private sale or lease, with or without notice to Customer, for cash or on credit and to such Persons and upon such terms, as BMO shall elect, and apply or retain the net proceeds of such disposition to reduce any amounts due to BMO, in such order as BMO may decide, with Customer remaining liable for any deficiency, (vi) appoint by instrument in writing one or more receivers, managers, administrators or receivers and managers (each, a "Receiver") of Customer or any or all of the Collateral with such rights, powers and authority as may be provided for in the instrument of appointment or any supplemental instrument (including any or all of BMO's rights, powers and authority that are provided for under this Contract), to remove and replace any such Receiver from time to time and, to the extent permitted by applicable law, any Receiver appointed by us will, for purposes relating to responsibility for the Receiver's acts or omissions, be considered to be Customer's agent or mandatary and not BMO's agent or mandatary, (vii) apply to a court of competent jurisdiction for the appointment of a Receiver of Customer or of any or all of the Equipment, and (viii) exercise any and all other remedies allowed by applicable law, including the PPSA. To the extent that BMO is required to pay to Customer any such excess, Customer agrees that BMO will have the right to offset any other obligation that Customer has with BMO against BMO's obligation to pay such excess. Upon the occurrence of the Event of Default described in Section 16(a)(iv) or (a)(v) (and without limitation to any other remedies available to BMO), the remedies provided in Sections 16(b)(ii) and (iii) shall be automatically exercised, without any requirement of prior written notice to Customer or any other demand, act or declaration by BMO, the amounts described herein shall be immediately due and payable.

(c) No right or remedy conferred upon or reserved to BMO by this Contract shall be exclusive of any other right or remedy herein or by law provided; all rights and remedies conferred upon BMO by this Contract or by law shall be cumulative and in addition to every other right or remedy available to BMO. In the event of any Default or Event of Default on the part of Customer, Customer shall pay, in addition to any late payment charges that may be due under Section 19, all costs, expenses and disbursements (including legal fees and disbursements on a full indemnity basis) incurred by BMO in exercising its rights or remedies under this Contract or enforcing any of the provisions or terms under this Contract, including but not limited to costs of transportation, possession, storage, insurance, taxes, Lien removal, repair, refurbishing, advertising and brokers' fees, and all other pre-judgment and post-judgment enforcement related actions taken by BMO or any actions taken by BMO in any bankruptcy or insolvency proceeding involving Customer, any of the Collateral, or any other Person.

17. **NO ASSIGNMENT BY CUSTOMER.** Without the prior written consent of BMO, which consent may be withheld in BMO's sole and absolute discretion, Customer shall not (a) assign, transfer, mortgage, sell, encumber, pledge, hypothecate or otherwise dispose of this Contract, the Collateral or any part thereof, or any interest therein, or (b) lease or rent the Collateral or any part thereof or permit the Collateral or any part thereof to be used by anyone other than Customer or Customer's employees. Consent






to any of the foregoing prohibited acts applies only in the given instance and is not a consent to any subsequent like act by Customer or any other Person. The conditions hereof shall bind any permitted successors and assigns of Customer. Any attempt to assign, transfer, mortgage, sell, encumber, pledge, hypothecate, lease, rent or otherwise dispose of the Collateral or this Contract without BMO's consent shall be void.

18. PERSONAL PROPERTY. The Equipment is, and shall at all times be and remain, personal property notwithstanding that the Equipment or any part thereof may now be, or hereafter become, in any manner affixed or attached to, or imbedded in, or permanently resting upon, real property or any building thereon, or attached in any manner to what is permanent by means of cement, plaster, nails, bolts, screws or otherwise. Customer shall obtain and deliver to BMO upon BMO's request, any waivers (including any landlord and mortgagee waivers), releases and other records from the holder of any interest in the real property upon which the Equipment may be located.

19. LATE PAYMENT. Should Customer fail to pay any Scheduled Payment or any other sum required to be paid by Customer to BMO under this Contract within 10 days after the due date thereof, Customer shall pay to BMO on demand interest, calculated and payable both before and after maturity, demand and default, on such delinquent payment from the due date thereof until paid, at the rate equal to eighteen percent (18%) per annum, and with interest on overdue interest at the same rate.

20. OFFSET. Customer hereby waives any and all existing and future claims and offsets against any Scheduled Payments or other payments due under this Contract, and agrees to promptly pay the Scheduled Payments and other amounts due under this Contract in full, regardless of any offset or claim which may be asserted by Customer or on its behalf.

21. NON-WAIVER. Time is of the essence. BMO's failure at any time to require strict performance by Customer of any of the provisions of this Contract shall not waive or diminish BMO's right thereafter to demand strict compliance therewith or with any other provision of this Contract. Waiver of any Default or Event of Default by BMO shall not waive any other Default or Event of Default. No covenant or condition of this Contract may be waived, amended or modified except by the written consent of BMO.

22. NOTICES. All demands, notices, requests, consents, waivers and other communication under this Contract shall be in writing and shall be deemed to have been duly given when personally delivered or three (3) Business Days after being deposited in the mail, postage prepaid, or the Business Day after delivery to a recognized overnight courier, charges prepaid, or when sent by facsimile transmission (with confirmation of receipt), addressed to each party at (i) in the case of Customer, the address or fax number set forth below the signature of Customer on the signature page to this Contract, or to such other address or fax number as may hereafter be furnished in writing by Customer to BMO and (ii) in the case of BMO, the address set forth in Section 3(e) or such other address or fax number as may hereafter be furnished in writing by BMO to Customer.

23. CURRENCY INDEMNITY. If, for the purposes of obtaining judgment in any court in any jurisdiction with respect to this Contract, it becomes necessary to convert into a particular currency (the "Judgment Currency") any amount due under this Contract in any currency other than the Judgment Currency (the "Currency Due"), then conversion shall be made at the rate of exchange prevailing on the Business Day before the day on which judgment is given. For this purpose "rate of exchange" means the rate at which BMO is able, on the relevant date, to purchase the Currency Due with the Judgment Currency in accordance with BMO's normal practice at BMO's head office in Toronto, Ontario. In the event that there is a change in the rate of exchange prevailing between the Business Day immediately preceding the day on which the judgment is given and the date of receipt by BMO of the amount due, Customer shall, on the date of receipt by BMO, pay such additional amounts, if any, or be entitled to receive reimbursement of such amount, if any, as may be necessary to ensure that the amount received by BMO on such date is the amount in the Judgment Currency which when converted at the rate of exchange prevailing on the date of receipt by BMO is the amount then due under this Contract in the Currency Due. If the amount of the Currency Due which BMO is so able to purchase is less than the amount of the Currency Due originally due to it, Customer shall indemnify and save the BMO harmless from and against all loss or damage arising as a result of such deficiency. This indemnity shall constitute an obligation separate and independent from the other obligations contained in this Contract, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by BMO from time to time and shall continue in full force and effect notwithstanding any judgment or order for a liquidated sum in respect of an amount due under this Contract or under any judgment or order.

24. SUCCESSORS; SURVIVAL. This Contract shall be binding upon and inure to the benefit of the heirs, administrators, successors and permitted assigns of the parties hereto. Customer's representations and warranties, indemnities and reimbursement obligations shall survive the termination, cancellation or expiration of this Contract.

25. FINANCIAL STATEMENTS. Customer agrees that for so long as any amounts are outstanding under this Contract, Customer shall deliver or cause to be delivered to BMO (a) as soon as practicable, and in any event within 45 days after the end of






each quarterly period (other than the fourth quarterly period) for each fiscal year of Customer, the balance sheet of Customer as of the end of such quarterly period together with the related statements of income and expenses for such quarterly period, all in reasonable detail and prepared in accordance with generally accepted accounting principles consistently applied throughout the period involved, and certified by Customer's chief financial officer; and (b) as soon as practicable, and in any event within 90 days after the close of each fiscal year of Customer, the audited balance sheet of Customer as of the end of such fiscal year together with related statements of income and surplus for such fiscal year, all in reasonable detail and prepared in accordance with generally accepted accounting principles consistently applied throughout the period involved, and certified by a chartered accountant or chartered professional accountant acceptable to BMO.

26. COMPLIANCE. Customer agrees to promptly furnish to BMO all documentation and other information requested by BMO, including regarding Customer, its directors, authorized signing officers, direct or indirect shareholders or other Persons in control of Customer, and the transactions contemplated hereby, which may be required under present or future "know your customer", anti-money laundering, anti-terrorist financing, anti-corruption and government sanction laws, whether within Canada or elsewhere, including *The Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada). Customer is and will remain in full compliance with all such laws, including ensuring that no Person who owns a controlling interest in or otherwise controls Customer is or shall be (and if they are, immediately notifying BMO thereof) a designated Person under any regulations made under the *United Nations Act* (Canada), the *Special Economic Measures Act* (Canada), the *Criminal Code* (Canada) or any other present or future laws in Canada or elsewhere addressing anti-money laundering, anti-terrorist financing, anti-corruption or government sanction laws.

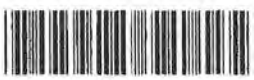
27. VEHICLES. If any item of Equipment is a motor vehicle, Customer shall: (a) permit only licensed drivers to operate same who shall be employees of Customer or any permitted lessee; (b) use the vehicle for its own needs and not for hire; (c) do nothing which shall increase or suspend insurance coverage thereon; (d) assume sole responsibility for the payment of wages and all other amounts owing to or on account of such employees; (e) cause all registration and/or licensing of such item of Equipment and any renewals thereof to be completed in a timely fashion; and (f) shall cause such item of Equipment to be insured for comprehensive and collision coverage and for such other insurance as BMO may from time to time require.

28. COUNTERPARTS AND ELECTRONIC SIGNATURE AND STORAGE. Without limiting in any way the right of BMO to require that an originally-signed copy of this Contract be delivered to it, this Contract and all documents related hereto each may be executed in any number of counterparts and by facsimile, electronic or digital signature, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument. BMO and Customer acknowledge and agree that: (a) this Contract and all documents and information related hereto may be reproduced and stored in any electronic format, and the originals so reproduced destroyed; and (b) any such electronic copy shall be deemed an original, shall be admissible in any court or other proceeding, and shall be enforceable against the parties hereto and thereto, whether or not the original is in existence and whether or not such reproduction was made or preserved by BMO in the regular course of business.

29. FURTHER ASSURANCES. Customer shall, at Customer's expense, from time to time execute and deliver such further documents and assurances and take such further actions as BMO may reasonably request (a) in order to carry out the intent and purposes of this Contract or (b) to establish and protect BMO's Liens in any of the Collateral or the rights and remedies granted or intended to be granted in favour of BMO under the terms of this Contract.

30. NOTIFICATIONS AND COVENANTS OF CUSTOMER. Customer shall provide written notice to BMO: (a) promptly, and in any event within five (5) days, after any officer of Customer becomes aware of the existence of any Default or Event of Default, specifying the nature and period of existence thereof and what action Customer is taking or proposes to take with respect thereto; (b) thirty (30) days prior to any change in Customer's legal name (including adding a French or English name), or its jurisdiction or form of organization, or its chief executive office or domicile; and (c) promptly upon Customer becoming aware of any alleged violation of applicable law relating to the Equipment or this Contract. Customer shall (i) promptly file all tax returns and pay all taxes when due, except those that are being contested in good faith by proceedings promptly instituted and diligently conducted and for which adequate reserves, if any, have been provided as required by generally accepted accounting principles, consistently applied, (ii) maintain adequate written records and books with respect to the use, operation and maintenance of the Equipment and maintain a system of sound financial accounting with written records, (iii) comply with all orders, ordinances, laws, and statutes of any governmental body having jurisdiction over Customer and (iv) comply with all applicable licensing, registration and other laws and regulations with respect to the Equipment. Customer agrees that it has entered into this Contract and will use the Equipment solely for commercial or business purposes.



31. MISCELLANEOUS.

(a) A provision of this Contract which is prohibited or unenforceable in any jurisdiction shall as to such jurisdiction be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

(b) This Contract shall be governed by and construed in accordance with the laws of the Province of Ontario and, as it relates to the creation, validity and enforceability of the hypothecs granted under Section 6, with the laws of the Province of Quebec.

(c) BMO may enforce any Claim or Imposition arising out of this Contract in any court having subject matter jurisdiction for or located in Ontario, Canada. For the purpose of any action or proceeding instituted with respect to any such Claim or Imposition, Customer hereby irrevocably submits to the non-exclusive jurisdiction of such courts. To the fullest extent permitted by law, Customer irrevocably consents to the service of process out of said courts by mailing a copy thereof, by registered mail, postage prepaid, to Customer and agrees that such service (a) shall be deemed in every respect effective service of process upon it in any such suit, action or proceeding, and (b) shall be taken and held to be valid personal service upon personal delivery to it. Nothing herein contained shall affect the right of BMO to serve process in any other manner permitted by law or preclude BMO from bringing an action or proceeding in respect hereof in any other country, province or place having jurisdiction over such action. Customer hereby irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any court located in or for Ontario, Canada and any claim that any such suit, action or proceeding brought in such a court has been brought in an inconvenient forum.

(d) EACH OF CUSTOMER AND BMO UNCONDITIONALLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS CONTRACT OR ANY OF THE RELATED DOCUMENTS, OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH OF CUSTOMER AND BMO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, AND (B) ACKNOWLEDGES THAT BOTH CUSTOMER AND BMO HAVE BEEN INDUCED TO ENTER INTO THIS CONTRACT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 31(d). THIS WAIVER MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, SUPPLEMENTS OR MODIFICATIONS TO THIS CONTRACT, ANY RELATED DOCUMENTS OR ANY OTHER DOCUMENTS OR AGREEMENTS RELATING TO THIS TRANSACTION OR ANY RELATED TRANSACTION.

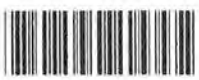
(e) This Contract, as well as any addenda, riders or attachments hereto, constitutes the entire agreement of the parties with respect to the financing on the security of the Collateral. NO VARIATION, AMENDMENT OR MODIFICATION HEREOF OR THEREOF OR ANY WAIVER OF ANY OF THEIR RESPECTIVE PROVISIONS OR CONDITIONS SHALL BE VALID UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE PARTIES HERETO.

(f) If BMO is required by the terms hereof to pay to or for the benefit of Customer any amount received as a refund of an Imposition or as insurance proceeds, BMO shall not be required to pay such amount, if any Default has occurred and not been cured or any Event of Default shall have occurred and not been waived by BMO. In addition, if BMO is required by the terms hereof to cooperate with Customer in connection with certain matters, such cooperation shall not be required if a Default or Event of Default has then occurred and is continuing.

(g) To the extent BMO is required to act reasonably in giving or withholding its consent or approval with respect to any matter, the reasonableness of BMO's withholding of such consent shall be determined based on the then existing circumstances; provided, that BMO's withholding of its consent shall be deemed reasonable for all purposes if (1) the taking of the action that is the subject of such request, might result (in BMO's sole and unfettered judgment), in (A) an impairment of BMO's rights, title or interests hereunder, or BMO's Liens in and to the Collateral, or (B) expose BMO to any Claims or Impositions, or (2) Customer fails to provide promptly to BMO any filings, certificates, opinions or indemnities required by BMO as a condition to such consent.

(h) The headings in this Contract are for convenience only and will not affect the construction or interpretation hereof or thereof. Unless the context otherwise requires, words importing the singular include the plural and vice versa, and words importing gender include all genders. References in this Contract to "including" shall mean "including, without limitation". Unless expressly provided otherwise, references to Sections in this Contract or in Appendix A hereto are to Sections of this Contract. The expressions






APPENDIX A
TO INSTALLMENT PAYMENT CONTRACT

DEFINITIONS

"Affiliate" of any Person shall mean any other Person that directly or indirectly controls, or is controlled by, or is under common control with, such Person. The term "control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise, and the terms "controlling" and "controlled" shall have meanings correlative to the foregoing.

"BMO" shall mean Bank of Montreal and its successors and assign.

"Business Day" shall mean any day, other than a Saturday, a Sunday or any "holiday" (as defined in the *Interpretation Act* (Canada)) in Toronto, Ontario.

"Customer" shall mean any Customer or co-Customer named herein.

"Change in Control" shall occur in the event of any of the following: (a) any transfer, sale or conveyance of the voting equity capital in Customer or any guarantor occurs which results in a change in control (as such term is defined in the definition herein of "Affiliate") of Customer or any guarantor, (b) any transaction of amalgamation, merger or consolidation occurs which results in a change in control of Customer or any guarantor, or (c) a sale of all or substantially all assets of Customer or any guarantor. For purposes hereof, "voting equity capital" shall mean equity or ownership interests of any class or classes, the holders of which are ordinarily, in the absence of contingencies, entitled to elect a majority of the corporate directors (or Persons performing similar functions).

"Claims" shall mean any action, cause of action, claim, demand, proceeding (whether legal, equitable or otherwise), suit, judgment, loss, damage, obligation, cost, expense, disbursement, penalty and/or liability (including any of the foregoing based on or relating to copyright, trademark, industrial design or patent infringement, environmental liability, negligence, strict liability in tort, statutory liability or violation of laws of any kind or nature), together with legal fees and expenses related thereto.

"Contract", "herein", "hereunder" or other like words, unless the context requires otherwise, shall mean this Installment Payment Contract between Customer and BMO, as the same may from time to time be supplemented or amended.

"Default" shall mean any event or condition that with the giving of notice or lapse of time or both would constitute an Event of Default.

"Equipment" shall have the meaning specified in Section 1.

"Event of Default" shall mean an Event of Default as specified in Section 16(a).

"Event of Loss" shall mean an occurrence pursuant to which an item of Equipment (i) shall suffer destruction, damage, contamination or wear which, in BMO's determination, makes repair uneconomic or renders such Equipment unfit for use, (ii) shall suffer theft or disappearance, (iii) shall be permanently returned to the manufacturer pursuant to any warranty or patent indemnity provisions, or (iv) shall have title or use thereto taken or appropriated by any governmental authority under the power of eminent domain or otherwise.

"Imposition" shall have the meaning specified in Section 13(b).

"Indemnified Person" shall have the meaning specified in Section 10(a).

"Lien" shall mean any mortgage, pledge, security interest, lien, hypothec, encumbrance, lease, exercise of rights, claim, disposition of title or other charge of any kind on property.

"Person" shall include an individual, partnership, limited partnership, limited or unlimited liability company, corporation, trust, association or unincorporated organization, and a government or agency or political subdivision thereof.






"PPSA" shall mean, in respect of each province or territory of Canada (other than Quebec), the *Personal Property Security Act* of such province or territory and, in respect of Quebec, the *Civil Code of Quebec*, as in effect from time to time.

"Sales Taxes" shall mean sales taxes, use taxes, social service taxes, transfer taxes, goods and services taxes, harmonized sales taxes, provincial sales taxes and other similar taxes.

"Scheduled Payment" shall have the meaning specified in Section 3.






INSTALLMENT PAYMENT CONTRACT

This Contract is subject to all terms and conditions contained herein, which Customer acknowledges having read.

This Contract shall not be binding upon BMO until accepted by BMO.

Acceptance Date: Nov 6, 2023

BMO: Bank of Montreal

By: Toni James, Portfolio Manager
Authorized Signature and Title

Renee Dante, Sales Associate

Date of Contract: October 25, 2023

Customer: WESTUD STEEL PRODUCTS LTD.

By: Signing Officer
Authorized Signature and Title

INDER MANN, Signing Officer
Type/Print Name and Title

By: _____
Additional Authorized Signature if Required

_____
Type/Print Name and Title

initials

13050 88 Ave
Surrey, BC V3W 3K3

~~8820 120 St,~~
~~Surrey, BC V3V 0C9~~

Form of Organization: Corporation
Jurisdiction of Organization: _____
Jurisdiction of Domicile: _____
Jurisdiction of Chief Executive Office: _____

Confidential

PAYMENT METHOD

This Section sets out the pre-authorized debit agreement ("this PAD") made by Customer and Bank of Montreal in connection with the above Installment Payment Contract (the "Contract").

Customer hereby authorizes Bank of Montreal to debit the bank account identified below or any other account as Customer may identify to Bank of Montreal from time to time, for (i) the amount of each payment due by Customer under the Contract on or shortly after its payment due date (each, a "Scheduled Debit Date"), and (ii) any other amount that may become due under the Contract, on the next Scheduled Debit Date. Customer acknowledges that Bank of Montreal may seek to contact Customer to obtain a separate authorization for any withdrawal on a date that is not a Scheduled Debit Date. This PAD will remain in effect until Customer gives Bank of Montreal written notice of its change or termination. Customer may cancel this PAD upon 10 days' written notice to Bank of Montreal before the next Scheduled Debit Date.

Customer has certain recourse rights if any debit that Bank of Montreal draws does not comply with this PAD. For example, Customer has the right to reimbursement for any debit that is not authorized or is not consistent with this PAD. For more information about Customer's recourse rights, cancellation rights, or to obtain a sample cancellation form, Customer may contact its financial institution or visit www.cdnpay.ca.

Bank of Montreal may assign this PAD to another person or entity without notice to Customer, unless required by law. Customer acknowledges that Bank of Montreal will not notify Customer in advance of any withdrawal, and Customer agrees to waive all pre-notification requirements in respect of all withdrawals to be made under this PAD.

PAD CATEGORY: BUSINESS

Financial Institution: Bank of Montreal

Address:

Institution Number (0 + 3 digits): 1

Transit Number (5 digits): 8180

Account Number: 1985027

Sample Cheque



Transit Number | Institution Number | Account Number

Name of Account Signatory: SNIDERMANN	Name of Account Signatory:
Signature:	Signature:
Date: November 1, 2023	Date:

PLEASE ATTACH A SAMPLE CHEQUE WITH "VOID" WRITTEN ON IT.

Confidential

BMO

Installment Payment Contract # 39316

Amortization Schedule

Dated: October 25, 2023

Interest Rate: 7.6500%

Period Ending	Equipment Cost (amounts in CAD)	Payments (amounts in CAD)	Principal (amounts in CAD)	Interest (amounts in CAD)	Cumulative Principal (amounts in CAD)	Cumulative Interest (amounts in CAD)	Ending Balance (amounts in CAD)
10/2023	$500,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$500,000.00
11/2023		$7,250.25	$4,062.75	$3,187.50	$4,062.75	$3,187.50	$495,937.25
12/2023		$7,250.25	$4,088.65	$3,161.60	$8,151.39	$6,349.10	$491,848.61
01/2024		$7,250.25	$4,114.71	$3,135.53	$12,266.11	$9,484.63	$487,733.89
02/2024		$7,250.25	$4,140.94	$3,109.30	$16,407.05	$12,593.94	$483,592.95
03/2024		$7,250.25	$4,167.34	$3,082.91	$20,574.39	$15,676.84	$479,425.61
04/2024		$7,250.25	$4,193.91	$3,056.34	$24,768.30	$18,733.18	$475,231.70
05/2024		$7,250.25	$4,220.65	$3,029.60	$28,988.95	$21,762.78	$471,011.05
06/2024		$7,250.25	$4,247.55	$3,002.70	$33,236.50	$24,765.48	$466,763.50
07/2024		$7,250.25	$4,274.63	$2,975.62	$37,511.13	$27,741.10	$462,488.87
08/2024		$7,250.25	$4,301.88	$2,948.37	$41,813.01	$30,689.46	$458,186.99
09/2024		$7,250.25	$4,329.31	$2,920.94	$46,142.31	$33,610.41	$453,857.69
10/2024		$7,250.25	$4,356.90	$2,893.34	$50,499.22	$36,503.75	$449,500.78
11/2024		$7,250.25	$4,384.68	$2,865.57	$54,883.90	$39,369.32	$445,116.10
12/2024		$7,250.25	$4,412.63	$2,837.62	$59,296.53	$42,206.93	$440,703.47
01/2025		$7,250.25	$4,440.76	$2,809.48	$63,737.29	$45,016.42	$436,262.71
02/2025		$7,250.25	$4,469.07	$2,781.17	$68,206.37	$47,797.59	$431,793.63
03/2025		$7,250.25	$4,497.56	$2,752.68	$72,703.93	$50,550.27	$427,296.07
04/2025		$7,250.25	$4,526.23	$2,724.01	$77,230.16	$53,274.29	$422,769.84
05/2025		$7,250.25	$4,555.09	$2,695.16	$81,785.25	$55,969.44	$418,214.75
06/2025		$7,250.25	$4,584.13	$2,666.12	$86,369.38	$58,635.56	$413,630.62
07/2025		$7,250.25	$4,613.35	$2,636.90	$90,982.73	$61,272.46	$409,017.27
08/2025		$7,250.25	$4,642.76	$2,607.49	$95,625.49	$63,879.94	$404,374.51
09/2025		$7,250.25	$4,672.36	$2,577.89	$100,297.85	$66,457.83	$399,702.15
10/2025		$402,250.25	$399,702.15	$2,548.10	$500,000.00	$69,005.93	$0.00

** This payment schedule sets forth your estimated payments during the initial term of the lease schedule/promissory note and is for information purposes only. The exact amount of your payment will vary depending upon the date the payment is received, and late payment charges, the inclusion of any use taxes and the like; and does not reflect the amount which you would need to pay in the event of any early termination of the lease schedule/promissory note by reason of default or any early payout. In addition, this payment schedule does not imply any fixed purchase option price regarding the financed equipment or constitute a measure of the damages in the event of a destruction or loss of the lease equipment covered by the lease schedule/promissory note.**

By initialing below Customer confirms that it has reviewed the entirety of this 1 page Amortization Schedule and agrees that the information set forth in such Schedule is accurate and complete.

Initial Here

Confidential

BMO

SCHEDULE A

Attachment to a Installment Payment Contract No. 39316 Between
Bank of Montreal ("BMO") And
WESTUD STEEL PRODUCTS LTD. ("Customer")

Dated October 25, 2023

Vendor Name	Invoice Number	Asset Location	Description	Serial Number
SAMCO MACHINERY LTD	IV-1003116, IV-1003159, IV-1003556, IV-1003637, IV-1003650	~~8820 120TH ST, SURREY, BC~~ 13050 88Ave, Surrey, BC	(1) MACHINE ASSEMBLY THAT CUTS AND BENDS STEEL	
SAMCO MACHINERY LTD	IV-1003439, IV-1003588, IV-1003726, IV-1003757	~~8820 120TH ST, SURREY, BC~~ 13050 88Ave, Surrey, BC	(1) MACHINE ASSEMBLY THAT CUTS AND BENDS STEEL	

Initials

Initials

By initialing below, Customer confirms that it has reviewed the entirety of this 1 page Schedule A and agrees that the information set forth in such Schedule is accurate and complete.

Initial Here _____

INCLUDING ALL ATTACHMENTS, APPURTENANCES, ACCESSIONS, ACCESSORIES AND SUBSTITUTIONS. INSURANCE PROCEEDS ON ABOVE.

BMO

DELIVERY AND ACCEPTANCE CERTIFICATE AND DIRECTION

Dated: October 25, 2023

The undersigned, being the Customer named in that certain
Installment Payment Contract No. 39316 (the "IPC"),
Between Bank of Montreal ("BMO") And
WESTUD STEEL PRODUCTS LTD. ("Customer")

does hereby certify and agree to the following (capitalized terms not otherwise defined herein shall have the meanings, directly or indirectly, set forth in the IPC):

(The applicable section is Checked.)

I. ☐ **A. NO OR PARTIAL DELIVERY: ALTHOUGH NONE OR ONLY PART OF THE EQUIPMENT DESCRIBED IN THE IPC HAS BEEN RECEIVED, Customer certifies and acknowledges that: (1) for the Equipment that has been received, such Equipment is in acceptable condition and has been properly installed as of the date hereof and such Equipment has been unconditionally and irrevocably accepted by Customer on an AS IS BASIS; and (2) for the Equipment that has not been received, Customer waives any and all rights it may have to inspect or reject such Equipment. Customer irrevocably authorizes and directs BMO to immediately pay the Vendor(s) and/or Supplier(s) stated in Section II below in the amount(s) stated in Section II below for the Equipment both received and not received.**

OR

☑ **B. FINAL DELIVERY AND ACCEPTANCE CERTIFICATE.** Customer certifies and acknowledges that all of the Equipment described in the IPC has been received in acceptable condition and has been properly installed as of the date hereof and such Equipment has been unconditionally and irrevocably accepted by Customer on an AS IS BASIS. Customer irrevocably authorizes and directs BMO to immediately pay the Vendor(s) and/or Supplier(s) stated in Section II below in the amount(s) stated in Section II below or to reimburse Customer for its payments to such Vendor(s) and/or Supplier(s) for the Equipment, as applicable.

II. *Enter the appropriate information (supported with invoice):*

IN WITNESS WHEREOF, Customer has signed this certificate and direction on this 1st day of November, 2023

Customer: WESTUD STEEL PRODUCTS LTD.

By: _____ Signing Officer
Authorized Signature and Title

By: _____
Additional Authorized Signature and Title if Required

This is **Exhibit "F"** referred to in the affidavit of Min-Hau Wu sworn before me at **Vancouver, BC** this 13th day of January, 2026.



A Commissioner for taking Affidavits
For **British Columbia**

Company Legal Name: COLUMBIA NATIONAL STEEL PRODUCTS INC.

Document Name: LF379BC - B.C. P.P.S.A. General Security Agreement with floating charge (for corporations only)

Customer Tracking ID: 828025624181700

Application ID: 200349241

Transaction ID: 301386230

ATTENTION:

Please do not remove or discard this sheet and ensure that it is returned with the attached document(s).

THIS SECURITY AGREEMENT is made the 7TH day of March, 2023 (year).

BETWEEN:

COLUMBIA NATIONAL STEEL PRODUCTS INC.,
a British Columbia company (No. BC1087361)
having its chief executive office at 13050 88 AVE
SURREY
V3W3K3,
, British Columbia, ;
(the "Borrower")

AND:

BANK OF MONTREAL, a Chartered Bank of Canada with head office in Montreal, Quebec, and having a branch office at 595 BURRARD STREET,
VANCOUVER, British Columbia, V7X1L7 ;
(together with BMO Harris Bank N.A. and Bank of Montreal's other affiliates and their respective successors who are owed any present or future debts, liabilities or obligations by the Borrower, collectively the "Bank")

1. SECURITY INTEREST

1.1 For consideration the Borrower does hereby:

(a) mortgage and charge as and by way of a fixed and specific charge, and assign and transfer to the Bank, and grant to the Bank a security interest in, all the Borrower's right, title and interest in and to all its presently owned or held and after acquired or held personal property, of whatever nature or kind (including without limitation client lists, client records and client files) and wheresoever situate, and all proceeds thereof and therefrom including:

(i) all equipment, including, without limiting the generality of the foregoing, machinery, tools, fixtures, furniture, furnishings, chattels, motor vehicles and other tangible personal property that is not Inventory, and all parts, components, attachments, accessories, accessions, replacements, substitutions, additions and improvements to any of the foregoing (all of which is hereinafter collectively called the "Equipment");

(ii) all inventory, including, without limiting the generality of the foregoing, goods acquired or held for sale or lease or furnished or to be furnished under contracts of rental or service, all raw materials, work in process, finished goods, returned goods, repossessed goods, and all packaging materials, supplies and containers relating to or used or consumed in connection with any of the foregoing (all of which is hereinafter collectively called the "Inventory");

(iii) all debts, accounts, claims, demands, monies and choses in action which now are, or which may at anytime hereafter be, due or owing to or owned by the Borrower and all books, records, documents, papers and electronically recorded data recording, evidencing or relating to the said debts, accounts, claims, demands, monies and choses in action or any part thereof (all of which is hereinafter collectively called the "Accounts");

(iv) all documents of title, chattel paper, instruments, securities and money, and all other goods of the Borrower that are not Equipment, Inventory or Accounts;

(v) all contractual rights, licenses, goodwill, patents, trademarks, trade names, copyrights and other intellectual property of the Borrower, all other choses in action of the Borrower of every kind which now are, or which may at any time hereafter be, due or owing to or owned by the Borrower, and all other intangible property of the Borrower which is not Accounts, chattel paper, instruments, documents of title, securities or money; and

(vi) without limiting the generality of the foregoing, the personal property, if any, described in Schedule A hereto; and

(b) charge as and by way of a floating charge, and grant to the Bank and its affiliates a security interest in and to:

(i) all the Borrower's right, title and interest in and to all its presently owned or held and after acquired or held real, immovable and leasehold property and all interests therein, and all easements, rights-of-way, privileges, benefits, licences, improvements and rights whether connected therewith or appurtenant thereto or separately owned or held, including all structures, plant and other fixtures (all which is hereinafter collectively called the "Real Property"); and

(ii) all assets and undertakings of the Borrower, of whatsoever nature or kind and wheresoever situate, and all proceeds thereof and therefrom, other than such of its assets and undertakings as are otherwise validly and effectively subject to the charges and security interests in favour of the Bank created pursuant to this Clause 1.1.

1.2 The charges, assignments and transfers and security interests created pursuant to Clause 1.1 are hereinafter collectively called the "Security Interests" and the property subject to the Security Interests and all property, assets and undertakings, expressed to be charged, assigned or transferred or secured by any instruments supplemental hereto or in implementation hereof are hereinafter collectively called the "Collateral".

2. EXCEPTIONS

2.1 The last 10 days of the term created by any lease or agreement therefore are hereby excepted out of any charge or security interest created by this Security Agreement but the Borrower shall stand possessed of the reversion thereby remaining upon trust to assign and dispose thereof to any third party as the Bank shall direct.

3. ATTACHMENT

The Borrower acknowledges that the Security Interests hereby created attach upon the execution of this Security Agreement (or in the case of any after acquired property, upon the date of acquisition thereof), that value has been given, and that the Borrower has (or in the case of any after acquired property, will have upon the date of acquisition) rights in the Collateral.

4. PROHIBITIONS

Without the prior written consent of the Bank the Borrower shall not have power to:

(a) create or permit to exist any security interest in, charge, encumbrance or lien over, or claim against any of its property, assets, or undertakings which ranks or could in any event rank in priority to or pari passu with any of the Security Interests created by this Security Agreement; or

(b) grant, sell, or otherwise assign its chattel paper.

5. OBLIGATIONS SECURED

This Security Agreement and the Security Interests hereby created are in addition to and not in substitution for any other security interest now or hereafter held by the Bank from the Borrower or from any other person whomsoever and shall be general and continuing security for the payment of all indebtedness and liability of the Borrower to the Bank, BMO Harris Bank N.A. and the Bank's other affiliates and their respective successors (including interest thereon), present and future, absolute or contingent, joint or several, direct or indirect, matured or not, extended or renewed, wheresoever and howsoever incurred, and any ultimate balance thereof, including all advances on current or running account, future advances and re-advances, and for the performance of all obligations of the Borrower to the Bank, whether or not contained in this Security Agreement (all of which indebtedness, liability and obligations are hereinafter collectively called the "Obligations"). Notwithstanding anything else to the contrary and to the extend legally permitted, the security interests granted by this Security Agreement shall be given to and held by the Bank as agent for itself, BMO Harris Bank N.A. and the Bank's other affiliates and their respective successors as continuing *pari passu* collateral security for all present and future debts, liabilities and obligations owed by the Borrower to any of them.

6. REPRESENTATIONS AND WARRANTIES

6.1 The Borrower represents and warrants that this Security Agreement is granted in accordance with resolutions of the directors (and of the shareholders as applicable) of the Borrower or, if the Borrower is a partnership, of the partners, of the Borrower, and all other matters and things have been done and performed so as to authorize and make the execution and delivery of this Security Agreement, and the performance of the Borrower's obligations hereunder, legal, valid and binding.

6.2 The Borrower represents and warrants that the Borrower lawfully owns and possesses all presently held Collateral and has good title thereto, free from all security interests, charges, encumbrances, liens and claims, save only the charges or security interests, if any, consented to in writing by the Bank or shown in any Schedule hereto, and the Borrower has good right and lawful authority to grant a security interest in the Collateral as provided by this Security Agreement.

7. COVENANTS OF THE BORROWER

7.1 The Borrower covenants that at all times while this Security Agreement remains in effect the Borrower will:

(a) defend the title to the Collateral for the benefit of the Bank against the claims and demands of all persons;

(b) fully and effectually maintain and keep maintained the Security Interests hereby created valid and effective;

(c) maintain the Collateral in good order and repair;

(d) forthwith pay:

(i) all taxes, assessments, rates, duties, levies, government fees, claims and dues lawfully levied, assessed or imposed upon it or the Collateral when due, unless the Borrower shall in good faith contest its obligations so to pay and shall furnish such security as the Bank may require; and

(ii) all security interests, charges, encumbrances, liens and claims which rank or could in any event rank in priority to any Security Interest created by this Security Agreement;

(e) forthwith pay all costs, charges, expenses and legal fees and disbursements (on a solicitor and his own client basis) which may be incurred by the Bank in:

(i) inspecting the Collateral;

(ii) negotiating, preparing, perfecting and registering this Security Agreement and other documents, whether or not relating to this Security Agreement;

(iii) investigating title to the Collateral,

(iv) taking, recovering and keeping possession of the Collateral;

(v) all other actions and proceedings taken in connection with the preservation of the Collateral and the enforcement of this Security Agreement and of any other security interest held by the Bank as security for the Obligations;

(f) at the Bank's request at any time and from time to time execute and deliver such further and other documents and instruments and do all acts and things as the Bank in its absolute discretion requires in order to confirm and perfect, and maintain perfection of, the Security Interests hereby created in favour of the Bank upon any of the Collateral;

(g) notify the Bank promptly of:

(i) any change in the information contained herein relating to the Borrower, its business or the Collateral, including without limitation any change of name or address of the Borrower and any change in the present location of any Collateral;

(ii) the details of any material acquisition of Collateral;

(iii) any material loss or damage to Collateral;

(iv) any material default by any account debtor in payment or other performance of his obligations to the Borrower with respect to any Accounts; and

(v) the return to or repossession by the Borrower of Collateral where such return or repossession of Collateral is material in relation to the business of the Borrower;

(h) prevent Collateral, other than Inventory sold, leased, or otherwise disposed of as permitted hereby, from being or becoming an accession to other property not covered by this Security Agreement;

(i) carry on and conduct its business in a proper and business-like manner, including maintenance of proper books of account and records;

(j) permit the Bank and its representatives, at all reasonable times, access to all its property, assets and undertakings and to all its books of account and records for the purpose of inspection and render all assistance necessary for such inspection;

(k) deliver to the Bank from time to time promptly upon request:

(i) any documents of title, instruments, securities and chattel paper constituting, representing or relating to Collateral;

(ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to Collateral for the purpose of inspecting, auditing or copying the same;

(iii) all financial statements prepared by or for the Borrower regarding the Borrower's business;

(iv) such information concerning Collateral, the Borrower and the Borrower's business and affairs as the Bank may require; and

(l) observe and perform the additional covenants set out in Schedule B hereto, if any.

7.2 The Borrower covenants that at all times while this Security Agreement remains in effect, without the prior written consent of the Bank, it will not:

(a) declare or pay any dividends;

(b) purchase or redeem any of its shares or otherwise reduce its share capital;

(c) become guarantor of any obligation; or

(d) become an endorser in respect of any obligation or otherwise become liable upon any note or other obligation other than bills of exchange deposited to the bank account of the Borrower.

8. INSURANCE

8.1 The Borrower covenants that at all times while this Security Agreement is in effect the Borrower shall:

(a) maintain or cause to be maintained insurance on the Collateral with an insurer, of kinds, for amounts and payable to such person or persons, all as the Bank may require, and in particular maintain insurance on the Collateral to the full insurable value against loss or damage by fire including extended coverage endorsement and in the case of motor vehicles, maintain insurance against theft;

(b) cause the insurance policy or policies required hereunder to be assigned to the Bank and have as part thereof a standard mortgage clause or a mortgage endorsement, as appropriate; and

(c) pay any premium in connection with such insurance, and deliver all such policies to the Bank, if it so requires.

8.2 If proceeds of any insurance required hereunder become payable, the Bank may, in its absolute discretion apply such proceeds to such part or parts of the Obligations as the Bank may see fit or the Bank may release any such insurance proceeds to the Borrower for the purpose of repairing, replacing or rebuilding, but any release of insurance proceeds to the Borrower shall not operate as a payment on account of the Obligations or in any way affect this Security Agreement.

8.3 The Borrower will forthwith, on the happening of loss or damage to the Collateral, notify the Bank thereof and furnish to the Bank at the Borrower's expense any necessary proof and do any necessary act to enable the Bank to obtain payment of the insurance proceeds, but nothing herein contained shall limit the Bank's right to submit to the insurer a proof of loss on its own behalf.

8.4 The Borrower hereby authorizes and directs the insurer under any policy of insurance required hereunder to include the name of the Bank as a loss payee on any cheque or draft which may be issued with respect to a claim under and by virtue of such insurance, and the production by the Bank to any insurer of a certified copy of this Security Agreement shall be its full and complete authority for so doing.

8.5 If the Borrower fails to maintain insurance as required by Clause 8.1, the Bank may, but shall not be obliged to, maintain or effect such insurance coverage, or so much thereof as the Bank considers necessary for its protection.

9. PERFORMANCE OF OBLIGATIONS

If the Borrower fails to perform its obligations hereunder, the Bank may, but shall not be obliged to, perform any or all of such obligations without prejudice to any other rights and remedies of the Bank hereunder, and any payments made and any costs, charges, expenses and legal fees and disbursements (on a solicitor and his own client basis) incurred in connection therewith shall be payable by the Borrower to the Bank forthwith with interest until paid at the highest rate borne by any of the Obligations.

10. RESTRICTIONS ON SALE OR DISPOSAL OF COLLATERAL

10.1 Except as herein provided, without the prior written consent of the Bank the Borrower will not:

(a) sell, lease or otherwise dispose of the Collateral;

(b) release, surrender or abandon possession of the Collateral, or

(c) move or transfer the Collateral from the jurisdictions in which the Security Interests hereby created have been perfected.

10.2 Provided that the Borrower is not in default under this Security Agreement, at any time without the consent of the Bank the Borrower may lease, sell, license, consign or otherwise deal with items of Inventory in the ordinary

course of its business and for the purposes of carrying on its business.

11. DEFAULT

11.1 The Borrower shall be in default under this Security Agreement, unless waived by the Bank, in any of the following events:

(a) the Borrower makes default in payment when due of any indebtedness or liability of the Borrower to the Bank; or

(b) the Borrower is in breach of any term, condition, obligation or covenant to the Bank, or any statement, certificate, representation or warranty made by the Borrower to the Bank is or proves to be, at the time it was made or deemed made, untrue, incorrect, incomplete or inaccurate, whether or not contained in this Security Agreement; or

(c) the Borrower declares itself to be insolvent or admits in writing its inability to pay its debts generally as they become due, or makes an assignment for the benefit of its creditors, is declared bankrupt, makes a proposal or otherwise takes advantage of provisions for relief under the Bankruptcy and Insolvency Act, the Companies Creditors' Arrangement Act or similar legislation in any jurisdiction, or makes an authorized assignment; or

(d) a receiver, receiver and manager or receiver manager of all or any part of the Collateral is appointed; or

(e) an order is made or an effective resolution is passed for winding up the Borrower; or

(f) the Borrower ceases or threatens to cease to carry on all or a substantial part of its business, or

(g) an order of execution against the Collateral or any part thereof remains unsatisfied for a period of 10 days; or

(h) without the prior written consent of the Bank, the Borrower creates or permits to exist any security interest in, charge, encumbrance, lien on or claim against any of the Collateral which ranks or could in any event rank in priority to or pari passu with any of the Security Interests created by this Security Agreement; or

(i) the holder of any other security interest, charge, encumbrance or lien or claim against any of the Collateral does anything to enforce or realize on such security interest, charge, encumbrance, lien or claim; or

(j) the Borrower enters into an amalgamation, a merger or other similar arrangement with any other person; or

(k) the Bank in good faith believes and has commercially reasonable grounds to believe that the prospect of payment or performance of any of the Obligations is impaired or that any of the Collateral is or is about to be placed in jeopardy, or

(l) should any event occur or fail to occur which, either singly or in the aggregate, would reasonably be expected to have a material adverse effect (i) on the business, assets, results of operations, prospects or condition (financial or otherwise) of the Borrower, (ii) on the ability of the Borrower to discharge any of its Obligations, or (iii) on the validity or enforceability of the rights, remedies or recourses of the Bank under this Security Agreement or any other documentation relating to the Obligations.

11.2 For the purposes of Section 203 of the Land Title Act (British Columbia), the floating charge created by this Security Agreement over Real Property shall become a fixed charge thereon upon the earliest of:

(a) the occurrence of an event described in Clause 11.1 (c), (d), (e) or (f); or

(b) the Bank taking any action pursuant to Clause 12 to enforce and realize on the Security Interests created by this Security Agreement.

12. ENFORCEMENT

12.1 Upon any default under this Security Agreement the Bank may declare any or all of the Obligations to become immediately due and payable and the security hereby constituted will immediately become enforceable. To enforce and realize on the Security Interests created by this Security Agreement the Bank may take any action permitted by law or in equity, as it may deem expedient, and in particular and without limiting the generality of the foregoing, the Bank may do any of the following:

(a) appoint by instrument a receiver, receiver and manager or receiver manager (the person so appointed being hereinafter called the "Receiver") of the Collateral, with or without bond as the Bank may determine, and from time to time in its absolute discretion remove such Receiver and appoint another in its stead;

(b) enter upon any premises of the Borrower and take possession of the Collateral with power to exclude the Borrower, its agents and its servants therefrom, without becoming liable as a mortgage in possession;

(c) preserve, protect and maintain the Collateral and make such replacements thereof and repairs and additions thereto as the Bank may deem advisable;

(d) sell, lease or otherwise dispose of all or any part of the Collateral, whether by public or private sale or lease or otherwise, in such manner, at such price as can be reasonably obtained therefor and on such terms as to credit and with such conditions of sale and stipulations as to title or conveyance or evidence of title or otherwise as to the Bank may seem reasonable, provided that if any sale, lease or other disposition is on credit the Borrower will not be entitled to be credited with the proceeds of such sale, lease or other disposition until the monies therefore are actually received; and

(e) exercise all of the rights and remedies of a secured party under the Act.

12.2 A Receiver appointed pursuant to this Security Agreements shall be the agent of the Borrower and not of the Bank and, to the extent permitted by law or to such lesser extent permitted by its appointment, shall have all the powers of the Bank hereunder, and in addition shall have power to carry on the business of the Borrower and for such purpose from time to time to borrow money either secured or unsecured, and if secured by a security interest on any Collateral, such security interest may rank before or pari passu with or behind any of the Security Interests created by this Security Agreement, and if it does not so specify such security interest shall rank in priority to the Security Interests created by this Security Agreement.

12.3 Subject to the claims, if any, of the creditors of the Borrower ranking in priority to this Security Agreement, all amounts realized from the disposition of Collateral pursuant to this Security Agreement will be applied as the Bank, in its absolute discretion, may direct as follows:

(a) in payment of all costs, charges and expenses (including legal fees and disbursements on a solicitor and his own client basis) incurred by the Bank in connection with or incidental to:

(i) the exercise by the Bank of all or any of the powers granted to it pursuant to this Security Agreement, and

(ii) the appointment of the Receiver and the exercise by the Receiver of all or any of the powers granted to it pursuant to this Security Agreement, including the Receiver's reasonable remuneration and all outgoings properly payable by the Receiver;

(b) in or toward payment to the Bank of all principal and other monies (except interest) due in respect of the Obligations;

(c) in or toward payment to the Bank of all interest remaining unpaid in respect of the Obligations.

Subject to applicable law and the claims, if any, of other creditors of the Borrower, any surplus will be paid to the Borrower.

13. DEFICIENCY

If the amounts realized from the disposition of the Collateral are not sufficient to pay the Obligations in full, the

Borrower will immediately pay to the Bank the amount of such deficiency.

14. LIABILITY OF BANK

The Bank shall not be responsible or liable for any debts contracted by it, for damages to persons or property or for salaries or non-fulfillment of contracts during any period when the Bank shall manage the Collateral upon entry, as herein provided, nor shall the Bank be liable to account as a mortgagee in possession or for anything except actual receipts or be liable for any loss on realization or for any default or omission for which a mortgagee in possession may be liable. The Bank shall not be bound to do, observe or perform or to see to the observance or performance by the Borrower of any obligations or covenants imposed upon the Borrower nor shall the Bank, in the case of securities, instruments or chattel paper, be obliged to preserve rights against other persons, nor shall the Bank be obliged to keep any of the Collateral identifiable. The Borrower hereby waives any applicable provision of law permitted to be waived by it which imposes higher or greater obligations upon the Bank than aforesaid.

15. APPOINTMENT OF ATTORNEY

The Borrower hereby irrevocably appoints the Bank or the Receiver, as the case may be, with full power of substitution, to be the attorney of the Borrower for and in the name of the Borrower to sign, endorse or execute under seal or otherwise any deeds, documents, transfers, cheques, instruments, demands, assignments, assurances or consents that the Borrower is obliged to sign, endorse or execute and generally to use the name of the Borrower and to do all things as may be necessary or incidental to the exercise of all or any of the powers conferred on the Bank or the Receiver, as the case may be, pursuant to this Security Agreement.

16. ACCOUNTS

Notwithstanding any other provision of this Security Agreement, the Bank may collect, realize, sell or otherwise deal with the Accounts or any part thereof in such manner, upon such terms and conditions and at such time or times, whether before or after default, as may seem to it advisable, and without notice to the Borrower, except in the case of disposition after default and then subject to the provisions of Part V of the Act. All monies or other forms of payment received by the Borrower in payment of any Account will be received and held by the Borrower in trust for the Bank.

17. APPROPRIATION OF PAYMENTS

Any and all payments made in respect of the Obligations from time to time and monies realized from any security interests held therefore (including monies collected in accordance with or realized on any enforcement of this Security Agreement) may be applied to such part or parts of the Obligations as the Bank may see fit, and the Bank may at all times and from time to time change any appropriation as the Bank may see fit.

18. CONSOLIDATION

In accordance with the Property Law Act (British Columbia), the doctrine of consolidation applies to this Security Agreement.

19. LIABILITY TO ADVANCE

Except to the extent that the Bank

(a) by accepting bills of exchange drawn on it by the Borrower, or

(b) by issuing letters of credit or letters of guarantee on the application of the Borrower,

is required to advance monies on the maturity of such bills or pursuant to such letters of credit or letters of guarantee, as the case may be none of the preparation, execution, perfection and registration of this Security Agreement or the advance of any monies shall bind the Bank to make any advance or loan or further advance or loan, or renew any note or extend any time for payment of any indebtedness or liability of the Borrower to the Bank.

20. WAIVER

This Security Agreement shall enure to the benefit of the Bank and its successors and assigns, and shall be binding upon the successors and permitted assigns of the Borrower.

28. INTERPRETATION

28.1 In this Security Agreement:

(a) "Collateral" has the meaning set out in Clause 1 hereof and any reference to Collateral shall, unless the context otherwise requires, be deemed to be a reference to Collateral as a whole or any part thereof;

(b) "the Act" means the Personal Property Security Act (British Columbia) and all regulations thereunder, as amended from time to time.

28.2 Words and expressions used herein that have been defined in the Act shall be interpreted in accordance with their respective meanings given in the Act unless otherwise defined herein or unless the context otherwise requires.

28.3 The invalidity or unenforceability of the whole or any part of any clause of this Security Agreement shall not affect the validity or enforceability of any other clause or the remainder of such clause.

28.4 The headings of the clauses of this Security Agreement have been inserted for reference only and do not define, limit, alter or enlarge the meaning of any provision of this Security Agreement.

28.5 This Security Agreement shall be governed by the laws of British Columbia.

29. COPY OF AGREEMENT AND FINANCING STATEMENT

The Borrower hereby:

(a) acknowledges receiving a copy of this Security Agreement; and

(b) waives all rights to receive from the Bank a copy of any financing statement or financing change statement filed, or any verification statement received, at any time in respect of this Security Agreement.

IN WITNESS WHEREOF the Borrower has executed this Security Agreement this 7th day of March, 2023 (year).

COLUMBIA NATIONAL STEEL PRODUCTS INC.

By: _____
Name: [illegible]
Title: Authorized Signatory

The Bank may from time to time and at any time waive in whole or in part any right, benefit or default under any clause of this Security Agreement but any such waiver of any right, benefit or default on any occasion shall be deemed not to be a waiver of any such right, benefit or default thereafter or of any other right, benefit or default, as the case may be. No waiver shall be effective unless it is in writing.

21. NOTICE

Notice may be given to either party by sending it through the post in prepaid mail or delivered to the party for whom it is intended, at the principal address of such party provided herein or at such other address as may be given in writing by such party to the other, and any notice if posted shall be deemed to have been given at the expiration of three business days after posting and if delivered, on delivery.

22. EXTENSIONS

The Bank may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges, refrain from perfecting or maintaining perfection of security interests, and otherwise deal with the Borrower, account debtors of the Borrower, sureties and others and with Collateral and other security interests as the Bank may see fit without prejudice to the liability of the Borrower or the Bank's right to hold and realize on the Security Interests created by this Security Agreement.

23. NO MERGER

This Security Agreement shall not operate so as to create any merger or discharge of any of the Obligations, or of any assignment, transfer, guarantee, lien, contract, promissory note, bill of exchange or security interest of any form held or which may hereafter be held by the Bank from the Borrower or from any other person whomsoever. The taking of a judgment with respect to any of the Obligations will not operate as a merger of any of the covenants contained in this Security Agreement.

24. RIGHTS CUMULATIVE

All rights and remedies of the Bank set out in this Security Agreement, and in any other security agreement held by the Bank from the Borrower or any other person whomsoever to secure payment and performance of the Obligations, are cumulative and no right or remedy contained herein or therein is intended to be exclusive but each is in addition to every other right or remedy contained herein or therein or in any future security agreement, or now or hereafter existing at law, in equity or by statute, or pursuant to any other agreement between the Borrower and the Bank that may be in effect from time to time.

25. ASSIGNMENT

The Bank may, without further notice to the Borrower, at any time assign, transfer or grant a security interest in this Security Agreement and the Security Interests created hereby. The Borrower expressly agrees that the assignee, transferee or secured party, as the case may be, shall have all of the Bank's rights and remedies under this Security Agreement and the Borrower will not assert any defense, counterclaim, right of set-off or otherwise any claim which it now has or hereafter acquires against the Bank in any action commenced by such assignee, transferee or secured party, as the case may be, and will pay the Obligations to the assignee, transferee or secured party, as the case may be, as the Obligations become due.

26. SATISFACTION AND DISCHARGE

Any partial payment or satisfaction of the Obligations, or any ceasing by the Borrower to be indebted to the Bank shall be deemed not to be a redemption or discharge of this Security Agreement. The Borrower shall be entitled to a release and discharge of this Security Agreement upon full payment and satisfaction of all Obligations, and upon written request by the Borrower and payment to the Bank of a discharge fee to be fixed by the Bank and payment of all costs, charges, expenses and legal fees and disbursements (on a solicitor and his own client basis) incurred by the Bank in connection with the Obligations and such release and discharge.

27. ENUREMENT

SCHEDULE A

1. General Collateral, other than Serial Numbered Goods (insert description of Equipment by item or kind)

None

2. Serial Numbered Goods

Type	Serial No./ Dept. of Transport No.	Year	Make and Model
None			

SCHEDULE B

Additional Covenants

7.1(l) The Borrower will:

(i) limit its capital expenditures in any one fiscal year in aggregate to not more than **$N/A**; and

(ii) limit the amounts paid for remuneration in any form, whether by way of salary, bonus, commission, director's fee or otherwise, to its directors, officers and shareholders in any one fiscal year in aggregate to not more than **$N/A**.

This is **Exhibit "G"** referred to in the affidavit of Min-Hau Wu sworn before me at **Vancouver, BC** this 13th day of January, 2026.



A Commissioner for taking Affidavits
For **British Columbia**

Company Legal Name: WESTUD STEEL PRODUCTS LTD.

Document Name: LF379BC - B.C. P.P.S.A. General Security Agreement with floating charge (for corporations only)

Customer Tracking ID: 728025619279100

Application ID: 200349260

Transaction ID: 301386254

ATTENTION:

Please do not remove or discard this sheet and ensure that it is returned with the attached document(s).

THIS SECURITY AGREEMENT is made the 3 day of March, 2021 (year).

BETWEEN:

WESTUD STEEL PRODUCTS LTD.,
a British Columbia company (No. BC1312123)
having its chief executive office at 13050 - 88th Avenue
SURREY
V3W 3K3,
, British Columbia, ;
(the "Borrower")

AND:

BANK OF MONTREAL, a Chartered Bank of Canada with head office in Montreal, Quebec, and having a branch office at 595 BURRARD STREET,
VANCOUVER, British Columbia, V7X1L7 ;
(together with BMO Harris Bank N.A. and Bank of Montreal's other affiliates and their respective successors who are owed any present or future debts, liabilities or obligations by the Borrower, collectively the "Bank")

1. SECURITY INTEREST

1.1 For consideration the Borrower does hereby:

(a) mortgage and charge as and by way of a fixed and specific charge, and assign and transfer to the Bank, and grant to the Bank a security interest in, all the Borrower's right, title and interest in and to all its presently owned or held and after acquired or held personal property, of whatever nature or kind (including without limitation client lists, client records and client files) and wheresoever situate, and all proceeds thereof and therefrom including:

(i) all equipment, including, without limiting the generality of the foregoing, machinery, tools, fixtures, furniture, furnishings, chattels, motor vehicles and other tangible personal property that is not Inventory, and all parts, components, attachments, accessories, accessions, replacements, substitutions, additions and improvements to any of the foregoing (all of which is hereinafter collectively called the "Equipment");

(ii) all inventory, including, without limiting the generality of the foregoing, goods acquired or held for sale or lease or furnished or to be furnished under contracts of rental or service, all raw materials, work in process, finished goods, returned goods, repossessed goods, and all packaging materials, supplies and containers relating to or used or consumed in connection with any of the foregoing (all of which is hereinafter collectively called the "Inventory");

(iii) all debts, accounts, claims, demands, monies and choses in action which now are, or which may at anytime hereafter be, due or owing to or owned by the Borrower and all books, records, documents, papers and electronically recorded data recording, evidencing or relating to the said debts, accounts, claims, demands, monies and choses in action or any part thereof (all of which is hereinafter collectively called the "Accounts");

(iv) all documents of title, chattel paper, instruments, securities and money, and all other goods of the Borrower that are not Equipment, Inventory or Accounts;

(v) all contractual rights, licenses, goodwill, patents, trademarks, trade names, copyrights and other intellectual property of the Borrower, all other choses in action of the Borrower of every kind which now are, or which may at any time hereafter be, due or owing to or owned by the Borrower, and all other intangible property of the Borrower which is not Accounts, chattel paper, instruments, documents of title, securities or money; and

(vi) without limiting the generality of the foregoing, the personal property, if any, described in Schedule A hereto; and

(b) charge as and by way of a floating charge, and grant to the Bank and its affiliates a security interest in and to:

(i) all the Borrower's right, title and interest in and to all its presently owned or held and after acquired or held real, immovable and leasehold property and all interests therein, and all easements, rights-of-way, privileges, benefits, licences, improvements and rights whether connected therewith or appurtenant thereto or separately owned or held, including all structures, plant and other fixtures (all which is hereinafter collectively called the "Real Property"); and

(ii) all assets and undertakings of the Borrower, of whatsoever nature or kind and wheresoever situate, and all proceeds thereof and therefrom, other than such of its assets and undertakings as are otherwise validly and effectively subject to the charges and security interests in favour of the Bank created pursuant to this Clause 1.1.

1.2 The charges, assignments and transfers and security interests created pursuant to Clause 1.1 are hereinafter collectively called the "Security Interests" and the property subject to the Security Interests and all property, assets and undertakings, expressed to be charged, assigned or transferred or secured by any instruments supplemental hereto or in implementation hereof are hereinafter collectively called the "Collateral".

2. EXCEPTIONS

2.1 The last 10 days of the term created by any lease or agreement therefore are hereby excepted out of any charge or security interest created by this Security Agreement but the Borrower shall stand possessed of the reversion thereby remaining upon trust to assign and dispose thereof to any third party as the Bank shall direct.

3. ATTACHMENT

The Borrower acknowledges that the Security Interests hereby created attach upon the execution of this Security Agreement (or in the case of any after acquired property, upon the date of acquisition thereof), that value has been given, and that the Borrower has (or in the case of any after acquired property, will have upon the date of acquisition) rights in the Collateral.

4. PROHIBITIONS

Without the prior written consent of the Bank the Borrower shall not have power to:

(a) create or permit to exist any security interest in, charge, encumbrance or lien over, or claim against any of its property, assets, or undertakings which ranks or could in any event rank in priority to or pari passu with any of the Security Interests created by this Security Agreement; or

(b) grant, sell, or otherwise assign its chattel paper.

5. OBLIGATIONS SECURED

This Security Agreement and the Security Interests hereby created are in addition to and not in substitution for any other security interest now or hereafter held by the Bank from the Borrower or from any other person whomsoever and shall be general and continuing security for the payment of all indebtedness and liability of the Borrower to the Bank, BMO Harris Bank N.A. and the Bank's other affiliates and their respective successors (including interest thereon), present and future, absolute or contingent, joint or several, direct or indirect, matured or not, extended or renewed, wheresoever and howsoever incurred, and any ultimate balance thereof, including all advances on current or running account, future advances and re-advances, and for the performance of all obligations of the Borrower to the Bank, whether or not contained in this Security Agreement (all of which indebtedness, liability and obligations are hereinafter collectively called the "Obligations"). Notwithstanding anything else to the contrary and to the extend legally permitted, the security interests granted by this Security Agreement shall be given to and held by the Bank as agent for itself, BMO Harris Bank N.A. and the Bank's other affiliates and their respective successors as continuing *pari passu* collateral security for all present and future debts, liabilities and obligations owed by the Borrower to any of them.

6. REPRESENTATIONS AND WARRANTIES

6.1 The Borrower represents and warrants that this Security Agreement is granted in accordance with resolutions of the directors (and of the shareholders as applicable) of the Borrower or, if the Borrower is a partnership, of the partners, of the Borrower, and all other matters and things have been done and performed so as to authorize and make the execution and delivery of this Security Agreement, and the performance of the Borrower's obligations hereunder, legal, valid and binding.

6.2 The Borrower represents and warrants that the Borrower lawfully owns and possesses all presently held Collateral and has good title thereto, free from all security interests, charges, encumbrances, liens and claims, save only the charges or security interests, if any, consented to in writing by the Bank or shown in any Schedule hereto, and the Borrower has good right and lawful authority to grant a security interest in the Collateral as provided by this Security Agreement.

7. COVENANTS OF THE BORROWER

7.1 The Borrower covenants that at all times while this Security Agreement remains in effect the Borrower will:

(a) defend the title to the Collateral for the benefit of the Bank against the claims and demands of all persons;

(b) fully and effectually maintain and keep maintained the Security Interests hereby created valid and effective;

(c) maintain the Collateral in good order and repair;

(d) forthwith pay:

(i) all taxes, assessments, rates, duties, levies, government fees, claims and dues lawfully levied, assessed or imposed upon it or the Collateral when due, unless the Borrower shall in good faith contest its obligations so to pay and shall furnish such security as the Bank may require; and

(ii) all security interests, charges, encumbrances, liens and claims which rank or could in any event rank in priority to any Security Interest created by this Security Agreement;

(e) forthwith pay all costs, charges, expenses and legal fees and disbursements (on a solicitor and his own client basis) which may be incurred by the Bank in:

(i) inspecting the Collateral;

(ii) negotiating, preparing, perfecting and registering this Security Agreement and other documents, whether or not relating to this Security Agreement;

(iii) investigating title to the Collateral;

(iv) taking, recovering and keeping possession of the Collateral;

(v) all other actions and proceedings taken in connection with the preservation of the Collateral and the enforcement of this Security Agreement and of any other security interest held by the Bank as security for the Obligations;

(f) at the Bank's request at any time and from time to time execute and deliver such further and other documents and instruments and do all acts and things as the Bank in its absolute discretion requires in order to confirm and perfect, and maintain perfection of, the Security Interests hereby created in favour of the Bank upon any of the Collateral;

(g) notify the Bank promptly of:

(i) any change in the information contained herein relating to the Borrower, its business or the Collateral, including without limitation any change of name or address of the Borrower and any change in the present location of any Collateral;

(ii) the details of any material acquisition of Collateral;

(iii) any material loss or damage to Collateral;

(iv) any material default by any account debtor in payment or other performance of his obligations to the Borrower with respect to any Accounts; and

(v) the return to or repossession by the Borrower of Collateral where such return or repossession of Collateral is material in relation to the business of the Borrower;

(h) prevent Collateral, other than Inventory sold, leased, or otherwise disposed of as permitted hereby, from being or becoming an accession to other property not covered by this Security Agreement;

(i) carry on and conduct its business in a proper and business-like manner, including maintenance of proper books of account and records;

(j) permit the Bank and its representatives, at all reasonable times, access to all its property, assets and undertakings and to all its books of account and records for the purpose of inspection and render all assistance necessary for such inspection;

(k) deliver to the Bank from time to time promptly upon request:

(i) any documents of title, instruments, securities and chattel paper constituting, representing or relating to Collateral;

(ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to Collateral for the purpose of inspecting, auditing or copying the same;

(iii) all financial statements prepared by or for the Borrower regarding the Borrower's business;

(iv) such information concerning Collateral, the Borrower and the Borrower's business and affairs as the Bank may require; and

(l) observe and perform the additional covenants set out in Schedule B hereto, if any.

7.2 The Borrower covenants that at all times while this Security Agreement remains in effect, without the prior written consent of the Bank, it will not:

(a) declare or pay any dividends;

(b) purchase or redeem any of its shares or otherwise reduce its share capital;

(c) become guarantor of any obligation; or

(d) become an endorser in respect of any obligation or otherwise become liable upon any note or other obligation other than bills of exchange deposited to the bank account of the Borrower.

8. INSURANCE

8.1 The Borrower covenants that at all times while this Security Agreement is in effect the Borrower shall:

(a) maintain or cause to be maintained insurance on the Collateral with an insurer, of kinds, for amounts and payable to such person or persons, all as the Bank may require, and in particular maintain insurance on the Collateral to the full insurable value against loss or damage by fire including extended coverage endorsement and in the case of motor vehicles, maintain insurance against theft;

(b) cause the insurance policy or policies required hereunder to be assigned to the Bank and have as part thereof a standard mortgage clause or a mortgage endorsement, as appropriate; and

(c) pay any premium in connection with such insurance, and deliver all such policies to the Bank, if it so requires.

8.2 If proceeds of any insurance required hereunder become payable, the Bank may, in its absolute discretion apply such proceeds to such part or parts of the Obligations as the Bank may see fit or the Bank may release any such insurance proceeds to the Borrower for the purpose of repairing, replacing or rebuilding, but any release of insurance proceeds to the Borrower shall not operate as a payment on account of the Obligations or in any way affect this Security Agreement.

8.3 The Borrower will forthwith, on the happening of loss or damage to the Collateral, notify the Bank thereof and furnish to the Bank at the Borrower's expense any necessary proof and do any necessary act to enable the Bank to obtain payment of the insurance proceeds, but nothing herein contained shall limit the Bank's right to submit to the insurer a proof of loss on its own behalf.

8.4 The Borrower hereby authorizes and directs the insurer under any policy of insurance required hereunder to include the name of the Bank as a loss payee on any cheque or draft which may be issued with respect to a claim under and by virtue of such insurance, and the production by the Bank to any insurer of a certified copy of this Security Agreement shall be its full and complete authority for so doing.

8.5 If the Borrower fails to maintain insurance as required by Clause 8.1, the Bank may, but shall not be obliged to, maintain or effect such insurance coverage, or so much thereof as the Bank considers necessary for its protection.

9. PERFORMANCE OF OBLIGATIONS

If the Borrower fails to perform its obligations hereunder, the Bank may, but shall not be obliged to, perform any or all of such obligations without prejudice to any other rights and remedies of the Bank hereunder, and any payments made and any costs, charges, expenses and legal fees and disbursements (on a solicitor and his own client basis) incurred in connection therewith shall be payable by the Borrower to the Bank forthwith with interest until paid at the highest rate borne by any of the Obligations.

10. RESTRICTIONS ON SALE OR DISPOSAL OF COLLATERAL

10.1 Except as herein provided, without the prior written consent of the Bank the Borrower will not:

(a) sell, lease or otherwise dispose of the Collateral;

(b) release, surrender or abandon possession of the Collateral; or

(c) move or transfer the Collateral from the jurisdictions in which the Security Interests hereby created have been perfected.

10.2 Provided that the Borrower is not in default under this Security Agreement, at any time without the consent of the Bank the Borrower may lease, sell, license, consign or otherwise deal with items of Inventory in the ordinary

course of its business and for the purposes of carrying on its business.

11. DEFAULT

11.1 The Borrower shall be in default under this Security Agreement, unless waived by the Bank, in any of the following events:

(a) the Borrower makes default in payment when due of any indebtedness or liability of the Borrower to the Bank; or

(b) the Borrower is in breach of any term, condition, obligation or covenant to the Bank, or any statement, certificate, representation or warranty made by the Borrower to the Bank is or proves to be, at the time it was made or deemed made, untrue, incorrect, incomplete or inaccurate, whether or not contained in this Security Agreement; or

(c) the Borrower declares itself to be insolvent or admits in writing its inability to pay its debts generally as they become due, or makes an assignment for the benefit of its creditors, is declared bankrupt, makes a proposal or otherwise takes advantage of provisions for relief under the Bankruptcy and Insolvency Act, the Companies Creditors' Arrangement Act or similar legislation in any jurisdiction, or makes an authorized assignment; or

(d) a receiver, receiver and manager or receiver manager of all or any part of the Collateral is appointed; or

(e) an order is made or an effective resolution is passed for winding up the Borrower; or

(f) the Borrower ceases or threatens to cease to carry on all or a substantial part of its business; or

(g) an order of execution against the Collateral or any part thereof remains unsatisfied for a period of 10 days; or

(h) without the prior written consent of the Bank, the Borrower creates or permits to exist any security interest in, charge, encumbrance, lien on or claim against any of the Collateral which ranks or could in any event rank in priority to or pari passu with any of the Security Interests created by this Security Agreement; or

(i) the holder of any other security interest, charge, encumbrance or lien or claim against any of the Collateral does anything to enforce or realize on such security interest, charge, encumbrance, lien or claim; or

(j) the Borrower enters into an amalgamation, a merger or other similar arrangement with any other person; or

(k) the Bank in good faith believes and has commercially reasonable grounds to believe that the prospect of payment or performance of any of the Obligations is impaired or that any of the Collateral is or is about to be placed in jeopardy; or

(l) should any event occur or fail to occur which, either singly or in the aggregate, would reasonably be expected to have a material adverse effect (i) on the business, assets, results of operations, prospects or condition (financial or otherwise) of the Borrower, (ii) on the ability of the Borrower to discharge any of its Obligations, or (iii) on the validity or enforceability of the rights, remedies or recourses of the Bank under this Security Agreement or any other documentation relating to the Obligations.

11.2 For the purposes of Section 203 of the Land Title Act (British Columbia), the floating charge created by this Security Agreement over Real Property shall become a fixed charge thereon upon the earliest of:

(a) the occurrence of an event described in Clause 11.1 (c), (d), (e) or (f); or

(b) the Bank taking any action pursuant to Clause 12 to enforce and realize on the Security Interests created by this Security Agreement.

12. ENFORCEMENT

12.1 Upon any default under this Security Agreement the Bank may declare any or all of the Obligations to become immediately due and payable and the security hereby constituted will immediately become enforceable. To enforce and realize on the Security Interests created by this Security Agreement the Bank may take any action permitted by law or in equity, as it may deem expedient, and in particular and without limiting the generality of the foregoing, the Bank may do any of the following:

(a) appoint by instrument a receiver, receiver and manager or receiver manager (the person so appointed being hereinafter called the "Receiver") of the Collateral, with or without bond as the Bank may determine, and from time to time in its absolute discretion remove such Receiver and appoint another in its stead;

(b) enter upon any premises of the Borrower and take possession of the Collateral with power to exclude the Borrower, its agents and its servants therefrom, without becoming liable as a mortgage in possession;

(c) preserve, protect and maintain the Collateral and make such replacements thereof and repairs and additions thereto as the Bank may deem advisable;

(d) sell, lease or otherwise dispose of all or any part of the Collateral, whether by public or private sale or lease or otherwise, in such manner, at such price as can be reasonably obtained therefor and on such terms as to credit and with such conditions of sale and stipulations as to title or conveyance or evidence of title or otherwise as to the Bank may seem reasonable, provided that if any sale, lease or other disposition is on credit the Borrower will not be entitled to be credited with the proceeds of such sale, lease or other disposition until the monies therefore are actually received; and

(e) exercise all of the rights and remedies of a secured party under the Act.

12.2 A Receiver appointed pursuant to this Security Agreements shall be the agent of the Borrower and not of the Bank and, to the extent permitted by law or to such lesser extent permitted by its appointment, shall have all the powers of the Bank hereunder, and in addition shall have power to carry on the business of the Borrower and for such purpose from time to time to borrow money either secured or unsecured, and if secured by a security interest on any Collateral, such security interest may rank before or pari passu with or behind any of the Security Interests created by this Security Agreement, and if it does not so specify such security interest shall rank in priority to the Security Interests created by this Security Agreement.

12.3 Subject to the claims, if any, of the creditors of the Borrower ranking in priority to this Security Agreement, all amounts realized from the disposition of Collateral pursuant to this Security Agreement will be applied as the Bank, in its absolute discretion, may direct as follows:

(a) in payment of all costs, charges and expenses (including legal fees and disbursements on a solicitor and his own client basis) incurred by the Bank in connection with or incidental to:

(i) the exercise by the Bank of all or any of the powers granted to it pursuant to this Security Agreement; and

(ii) the appointment of the Receiver and the exercise by the Receiver of all or any of the powers granted to it pursuant to this Security Agreement, including the Receiver's reasonable remuneration and all outgoings properly payable by the Receiver;

(b) in or toward payment to the Bank of all principal and other monies (except interest) due in respect of the Obligations;

(c) in or toward payment to the Bank of all interest remaining unpaid in respect of the Obligations.

Subject to applicable law and the claims, if any, of other creditors of the Borrower, any surplus will be paid to the Borrower.

13. DEFICIENCY

If the amounts realized from the disposition of the Collateral are not sufficient to pay the Obligations in full, the

Borrower will immediately pay to the Bank the amount of such deficiency.

14. LIABILITY OF BANK

The Bank shall not be responsible or liable for any debts contracted by it, for damages to persons or property or for salaries or non-fulfillment of contracts during any period when the Bank shall manage the Collateral upon entry, as herein provided, nor shall the Bank be liable to account as a mortgagee in possession or for anything except actual receipts or be liable for any loss on realization or for any default or omission for which a mortgagee in possession may be liable. The Bank shall not be bound to do, observe or perform or to see to the observance or performance by the Borrower of any obligations or covenants imposed upon the Borrower nor shall the Bank, in the case of securities, instruments or chattel paper, be obliged to preserve rights against other persons, nor shall the Bank be obliged to keep any of the Collateral identifiable. The Borrower hereby waives any applicable provision of law permitted to be waived by it which imposes higher or greater obligations upon the Bank than aforesaid.

15. APPOINTMENT OF ATTORNEY

The Borrower hereby irrevocably appoints the Bank or the Receiver, as the case may be, with full power of substitution, to be the attorney of the Borrower for and in the name of the Borrower to sign, endorse or execute under seal or otherwise any deeds, documents, transfers, cheques, instruments, demands, assignments, assurances or consents that the Borrower is obliged to sign, endorse or execute and generally to use the name of the Borrower and to do all things as may be necessary or incidental to the exercise of all or any of the powers conferred on the Bank or the Receiver, as the case may be, pursuant to this Security Agreement.

16. ACCOUNTS

Notwithstanding any other provision of this Security Agreement, the Bank may collect, realize, sell or otherwise deal with the Accounts or any part thereof in such manner, upon such terms and conditions and at such time or times, whether before or after default, as may seem to it advisable, and without notice to the Borrower, except in the case of disposition after default and then subject to the provisions of Part V of the Act. All monies or other forms of payment received by the Borrower in payment of any Account will be received and held by the Borrower in trust for the Bank.

17. APPROPRIATION OF PAYMENTS

Any and all payments made in respect of the Obligations from time to time and monies realized from any security interests held therefore (including monies collected in accordance with or realized on any enforcement of this Security Agreement) may be applied to such part or parts of the Obligations as the Bank may see fit, and the Bank may at all times and from time to time change any appropriation as the Bank may see fit.

18. CONSOLIDATION

In accordance with the Property Law Act (British Columbia), the doctrine of consolidation applies to this Security Agreement.

19. LIABILITY TO ADVANCE

Except to the extent that the Bank:

(a) by accepting bills of exchange drawn on it by the Borrower, or

(b) by issuing letters of credit or letters of guarantee on the application of the Borrower,

is required to advance monies on the maturity of such bills or pursuant to such letters of credit or letters of guarantee, as the case may be, none of the preparation, execution, perfection and registration of this Security Agreement or the advance of any monies shall bind the Bank to make any advance or loan or further advance or loan, or renew any note or extend any time for payment of any indebtedness or liability of the Borrower to the Bank.

20. WAIVER

The Bank may from time to time and at any time waive in whole or in part any right, benefit or default under any clause of this Security Agreement but any such waiver of any right, benefit or default on any occasion shall be deemed not to be a waiver of any such right, benefit or default thereafter, or of any other right, benefit or default, as the case may be. No waiver shall be effective unless it is in writing.

21. NOTICE

Notice may be given to either party by sending it through the post in prepaid mail or delivered to the party for whom it is intended, at the principal address of such party provided herein or at such other address as may be given in writing by such party to the other, and any notice if posted shall be deemed to have been given at the expiration of three business days after posting and if delivered, on delivery.

22. EXTENSIONS

The Bank may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges, refrain from perfecting or maintaining perfection of security interests, and otherwise deal with the Borrower, account debtors of the Borrower, sureties and others and with Collateral and other security interests as the Bank may see fit without prejudice to the liability of the Borrower or the Bank's right to hold and realize on the Security Interests created by this Security Agreement.

23. NO MERGER

This Security Agreement shall not operate so as to create any merger or discharge of any of the Obligations, or of any assignment, transfer, guarantee, lien, contract, promissory note, bill of exchange or security interest of any form held or which may hereafter be held by the Bank from the Borrower or from any other person whomsoever. The taking of a judgment with respect to any of the Obligations will not operate as a merger of any of the covenants contained in this Security Agreement.

24. RIGHTS CUMULATIVE

All rights and remedies of the Bank set out in this Security Agreement, and in any other security agreement held by the Bank from the Borrower or any other person whomsoever to secure payment and performance of the Obligations, are cumulative and no right or remedy contained herein or therein is intended to be exclusive but each is in addition to every other right or remedy contained herein or therein or in any future security agreement, or now or hereafter existing at law, in equity or by statute, or pursuant to any other agreement between the Borrower and the Bank that may be in effect from time to time.

25. ASSIGNMENT

The Bank may, without further notice to the Borrower, at any time assign, transfer or grant a security interest in this Security Agreement and the Security Interests created hereby. The Borrower expressly agrees that the assignee, transferee or secured party, as the case may be, shall have all of the Bank's rights and remedies under this Security Agreement and the Borrower will not assert any defense, counterclaim, right of set-off or otherwise any claim which it now has or hereafter acquires against the Bank in any action commenced by such assignee, transferee or secured party, as the case may be, and will pay the Obligations to the assignee, transferee or secured party, as the case may be, as the Obligations become due.

26. SATISFACTION AND DISCHARGE

Any partial payment or satisfaction of the Obligations, or any ceasing by the Borrower to be indebted to the Bank shall be deemed not to be a redemption or discharge of this Security Agreement. The Borrower shall be entitled to a release and discharge of this Security Agreement upon full payment and satisfaction of all Obligations, and upon written request by the Borrower and payment to the Bank of a discharge fee to be fixed by the Bank and payment of all costs, charges, expenses and legal fees and disbursements (on a solicitor and his own client basis) incurred by the Bank in connection with the Obligations and such release and discharge.

27. ENUREMENT

This Security Agreement shall enure to the benefit of the Bank and its successors and assigns, and shall be binding upon the successors and permitted assigns of the Borrower.

28. INTERPRETATION

28.1 In this Security Agreement:

(a) "Collateral" has the meaning set out in Clause 1 hereof and any reference to Collateral shall, unless the context otherwise requires, be deemed to be a reference to Collateral as a whole or any part thereof;

(b) "the Act" means the Personal Property Security Act (British Columbia) and all regulations thereunder, as amended from time to time.

28.2 Words and expressions used herein that have been defined in the Act shall be interpreted in accordance with their respective meanings given in the Act unless otherwise defined herein or unless the context otherwise requires.

28.3 The invalidity or unenforceability of the whole or any part of any clause of this Security Agreement shall not affect the validity or enforceability of any other clause or the remainder of such clause.

28.4 The headings of the clauses of this Security Agreement have been inserted for reference only and do not define, limit, alter or enlarge the meaning of any provision of this Security Agreement.

28.5 This Security Agreement shall be governed by the laws of British Columbia.

29. COPY OF AGREEMENT AND FINANCING STATEMENT

The Borrower hereby:

(a) acknowledges receiving a copy of this Security Agreement; and

(b) waives all rights to receive from the Bank a copy of any financing statement or financing change statement filed, or any verification statement received, at any time in respect of this Security Agreement.

IN WITNESS WHEREOF the Borrower has executed this Security Agreement this 03 day of MARCH, 2023 (year).

WESTUD STEEL PRODUCTS LTD.

By: _____
Name: SUKHVIR MANN
Title: Authorized Signatory

By: _____
Name: _____
Title: Authorized Signatory

SCHEDULE A

1. General Collateral, other than Serial Numbered Goods (insert description of Equipment by item or kind)

None

2. Serial Numbered Goods

Type	Serial No./ Dept. of Transport No.	Year	Make and Model

None

SCHEDULE B

Additional Covenants

7.1(l) The Borrower will:

(i) limit its capital expenditures in any one fiscal year in aggregate to not more than **$N/A** ; and

(ii) limit the amounts paid for remuneration in any form, whether by way of salary, bonus, commission, director's fee or otherwise, to its directors, officers and shareholders in any one fiscal year in aggregate to not more than **$N/A**.