VANCOUVER
OCT 27 2026
REGISTRY

This is the 1st affidavit
of Taunja Byers
in this case and was made on
October 26, 2026

No. S-267975
Vancouver Registry

# IN THE SUPREME COURT OF BRITISH COLUMBIA

Between

THE TORONTO-DOMINION BANK

Petitioner

and

KAM-MIC INVESTMENT CORP. and STEWART MORTGAGE CORP.

Respondents

## AFFIDAVIT

I, Taunja Byers, care of 2900 – 733 Seymour Street, Vancouver, BC V6B 0S6, AFFIRM THAT:

1. I am the Manager, Commercial Credit of the Financial Restructuring Group of the petitioner, The Toronto-Dominion Bank ("**TD Bank**" or the "**Bank**"). I am authorized to make this affidavit on behalf of the petitioner and have personal knowledge of the matters and facts hereinafter set forth, except where the same are stated to be based upon information and belief, and where so stated I verily believe the same to be true.

2. I make this affidavit in support of TD Bank's petition to appoint Deloitte Restructuring Inc. ("**Deloitte**") as receiver and manager of all assets, undertakings, and property of the respondents. In making this affidavit, I have reviewed TD Bank's records relevant to this matter that are kept in the ordinary course of business.

3. Unless otherwise defined herein, I use the same defined terms as in the petition.

**Loan and Security**

4. Pursuant to the Loan Agreement between TD Bank, as lender, and Kam-MIC, as borrower, TD Bank made available to Kam-MIC the Facility with an authorized credit limit of $2,000,000 and advanced funds thereunder. The purpose of the Facility was to fund Kam-MIC's mortgage investments. Attached as **Exhibit "A"** is a copy of the Loan Agreement.

5. Interest accrues on the amount due and owing under the Facility at 1.25% per annum above TD Bank's prime rate, which said prime rate is currently 4.45% per annum, so that the rate of interest chargeable is currently 5.70% per annum, compounded monthly.

6. Kam-MIC's obligations under the Loan Agreement are secured and supplemented by the GSA and the General Hypothecation of Collateral. Attached as **Exhibit "B"** is a copy of the GSA. Attached as **Exhibit "C"** is a copy of the General Hypothecation of Collateral. Attached as **Exhibit "D"** is a copy of the Personal Property Registry search for Kam-MIC.

**The SMC Trust Account**

7. The SMC Trust Account is held at TD Bank. The use of the SMC Trust Account is governed by an account agreement between TD Bank and SMC. Attached as **Exhibit "E"** is a copy of the account agreement for the SMC Trust Account. Attached as **Exhibit "F"** is a copy of the signature card for the SMC Trust Account showing Mr. Stewart's signature.

**The New Loan Agreement**

8. Mr. Stewart managed the Facility on behalf of Kam-MIC.

9. Under the Letter Agreement, Kam-MIC is required to provide to TD Bank its review engagement financial statements within 120 days of fiscal year-end. Kam-MIC did not provide its financial statements that were due on or before December 31, 2025. Attached as **Exhibit "G"** is a copy of a letter dated January 12, 2026 from TD Bank to Kam-MIC with respect to its failure to provide financial statements.

10. On May 5, 2026, Samanthan Hoogstins, account manager with TD Bank, and Sterling Raven, manager, commercial services with TD Bank, met with Mr. Stewart to better understand Kam-MIC's business, mortgage portfolio, and internal processes and controls.

11. After the meeting, the Bank reviewed Kam-MIC's mortgage portfolio and identified several mortgaged properties to which it would not attribute value in calculating Kam-MIC's borrowing base. As a result, the Bank wished to implement a borrowing base covenant for the Facility and amend certain financial and reporting covenants. A new loan agreement was required to give effect to these terms.

12. Ms. Hoogstins and Mr. Stewart had a meeting scheduled for June 18, 2026 to review the new loan agreement. On the morning of June 18, Mr. Stewart contacted Ms. Hoogstins and cancelled the meeting, citing the need to attend to personal matters. Attached as **Exhibit "H"** is a copy of the email chain between Ms. Hoogstins and Mr. Stewart dated June 25, 2026.

13. On July 9, 2026, Ms. Hoogstins and Mr. Stewart met to review the terms of the new loan agreement. Following the meeting, Ms. Hoogstins sent Mr. Stewart a copy of the new loan agreement for execution by Kam-MIC, together with a template for future monthly reporting.

14. On July 21, 2026, Ms. Hoogstins followed up with Mr. Stewart for the signed loan agreement.

15. Attached as **Exhibit "I"** is a copy of the emails from Ms. Hoogstins to Mr. Stewart dated July 9 and 21, 2026, together with the attachments.

16. On July 28, 2026, Ms. Hoogstins followed up with Mr. Stewart again and noted the overdraft in SMC's account. Attached as **Exhibit "J"** is a copy of the email from Ms. Hoogstins to Mr. Stewart dated July 28, 2026.

17. On August 4, 2026, Mr. Stewart advised Ms. Hoogstins that he would send the signed loan agreement and reports that week. Ms. Hoogstins offered to send the loan agreement for electronic signature if Mr. Stewart provided contact information for the second

signatory. He did not do so. Attached as **Exhibit "K"** is a copy of an email chain between Mr. Stewart and Ms. Hoogstins dated August 4, 2026.

18. On August 10, 2026, Mr. Raven followed up with Mr. Stewart for an update on the signed loan agreement and reporting. Mr. Raven advised that the Bank could reduce the credit limit of the Facility or demand repayment of the balance. Later that day, Mr. Stewart advised that he would have the signed loan agreement and reporting within the next couple of days. Attached as **Exhibit "L"** is a copy of an email chain amongst Mr. Raven, Mr. Stewart, and Ms. Hoogstins dated August 10, 2026.

19. On August 16, 2026, Mr. Stewart provided the TD List. He advised that the signed loan agreement would be provided that week. Attached as **Exhibit "M"** is a copy of an email from Mr. Stewart dated August 16, 2026 together with the attachment.

20. On August 20, 2026, Mr. Raven reminded Mr. Stewart that the Bank was still waiting for the signed loan agreement.

21. On August 24, 2026, Mr. Stewart advised that the signed loan agreement would be provided that day.

22. On August 25, 2026, Mr. Stewart provided TD Bank with the Signed New Loan Agreement.

23. Attached as **Exhibit "N"** is a copy of an email chain between Mr. Stewart and Mr. Raven dated August 25, 2026, together with the Signed New Loan Agreement attached thereto.

**Mareva Order/Withdrawal of Funds from TD Bank**

24. On September 24, 2026, TD Bank was advised by the Directors that Kam-MIC's application for a Mareva order was set for that day. Copies of the Mareva order and the application materials were provided to the Bank's counsel on or around September 29, 2026.

25. From its review of the application materials, TD Bank became aware of the details of the businesses of Kam-MIC and SMC, the arrangements between them, Mr. Stewart's alleged fraudulent conduct, and the basis for the Mareva order.

26. On September 25, 2026, the day that the Mareva order was granted, Mr. Stewart withdrew $80,000 from the SMC Trust Account by cheque and deposited it in Mr. Stewart's personal account at ValleyFirst, a regional division of Tru Cooperative Bank. Attached as **Exhibit "O"** is a copy of the $80,000 cheque from SMC's Trust Account.

**Demand and Indebtedness**

27. On September 29, 2026, TD Bank issued to Kam-MIC a formal demand for repayment and a notice of intention to enforce security. Kam-MIC has refused or neglected to pay despite demand. Attached as **Exhibit "P"** is a copy of the demand letter.

28. As of October 26, 2026, the amount due and owing pursuant to the Loan Agreement and under the Security is $1,937,534.92, exclusive of legal costs.

**TD Bank's Concerns and Need for a Receiver**

29. Kam-MIC historically relied on Mr. Stewart and SMC to administer and manage its mortgage investments, collect and remit mortgage monies and interest, and prepare and maintain relevant records. Mr. Stewart is alleged to have engaged in fraudulent conduct, and the court has granted a Mareva order against Mr. Stewart and SMC. Given the allegations described in the application materials for the Mareva order, TD Bank has serious concerns about the existence, value and recoverability of Kam-MIC's assets, the whereabouts of funds belonging to Kam-MIC, Kam-MIC's ability to satisfy the indebtedness owing to the Bank, and the value of the Security.

30. TD Bank has limited insight into the apparent discrepancies identified by Kam-MIC and limited knowledge of Kam-MIC's assets and liabilities.

31. The apparent discrepancies in the mortgage portfolios provided by Mr. Stewart, the more than $3 million in missing interest payments claimed by Kam-MIC, and the apparent

non-existence of a number of purported mortgage investments suggest that Kam-MIC's assets may have been misappropriated or otherwise improperly dealt with.

32. The Bank is concerned that Kam-MIC's existing books and records may be incomplete or unreliable, and the full extent of Kam-MIC's assets and liabilities remains unknown. The Bank is also concerned that Kam-MIC's books and records may not be preserved or made available. Without complete records, it may not be possible to fully reconcile or trace the movement of funds or to identify assets potentially available for recovery.

33. A receiver, if appointed, would be able to identify and preserve Kam-MIC's assets, prevent further dissipation, investigate the apparent discrepancies and Kam-MIC's true financial affairs, collect, preserve and review its available books and records, trace the movement of funds, and pursue recovery of assets belonging to Kam-MIC.

34. The need for a receivership extends to SMC. Kam-MIC's application materials indicate that mortgage monies and interest payments relating to Kam-MIC's mortgage investments flowed through the SMC Trust Account, which, according to Kam-MIC, that SMC was required under the Service Agreement to hold in trust for Kam-MIC. For the tracing and recovery efforts to be effective, it is necessary to investigate the flow of funds through SMC and determine the extent to which funds belonging to Kam-MIC have been properly remitted, retained, transferred, or otherwise misapplied.

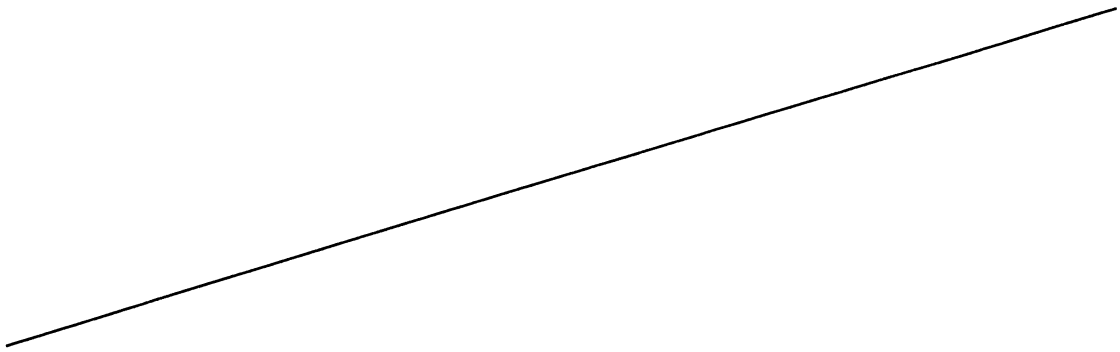
35. Accordingly, based on available information, the inclusion of SMC in the receivership is necessary to facilitate the receiver's investigation and related recovery efforts. A receiver, if appointed, would be able to take control of SMC's accounts, books, and records, including the records relating to the SMC Trust Account and any other accounts through which Kam-MIC's funds may have passed. This would enable the receiver to trace mortgage monies and interest payments, reconcile the amounts collected by SMC against the amounts remitted to Kam-MIC, identify and investigate any unexplained transfers or discrepancies, and determine whether funds belonging to Kam-MIC remain in SMC's possession or are recoverable from SMC or third parties.

36. Given Mr. Stewart's central role in the management of both Kam-MIC and SMC, and the discrepancies between the Bank's records and the reporting provided by Mr. Stewart to the Directors, the Bank has serious concerns about the accuracy and reliability of the companies' existing records. The appointment of a receiver over both Kam-MIC and SMC would therefore enable a coordinated and independent investigation by the receiver of the transactions between and the records of the two companies, the administration of Kam-MIC's mortgage portfolio, and the whereabouts of funds collected in connection with that portfolio.

37. Kam-MIC's assets, being mortgage investments, require ongoing and specialized management and oversight. A receiver would have the requisite expertise, or could retain professionals with that expertise, to manage the mortgage portfolio, collect payments, address defaults, protect and preserve the value of the investments, and ensure that Kam-MIC meets its obligations to investors.

38. Further, realizing on the mortgage assets, whether through enforcement of the underlying security, the sale or assignment of mortgage interests, or by other appropriate means, requires specialized knowledge and expertise. A receiver would be well positioned to assess the available realization options and implement an appropriate strategy to maximize recoveries for the benefit of all stakeholders.

39. In the circumstances, the Bank considers the appointment of a receiver over Kam-MIC and SMC necessary to protect its interests, preserve the value of the Security, and maximize recoveries for all stakeholders.



**Proposed Receiver**

40. Deloitte is a licensed insolvency trustee and has substantial experience as a receiver and officer of the court, including in connection with appointments of this nature. Deloitte has consented to act as receiver and manager herein. Attached as **Exhibit "Q"** is a copy of Deloitte's consent to act.

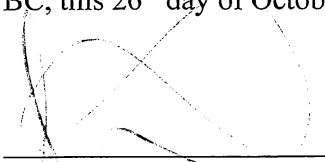
AFFIRMED BEFORE ME at the City of Calgary, in the Province of Alberta, this 26th day of October 2026.

A Commissioner for taking Affidavits for Alberta

SCOTT H. STEPHENS
*Barrister & Solicitor*
P.O. Box 1
2900-733 SEYMOUR STREET
VANCOUVER, B.C. V6B 0S6
(604) 691-7521

**Taunja Byers**

This is Exhibit "A" referred to in the affidavit of Taunja Byers affirmed before me at Vancouver, BC, this 26th day of October 2026.



*A Commissioner for taking Affidavits within British Columbia*

TD Commercial Banking

BRITISH COLUMBIA INTERIOR COMMERCIAL
BANKING CENTRE
301 Victoria Street, Suite 340
Kamloops, B.C.
V2C 2A3

Telephone: (250) 574-9065
Fax: (250) 314-5066

April 6, 2023

KAM-MIC INVESTMENT CORP
310 NICOLA ST UNIT 207
KAMLOOPS BC
V2C 2P5

**Attention:** Jamie Stewart

**DEMAND OPERATING FACILITY AGREEMENT**

This Agreement between: **The Toronto-Dominion Bank** (the 'Bank'), through its BRITISH COLUMBIA INTERIOR COMMERCIAL BANKING CENTRE branch in KAMLOOPS, BC

and

**Borrower's Legal Name: KAM-MIC INVESTMENT CORP (herein called the 'Borrower')**

**Borrower's Address:**

310 NICOLA ST UNIT 207, KAMLOOPS, BC V2C 2P5 CANADA

Whereas:

(i) the Bank has agreed to establish a revolving demand credit facility (the 'Facility');

(ii) the Facility is uncommitted and made available at the sole discretion of the Bank. The Facility may be cancelled at any time even if the Borrower complies with all of the terms and conditions;

(iii) the Facility will operate on the basis established in this Demand Operating Facility Agreement including without limitation the Standard Terms and Conditions attached as Schedule 'A' (the 'Agreement'), the terms of which may be changed by the Bank from time to time at the Bank's sole discretion.

In consideration of the Bank establishing the Facility, the Borrower hereby agrees with the Bank to the following terms and conditions:

## CREDIT LIMIT

1) CAD $2,000,000

## PURPOSE

1) Fund mortgage investments

## BORROWING OPTIONS

The Bank will make the Facility available by way of:

1) Prime Rate Based Loans in CAD$ ('Prime Based Loans')

## AVAILABILITY OF THE FACILITY

The Borrower acknowledges that the Facility is uncommitted and is not automatically available upon satisfaction of the terms and conditions, including without limitation the Representations & Warranties, Positive Covenants, Negative Covenants, or Financial Covenants set out herein.

The Bank can demand repayment and/or cancel the availability of the Facility at any time in its sole discretion.

## INTEREST RATES AND STAMPING FEES

For Borrowing Options available to the Borrower, Interest Rates and Fees are as follows:

1) Prime Based Loans: Prime Rate +1.250% per annum

## ADMINISTRATION FEE

1) CAD $175 Monthly

## LATE FINANCIAL STATEMENTS CHARGE

1) CAD $750 One Time

## RENEWAL FEE

1) CAD $2,000 Annually

## EXCESS MONITORING FEE

The Borrower may, at the Bank's discretion, be charged an Excess Monitoring Fee of $350.00, payable in the currency of the Facility, each time that the Credit Limit of a Facility is exceeded. Any extension of credit above the Credit Limit will be at the Bank's sole and absolute discretion.

## DRAWDOWN

The Borrower can use the Facility on a revolving basis.

The Borrower will follow the provisions set cut in this Agreement with respect to notice periods, minimum amounts of draws, interest periods, and applicable terms.

1) As required

## DISBURSEMENT CONDITIONS

The Borrower will not avail itself of the Facility nor will the Bank make the Facility available to the Borrower until the Borrower has fulfilled the standard Disbursement Conditions contained in Schedule "A".

## BUSINESS CREDIT SERVICE

The Borrower will have access to the Operating Loan (Facility 1) via Loan Account Number 9596006-02-0276 (the 'Loan Account') up to the Credit Limit of the Operating Loan by withdrawing funds from the Borrower's Current Account Number 596006-9144 (the 'Current Account'). The Borrower agrees that each advance from the Loan Account will be in an amount equal to $5,000 (the 'Transfer Amount') or a multiple thereof. If the Transfer Amount is NIL, the Borrower agrees that an advance from the Borrower's Loan Account may be in an amount sufficient to cover the debits made to the Current Account.

The Borrower agrees that:

a) all other overdraft privileges which have governed the Borrower's Current Account are hereby canceled.

b) all outstanding overdraft amounts under any such other agreements are now included in indebtedness under this Facility.

The Bank may, but is not required to, automatically advance the Transfer Amount or a multiple thereof or any other amount from the Loan Account to the Current Account in order to cover the debits made to the Current Account if the amount in the Current Account is insufficient to cover the debits. The Bank may, but is not required to, automatically and without notice apply the funds in the Current Account in amounts equal to the Transfer Amount or any multiple thereof or any other amount to repay the outstanding amount in the Loan Account.

## REPAYMENT

The Borrower agrees to repay the Bank on demand. If the Bank demands repayment, the Borrower will pay to the Bank all amounts outstanding under the Facility, including without limitation, the amount of all unmatured B/As and the amount of all drawn and undrawn L/Gs and L/Cs. All costs to the Bank and all loss suffered by the Bank in re-employing the amounts so repaid will be paid by the Borrower.

1) On Demand

## SECURITY

The following security shall be provided, shall, unless otherwise indicated, support all present and future indebtedness and liability of the Borrower and the grantor of the security to the Bank including without limitation indebtedness and liability under guarantees, foreign exchange contracts, cash management products, and derivative contracts, shall be registered in first position, and shall be on the Bank's standard form, supported by resolutions and solicitor's opinion, all acceptable to the Bank:

a) General Security Agreement ('GSA') from KAM-MIC INVESTMENT CORP representing a First charge on all its present and after acquired personal property. ***(on hand)***

b) General Hypothecation of Collaterals from KAM-MIC INVESTMENT CORP. ***(on hand)***

All persons and entities required to provide a guarantee shall be referred to herein individually as a 'Surety' and/or 'Guarantor' and collectively as the 'Guarantors'.

All of the above security and guarantees shall be referred to collectively in this Agreement as 'Bank Security'.

## PERMITTED LIENS

Permitted Liens as referred to in Schedule 'A' are:

| Seq # | Description | Facility # |
|---|---|---|
| ) | Purchase Money Security Interests in equipment which Purchase Money Security Interests exist on the date of this Agreement ("Existing PMSIs") which are known to the Bank and all future Purchase Money Security Interests on equipment acquired to replace the equipment under Existing PMSIs, provided that the cost of such replacement equipment may not exceed the cost of the equipment subject to the Existing PMSI by more than 10% | ALL |

## REPRESENTATIONS AND WARRANTIES

The Borrower makes the Standard Representations and Warranties set out in Schedule 'A'.

All representations and warranties shall be deemed to be continually repeated so long as the Borrower has any dealings with the Bank.

## POSITIVE COVENANTS

The Borrower will observe the Standard Positive Covenants set out in Schedule 'A' and in addition:

| Seq # | Description | Facility # |
|---|---|---|
| | When lodged, mortgage documentation should include property appraisals, credit reports, state of title certificates, pictures and assignment forms. | ALL |
| | Any mortgages that are at variance must be confirmed in writing, any variance requests are subject to a review fee of $200. | ALL |
| | Mortgages to a maximum of $100,000, in the Kamloops/Okanagan Valley markets only will be permitted without an appraisal provided total encumbrances do not exceed 50% of the current BCAA (to be provided). For all areas outside the Kamloops/Okanagan Valley area, the maximum mortgage amount is $75,000. Otherwise, market value to be determined by current appraisal (defined as less than 6 months old) and updated as requested by the Bank from time to time. | ALL |
| | No more than 40% of total portfolio can be in commercial properties. | ALL |
| | Qualifying location of mortgaged properties to be in areas approved for TD Canada Trust conventional residential mortgages. | ALL |

### REPORTING COVENANTS

| Seq # | Description | Facility # |
|---|---|---|
| 1) | Annual Review Engagement financial statements within 120 calendar days of fiscal year end. | ALL |
| 2) | Borrower to notify Bank in writing of any share sale/RRSP redemption requests in excess of $40M, detailing expected source and date of payout(s). | ALL |

## NEGATIVE COVENANTS

The Borrower will observe the Standard Negative Covenants set out in Schedule 'A' and in addition:

| Seq # | Description | Facility # |
|---|---|---|
| 1) | Mortgages are not to be assigned to any other party. | ALL |
| 2) | Borrower is not to incur additional debt. | ALL |

## FINANCIAL COVENANTS

The Borrower agrees at all times to:

| Seq # | Description | Facility # |
|---|---|---|
| | Maximum Total Debt/Tangible Net Worth not to exceed 0.50:1 | ALL |

## SCHEDULE 'A' - TERMS AND CONDITIONS

Schedule 'A' sets out the Standard Terms and Conditions ('Standard Terms and Conditions') which are applicable to the Borrower and which apply to this Facility. The Standard Terms and Conditions, including the defined terms set out therein, form part of this Agreement, unless this letter states specifically that one or more of the Standard Terms and Conditions do not apply or are modified.

We trust you will find these Facilities helpful in meeting your ongoing financing requirements. We ask that you acknowledge this offer of financing (which includes the Standard Terms and Conditions) by signing and returning the attached duplicate copy of this agreement to the undersigned by May 6, 2023.

Yours truly,

**THE TORONTO-DOMINION BANK**

Samantha Hoogstins
Account Manager

Adam MacMurtery
Senior Manager Commercial Services

**TO THE TORONTO-DOMINION BANK:**

KAM-MIC INVESTMENT CORP hereby accepts the foregoing offer this 4TH day of May, 2023. The Borrower confirms that, except as may be set out above, the credit facility(ies) detailed herein shall not be used by or on behalf of any third party.

Signature

Signature

SAMIG STEWART - MANAGING DIRECTOR
Print Name & Position

Print Name & Position

May 4/2023
Date:

Date:

## SCHEDULE "A" - STANDARD TERMS AND CONDITIONS

### 1. DEFINITIONS

Capitalized Terms used in this Agreement shall have the following meanings:

*"All-in Rate"* means the highest of the interest rates that the Borrower pays for Floating Rate Loans.

*"Business Day"* means any day (other than a Saturday or Sunday) that the Branch/Centre is open for business, provided that when used in connection with Term SOFR loans, the term Business Day shall exclude any day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

*"Branch / Centre"* means the Bank branch or banking centre noted on the first page of the Letter, or such other branch or centre as may from time to time be designated by the Bank.

*"Face Amount"* means in respect of:

(i) a B/A, the amount payable to the holder thereof on its maturity;

(ii) a L/C or L/G, the maximum amount payable to the beneficiary specified therein or any other Person to whom payments may be required to be made pursuant to such L/C or L/G.

*"Floating Rate Loans"* means any loan drawn down or extended under this Agreement at an interest rate which is referenced to a variable rate of interest, such as Prime Rate.

*"Inventory Value"* means, at the time of determination, the total value (based on the lower of cost or market) of the Borrower's inventories that are subject to the Bank Security (other than (i) those inventories supplied by trade creditors who at that time have not been fully paid and would have a right to repossess all or part of such inventories if the Borrower were then either bankrupt or in receivership, (ii) those inventories comprising work in process and (iii) those inventories that the Bank may from time to time designate in its sole discretion) minus the total amount of any claims, liens or encumbrances on those inventories having or purporting to have priority over the Bank.

*"Letter"* means the letter from the Bank to the Borrower to which this Schedule "A" - Standard Terms and Conditions is attached.

*"Letter of Credit"* or *"L/C"* means a documentary letter of credit or similar instrument in form and substance satisfactory to the Bank. *"Letter of Guarantee"* or *"L/G"* means a stand-by letter of guarantee or similar instrument in form and substance satisfactory to the Bank.

*"Purchase Money Security Interest"* means a security interest on asset which is granted to a lender or to the seller of such asset in order to secure the purchase price of such asset or a loan incurred to acquire such asset provided that the amount secured by the security interest does not exceed the cost of the asset and provided that the Borrower provides written notice to the Bank prior to the creation of the security interest, and the creditor under the security interest has, if requested by the Bank, entered into an inter-creditor agreement with the Bank, in a format acceptable to the Bank.

*"Receivable Value"* means, at any time of determination, the total value of those of the Borrower's trade accounts receivable that are subject to the Bank Security other than (i) those accounts then outstanding for 90 days, (ii) those accounts owing by persons, firms or corporations affiliated with the Borrower, (iii) those accounts that the Bank may from time to time designate in its sole discretion, (iv) those accounts subject to any claim, liens, or encumbrance having or purporting to have priority over the Bank, (v) those accounts which are subject to a claim of set-off by the obligor under such account, MINUS the amount of all the Borrower's unremitted source deductions and unpaid taxes.

*"Receivables / Inventory Summary"* means a summary of the Borrower's trade account receivables and inventories, in form as the Bank may require and certified by the Borrower's senior officer or authorized representative.

*"Term SOFR"* means, for the applicable corresponding interest period of a SOFR Loan, the Term SOFR Reference Rate for an interest period comparable to the applicable selected interest period on the day (such day, the "Periodic Term SOFR Determination Day") that is two (2) Business Days prior to the first day of such selected period, as such rate is published by the Term SOFR Administrator; provided, however, if as of 5:00 P.M. (New York City time) on any Periodic Term SOFR Determination Day the Term SOFR Reference Rate for the applicable interest period has not been published by the Term SOFR Administrator, then Term SOFR will be the Term SOFR Reference Rate for such interest period as published by the Term SOFR Administrator on the first preceding Business Day for which such Term SOFR Reference Rate for such interest period was published by the Term SOFR Administrator so long as such first preceding Business Day is not more than three (3) Business Days prior to such Periodic Term SOFR Determination Day.

*"Term SOFR Administrator"* means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Bank in its reasonable discretion).

*"Term SOFR Reference Rate"* means, for the applicable corresponding interest period, the forward-looking term rate based on SOFR.

*"USD"* or *"USD Equivalent"* means, on any date, the equivalent amount in United States Dollars after giving effect to a conversion of a specified amount of Canadian Dollars to United States Dollars at the exchange rate determined by the Bank at the time of the conversion.

**2. INTEREST RATE DEFINITIONS**

Prime Rate means the rate of interest per annum (based on a 365 day year) established and reported by the Bank to the Bank of Canada from time to time as the reference rate of interest for determination of interest rates that the Bank charges to customers of varying degrees of creditworthiness in Canada for Canadian dollar loans made by it in Canada.

The Stamping Fee rate per annum for CDN$ B/As is based on a 365 day year and the Stamping Fee is calculated on the Face Amount of each B/A presented to the Bank for acceptance. The Stamping Fee rate per annum for USD B/As is based on a 360 day year and the Stamping Fee is calculated on the Face Amount of each B/A presented to the Bank for acceptance.

CDOR means, for any day, the annual rate for B/As denominated in Canadian Dollars for a specified term that appears on the Reuters Screen CDOR Page as of 10:00 a.m. (Toronto time) on such day (or, if such day is not a Business Day, then on the immediately preceding Business Day).

SOFR means, with respect to any Business Day, a rate per annum equal to the secured overnight financing rate for such Business Day published by the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate) on the website of the Federal Reserve Bank of New York, currently at http://www.newyorkfed.org (or any successor source for the secured overnight financing rate identified as such by the administrator of the secured financing rate from time to time), on the immediately succeeding Business Day.

A Term SOFR rate expressed as an annual rate for the purposes of the Interest Act (Canada) is equivalent to such determined rate multiplied by the number of days in the calendar year in which the same is to be ascertained and divided by three hundred and sixty (360).

USBR means the rate of interest per annum (based on a 365 day year) established by the Bank from time to time as the reference rate of interest for the determination of interest rates that the Bank charges to customers of varying degrees of creditworthiness for US dollar loans made by it in Canada.

Interest rates will never be less than zero. If Prime Rate, CDOR, Term SOFR, USBR or any other applicable base rate changes, resulting in a variable or floating annual interest rate that is a negative number, the interest rate will be 0.00%. Notwithstanding the foregoing, if a Floating Rate Loan with an interest rate based on CDOR or Term SOFR has been hedged in its entirety with an interest rate swap with the Bank (the "Swap") and the Swap does not include a negative interest rate floor, the foregoing restriction on CDOR or Term SOFR never being less than 0.00% shall not apply. However, for purposes of certainty, if the Swap is subsequently terminated or novated the restriction on CDOR or Term SOFR never being less than 0.00% shall apply.

Any interest rate based on a period less than a year expressed as an annual rate for the purposes of the Interest Act (Canada) is equivalent to such determined rate multiplied by the actual number of days in the calendar year in which the same is to be ascertained and divided by the number of days in the period upon which it was based.

**3. INTEREST CALCULATION AND PAYMENT**

Interest on Prime Based Loans and USBR Loans is calculated daily (including February 29 in a leap year) and payable monthly in arrears based on the number of days for which the subject loan is outstanding. Interest is charged on February 29 in a leap year.

The Stamping Fee is calculated based on the amount and the term of the B/A and is payable upon acceptance by the Bank of the B/A. The net proceeds received by the Borrower on a B/A advance will be equal to the Face Amount of the B/A discounted at the Bank's then prevailing B/A discount rate for CAD B/As or USD B/As as the case may be, for the specified term of the B/A less the Stamping Fee. If the B/A discount rate (or the rate used to determine the B/A discount rate) is less than zero, it shall instead be deemed to be zero for purposes of this Agreement.

Interest on SOFR Loans and CDOR Loans is calculated and payable on the earlier of contract maturity or quarterly in arrears, for the number of days in the SOFR or CDOR interest period, as applicable.

L/C and L/G fees are payable at the time set out in the Letter of Credit Indemnity Agreement applicable to the issued L/C or L/G.

Interest is payable both before and after maturity or demand, default and judgment.

Each payment under this Agreement shall be applied to any indebtedness or amounts owing in any order at the sole discretion of the Bank.

For loans not secured by real property, all overdue amounts of principal and interest and all amounts outstanding in excess of the Credit Limit shall bear interest from the date on which the same became due or from when the excess was incurred, as the case may be, until the date of payment or until the date the excess is repaid at the Bank's standard rate charged from time to time for overdrafts, or such lower interest rate if the Bank agrees to a lower interest rate in writing. Nothing in this clause shall be deemed to authorize the Borrower to incur loans in excess of the Credit Limit.

If any provision of this Agreement would oblige the Borrower to make any payment of interest or other amount payable to the Bank in an amount or calculated at a rate which would be prohibited by law or would result in a receipt by the Bank of "interest" at a "criminal rate" (as such terms are construed under the Criminal Code (Canada)), then, notwithstanding such provision, such amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by applicable law or so result in a receipt by the Bank of "interest" at a "criminal rate", such adjustment to be effected, to the extent necessary (but only to the extent necessary), as follows: first, by reducing the amount or rate of interest, and, thereafter, by reducing any fees, commissions, costs, expenses, premiums and other amounts required to be paid to the Bank which would constitute interest for purposes of section 347 of the Criminal Code (Canada).

## 4. DRAWDOWN PROVISIONS

### Prime Based and USBR Loans

There is no minimum amount of drawdown by way of Prime Based Loans and USBR Loans, except as stated in this Agreement. The Borrower shall provide the Bank with 3 Business Days' notice of a requested Prime Based Loan over $1,000,000.

### B/As

The Borrower shall advise the Bank of the requested term or maturity date for B/As issued hereunder. The Bank shall have the discretion to restrict the term or maturity dates of B/As. Except as otherwise stated in this Agreement, the minimum amount of a drawdown by way of B/As is $1,000,000 and in multiples of $100,000 thereafter. The Borrower shall provide the Bank with 3 Business Days' notice of a requested B/A drawdown. The Borrower will pay to the Bank the Face Amount of the B/A at the maturity of the B/A.

The Borrower appoints the Bank as its attorney to and authorizes the Bank to (i) complete, sign, endorse, negotiate and deliver B/As on behalf of the Borrower in handwritten form, or by facsimile or mechanical signature or otherwise, (ii) accept such B/As, and (iii) purchase, discount, and/or negotiate B/As.

### SOFR and CDOR

The Borrower shall advise the Bank of the requested SOFR or CDOR contract maturity or interest period. SOFR Loans are available for terms of one, three or six months, all subject to market availability and based on the applicable Term SOFR. The Bank shall have the discretion to restrict the SOFR or CDOR contract maturity. Except as otherwise stated in this Agreement, the minimum amount of a drawdown by way of a SOFR Loan or a CDOR Loan is $1,000,000, and shall be in multiples of $100,000 thereafter. The Borrower will provide the Bank with 3 Business Days' notice of a requested SOFR Loan or CDOR Loan.

### L/C and/or L/G

The Bank shall have the discretion to restrict the maturity date of L/Gs or L/Cs.

### B/A, SOFR and CDOR - Conversion

Any portion of any B/A, SOFR or CDOR Loan that is not repaid, rolled over or converted in accordance with the applicable notice requirements hereunder shall be converted by the Bank to a Prime Based Loan effective as of the maturity date of the B/A or the last day in the interest period of the SOFR or CDOR contract, as applicable. The Bank may charge interest on the amount of the Prime Based Loan at the rate of 115% of the rate applicable to Prime Based Loans for the 3 Business Day period immediately following such maturity. Thereafter, the rate shall revert to the rate applicable to Prime Based Loans.

### B/A, SOFR and CDOR – Market Disruption, Benchmark Cessation

If the Bank determines, in its sole discretion, that (i) a normal market in Canada for the purchase and sale of B/As or the making of CDOR or SOFR Loans does not exist, (ii) Term SOFR cannot be determined in accordance with the definition thereof on any given day, or (iii) CDOR or Term SOFR for any requested interest period with respect to a proposed SOFR Loan does not adequately and fairly reflect the cost to the Bank of making and maintaining such CDOR or SOFR Loan, as applicable, any right of the Borrower to request a drawdown (including any rollover or conversion) under the applicable borrowing option shall be suspended until the Bank advises otherwise. Any such drawdown (including any rollover or conversion) request during the suspension period for (i) B/As or CDOR Loans, as applicable, shall be deemed to be a drawdown notice requesting a Prime Based Loan in an equivalent amount, or (ii) SOFR Loans shall be deemed to be a drawdown notice requesting a USBR Loan in an equivalent amount.

**Cash Management**

The Bank may, and the Borrower hereby authorizes the Bank to, drawdown under the Facility to satisfy any obligations of the Borrower to the Bank in connection with any cash management service provided by the Bank to the Borrower. The Bank may drawdown under the Facility even if the drawdown results in amounts outstanding in excess of the Credit Limit.

**5. STANDARD DISBURSEMENT CONDITIONS**

The Bank shall have received the following documents which should be in form and substance satisfactory to the Bank:

1. a copy of a duly executed resolution of the Borrower's Board of Directors empowering the Borrower to enter into this Agreement;
2. all of the Bank Security and supporting resolutions and solicitors' letters of opinion required under this Agreement;
3. all operation of account documentation;
4. a completed Environmental Questionnaire and/or if requested by the Bank, an audit inspection report from auditors or inspectors acceptable to the Bank;
5. for drawdowns under the Facility by way of L/C or L/G, the Bank's standard form Letter of Credit Indemnity Agreement; and
6. a copy of any necessary or desirable government approvals authorizing the Borrower to enter into this Agreement.

**6. STANDARD REPRESENTATIONS AND WARRANTIES**

The Borrower hereby represents and warrants, which representations and warranties shall be deemed to be repeated each day hereafter, that:

1. The Borrower is a duly incorporated corporation, a limited partnership, partnership, or sole proprietorship, duly organized, validly existing and in good standing under the laws of the jurisdiction where the Branch/Centre is located and each other jurisdiction where the Borrower has property or assets or carries on business and the Borrower has adequate corporate power and authority to carry on its business, own property, borrow monies and enter into agreements therefore, execute and deliver the Agreement, the Bank Security, and documents required hereunder, and observe and perform the terms and provisions of this Agreement.
2. There are no laws, statutes or regulations applicable to or binding upon the Borrower and no provisions in its charter documents or in any by-laws, resolutions, contracts, agreements, or arrangements which would be contravened, breached, violated as a result of the execution, delivery, performance, observance, of any terms of this Agreement.
3. No event of default has occurred nor has any event occurred which, with the passage of time or the giving of notice, would constitute an event of default under any other agreement for borrowed money.
4. There are no actions, suits or proceedings, including appeals or applications for review, or any knowledge of pending actions, suits, or proceedings against the Borrower and its subsidiaries, before any court or administrative agency which would result in any material adverse change in the property, assets, financial condition, business or operations of the Borrower.
5. All material authorizations, approvals, consents, licenses, exemptions, filings, registrations and other requirements of governmental, judicial and public bodies and authorities required to carry on its business have been or will be obtained or effected and are or will be in full force and effect.

6. The financial statements and forecasts delivered to the Bank fairly present the present financial position of the Borrower, and have been prepared by the Borrower and its auditors in accordance with the International Financial Reporting Standards or GAAP for Private Enterprises.

7. All of the remittances required to be made by the Borrower to the federal government and all provincial and municipal governments have been made, are currently up to date and there are no outstanding arrears. Without limiting the foregoing, all employee source deductions (including income taxes, Employment Insurance and Canada Pension Plan), sales taxes (both provincial and federal), corporate income taxes, corporate capital taxes, payroll taxes and workers' compensation dues are currently paid and up to date.

8. If the Bank Security includes a charge on real property, the Borrower or Guarantor, as applicable, is the legal and beneficial owner of the real property with good and marketable title in fee simple thereto, free from all easements, rights-of-way, agreements, restrictions, mortgages, liens, executions and other encumbrances, save and except for those approved by the Bank in writing.

9. All information that the Borrower has provided to the Bank is accurate and complete respecting, where applicable:
   i. the names of the Borrower's directors and the names and addresses of the Borrower's beneficial owners;
   ii. the names and addresses of the Borrower's trustees, known beneficiaries and/or settlors; and
   iii. the Borrower's ownership, control and structure.

**7. STANDARD POSITIVE COVENANTS**

In addition to all of the other obligations in this Agreement the Borrower will:

(i) pay all amounts outstanding to the Bank when due or demanded,

(ii) maintain its existence as a sole proprietorship, corporation, partnership or limited partnership, as the case may be, and keep all material agreements, rights, franchises, licenses, operations, contracts or other arrangements in full force and effect,

(iii) pay all taxes,

(iv) maintain its property, plant and equipment in good repair and working condition,

(v) continue to carry on the business now being carried on,

(vi) maintain adequate insurance on all of its assets, undertakings, and business risks,

(vii) permit the Bank and its authorized representatives full access to its premises, business, financial and computer records and allow the duplication or extraction of pertinent information therefrom, and

(viii) comply with all applicable laws.

**8. STANDARD NEGATIVE COVENANTS**

The Borrower will not:

(i) create, incur, assume, or suffer to exist, any mortgage, deed of trust, pledge, lien, security interest, assignment, charge, or encumbrance (including without limitation, any conditional sale, or other title retention agreement, or finance lease) of any nature, upon or with respect to any of its property, now owned or hereafter acquired except for those Permitted Liens set out in the Letter.

(ii) merge or amalgamate with any other entity or permit any change of ownership or change its capital structure, and

(iii) sell, lease, assign, or otherwise dispose of all or substantially all of its assets.

Compliance by the Borrower with these Positive Covenants and Negative Covenants shall not automatically entitle the Borrower to the continued availability of the Facility and shall not restrict or limit the Bank's ability to demand repayment of all or any part of amounts outstanding under the Facility.

**9. ADDITIONAL INFORMATION AND SECURITY**

The Borrower will provide, or cause to be provided, whatever information the Bank may request from time to time, including, without limitation, such updated information and/or additional supporting information as the Bank may require with respect to any or all the matters in the Borrower's representation and warranty made in paragraph 8 of the above Section 6. The Borrower will provide, or cause to be provided, any security or guarantees required by the Bank from time to time.

**10. INDEMNITY**

The Borrower agrees to indemnify the Bank from and against any and all claims, losses and liabilities arising or resulting from this Agreement. USD loans must be repaid with USD and CAD loans must be repaid with CAD and the Borrower shall indemnify the Bank for any loss suffered by the Bank if USD loans are repaid with CAD or vice versa, whether such payment is made pursuant to an order of a court or otherwise. In no event will the Bank be liable to the Borrower for any direct, indirect or consequential damages arising in connection with this Agreement.

**11. TAXATION ON PAYMENTS**

All payments made by the Borrower to the Bank will be made free and clear of all present and future taxes (excluding the Bank's income taxes), withholdings or deductions of whatever nature. If these taxes, withholdings or deductions are required by applicable law and are made, the Borrower shall, as a separate and independent obligation, pay to the Bank all additional amounts as shall fully indemnify the Bank from any such taxes, withholdings or deductions.

**12. FX CLOSE OUT**

The Borrower hereby acknowledges and agrees that in the event any of the following occur: (i) Default by the Borrower under any forward foreign exchange contract ("FX Contract"); (ii) Default by the Borrower in payment of monies owing by it to anyone, including the Bank; (iii) Default in the performance of any other obligation of the Borrower under any agreement to which it is subject; or (iv) the Borrower is adjudged to be or voluntarily becomes bankrupt or insolvent or admits in writing to its inability to pay its debts as they come due or has a receiver appointed over its assets, the Bank shall be entitled without advance notice to the Borrower to close out and terminate all of the outstanding FX Contracts entered into hereunder, using normal commercial practices employed by the Bank, to determine the gain or loss for each terminated FX contract. The Bank shall then be entitled to calculate a net termination value for all of the terminated FX Contracts which shall be the net sum of all the losses and gains arising from the termination of the FX Contracts which net sum shall be the "Close Out Value" of the terminated FX Contracts. The Borrower acknowledges that it shall be required to forthwith pay any positive Close Out Value owing to the Bank and the Bank shall be required to pay any negative Close Out Value owing to the Borrower, subject to any rights of set-off to which the Bank is entitled or subject.

**13. ENVIRONMENTAL REPRESENTATION AND UNDERTAKINGS**

The Borrower represents, warrants and covenants (which representation, warranty and covenant shall continue each day hereafter) that its property and business is being operated in compliance with applicable environmental, health and safety laws and regulations and that there are no judicial or administrative proceedings in respect thereto.

The Borrower shall, when asked by the Bank, at the Borrower's expense, obtain and provide to the Bank an appraisal, environmental audit or inspection report of any of its property from appraisers, auditors or inspectors acceptable to the Bank.

The Borrower will defend, indemnify and hold harmless the Bank, its officers, directors, employees, agents and shareholders, against all loss, costs, claims, damages and expenses (including legal, audit and inspection expenses) which may be suffered or incurred in connection with the breach of this environmental representation, warranty and covenant and against environmental damage occasioned by the Borrower's activities or by contamination of or from any of the Borrower's property.

**14. REPRESENTATION**

No representation or warranty or other statement made by the Bank concerning the Facility shall be binding on the Bank unless made by it in writing as a specific amendment to the Agreement.

**15. BANK MAY CHANGE AGREEMENT**

The Bank may change the provisions of this Agreement from time to time. These changes include, without limitation, changes to the Credit Limit, interest rate, or fees payable by the Borrower. The Bank will notify the Borrower of any change in this Agreement by mail, hand delivery, electronic mail or facsimile transmission or for a change in any interest rates or interest rate definitions by posting a notice in all of the Bank's branches. The Bank is not required to notify a Guarantor of any change in the Agreement, including without limitation, any increase in the Credit Limit, Overdraft Limit or Loan Amount. If more than one Person signs this Agreement, communication with any one Person will serve as notice to all.

**16. METHOD OF COMMUNICATION**

The Bank may communicate with the Borrower by ordinary, uninsured mail or other means, including hand delivery, electronic mail or facsimile transmission. Mailed information is deemed to be received by the Borrower five days after mailing. Delivered information is deemed to be received when delivered or left at the Borrower's address. Electronically delivered information is deemed to be received when sent. Messages sent by facsimile are deemed to be received when the Bank receives a fax confirmation.

**17. EXPENSES**

The Borrower shall pay any fees and expenses (including but not limited to all legal fees) incurred by the Bank in connection with the preparation, registration, ongoing administration, and discharge of this Agreement and the Bank Security and with the enforcement of the Bank's rights and remedies under this Agreement and the Bank Security whether or not any amounts are advanced under the Agreement. These fees and expenses shall include, but not be limited to, any outside counsel expenses, and any in-house legal expenses (if in-house counsel are used), and any outside professional advisory fees and expenses, and any registration, renewal and discharge fees in connection with the Bank Security, including but not limited to, as applicable, land registry, intellectual property registry, Personal Property Security Act, and Le Registre des droits personnels et réels mobiliers fees as established by the applicable federal, provincial and/or territorial government(s) from time to time. The Borrower shall pay interest on unpaid amounts due pursuant to this paragraph at the All-In Rate plus 2% per annum.

Without limiting the generality of Section 24, the Bank or the Bank's agent, is authorized to debit any of the Borrower's accounts with the amount of the fees and expenses owed by the Borrower hereunder, including any registration, renewal and discharge fee as described in this section in connection with the Bank Security, even if that debiting creates an overdraft in any such account. If there are insufficient funds in the Borrower's accounts to reimburse the Bank or it's agent for payment of the fees and expenses owed by the Borrower hereunder, the amount debited to the Borrower's accounts shall be deemed to be a Prime Based Loan under the Facility.

The Borrower will, if requested by the Bank, sign a Pre-Authorized Payment Authorization in a format acceptable to the Bank to permit the Bank's agent to debit the Borrower's accounts as contemplated in this Section.

**18. NON WAIVER**

Any failure by the Bank to object to or take action with respect to a breach of this Agreement or any Bank Security shall not constitute a waiver of the Bank's right to take action at a later date on that breach. No course of conduct by the Bank will give rise to any reasonable expectation which is in any way inconsistent with the terms and conditions of this Agreement and the Bank Security or the Bank's rights thereunder.

**19. EVIDENCE OF INDEBTEDNESS**

The Bank shall record on its records the amount of all advances made hereunder, payments made in respect thereto, and all other amounts becoming due to the Bank under this Agreement. The Bank's records constitute, in the absence of manifest error, conclusive evidence of the Borrower's indebtedness to the Bank pursuant to this Agreement.

The Borrower will sign the Bank's standard form Letter of Credit Indemnity Agreement for all L/Cs and L/Gs issued by the Bank.

With respect to chattel mortgages taken as Bank Security, this Agreement is the Promissory Note referred to in same chattel mortgage, and the indebtedness incurred hereunder is the indebtedness secured by the chattel mortgage.

**20. ENTIRE AGREEMENTS**

This Agreement replaces any previous agreements dealing specifically with the Facility. Agreements relating to other credit facilities made available by the Bank continue to apply for those other credit facilities. This Agreement, and if applicable, the Letter of Credit Indemnity Agreement are the entire agreements relating to the Facility described in this Agreement.

**21. NON-MERGER**

Notwithstanding the execution, delivery or registration of the Bank Security and notwithstanding any advances made pursuant thereto, this Agreement shall continue to be valid, binding and enforceable and shall not merge as a result thereof. Any default under this Agreement shall constitute concurrent default under the Bank Security. Any default under the Bank Security shall constitute concurrent default under this Agreement. In the event of an inconsistency between the terms of this Agreement and the terms of the Bank Security, the terms of this Agreement shall prevail and the inclusion of any term in the Bank Security that is not dealt with in this Agreement shall not be an inconsistency.

**22. ASSIGNMENT**

The Bank may assign or grant participation in all or part of this Agreement or in any loan made hereunder without notice to and without the Borrower's consent.

The Borrower may not assign or transfer all or any part of its rights or obligations under this Agreement.

**23. RELEASE OF INFORMATION**

The Borrower hereby irrevocably authorizes and directs its accountant, (the "Accountant") to deliver all financial statements and other financial information concerning the Borrower to the Bank and agrees that the Bank and the Accountant may communicate directly with each other.

**24. SET-OFF**

In addition to and not in limitation of any rights now or hereafter granted under applicable law, the Bank may at any time and from time to time without notice to the Borrower or any other person, any notice being expressly waived by the Borrower, set-off and apply any and all deposits, general or special, time or demand, provisional or final, matured or unmatured, in any currency, and any other indebtedness or amount payable by the Bank (irrespective of the place of payment or booking office of the obligation), to or for the Borrower's credit or for the Borrower's account, including without limitation, any amount owed by the Bank to the Borrower under any FX Contract or other treasury or derivative product, against and on account of the indebtedness and liability under this Agreement notwithstanding that any of them are contingent or unmatured or in a different currency than the indebtedness and liability under this Agreement.

When applying a deposit or other obligation in a different currency than the indebtedness under this Agreement to the indebtedness under this Agreement, the Bank will convert the deposit or other obligation to the currency of indebtedness under this Agreement using the exchange rate determined by the Bank at the time of the conversion.

**25. SEVERABILITY**

In the event any one or more of the provisions of this Agreement shall for any reason, including under any applicable statute or rule of law, be held to be invalid, illegal or unenforceable, that part will be severed from this Agreement and will not affect the enforceability of the remaining provisions of this Agreement, which shall remain in full force and effect.

**26. MISCELLANEOUS**

i) The Borrower has received a signed copy of this Agreement;

ii) If more than one person, firm or corporation signs this Agreement as the Borrower, each party is jointly and severally liable hereunder, and the Bank may require payment of all amounts payable under this Agreement from any one of them, or a portion from each, but the Bank is released from any of its obligations by performing that obligation to any one of them;

iii) Accounting terms will (to the extent not defined in this Agreement) be interpreted in accordance with accounting principles established from time to time by the Canadian Institute of Chartered Accountants (or any successor) consistently applied, and all financial statements and information provided to the Bank will be prepared in accordance with those principles;

iv) This Agreement is governed by the law of the Province or Territory where the Branch/Centre is located.

v) Unless stated otherwise, all amounts referred to herein are in Canadian dollars.

vi) If the Borrower qualifies as an Eligible Enterprise and the facility/ies hereunder are not secured by a mortgage on real property, the Borrower has the right to cancel this Agreement without incurring a cancellation charge until the end of the third Business Day after the day on which this Agreement is entered into and may be entitled to the refund of certain fees other than (i) any amounts related to the use of the product or service prior to its cancellation; and (ii) any expense that the Bank has reasonably incurred in providing the product or service. Eligible Enterprise, as defined in the Bank Act, means a business with authorized credit of less than CAD$1,000,000, fewer than 500 employees and annual revenues of less than CAD$50,000,000.

## 27. CUSTOMER RESOLUTION PROCESS

Tell us about your problem or concern in the way that is most convenient for you. You may contact a Customer Service Representative at your Branch or Business Unit that handles your account, call us toll free at 1-833-259-5980, contact us by mail at Customer Service, TD Centre, P.O. Box 193, Toronto, Ontario, M5K 1H6, by fax at 1-877-983-2932 or by e-mail at customer.service@td.com. As a next step, if your concern remains unresolved, the Manager will offer to elevate your problem to a representative of the Senior Management Office. Alternatively, if you prefer to elevate the problem yourself, you may contact the Manager, or one of our telephone banking specialists at the toll-free number above, and they will assist you.

If your concern remains unresolved, you may contact the Senior Customer Complaints Office by email at td.scco@td.com, by mail at P.O. Box 1, TD Centre, Toronto, Ontario, M5K 1A2, or toll free at 1-888-361-0319. If your concern still remains unresolved, you may then contact the ADR Chambers Banking Ombuds Office (ADRBO) by mail at 31 Adelaide Street East, P.O. Box 1066, Toronto, Ontario, M5C 1K9 or telephone: 1-800-941-3655 or toll free fax: 1-877-307-5127 and at www.bankingombuds.ca or contact@bankingombuds.ca. For a more detailed overview please obtain a copy of our "If You Have a Problem or Concern" brochure from any branch or from our website at www.td.com.

Financial Consumer Agency of Canada (FCAC) - If you have a complaint regarding a potential violation of a consumer protection law, a public commitment, or an industry code of conduct, you can contact the FCAC in writing at: 6th Floor, Enterprise Building, 427 Laurier Ave. West, Ottawa, Ontario K1R 1B9. The FCAC can also be contacted by telephone at 1-866-461-3222 (en français 1-866-461-2232) or through its website at www.fcac-acfc.gc.ca. Please note that the FCAC does not become involved in matters of redress or compensation - all such requests must follow the process set out above.

## 28. CONSENT TO THE COLLECTION, USE AND/OR DISCLOSURE OF INFORMATION - INDIVIDUALS

In this Section, "you" and "your" means: (i) any individual, or that individual's authorized representative, who is the Borrower; (ii) any individual, or that individual's authorized representative, who has offered to provide a guarantee for any product or service offered by us to the Borrower; (iii) any individual who is a partner of the Borrower; and (iv) the signing authorities, as identified to us, of the Borrower. In this Section and in Section 29, the words "we", "us" and "our" mean TD Bank Group ("TD"). TD includes The Toronto-Dominion Bank and its world-wide affiliates, which provide deposit, investment, loan, securities, trust, insurance and other products or services. The word "Information" means financial, personal and other details about you, that you provide to us and we obtain from others outside our organization, including through the products and services that are provided by us to the Borrower. You agree that, at the time you request to begin a relationship with us and during the course of our relationship, we may share your Information within TD, and collect, use and disclose your Information as described in the Privacy Agreement separately provided to you and available at any TD Canada Trust branch or online at td.com, including for, but not limited to, the purposes of identifying you, providing you with ongoing service, helping us serve you better, protecting us both from fraud and error, complying with legal and regulatory requirements, and marketing products and services to you.

We may communicate with you for any of these purposes by telephone, fax, text messaging, or other electronic means, and automatic dialing-announcing device, at the numbers you have provided to us, or by ATM, internet, mail, email and other methods. If:

a) there are changes to the signing authorities of the Borrower; or

b) at the time of obtaining a product or service from us, the Borrower has indicated that the product or service will be used by or on behalf of a third party who is an individual; or

c) at the time of obtaining a product or service from us, the Borrower, if a corporation, has any individual who owns or controls, directly or indirectly, 25 per cent or more of the shares of the corporation, or has any director, where such individual or director is not, as such time, either a signing authority of the corporation or a personal banking customer of TD; or

d) at the time of obtaining a product or service from us, such Borrower, if other than a corporation, has any individual who owns or controls, directly or indirectly, 25 per cent or more of such Borrower, where such individual is not, at such time, either a signing authority of the Borrower or a personal banking customer of TD;

then the Borrower agrees to make such signing authorities and any such individual or director aware of the Privacy Agreement, advise them that they are subject to such agreement and inform them that a copy of such agreement is available at any TD Canada Trust branch or online at td.com. The definition of "you" in the Privacy Agreement shall be deemed to include any such individual or director. Notwithstanding the foregoing, c) and d) shall not apply where the Borrower is a public body, or a corporation that has minimum net assets of $75 million on its last audited balance sheet and whose shares are traded on a Canadian stock exchange or a stock exchange that is prescribed by section 3201 of the Income Tax Regulations, as may be amended from time to time, and operates in a country that is a member of the Financial Action Task Force.

To understand how you can withdraw your consent, refer to the "Marketing Purposes" section of the Privacy Agreement or contact us at 1-866-567-8888.

**29. CONSENT TO THE COLLECTION AND/OR DISCLOSURE OF INFORMATION – BORROWER (OTHER THAN AN INDIVIDUAL)**

In addition to any rights the Bank may have regarding the collection and disclosure of the Borrower's information, the Borrower authorizes the Bank to obtain information about the Borrower from, and disclose information about the Borrower to, TD, other lenders, credit reporting or credit rating agencies, credit bureaus, auditors, governmental and regulatory authorities, references provided by the Borrower and any supplier, agent or other party that performs services for the Borrower or for the Bank.

This is Exhibit "B" referred to in the affidavit of Taunja Byers affirmed before me at Vancouver, BC, this 26th day of October 2026.

*A Commissioner for taking Affidavits within British Columbia*

GENERAL SECURITY AGREEMENT (BRITISH COLUMBIA)

TO: THE TORONTO-DOMINION BANK

299 - 3rd Avenue & Seymour Street, Kamloops, BC V2C 5K9, (hereinafter called the "Bank"),

GRANTED BY: KAM-MIC INVESTMENT CORP.

#100 - 153 Seymour Street, Kamloops, BC, V2C 2C7, (hereinafter called the "Debtor").

1. SECURITY INTEREST

As general and continuing security for the payment of all obligations, indebtedness and liabilities, direct or indirect, absolute or contingent, present or future, liquidated or unliquidated, of the Debtor to the Bank wheresoever, and howsoever incurred and whether incurred before, at the time of or after the execution hereof, including extensions or renewals thereof, including without restricting the generality of the foregoing, obligations to the Bank for advances by the Bank to the Debtor under fixed or revolving credits established from time to time, liability to the Bank in respect of letters of credit or guarantee, whether or not drawn upon, issued or given by the Bank for the Debtor and the obligation and liability of the Debtor under any contract of guarantee now or hereafter in existence whereby the Debtor guarantees payment of the debts, liabilities and obligations of a third party to the Bank (the obligations, indebtedness and liabilities of the Debtor referred to above are hereinafter collectively called "Obligations"), and, IN CONSIDERATION OF THE OBLIGATIONS, the Debtor hereby mortgages, charges, assigns and transfers to the Bank and grants, in favour of the Bank, a security interest (hereinafter together with any other security interest hereby created called the "Security Interest") in, all the Debtor's right, title and interest in and to all presently owned or held and after acquired or held personal property, assets and undertakings of the Debtor (including such as may be returned to or repossessed by the Debtor), of whatsoever nature or kind and wheresoever situate and all proceeds thereof, substitutions therefore and accretions thereto including, without limiting the generality of the foregoing:

(a) Intangibles - all contractual rights and insurance claims, patents, trademarks, trade names, goodwill, copyrights and other industrial property of the Debtor, all other choses in action of the Debtor of every kind which now are, or which may, at any time hereafter, be due or owing to or owned by the Debtor and all other intangible property of the Debtor which is not Accounts, chattel paper, instruments, documents of title, securities or money (all of which property is hereinafter collectively called the "Intangibles");

INITIAL

(b) Proceeds - all of the Debtor's property in any form derived directly or indirectly from any use or dealing with the Collateral (defined in the last sentence of this paragraph) including, without limiting the generality of the foregoing, accounts receivable, bills of exchange, insurance proceeds, chattel paper, intangibles, motor vehicles, and all other after-acquired property constituting proceeds or that indemnifies or compensates for Collateral destroyed or damaged (all of which property is hereinafter collectively called the "Proceeds");

(c) Accounts - all debts, accounts, choses in action, claims, demands and monies now due or owing or accruing due or which may hereafter become due or owing to the Debtor, including, without limiting the generality of the foregoing, claims against the Crown in the right of Canada or of any Province, monies which may become payable under any policy of insurance in respect of any loss by fire or other cause which has been or may be incurred by the Debtor (collectively called "Book Debts"), together with all contracts, securities, bills, notes, lien notes, judgments, chattel mortgages, mortgages and all other rights, benefits and documents now or hereafter taken, vested in or held by the Debtor in respect of or as security for the Book Debts hereby assigned or intended so to be or any part thereof and the full benefit and advantage

thereof, and all rights of action, claim or demand which the Debtor now has or may at any time hereafter have against any person or persons, firm or corporation in respect thereof; and all of the Debtor's deeds, documents, writings, papers, books of account and other books relating to or being records of debts, chattel paper or documents of title or by which such are or may hereafter be secured, evidenced, acknowledged or made payable;

(d) Equipment - all equipment, including, without limiting the generality of the foregoing, machinery, tools, fixtures, furniture, furnishings, chattels, motor vehicles, vessels, livestock 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 and any other property or assets of the kind, nature or description of the property or assets particularly described in any Schedule hereto (all of which is hereinafter collectively called the "Equipment");

(e) Inventory - all goods and chattels now or hereafter forming the inventory of the Debtor, of whatsoever kind and wheresoever located, including, without limiting the generality of the foregoing, all goods, merchandise, raw materials, work in progess, finished goods and chattels held for sale, lease or resale, or furnished or to be furnished under contracts for service or used or consumed in the business of the Debtor, goods used in or procured for packing or packaging, timber cut or to be cut, oil, gas and minerals extracted or to be extracted, all livestock and the young thereof after conception and all crops which become such within one year after the date of execution of this Agreement (all of which goods and chattels are hereinafter collectively called the "Inventory");

(f) All Property described in any Schedule hereto or in any Schedule hereinafter annexed hereto in addition to or in substitution therefore.

and for the same consideration the Debtor hereby grants, mortgages, assigns and transfers to the Bank a floating charge as and by way of a continuing security interest in:

(a) Real Property - all real and immoveable property, including without limiting the generality of the foregoing, both freehold and leasehold, now or hereafter owned or acquired by the Debtor, together with all buildings, erections, improvements and fixtures situate thereon or used in connection therewith, including any lease, verbal or written or any agreement therefore, (all of which property is hereinafter collectively called "Real Property") provided, however, that the last day of any term of any such lease, verbal or written, or any agreement therefore now held or hereafter held by the Debtor, is excepted out of the Real Property charged by this Agreement, but should such charge become enforeable the Debtor shall thereafter stand possessed of any such reversion upon trust to assign and dispose thereof as the Bank may direct; and

INITIAL

(b) Other Property - the undertaking and all other property and assets of the Debtor for the time being of whatsoever nature and kind, both present and future, including without limiting the generality of the foregoing, uncalled capital, monies, rights, franchises, negotiable and non-negotiable instruments, judgements and securities (all of which are hereinafter collectively called "Other Property"), other than that which is at any time and all times validly subject to the security interest created above.

All of the above-mentioned property is hereinafter collectively called the "Collateral".

2. EXCEPTIONS

There shall be excluded from the security interests hereby created any consumer goods of the Debtor.

3. ATTACHMENT

The Debtor 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 Debtor has, or in the case of after-acquired property will have, rights in the Collateral.

4. REPRESENTATIONS, WARRANTIES & COVENANTS

So long as the Obligations are outstanding, the Debtor hereby represents, warrants and covenants to or with the Bank, as the case may be, that:

(a) the Collateral will be kept at the address shown on the Schedule hereto or, if left blank, at the address shown below the Debtor's signature to this Agreement, and subject to the provisions of paragraph 8, the Debtor will not remove any of the Collateral from said location without the prior written consent of the Bank.

(b) except for the Security Interest and any other security interests consented to, in writing, by the Bank, the Debtor is, or respecting the Collateral acquired after the date hereof, will be the lawful owner of the Collateral free from any mortgage, lien, charge, security interest or encumbrance and the Debtor will keep the Collateral free and clear of all taxes, assessments, liens and encumbrances;

(c) if the Debtor is a company or partnership, this Security Agreement is granted in accordance with resolutions of the directors (and of the shareholders as applicable) or of the partners, as the case may be, of the Debtor 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 Debtor's obligations hereunder, legal, valid and binding.

INITIAL

(d) the Debtor will fully and effectually maintain and keep maintained the security interests hereby created, valid and effective;

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

(f) the Debtor will 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 Debtor 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, other than the charges or security interests consented to in writing by the Bank;

(g) the Debtor will pay to the Bank and indemnify it for all costs and expenses, including legal fees and disbursements as between solicitor and client, which may be reasonably 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 and the status of same;

(iv) taking, recovering, keeping possession of, insuring and repairing the Collateral or otherwise protecting same;

(v) all other actions and proceedings, judicial or otherwise, 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; and

(vi) discharging any registrations against the Debtor;

and all such costs and expenses shall bear interest at the highest rate borne by any of the Obligations and shall be payable on demand;

Delete where inapplicable

(h) the Debtor will deliver to the Bank, within three (3) months next after the end of each of the Debtor's fiscal years, ~~audited~~/unaudited financial statements of the Debtor, and, if the Debtor is a corporation, will furnish annually to the Bank the information which is required to be furnished to the shareholders of a corporation under applicable law;

(i) the Debtor will care for, protect, preserve and keep in good order, condition and repair the Collateral and not permit its value to be impaired and, subject to paragraph 8, will not release, surrender or abandon possession of the Collateral, move or transfer the Collateral from its present location or, sell, transfer, assign, mortgage, charge, pledge, hypothecate, lease or deliver or otherwise dispose of any such property or any interest therein without the prior written consent of the Bank;

(j) the Debtor will keep the Collateral insured under policies with such provisions, for such amounts, for such periods and by such insurers satisfactory to the Bank from time to time against loss or damage by fire and such other risks as the Bank shall direct, and will maintain such insurance with loss, if any, payable to the Bank and will lodge such policies with the Bank;

INITIAL

(k) the Bank shall be entitled, from time to time, and at any time, to inspect the Collateral wherever located and to make enquiries and tests concerning the Collateral, and the Debtor will pay all expenses in connection therewith;

(l) at the Bank's request, the Debtor will, forthwith, 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 and charges hereby created in favour of the Bank upon any of the Collateral. In particular, but without limiting the foregoing, the Debtor will well and truly execute or cause to be executed all or any such further or other document or documents as may be required by the Bank to more completely or fully vest in the Bank the Accounts hereby assigned or intended so to be and the right to receive the said monies or to enable the Bank to recover same and will, from time to time, prepare and deliver to the Bank all deeds, books, vouchers, promissory notes, bills of exchange, accounts, letters, invoices, papers and all other documents in any way relating to the Accounts;

(m) the Debtor will notify the Bank promptly of:

(i) any change in the information contained herein relating to the Debtor, its address, its business, its name or the Collateral;
(ii) the details of any material acquisition of the Collateral;
(iii) any material loss or damage to the Collateral;
(iv) any material default by any account debtor in payment or other performance of his obligations to the Debtor with respect to any Accounts;
(v) the return to or repossession by the Debtor of the Collateral where such return or repossession of the Collateral is material in relation to the business of the Debtor; and
(vi) the details of any litigation, actions, claims or process affecting the Collateral or Debtor;

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

(o) the Debtor will 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;

(p) the Debtor will 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 the Collateral for the purpose of inspecting, auditing or copying the same;
(iii) all financial statements prepared by or for the Debtor regarding the Debtor's business;
(iv) all policies and certificates of insurance relating to the Collateral; and
(v) such information concerning the Collateral, the Debtor and the Debtor's business and affairs as the Bank may require;

INITIAL

(q) the Debtor, if a company, will not, without the prior written consent of the Bank:

(i) declare or pay any dividends except in the Debtor's ordinary course of business as a Mortgage Investment Corporation, registered pursuant to the provisions of the Income Tax Act of Canada, which ordinary course of business requires the Debtor to annually declare and pay dividends by the issuance of purchased shares and to redeem preferred shares at the rate of $1.00 per issued preferred share; other than preferred shares as aforesaid
(ii) purchase or redeem any of its shares or otherwise reduce its share capital;
(iii) become guarantor of any Obligation;
(iv) 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 Debtor; and

(r) additional covenants of the Debtor contained in any Schedule attached hereto shall form part of this Security Agreement.

5. DESTRUCTION OF COLLATERAL

The loss, injury or destruction of the Collateral shall not operate in any manner to release the Debtor from its liability to the Bank.

6. PERFORMANCE OF OBLIGATIONS

If the Debtor 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 Debtor to the Bank forthwith with interest until paid at the highest rate borne by any of the Obligations and such amounts shall be a charge upon and security interest in the Collateral in favour of the Bank prior to all claims subsequent to this Security Agreement.

7. SECURITIES

If the Collateral at any time includes Securities, the Debtor authorizes the Bank to transfer the same or any part thereof into its own name or that of its nominee(s) so that the Bank or its nominee(s) may appear on record as the sole owner thereof; provided that, until default, the Bank shall deliver promptly to the Debtor all notices or other communications received by it or its nominee(s) as such registered owner and, upon demand and receipt of payment of any necessary expenses thereof, shall issue to the Debtor or its order a proxy to vote and take all action with respect to such Securities. After default, the Debtor waives all rights to receive any notices or communications received by the Bank or its nominee(s) as such registered owner and agrees that no proxy issued by the Bank to the Debtor or its order aforesaid shall thereafter be effective.

8. USE OF PROPERTY

Provided that the Debtor is not in default under the Security Agreement and provided that the Debtor pays all Proceeds of Inventory to the Bank, at any time without the consent of the Bank, the Debtor may deal with the Inventory in the ordinary course of its business, and for the purposes of carrying on its business. Proceeds shall be received by the Debtor, in trust, for the Bank and shall be forthwith paid over to the Bank.

INITIAL

9. EVENTS OF DEFAULT

Obligations not payable on demand shall become immediately payable upon the occurrence of one or more of the following events of default:

(a) the Debtor makes default in payment when due of any indebtedness or liability of the Debtor to the Bank whether by acceleration or otherwise: or

(b) the Debtor is in breach of any term, condition, obligation or covenant to the Bank or any representation or warranty to the Bank is untrue, whether or not contained in this Security Agreement: or

(c) the Debtor ceases or threatens to cease to carry on business, becomes insolvent or the subject of bankruptcy or insolvency proceedings or takes advantage of provisions for relief under the Bankruptcy Act, the Companies Creditors' Arrangement Act or similar legislation in any jurisdiction; or

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

(e) any warranty or representation made to induce the Bank to extend credit to the Debtor, under this Security Agreement or otherwise, is false in any material respect when made; or

(f) an encumbrancer takes possession of any of the Collateral or any process of execution is levied or enforced upon or against any of the Collateral; or

(g) indebtedness or liability of the Debtor other than to the Bank becomes due and payable, or capable of being declared due and payable, before the stated maturity thereof or any such indebtedness or liability shall not be paid at the maturity thereof or upon the expiration of any stated applicable grace period thereof or any guarantee given by the Debtor is not honoured when due and called upon; or

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

(i) the Debtor, if an individual, dies or is declared incompetent by a Court of competent jurisdiction; or

(j) if the Debtor is a partnership, the death of a partner; or

(k) if the Debtor is a company or a partnership, an order is made or an effective resolution is passed for winding up the Debtor; or

(l) the Debtor, if a company, enters into any reconstruction, reorganization, amalgamation, merger or other similar arrangement with any other company without the consent of the Bank; or

(m) if any other event causes the Bank, in good faith, to believe itself insecure, or if the Collateral is in jeopardy and the Bank, in good faith, believes and has commercially reasonable grounds to believe that the prospect of payment or performance is or is about to be impaired or that the Collateral is or is about to be placed in jeopardy;

INITIAL

and the Bank shall have all rights and remedies under applicable law as well as any other rights and remedies provided by this Security Agreement.

10. WAIVER BY THE BANK

Any breach by the Debtor of any of the provisions contained in this Security Agreement or any default by the Debtor in the observance or performance of any covenant or condition required to be observed or performed by the Debtor hereunder may only be waived by the Bank in writing, provided that no such waiver by the Bank shall extend to or be taken in any manner to affect any subsequent breach or default or the rights resulting therefrom.

11. ENFORCEMENT

Upon any default under this Security Agreement, the Bank may declare any or all of the Obligations not payable on demand to become immediately due and payable and the security hereby constituted will immediately become enforceable. To enforce and realize on the security constituted by this Security Agreement, the Bank may take any action permitted by law or in equity, as it may deem expedient, and in particular, 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 ("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. A Receiver so appointed, in addition to all powers conferred on it by law, and without limiting the generality of the foregoing, shall have the following powers:

(i) to take possession, custody and control of, collect and get in the Collateral, or any part thereof and for that purpose, to take any proceedings in the name of the Debtor or otherwise;

(ii) to carry on or concur in carrying on the business of the Debtor and for that purpose, to raise money on the Collateral in priority to this Agreement or otherwise;

(iii) to sell or concur in selling or otherwise dispose of any of the Collateral, including by lease or by deferred payment; and

(iv) to make any arrangement or compromise which the Receiver shall think expedient in the interest of the Bank including any deferral of payment for the Collateral upon disposition.

(b) take possession of the Collateral or enter upon any premises of the Debtor and take possession of the Collateral with power to exclude the Debtor, its agents and its servants therefrom, without becoming liable as a mortgagee 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 is on credit, the Debtor will not be entitled to be credited with the proceeds of any such sale, lease or other disposition until the monies therefor are actually received; and

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

J.T.

INITIAL

(f) if the security hereby constituted becomes enforceable, to dispose of any of the Collateral in the condition in which it was at the date possession of it was taken, or after any commercially reasonable repair, processing or preparation thereof for dispostion; and

(g) Any Receiver so appointed shall be deemed to be the agent of the Debtor, and the Debtor shall be solely responsible for the Receiver's acts or defaults and for the Receiver's remuneration and expenses, and the Bank shall not be, in any way, responsible for any misconduct or negligence on the part of the Receiver. The rights and powers conferred by this paragraph are in supplement of and not in substitution for any rights that the Bank may have, from time to time.

Subject to the claims, if any, of the creditors of the Debtor 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:

(i) in payment of all costs, charges and expenses (including legal fees and disbursements as between solicitor and own client) incurred by the Bank in connection with or incidental to the exercise by the Bank of all or any of

the powers granted to it pursuant to this Security Agreement and including the expenses of seizing, repossessing, holding, repairing, processing or preparing for disposition and disposing of the Collateral and 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;

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

(iii) 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 Debtor, any surplus will be paid to the Debtor.

12. ADDITIONAL POWERS

In addition to the rights and powers provided herein and under the Personal Property Security Act, the Bank and the Receiver, as the case may be, shall have the following rights and powers:

(a) to demand, sue for and receive any Accounts with or without notice to the Debtor, give effectual receipts and discharges therefor, compromise any Accounts which may seem bad or doubtful to the Bank and give time for payment thereof with or without security,

(b) to take control of any proceeds arising from the Collateral,

(c) to apply any money taken as Collateral to the satisfaction of the Obligations as the Bank may deem appropriate,

(d) to hold as additional security any increase, profits, or money resulting from the Collateral, and apply any such increase, profits, or money to the Obligations as the Bank may deem appropriate,

J.T.

INITIAL

(e) to use reasonable care in the custody and preservation of any Collateral in the possession of the Bank or its agent except that in the case of chattel paper, a security or an instrument, reasonable care shall not include taking necessary steps to preserve rights against other persons,

All monies or any other form of payment received by the Debtor in payment of any Account or any payment on or other proceeds of Collateral received by the Debtor from account debtors, whether before or after notification of this Security Interest to account debtors and whether before or after default under this Security Agreement shall be received and held by the Debtor, in trust, for the Bank and shall be turned over to the Bank upon request.

13. NOTICE OF DISPOSITION

The Debtor shall be entitled to not less than twenty days notice, in writing, of the date, time and place of any intended disposition of the Collateral, such notice to be given in accordance with the provisions of the Personal Property Security Act except that notice is not required to be given where:

(a) the Collateral is perishable,

(b) the Bank believes on reasonable grounds that the Collateral will decline substantially in value if not disposed of immediately after default,

(c) the cost of care and storage of the Collateral is disproportionately large relative to its value,

(d) the Collateral is a security or an instrument that is to be disposed of by sale in an organized market that handles large volumes of transactions between many different sellers and many different buyers,

(e) the Collateral is money other than a medium of exchange authorized by the Parliament of Canada,

(f) a Court so orders, or

(g) after default, every person entitled to receive notice consents to the disposition of the Collateral without notice.

14. COPY OF FINANCING STATEMENT

The Debtor hereby expressly waives the right to receive a copy of any Financing Statement, or a copy of the statement confirming the registration of any Financing Statement, that may be registered by the Bank under the Personal Property Security Act in connection with any security interest created under this Agreement or under any future agreement with the Bank. The Bank may change the Financing Statement in its sole discretion at any time without the consent of the Debtor.

15. LIABILITY TO ADVANCE

Neither the preparation, execution, perfection nor registration of this Security Agreement or the advance of any moneys 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 Debtor to the Bank.

16. APPROPRIATION

The Bank shall have the right at any time to appropriate any payment made to any portion of the Obligations and to revoke or alter any such appropriation.

17. DEALING WITH SECURITY INTEREST




The Bank may grant extensions of time and other indulgences, take and give up any of the Security Interest, or modify or abstain from perfecting or taking advantage of any of the Security Interest, accept compositions, grant releases and discharges thereof and otherwise deal with the Debtor, debtors of the Debtor, sureties and others and with any of the Security Interest as the Bank may see fit without prejudice to the liability of the Debtor or the Bank's right to hold and realize any of the Security Interest. The Bank shall not be accountable to the Debtor for the value of any of the Security Interest released except for any moneys actually received by the Bank.

18. EXECUTION

If more than one person executes this Agreement, the term "Debtor" shall include each as well as all of them, any and all of their obligations hereunder shall be joint and several and these presents and such obligations shall continue in full force and effect and apply notwithstanding any change for any cause or in any manner whatsoever in the composition of or membership of any firm or company which is a party hereto.

19. TERM

This Security Agreement shall be a continuing agreement in every respect for the payment of the Obligations and it shall remain in full force and effect until all of the Obligations shall be paid and satisfied in full. In the event any provisions of this Agreement shall be deemed invalid or void by any court of competent jurisdiction, the remaining terms and provisions of this Agreement shall remain in full force and effect. All rights and remedies of the Bank set out in this Security Agreement are cumulative and no right or remedy contained herein is intended to be exclusive but each will be in addition to every other right or remedy contained herein or in any existing or future Security Agreement or now or hereafter existing at law, in equity or by statute or pursuant to any other agreement between the Debtor and the Bank that may be in effect from time to time. No delay or omission by the Bank in exercising any right or remedy herein or with respect to the Obligations shall operate as a waiver thereof.

20. NON-SUBSTITUTION

The Security Interest is in addition to and not in substitution for any other security now or hereafter held by the Bank.

21. APPLICABLE LAW

This Security Agreement shall be construed in accordance with the laws of the Province of British Columbia.

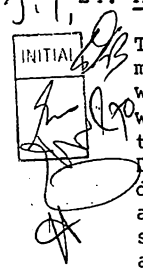
22. NOTICE

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.

23. DEFICIENCY

If the amounts realized from the disposition of the Collateral are not sufficient to pay the Obligations in full, the Debtor will immediately pay to the Bank the amount of such deficiency.

24. APPOINTMENT OF ATTORNEY




The Debtor hereby irrevocably appoints the Bank and any of its managers or acting managers or the Receiver, as the case may be, with full power of substitution for the Bank, at its option, wherever and whenever it may deem necessary or expedient to be the true and lawful attorney of the Debtor for and in the name of the Debtor to sign, endorse or execute under seal or otherwise any deeds, documents, transfers, cheques, instruments, demands, assignments, assurances or consents that the Debtor is obliged to sign, endorse or execute and generally to use the name of the Debtor 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 and to file such Financing Statements and other documents and do such acts, matters and things (including completing and adding Schedules hereto identifying Collateral or any permitted encumbrances affecting Collateral or identifying the locations at which the Debtor's business is carried on and Collateral and records relating thereto are situate) as the Bank may deem appropriate to perfect and continue the security interest, to protect and preserve Collateral and to realize upon the security interest.

25. SET-OFF

Without limiting any other right of the Bank, whenever the Obligations are immediately due and payable or the Bank has the right to declare the Obligations to be immediately due and payable (whether or not it has so declared), the Bank may, in its sole discretion, set off against the Obligations any and all monies then owed to the Debtor by the Bank in any capacity, whether or not due, and the Bank shall be deemed to have exercised such right to set off immediately at the time of making its decision to do so even though any charge therefore is made or entered on the Bank's records subsequent thereto.

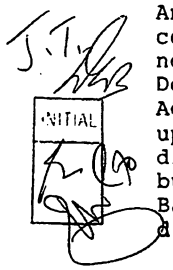
26. NO MERGER

This Security Agreement shall not operate so as to create any merger or discharge of any of the Obligations, or 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 Debtor 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.

27. ASSIGNMENT

The Bank may, without further notice to the Debtor, at any time assign, transfer or grant a security interest in this Security Agreement and the security interests granted hereby. The Debtor 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 Debtor 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.

28. SATISFACTION AND DISCHARGE




Any partial payment or satisfaction of the Obligations, or any ceasing by the Debtor to be indebted to the Bank, shall be deemed not to be a redemption or discharge of this Security Agreement. The Debtor 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 Debtor and payment to the Bank of all discharge fees, costs, charges, expenses and legal fees and disbursements (as between solicitor and own client) incurred by the Bank in connection with the Obligations and such release and discharge.

29. 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 Mortgagee in possession or for anything except actual receipts or be liable for any loss on realisation 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 observants or performance by the Debtor of any obligations or convenants imposed upon the Debtor 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 Debtor hereby waives any applicable provision of law permitted to be waived by it which imposes higher or greater obligations upon the Bank then now foresaid.

30. ENUREMENT

This Security Agreement shall enure to the benefit of the Bank and its successors and assigns, and shall be binding upon the respective heirs, executors, personal representatives, successors and permitted assigns of the Debtor.

31. TIME OF THE ESSENCE

Time is of the essence of the Debtor's Obligations under this Security Agreement.

32. DEFINITIONS

Except where the context otherwise requires, the words used in this Security Agreement shall have the meaning ascribed to them by the Personal Property Security Act of British Columbia and amendments thereto.

33. ACKNOWLEDGEMENT

The Debtor hereby acknowledges receiving a copy of this Security Agreement.

IN WITNESS WHEREOF the Debtor has executed this Security Agreement this 10th day of APRIL, 1991.

KAM-MIC INVESTMENT CORP.

Witness

Signature (Seal)

Secretary

~~Address~~

Director

DIRECTOR

DIRECTOR

DIRECTOR

Day / Month / Year

Date of Birth (Enter if given by individual(s))

J.T.

INITIAL

Signature (Seal)

Address

Day / Month / Year

Date of Birth (Enter if given by individual(s))

Branch Must Insert Date and Initial as Required

April 10/91

Date Received

Recorded

Approved

(Address)

## SCHEDULE

## ADDRESS(ES) OR PLACE(S) OF BUSINESS OF THE DEBTOR WHERE THE COLLATERAL MAY BE FOUND

COLLATERAL IS NOW AND WILL HEREAFTER BE LOCATED AT THE FOLLOWING ADDRESS(ES):

| #100 - 153 Seymour Street | Kamloops | B.C. |
|---|---|---|
| (Street) | (Town/City) | (Province) |

## SCHEDULE

| QUANTITY | DESCRIPTION | SERIAL NUMBER |
|---|---|---|

If space is insufficient attach additional list headed: PAGE2 OF SCHEDULE

## RESOLUTION AUTHORIZING EXECUTION OF GENERAL SECURITY AGREEMENT

* "RESOLVED THAT the PRESIDENT and the SECRETARY are hereby authorized for and on behalf of the Corporation to execute and deliver to The Toronto-Dominion Bank a General Security Agreement substantially in the form of the General Security Agreement (attached hereto and initialled by the Secretary for identification) presented to the directors, with such alterations, amendments, deletions or additions as may be approved by the persons executing the same and that execution accordingly shall be conclusive evidence of such approval and that the General Security Agreement so executed is the General Security Agreement authorized by this Resolution.

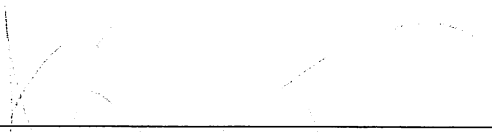
"Any officer or director be and is hereby authorized to execute and deliver on behalf of the Corporation all such other documents and writings and to do such other acts and things as may be necessary or desirable for fulfilling the Corporation's obligations under the General Security Agreement."

## CERTIFICATE

* I hereby certify that the foregoing is a true and correct copy of a Resolution duly passed by the Directors of KAM-MIC INVESTMENT CORP. on the 10th day of APRIL, 19 91 and that the said Resolution is now in full force and effect.

* _____ C/S
Secretary

This is Exhibit "C" referred to in the affidavit of Taunja Byers affirmed before me at Vancouver, BC, this 26th day of October 2026.



*A Commissioner for taking Affidavits within British Columbia*

FORM NO. 117
GENERAL HYPOTHECATION OF COLLATERALS

To

**THE TORONTO-DOMINION BANK**
299 - 3rd Avenue & Seymour Street
KAMLOOPS, B.C., V2C 5K9

In consideration of any advances heretofore now or hereafter made by you to or on account of the Undersigned as you shall see fit, either by way of direct advance or discount or otherwise, all bills of exchange, promissory notes, lien and other notes, cheques, conditional sale contracts, instruments, agreements and securities (hereinafter referred to as "securities") now or hereafter deposited with you, discounted by you or otherwise in your hands at any time and from time to time on account of the undersigned and any renewals thereof or substitutions therefor, and the proceeds thereof, and any indebtedness or accounts owing by customers of the undersigned represented by the securities and all the rights and claims of the undersigned against the drawee or drawees of any one or more of such bills of exchange whether or not accepted, and all right, title and interest of the undersigned in and to the property and chattels in respect of which the said securities were given and all the powers and the full benefit and advantage of everything therein contained, are hereby assigned and transferred to The Toronto-Dominion Bank and the undersigned agree that the said securities shall be held by the Bank as general continuing security for the due payment of the present and future indebtedness and liability of the undersigned to the Bank wheresoever and howsoever incurred and any ultimate unpaid balance thereof together with interest thereon, computed in the Bank's usual manner, with costs and expenses, and the said securities or any of them may be realized by the Bank in the event of default or insufficiency without notice to the undersigned either by public auction, tender, or private sale, at the expense of the undersigned, and all formalities prescribed by the Bank Act or any amendment thereof or by law are hereby waived. The deposit or discount of any of the securities shall be and constitute a specific assignment of the indebtedness or account represented by any of the securities and delivery to the Bank of title to such indebtedness or account. And the undersigned agree that the proceeds of any of the securities may be held in lieu of the security realized upon and may, as and when the Bank sees fit, be appropriated or applied, as the Bank may elect on account of any indebtedness or liability of the undersigned to the Bank.

And the undersigned hereby authorizes and empowers the Bank or any officer thereof as attorney to sign any transfer or other document necessary to complete the transfer of any of the securities. The Bank may grant extensions, take and give up securities, accept compositions, grant releases and discharges and otherwise deal with the undersigned and with other parties and the securities as the Bank may see fit without liability to the undersigned for any loss thereby occasioned to the undersigned and without prejudice to the liability of the undersigned to the Bank. The proceeds of any of the securities discounted for the undersigned are to be considered an indebtedness within the meaning of this instrument.

And the undersigned further agree that if the undersigned shall make default in payment of any part of the present or future indebtedness or liability of the undersigned to the Bank or in payment of any instruments now or hereafter representing such present or future indebtedness or liability or any part thereof according to the tenor thereof, then all the indebtedness and liability of the undersigned to the Bank of every nature and kind shall at the option of the Bank forthwith become due and payable.

In the event that the undersigned holds security in respect of any of the said securities, indebtedness or accounts assigned or hypothecated hereunder, the undersigned agrees to hold and shall hold such security in trust for the Bank and agrees to transfer and deliver the same to the Bank upon request, and upon such request being made the Bank shall possess all the rights hereunder in respect thereof, to the same extent and to the same effect as if such security were part of the securities and had become subject to the terms of this agreement and any moneys received by the undersigned in respect of such security shall be received as trustee for the Bank and shall upon request be forthwith paid over to the Bank.

The undersigned hereby appoints the Bank or any officer thereof attorney irrevocable so long as the undersigned is indebted or liable to the Bank, in the name of the undersigned but for the use and benefit of the Bank to do all such acts and take all such proceedings as the Bank shall from time to time think advisable to realize upon all or any of the securities hereby assigned and to enforce the rights hereby assigned and obtain possession of and realize upon the property hereby assigned.

Dated at Kamloops, B.C. this 16TH day of February 1989

**Signed, Sealed and Delivered** in the presence of

D. L. Bogie

KAM-MIC INVESTMENT CORP.

SEAL

D. L. BOGIE. PRESIDENT / DIRECTOR

E. A. Ovington SECRETARY / DIRECTOR

(REV. 56)

This is Exhibit "D" referred to in the affidavit of Taunja Byers affirmed before me at Vancouver, BC, this 26th day of October 2026.

*A Commissioner for taking Affidavits within British Columbia*

BRITISH COLUMBIA

# PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

## Business Debtor - "KAM-MIC INVESTMENT CORP."

| | |
|---|---|
| **Search Date and Time:** | September 22, 2026 at 11:05:32 am Pacific time |
| **Account Name:** | OWEN BIRD LAW CORPORATION |
| **Folio Number:** | 34172-0102 |

## TABLE OF CONTENTS

1 Match in 1 Registration in Report | Exact Matches: 1 (*) | Total Search Report Pages: 6


| | Base Registration | Base Registration Date | Debtor Name | Page |
|---|---|---|---|---|
| 1 | 3340422 | April 29, 1991 | * KAM-MIC INVESTMENT CORP. | 2 |

BRITISH COLUMBIA

# PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

## Base Registration Number: 3340422

| | |
|---|---|
| **Registration Description:** | PPSA SECURITY AGREEMENT |
| **Act:** | PERSONAL PROPERTY SECURITY ACT |
| **Base Registration Date and Time:** | April 29, 1991 at 9:09:31 am Pacific time |
| **Current Expiry Date and Time:** | April 29, 2031 at 11:59:59 pm Pacific time<br>Expiry date includes subsequent registered renewal(s) |
| **Trust Indenture:** | No |

## CURRENT REGISTRATION INFORMATION

(as of September 22, 2026 at 11:05:32 am Pacific time)

### Secured Party Information

**THE TORONTO DOMINION BANK**

**Address**

301 VICTORIA STREET, UNIT 101
KAMLOOPS BC
V2C 2A3 Canada

### Debtor Information

**KAM-MIC INVESTMENT CORP.**

**Address**

153 SEYMOUR STREET - UNIT 100
KAMLOOPS BC
V2C 2C7 Canada

### Vehicle Collateral

None

BRITISH COLUMBIA

# PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

## General Collateral

**Base Registration General Collateral:**

ALL OF DEBTORS PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY WHEREVER SITUATE AND IN ANY ADDITIONAL SCHEDULES FROM TIME TO TIME ADDED HERETO AND INCLUDING BUT NOT LIMITED TO ALL GOODS AND EQUIPMENT, INCLUDING ALL PARTS, ACCESSORIES, ATTACHMENTS, ADDITIONS, AND ACCESSIONS THERETO, INCLUDING WITHOUT LIMITATION ALL EQUIPMENT, MACHINERY, TOOLS, APPARATUS, PLANT, FURNITURE, FIXTURES AND VEHICLES OF WHATSOEVER NATURE AND KIND AND WHEREVER SITUATE, PROCEEDS, CHATTEL PAPER, DOCUMENTS OF TITLE, INSTRUMENTS, INTANGIBLES, MONEY, SECURITIES, INVENTORY, ALL ACCOUNTS (INCLUDING BOOK ACCOUNTS), DEBTS (INCLUDING BOOK DEBTS), DUES, CLAIMS, CHOSES IN ACTION AND DEMANDS OF ,EVERY NATURE AND KIND HOWSOEVER ARISING OR SECURED, WHICH ARE NOW DUE, OWING, OR ACCRUING OR GROWING DUE TO OR OWNED BY OR WHICH MAY HEREAFTER BECOME DUE, OWING OR ACCRUING OR GROWING DUE TO OR OWNED BY DEBTOR, AND ALL DEEDS, DOCUMENTS, WRITINGS, PAPERS, BOOKS OF ACCOUNT AND OTHER BOOKS RELATING TO OR BEING RECORDS OF DEBTS OR THE PROCEEDS ,THEREOF OR BY WHICH DEBTS OR THE PROCEEDS THEREOF ARE OR MAY HEREAFTER BE SECURED, EVIDENCED, ACKNOWLEDGED OR MADE PAYABLE, NOW OWNED OR HEREAFTER OWNED OR ACQUIRED BY OR ON BEHALF OF THE DEBTOR, AND ALL MONEY (OTHER THAN TRUST MONEY LAWFULLY BELONGING TO OTHERS) HEREAFTER RECEIVED BY OR ON BEHALF OF THE DEBTOR IN PAYMENT OR ,SATISFACTION OF DEBTS AND ALL CONTRACTUAL RIGHTS AND INSURANCE CLAIMS.

## Original Registering Party

**THE TORONTO DOMINION BANK**

**Address**

299 3RD AVENUE AND SEYMOUR ST
KAMLOOPS BC
V2C 5K9 Canada

BRITISH COLUMBIA

# PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

## HISTORY

(Showing most recent first)

### RENEWAL

**Registration Date and Time:** February 19, 2026 at 10:16:45 am Pacific time
**Registration Number:** 795652R
**Registration Life:** 5 Years
**New Expiration Date and Time:** April 29, 2031 at 11:59:59 pm Pacific time

#### Registering Party Information

**COLLATERAL MANAGEMENT SOLUTIONS CORPORATION**

**Address**

2 ROBERT SPECK PARKWAY, 15TH FLOOR
MISSISSAUGA ON
L4Z 1H8 Canada

### RENEWAL

**Registration Date and Time:** February 19, 2021 at 2:26:05 pm Pacific time
**Registration Number:** 780792M
**Registration Life:** 5 Years
**New Expiration Date and Time:** April 29, 2026 at 11:59:59 pm Pacific time

#### Registering Party Information

**D & H LIMITED PARTNERSHIP**

**Address**

4126 NORLAND AVENUE, SUITE 201
BURNABY BC
V5G 3S8 Canada

### RENEWAL

**Registration Date and Time:** February 17, 2016 at 3:05:08 pm Pacific time
**Registration Number:** 118541J
**Registration Life:** 5 Years
**New Expiration Date and Time:** April 29, 2021 at 11:59:59 pm Pacific time

BRITISH COLUMBIA

# PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

## Registering Party Information

**D & H LIMITED PARTNERSHIP**

**Address**

4126 NORLAND AVENUE, SUITE 201
BURNABY BC
V5G 3S8 Canada

## RENEWAL

**Registration Date and Time:** February 18, 2011 at 1:59:28 pm Pacific time
**Registration Number:** 009000G
**Registration Life:** 5 Years
**New Expiration Date and Time:** April 29, 2016 at 11:59:59 pm Pacific time

## Registering Party Information

**D & H LIMITED PARTNERSHIP**

**Address**

4126 NORLAND AVENUE, SUITE 201
BURNABY BC
V5G 3S8 Canada

## RENEWAL

**Registration Date and Time:** February 13, 2006 at 1:53:15 pm Pacific time
**Registration Number:** 838449C
**Registration Life:** 5 Years
**New Expiration Date and Time:** April 29, 2011 at 11:59:59 pm Pacific time

## Registering Party Information

**D & H LIMITED PARTNERSHIP**

**Address**

4126 NORLAND AVENUE, SUITE 201
BURNABY BC
V5G 3S8 Canada

## SECURED PARTY TRANSFER

**Registration Date and Time:** July 16, 2003 at 4:16:43 pm Pacific time
**Registration Number:** 164077B

BRITISH COLUMBIA

# PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

## Secured Party Information

**THE TORONTO DOMINION BANK**

ADDRESS CHANGED

**Address**

301 VICTORIA STREET, UNIT 101
KAMLOOPS BC
V2C 2A3 Canada

## Registering Party Information

**D & H LIMITED PARTNERSHIP**

**Address**

4126 NORLAND AVENUE, SUITE 201
BURNABY BC
V5G 3S8 Canada

## RENEWAL

| | |
|---|---|
| **Registration Date and Time:** | February 23, 2001 at 12:40:20 pm Pacific time |
| **Registration Number:** | 9325737 |
| **Registration Life:** | 5 Years |
| **New Expiration Date and Time:** | April 29, 2006 at 11:59:59 pm Pacific time |

## Registering Party Information

**PROCESSING CENTRE CSRS**

**Address**

180-13571 COMMERCE PARKWAY
RICHMOND BC
V6V 2L1 Canada

## RENEWAL

| | |
|---|---|
| **Registration Date and Time:** | January 25, 1996 at 8:45:25 am Pacific time |
| **Registration Number:** | 6197009 |
| **Registration Life:** | 5 Years |
| **New Expiration Date and Time:** | April 29, 2001 at 11:59:59 pm Pacific time |

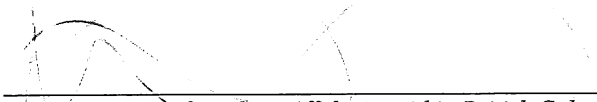
## Registering Party Information

**D & H LIMITED PARTNERSHIP**

**Address**

4126 NORLAND AVENUE, SUITE 201
BURNABY BC
V5G 3S8 Canada

This is Exhibit "E" referred to in the affidavit of Taunja Byers affirmed before me at Vancouver, BC, this 26th day of October 2026.



*A Commissioner for taking Affidavits within British Columbia*

# TD Canada Trust

## Business Banking and Services Agreement

**Banking**

1. This agreement between The Toronto-Dominion Bank, TD Mortgage Corporation, TD Pacific Mortgage Corporation and The Canada Trust Company *(collectively we, our and us)* and the undersigned customer *(you and your)* sets out the terms and conditions that will govern your banking relationship with us, in addition to agreements between us and you for specific products and services.

**Name of Business**

2. You declare that you are carrying on business as: *(tick one)*

* *Municipality, University, Hospital, School, Government Agency, Government, Embassy, or Trust as applicable*

| | |
|---|---|
| ☐ Sole Proprietorship | ☒ Corporation |
| ☐ Association | ☐ Joint Venture |
| ☐ Partnership | ☐ (Other) * |

** *Enter the name of the business. If the business operates under a trade name, trade name only*

** under the name:
STEWART MORTGAGE CORP.

You also declare that this name is the correct name of the business (your *"Business Name"*). You appoint us as your banker.

**Non-Restriction (except Sole Proprietorship)**

*** *If applicable, list articles, bylaws, agreements, etc*

3. There are no provisions in the Memorandum of Association, Articles of Incorporation or in any of your by-laws or resolutions, or in any unanimous shareholder agreement, or in any other agreement, that restrict or limit in any way your powers or the powers of your directors or of any person authorized by the directors to conduct your banking business on your behalf (except the provisions of ***_____ a true copy of which is attached to this agreement).

**Your Liability**

4. You agree that you are liable to us (if a partnership or joint venture jointly and severally) for:

(a) all transactions and agreements entered into by you or in your Business Name;
(b) for all bills of exchange (including cheques), promissory notes, orders of payment of money, securities, coupons, clearing items or other value items and other instruments (*each an Instrument*) made, drawn, accepted, endorsed (by rubber stamp or otherwise) or signed manually or by facsimile signature
   i. by you in your Business Name, or
   ii. by your appointed attorney, if you are a sole proprietorship, or
   iii. by you, as represented by your authorized signatories, if you are a partnership, corporation, association, joint venture or any entity as set out in section 2;
(c) all Instruments credited to you. We reserve the right not to accept third-party Instruments which bear a prior endorsement for deposit (because we may be unable to verify that endorsement);and
(d) all indebtedness and other liabilities, both direct and indirect, which are created or increased resulting from the use or misuse of the Services, as defined in Section 19, whether authorized or unauthorized, including through transactions affecting any of your accounts or the accounts of other customers that are debited through use of such Services.

You will reimburse us for, and indemnify us against, all claims and demands that may be paid by us or made against us in respect of providing or not providing such Services to you (except those for which we indemnify you pursuant to Section 20(c)) and from all losses, costs, charges and expenses, including legal fees, that we may incur as a result of any such claims and demands.

We may, from time to time, provide you with the terms of our Services, other services or products. Your use of such Services or other services or products will act as your acceptance of and agreement to be bound by their terms.

**Waiver of Protest**

5. You waive presentment, protest and notice of dishonour on all Instruments which you have drawn made, accepted or endorsed and which are delivered to us for any purpose.

**Use of Agents**

6. We may use any third party to provide any Service or other service, including the Canadian Payments Association for clearing arrangements, without responsibility for any loss occasioned thereby. That party is considered to be your agent.

**Charges to Account**

7. We may charge any of your accounts, even if that creates or increases an overdraft, with the amount of the following:

**Instruments Drawn on Us**

(a) any Instrument drawn by you on any of our branches;

**Unpaid Instruments**

(b) any Instrument cashed or negotiated by us for you or credited to any of your accounts for which payment is not received by us, which is returned to us later by reason of a forged, unauthorized or missing endorsement or of an alteration, which we reasonably believe will be returned to us, or with respect to which we reasonably believe we will be subject to a claim by a third party, plus any expenses incurred by us in connection therewith. You agree that the charging of any unpaid Instrument will not be considered to be payment of it and that our rights against all parties liable on the Instrument are preserved;

**Lost, Stolen Instruments**

(c) any Instrument received by us for credit to any of your accounts if it is lost, stolen or otherwise disappears from any cause other than our negligence;

**Recovery**

(d) any amounts you owe us and any costs to recover them, including legal fees on a solicitor and their own client basis, as well as any legal fees and disbursements charged by our legal department;

**Service Charges and Fees**

(e) any service charge for the operation of any of your accounts and our fees for the Services, other services and products used by you, in effect from time to time; and

**Taxes**

(f) any applicable taxes which are your responsibility, unless you provide us with a tax exemption certificate

**Overdrafts**

8. (a) Unless we agree, you may not overdraw your account. You will repay the amount of any overdraft plus interest immediately without notice from us. Unless otherwise agreed, we will charge you interest at our standard rate charged from time to time for overdrafts.

(b) Should you request, and we agree, to your overdrawing of your account for a period of not greater than 10 days, we will send you written notice thereof. You agree to any terms, conditions and fees set out in such notice, including the term for which the overdraft is available. Upon expiry of such term, you will repay the amount of the overdraft plus interest immediately without notice from us. We will charge you interest at our standard rate charged from time to time for overdrafts.

**Foreign Exchange Transactions**

9. If a transaction involves a foreign currency conversion then, the currency will be converted by us or other parties acting in each case, as principal and not as your agent. The exchange rate used in the conversion and paid by you will be determined by us or the other parties on a date determined by us or the other parties, which date may be different than the date of the transaction. The exchange rate being used may result in revenue being earned on the conversion by us and/or the other parties, in addition to any other charges applicable to the transaction. You may, at our option, be responsible for any loss or cost associated with the currency exchange if the conversion has to be reversed for any reason and such loss or cost may be charged to any of your accounts.

**Record Keeping**

10. You will select whether to receive a statement of your account, use a passbook (if this option is available) or access transaction information through an electronic method as permitted by us. The options and associated obligations are as follows:

(i) If you select to receive a statement, we will periodically forward to you, your employee or agent a statement of your account. We will forward this statement to you using the means that you have selected from the options we make available to you. The options may include ordinary mail to the most recent address you have given us. You will advise us promptly if you have not received the statement within 10 days of the date upon which you normally receive it. We may choose to send you online statements in place of paper statements if you are registered for EasyWeb or if you subscribe to any other electronic service that we offer or may offer that permits the sending of online statements. If we do, you may tell us that you would like a different record keeping method by notifying us through EasyWeb, EasyLine at 1-866-222-3456 or such other electronic service, or at any branch, as long as the new record keeping method is available for your account; or

(ii) If you have a passbook for your account, you will present your passbook to us no less frequently than every 30 days for updating; or

(iii) You may choose not to receive a statement of account from us or to use a passbook but instead to view your transaction information through any electronic method that we permit. You will review your transaction information no less frequently than every 30 days.

If the record keeping method is paper statements or online statements for an account for which you have not made a withdrawal or deposit for a period of longer than one month, you will not receive an account statement unless you subsequently make a withdrawal from, or deposit to, the account. In addition, if paper statements for your account(s) have been returned to us as undeliverable, your paper statements will cease until you provide us with a current mailing address. You will remain responsible for reviewing your account activity through other available means during any period when you have not received an account statement.

**Verification of Account**

11. You will promptly and carefully examine your account transaction information

(i) in your statement or
(ii) in your passbook or
(iii) as set out and accessed through any electronic method that we permit.

You will notify us immediately of any errors or omissions in the account transaction information.

**If we do not receive notice from you:**

**(a) for a statement account, within 30 days of the statement date;**
**(b) for a passbook account, within 30 days of the transaction date or 30 days from the passbook update date, whichever is later; or**
**(c) if you elect not to receive a statement or use a passbook but instead use an electronic method, within 30 days of the transaction date,**

**subject to (i) and (ii) below, you accept the statement, the passbook update or the transaction information as correct. In addition, we will be released from any claim with respect to any and every item on the statement or passbook update or in the transaction information and from any other claim for negligence, breach of trust, breach of fiduciary duty or otherwise.**

At any time, we may correct:
(i) amounts credited to your account by mistake; or

(ii) amounts charged to your account as a result of a forged or unauthorized endorsement of the payee of an Instrument drawn on your account. You must notify us in writing of any forged or unauthorized endorsement on any Instrument as soon as you discover it.

**Hold on Funds**

12. You agree that we may place a "hold" on funds in any of your account(s):

(i) restricting your right to make a withdrawal based on any Instrument until we receive actual and irrevocable payment from the drawee. Any credit to any of your account(s) for any Instrument before we receive actual and irrevocable payment is provisional and subject to reversal;
(ii) if we become aware of suspicious or possible fraudulent or unauthorized account activity that may cause a loss to you or us;
(iii) if an issue arises as to who are the proper authorized signatories on any of your account(s); or
(iv) if we reasonably believe that a legitimate claim is made by a third party on funds in any of your account(s).

**Deposit and Clearing Reconstruction**

13. If required, you agree to assist us in reconstruction of clearing or deposit information for any item credited to any of your account(s).

**Demands for Information or Documentation**

14. You acknowledge that, from time to time, we may be legally required to respond to or comply with requests or demands for information or documentation regarding your account(s). You agree that we can charge you for the costs of our complying with court orders, warrants, summons to witnesses, subpoenas, statutory demands or responding to any legal proceeding in which copies of your information or records are sought or required from us. You agree that you will pay us the reasonable costs associated with these demands including but not limited to reasonable legal costs, third party service provider costs, costs for clerical time and copy charges.

**Business Status**

15. You covenant and agree to maintain your business in good standing under applicable laws.

**Compliance with Laws**

16. You will comply with all laws applicable to you. Notwithstanding the generality of the foregoing, you will comply with economic sanctions laws applicable to you and us.

**Adverse Claims**

17. (a) If any person or entity makes a claim against funds in any of your accounts; or
(b) if we believe that a conflict exists between or among any of the authorized signatories on any of your accounts or that there is a dispute over matters such as the ownership of any of your accounts or whether any person is an authorized signatory on any of your accounts, we may, without liability to you or any other person including any of your owners or shareholders, take one or more of the following actions:

(i) continue to rely on our records to determine the ownership of the account or the identity of the authorized signatory or signatories on the account;
(ii) honour the claim upon receipt of evidence satisfactory to us to justify such claim;
(iii) place a hold on all or a part of the funds in the account in accordance with Section 12 until the dispute is resolved to our satisfaction;
(iv) close any of your accounts;
(v) make such inquiries and perform such searches at your expense as we deem necessary; or
(vi) pay the funds into an appropriate court.

**Endorsements**

18. This paragraph applies if an endorsement is necessary for the transfer or negotiation of an Instrument. You authorize us to supply your endorsement on any Instrument we take for collection, payment or deposit to any of your accounts. You also authorize us to collect any unendorsed item that is made payable to you without first supplying your endorsement, provided the Instrument was deposited to your account. We may refuse to pay any Instrument or accept any Instrument for deposit or collection unless we are able to verify to our satisfaction that all of the necessary endorsements are present on the Instrument.

**Service Terms**

19. The specific terms of certain business services (the *"Services")* that we will provide you are set out in separate schedules (each called a *"Schedule")*, and in computer software (the *"Software")* and any instructions and user manuals we provide for the Service (the *"Guides")*. (The *Schedule, Software* and the *Guides* for each *Service* constitute the *"Service Terms".)* You will use the Services only as set out in the Service Terms.

The agreement between you and us for the Services we are providing to you at any time will consist of this agreement and all applicable Service Terms as amended from time to time. This agreement and the applicable Service Terms as amended replace any existing agreement between you and us for any of the Services.

You warrant that you will obtain the necessary written authority (the *"Authorization")* from any third party whose account is to be debited in conjunction with the Services before requesting us to debit the account. You will ensure that the Authorization is signed by the valid signing authority for such account. You will produce it at our request.

We may engage third parties to provide any part of a Service and shall use reasonable care in their selection.

**Service Materials**

20. We may provide you with Software, equipment (including authentication devices), keys or other items (the *"Equipment")*, or Guides for the Services. The Software, Equipment and Guides are called the *"Service Materials"*. You will have a non-exclusive and non-transferable license to use the Service Materials on the following terms:

(a) You will use the Service Materials only for your own benefit to access the Services or for any other purpose we authorize in writing;

(b) You will ensure that the Service Materials remain strictly confidential. You will not disclose, duplicate or modify the Service Materials (unless you have obtained our prior written consent) or reverse engineer any Software or Equipment. Any copies are subject to the terms of this Agreement and, where applicable, will include the Software licensor's proprietary notice and remain its property;

(c) We will indemnify you for costs and damages against you for a claim that any Software infringes any patent, copyright or other proprietary right, provided (i) it is used according to our instructions; (ii) you notify us promptly of the claim in writing; (iii) you give us the exclusive authority to defend it and to agree to any compromise or settlement; and (iv) you provide us with all necessary information and assistance to do so;

(d) Your license is cancelled as of the effective date of cancellation of the Service. You will, within 10 days of cancellation, remove the Software from your computer system and return it to us along with any Equipment and Guides for the Service and copies thereof.

You agree to keep your computer system, communication equipment and lines used to access the Services in good operating condition and to incorporate upgrades to Software and hardware as required from time to time.

**Access And Security**

21. You acknowledge that access to the Services may be provided by way of passwords and logon IDs, authentication devices or codes (the *"Access Devices"*). You understand that possession or knowledge of an Access Device by any person may result in that person being able to access the Services. **You authorize us to provide the Service to anyone using the appropriate Access Device(s) without further enquiry. You will be responsible for any use of the Service, whether authorized or unauthorized.**
You agree that maintenance of the security of the Services (including the strict confidentiality of the Access Devices) is your responsibility. You will always have in place commercially reasonable procedures to prevent and detect losses caused by unauthorized access to, or unauthorized use of, the Software, Access Devices or the Service by your employees or third parties.
You will not access or try to access restricted areas of our computer system or perform or try to perform functions that are not authorized under the Agreement. If we reasonably suspect that you are doing so or that you are using the Access Devices or Software in any inappropriate manner, we may, without notice, suspend your access to any of the Services to allow us to investigate.

**Electronic Communications**

22. Any electronic communication between you and us will take place according to the provisions of this section. The term "electronic communication" means any communication of instructions or information whether by telephone, internet, telex, tape, disk, wire or other means of telecommunication or electronic transmission, including a facsimile transmission. We will consider any electronic communication received from you or in your name, or from your premises or equipment, to be duly authorized by you and binding on you. You authorize us to rely and act on any such communication. If the communication is by facsimile transmission, we will be entitled to act upon any signature purporting to be your signature or that of your authorized signing officer. If we try to verify the signature on a facsimile transmission or the validity of any instructions electronically communicated (though we are not obligated to do so) and are unable to do so to our satisfaction, we may delay in acting on or refuse to act on such instructions.

You agree that our records regarding any electronic communication will be admissible in any legal, administrative or other proceedings as if such records were original written documents. Our records will be conclusive proof of the existence, content and accuracy of the electronic communication.

For our mutual protection, and to confirm our discussions with you, we may record all telephone calls that relate to the use of or include instructions for using electronic banking services.

**Preparation of Instruments and Internal Supervision**

23. You will at all times have in place systems, procedures and controls, effective to prevent and detect thefts of Instruments and or losses due to forgeries or frauds involving Instruments, including without limiting the generality of the Internal Supervision foregoing those:

(i) ensuring that all Instruments are numbered sequentially;
(ii) ensuring that all Instruments are secured in the same manner as large sums of cash;
(iii) ensuring that all Instruments, cheque imprinters and facsimile signature devices are kept in a secured locked receptacle, vault, safe, etc. and that designated individual(s) are responsible for them at all times;
(iv) conducting periodic audits of Instruments; and
(v) ensuring that the individual responsible for doing the bank statement reconciliation shall not be the individual who is responsible for security of Instruments or their preparation.

You will diligently supervise and monitor the conduct and work of all employees and agents having any role in the preparation of your Instruments and in your bank statement reconciliation or other banking function.

**Limitation on Our Liability**

24. **We will not be liable for indirect or consequential loss or damage (including penalties or loss of profits) even if we were informed of the possibility of such loss or damage and regardless of the cause of action. In no event will we be liable for any loss or damage resulting from:**

**(a) the actions, or any failure to act, of you or any third party;**
**(b) a forged or unauthorized signature or endorsement or a material alteration on any Instrument, unless you prove each of the following:**
**(i) it was made by a person who was at no time your employee or agent;**
**(ii) that the loss was unavoidable despite your having had in place the systems, procedures and controls to supervise and monitor your employees and agents; and**
**(iii) that the loss was unavoidable despite your having taken all feasible steps to prevent the forgery, unauthorized signature or material alteration and loss arising therefrom.**

(c) **our failure to perform or fulfill any obligation due to any cause beyond our reasonable control;**
(d) **incomplete or incorrect information supplied to us by you; or**
(e) **systems or communications failure, malfunction, delay or error (unless caused by our negligence).**
(f) **freezing an account in accordance with this agreement; or**
(g) **taking instructions regarding any of your accounts from a person or persons whom we reasonably believe is/are an authorized signatory/signatories.**

**Partnership / Joint Venture Terms**

25. You are liable under this agreement regardless of the admission or withdrawal of any partner of a partnership or member of a joint venture. You will not be liable for obligations under this agreement which are incurred after we receive written notice that you are no longer a partner or a member signed by you or your legal representative, provided that in the event of dissolution of the partnership or joint venture, you will remain liable until the obligations to us under this agreement, whether incurred before or after the dissolution, are paid in full. This notice will be effective at each of our branches when the branch where you have an account receives it.

**Heirs, Executors, etc.**

26. This agreement is binding on us, our successors and assigns. It is also binding on you, your heirs, executors, administrators and other legal representatives, successors and assigns. You must obtain our prior written consent to assign this agreement to another party.

**Amendments and Waiver**

27. We may amend this agreement or change any Services or any service charge or fee by sending you a notice, including by any electronic means, or by posting a notice in all our branch offices. If we send a notice, it will be considered to have been received by you: if mailed, 5 days after we send it; if delivered, on the day it is delivered; if sent electronically, on the day it is sent; or if faxed, on the next business day. No waiver of any breach of any term of this agreement will be effective unless in writing. It will not be considered to be a waiver of any other breach of such term or other term of the agreement.

**Copy of Agreement**

28. You have received a copy of this agreement, our commitment guidelines and a list of fees and service charges applicable to the account(s).

**Termination**

29. Either of us may terminate this agreement, any Service or the license to use the Service Materials by giving the other written notice, unless specified otherwise in the applicable Schedule.

We may terminate this agreement or any Service or remove any account from participation in any Service, or close any account, without notice if:

(a) You default on any obligation under this agreement or on any other agreement or instrument with us;
(b) We are served with any demand, attachment, garnishment or other order that requires us to pay any funds that we would have otherwise paid or advanced to you or on your behalf, or a receiver or receiver manager is appointed for any of your property, or you are bankrupt or insolvent, or any proceeding is commenced by or against you under any bankruptcy, insolvency or winding up statute or
(c) We reasonably believe that there has been or may be improper, unauthorized or unlawful use of the Service, Service Materials, or Access Devices.

If this agreement is terminated, all Services are automatically terminated. If any Service is terminated, the terms of this agreement will remain in effect for all other Services covered by this agreement. Upon termination of a Service, you will cease to use the Service and we will cease to perform any Service transactions and we may recall any instructions given to third parties.
You will remain responsible to us for any indebtedness or liability owed to us despite termination and the closing of any accounts in relation thereto. After termination or closing of any accounts by us, any net funds remaining on deposit may be paid to you or to your legal representative and the Bank will have no further liability in respect of such funds.

**Dormant (Abandoned) Accounts**

30. You acknowledge and agree that the account will be designated as inactive if you have not made any contact with us (by Accounts way of withdrawal, deposit, passbook update or online transaction) within a one year period. If you have not made any withdrawals or deposits (excluding service charges or interest credits) or have not communicated with us regarding such account during the previous ten years, under federal law your account will be considered abandoned. We will communicate with you within 2 years and 5 years of your last account activity. Reasonable service charges may be charged on accounts which are inactive and which are presumed to be abandoned. If there are insufficient funds in your account to cover the service charges which are payable by you, you authorize us to close the account. Accounts which are inactive or presumed to be abandoned will be subject to escheat (this means the deposits become the property of the federal government) in accordance with federal law and transferred to the Bank of Canada.

**Customer Resolution Process**

31. If You Have a Problem or Concern: Tell us about your problem or concern in the way that is most convenient for you. You may contact a Customer Service Representative at your Branch or Business Unit that handles your account, call us toll free at 1-800-430-6095, contact us by mail at Customer Feedback, TD Centre, P.O. Box 193, Toronto, Ontario, M5K 1H6, by fax at 1-877-983-2932 or by e-mail at customerfeedback@td.com. As a next step, if your concern remains unresolved, the Manager will offer to elevate your problem to a representative of the Senior Management Office. Alternatively, if you prefer to elevate the problem yourself, you may contact the Manager, or one of our telephone banking specialists at the toll-free number above, and they will assist you.

If your concern remains unresolved, you may contact the TD Ombudsman, by mail at P.O. Box 1, TD Centre, Toronto, Ontario, M5K 1A2, or toll free at 1-888-361-0319. If your concern still remains unresolved, you may then contact the ADR Chambers Banking Ombuds Office (ADRBO) by mail at 112 Adelaide Street East, Toronto, Ontario, M5C 1K9 or telephone: 1-800-941-3655 or toll free fax: 1-877-307-0014 and at www.bankingombuds.ca or contact@bankingombuds.ca.

For a more detailed overview please obtain a copy of our "If You Have a Problem or Concern" brochure from any branch or from our website at www.td.com.

Financial Consumer Agency of Canada (FCAC) - If you have a complaint regarding a potential violation of a consumer protection law, a public commitment, or an industry code of conduct, you can contact the FCAC in writing at: 6th Floor, Enterprise Building, 427 Laurier Ave. West, Ottawa, Ontario K1R 1B9. The FCAC can also be contacted by telephone at 1-866-461-3222 (en français 1-866-461-2232) or through its website at www.fcac-acfc.gc.ca. Please note that the FCAC does not become involved in matters of redress or compensation - all such requests must follow the process set out above.

**Conflict**

32. If there is a conflict between this agreement and the Service Terms, the Service Terms will govern your use of the particular Service. If there is a conflict between a Schedule and a Guide, the Schedule will govern your use of the Service.

**Severability**

33. If any provision of this agreement is declared invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**Confidentiality**

34. You agree to keep confidential all information concerning us which may be made known to you solely as a result of using any Service which is not generally available to the public. You shall not release any such confidential information without our prior written consent.

**Consent to the Collection, Use and/or Disclosure of Your Information**

35. In this section, "you" and "your" mean: (i) any individual, or that individual's authorized representative, who is the undersigned customer, (ii) any individual, or that individual's authorized representative, who has offered to provide a guarantee for any product or service offered by us to the undersigned customer; (iii) any individual who is a partner of the undersigned customer; and (iv) the signing authorities, as identified to us, of the undersigned customer. In this Section and in Section 36, the words "we", "us" and "our" mean TD Bank Group ("TD"). TD includes The Toronto-Dominion Bank and its world-wide affiliates, which provide deposit, investment, loan, securities, trust, insurance and other products or services. "Information" means financial, personal and other details about you, that you provide to us and we obtain from others outside our organization, including through the products and services that are provided by us to the undersigned customer. You agree that, at the time you request to begin a relationship with us and during the course of our relationship, we may share your Information within TD, and collect, use and disclose your Information as described in the Privacy Agreement separately provided to you and available at any TD Canada Trust branch or online at td.com, including for, but not limited to, the purposes of: identifying you, providing you with ongoing service, helping us serve you better, protecting us both from fraud and error, complying with legal and regulatory requirements, and marketing products and services to you. We may communicate with you for any of these purposes by telephone, fax, text messaging, or other electronic means, and automatic dialing-announcing device, at the numbers you have provided us, or by ATM, internet, mail, email and other methods. If:

a) there are changes to the signing authorities on any of the accounts of the undersigned customer; or

b) at the time of opening an account, the undersigned customer, if a corporation, has any individual who owns or controls, directly or indirectly, 25 per cent or more of the shares of the corporation, or has any director, where such individual or director is not, at such time, either a signing authority of the corporation or a personal banking customer of TD; or

c) at the time of opening an account, such undersigned customer, if other than a corporation, has any individual who owns or controls, directly or indirectly, 25 per cent or more of such undersigned customer, where such individual is not, at such time, either a signing authority of the undersigned customer or a personal banking customer of TD;

then such undersigned customer, agrees to make such signing authorities and any such individual or director aware of the Privacy Agreement, advise them that they are subject to such agreement and inform them that a copy of such agreement is available at any TD Canada Trust branch or online at td.com. The definition of "you" in the Privacy Agreement shall be deemed to include any such individual or director. Notwithstanding the foregoing, b) and c) shall not apply where the undersigned customer is a public body, or a corporation that has minimum net assets of $75 million on its last audited balance sheet and whose shares are traded on a Canadian stock exchange or a stock exchange that is prescribed by section 3201 of the Income Tax Regulations, as may be amended from time to time, and operates in a country that is a member of the Financial Action Task Force.

To understand how you can withdraw your consent, refer to the 'Marketing Purposes' section of the Privacy Agreement or contact us at 1-866-567-8888.

**Credit Agencies**

36. In addition to any rights that we may have regarding the collection and disclosure of your information, you authorize us to obtain information about you from, and disclose information about you to, TD, other lenders, credit reporting or credit rating agencies, credit bureaus, auditors, governmental and regulatory authorities, references provided by you and any supplier, agents or other party that performs services for you or for us.

**Information Attestation**

37. All information that you have provided to us respecting, where applicable, (i) the names of your directors and the names and addresses of your beneficial owners; (ii) the names and addresses of your trustees, known beneficiaries and/or settlors; and (iii) your ownership, control and structure, is accurate and complete. We reserve the right to request from you updated information and/or additional supporting information.

**Language**

38. You expressly require that all contracts, correspondence and documentation regarding any of your accounts and Services be drawn up in English and we, because of your request, express the same requirement. Vous requérez expressément que tous les contrats, correspondance ou documents relatifs à tous vos comptes et Services soient rédigés en langue anglaise et la Banque, suite à votre demande, fait sienne cette volonté.

Dated this 15 day of MAY, 20 19.

STEWART MORTGAGE CORP.

Name of Business

*(Please print name below respective signature)*

*Obtain signatures of:*
*Sole Proprietorship*
*- sole proprietor*
*Partnership*
*- as set out in the Partnership Agreement. If partner is a corporation, partner to sign under corporation name. If more than 9, add separate schedule*
*Corporation*
*- the signing officers in accordance with the signing officer requirements as set in the corporate resolution*
*Association*
*- the signing officers as set out in the Resolution of Officers/Members of Unincorporated Association*
*Joint Venture*
*- the signing officers as set out in the Joint Venture Agreement*
*Other*
*- the signing officers as set out in the applicable agreement/resolution*

| | | |
|---|---|---|
| X<br>Signature<br>Name: ~~JAMIE STEWART~~ | X<br>Signature<br>Name: | X<br>Signature<br>Name: |
| X<br>Signature<br>Name: | X<br>Signature<br>Name: | X<br>Signature<br>Name: |
| X<br>Signature<br>Name: | X<br>Signature<br>Name: | X<br>Signature<br>Name: |

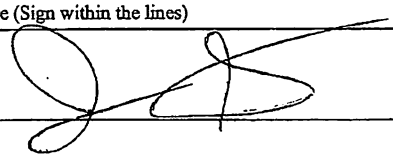
™ Trade-mark of The Toronto-Dominion Bank.

This is Exhibit "F" referred to in the affidavit of Taunja Byers affirmed before me at Vancouver, BC, this 26th day of October 2026.

*A Commissioner for taking Affidavits within British Columbia*

| CDA Signature Card | Branch Transit: 276<br>Branch Transit:<br>Branch Transit: | Account Number: 5249731<br>Account Number:<br>Account Number: | Page 1 of 1 |
|---|---|---|---|

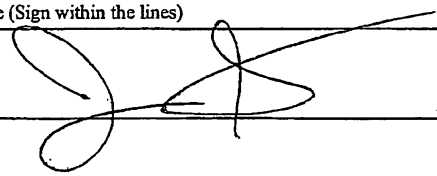
Legal Business Name: STEWART MORTGAGE CORP.

| Signature (Sign within the lines) | Name (print) |
|---|---|
|  | JAMIE STEWART |
| | |
| | |
| | |

525868 (0917)

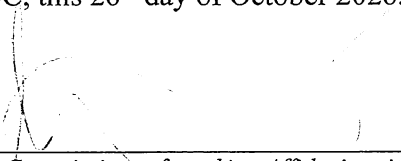
| CDA Signature Card | Branch Transit: 276<br>Branch Transit:<br>Branch Transit: | Account Number: 5249731<br>Account Number:<br>Account Number: | Page 1 of 1 |
|---|---|---|---|

Legal Businesss Name: STEWART MORTGAGE CORP.

| Signature (Sign within the lines) | Name (print) |
|---|---|
|  | JAMIE STEWART |
| | |
| | |
| | |

525868 (0917)

This is Exhibit "G" referred to in the affidavit of Taunja Byers affirmed before me at Vancouver, BC, this 26th day of October 2026.



*A Commissioner for taking Affidavits within British Columbia*

**TD Commercial Banking**
BC Interior
301 Victoria Street, Unit 340
Kamloops, B.C.
V2C 2A3

Telephone No.: (250) 574-9065
Fax No.: (250) 314-5066

"PRIVATE & CONFIDENTIAL"

January 12, 2026

KAM-MIC INVESTMENT CORP.
310 Nicola Street, Unit 207
Kamloops, B.C.
V2C 2P5

Attention: Jamie Stewart

Dear Jamie,

We refer to the Demand Operating Facility Agreement dated April 6, 2023, as amended from time to time, (the "Agreement") signed by you in relation to the credit facility (the "Facility") granted to you by the Bank.

One of your obligations under the Agreement is: provide Review Engagement financial statements within 120 calendar days of fiscal year end. (the "Obligation"). Year-end financial statements were due to the Bank on or before December 31, 2025 ***(not received).***

You are in default of the Obligation. We wish to remind you that you are required to comply with this Obligation and with all of the terms and conditions of the Agreement at all times.

We would be pleased to discuss the aforementioned with you at your convenience. Please direct any queries or comments to the attention of the writer.

Yours truly,

**THE TORONTO-DOMINION BANK**

Samantha Hoogstins
Account Manager

Tara Benson
Manager Commercial Services

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This is Exhibit "H" referred to in the affidavit of Taunja Byers affirmed before me at Vancouver, BC, this 26th day of October 2026.



*A Commissioner for taking Affidavits within British Columbia*

**Lily Y. Zhang**

**From:** Hoogstins, Samantha <Samantha.Hoogstins@td.com>
**Sent:** Thursday, June 25, 2026 2:59 PM
**To:** 'Jamie Stewart'
**Subject:** FW: Loan Agreement to review - Kam-mic

**Importance:** High

Hi Jamie,

Following up on this, we will need to review this Loan Agreement together sooner than later but I am about to have a few days off.

Are you available Friday, July 3? Or July 8-10?

Thanks kindly,

**Samantha Hoogstins | Account Manager | TD Commercial Banking**
Transit #9158 | 301 Victoria Street, Unit 340, Kamloops, British Columbia V2C 2A3
C: 250 574 9065 | Fax: 250 314 5066

**From:** Hoogstins, Samantha
**Sent:** Thursday, June 18, 2026 10:40 AM
**To:** 'Jamie Stewart'
**Subject:** RE: Loan Agreement to review - Kam-mic

Hi Jamie,

Thanks for letting me know. Could do Monday or Tuesday afternoon. Wednesday morning also works.

Thanks,

**Samantha Hoogstins | Account Manager | TD Commercial Banking**
Transit #9158 | 301 Victoria Street, Unit 340, Kamloops, British Columbia V2C 2A3
C: 250 574 9065 | Fax: 250 314 5066

**From:** Jamie Stewart <jamie@stewartmortgage.ca>
**Sent:** Thursday, June 18, 2026 9:55 AM
**To:** Hoogstins, Samantha <Samantha.Hoogstins@td.com>
**Subject:** Re: Loan Agreement to review - Kam-mic

CAUTION: EXTERNAL MAIL. DO NOT CLICK ON LINKS OR OPEN ATTACHMENTS YOU DO NOT TRUST
ATTENTION : COURRIEL EXTERNE. NE CLIQUEZ PAS SUR DES LIENS ET N'OUVREZ PAS DE PIÈCES JOINTES AUXQUELS VOUS NE FAITES PAS CONFIANCE

Morning Sam!

Do you have any availability for next week to talk? I've had some stuff come up with my family law trial and I need to meet with my lawyer this afternoon now.

Sorry for the short notice.

Thank you

Jamie Stewart
**Stewart Mortgage Corp.**
A: 207 - 310 Nicola St.
P: 250.372.1995 F: 250.374.4945
E: jamie@stewartmortgage.ca W: www.stewartmortgage.ca

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the system manager. This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.

Sent from my iPhone

On Jun 9, 2026, at 10:04 AM, Hoogstins, Samantha <Samantha.Hoogstins@td.com> wrote:

Thanks Jamie – I've sent you a cal invite for 2pm on that day hopefully that works for you.

Have a great rest of your week! Cheers,

**Samantha Hoogstins | Account Manager | TD Commercial Banking**
Transit #9158 | 301 Victoria Street, Unit 340, Kamloops, British Columbia V2C 2A3
C: 250 574 9065 | Fax: 250 314 5066

**From:** Jamie Stewart <jamie@stewartmortgage.ca>
**Sent:** Tuesday, June 9, 2026 9:55 AM
**To:** Hoogstins, Samantha <Samantha.Hoogstins@td.com>
**Subject:** Re: Loan Agreement to review - Kam-mic

CAUTION: EXTERNAL MAIL. DO NOT CLICK ON LINKS OR OPEN ATTACHMENTS YOU DO NOT TRUST
ATTENTION : COURRIEL EXTERNE. NE CLIQUEZ PAS SUR DES LIENS ET N'OUVREZ PAS DE PIÈCES JOINTES AUXQUELS VOUS NE FAITES PAS CONFIANCE

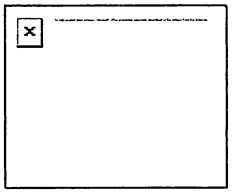
Hi Sam

I just found this in my spam box for some reason so I'm just seeing this now.

I could come in the on the 18th for sure to review.

Thank you

--



Jamie Stewart
**Stewart Mortgage Corp.**
**A:** 207 - 310 Nicola St. Kamloops, BC V2C 2P5
**P:** 250.372.1995 **F:** 250.374.4945
**E:** jamie@stewartmortgage.ca **W:** www.stewartmortgage.ca

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the system manager. This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.

On Jun 2, 2026, at 17:48, Hoogstins, Samantha <Samantha.Hoogstins@td.com> wrote:

Hey Jamie,

We assessed the file and have an updated Loan Agreement ready to review with you. Do you have any availability in the afternoon June 16, 18, 23 or 25?

Thanks,

**Samantha Hoogstins | Account Manager | TD Commercial Banking**
Transit #9158 | 301 Victoria Street, Unit 340, Kamloops, British Columbia V2C 2A3
C: 250 574 9065 | Fax: 250 314 5066

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AVIS : Message confidentiel dont le contenu peut être privilégié. Utilisation/divulgation interdites sans permission. Si reçu par erreur, prière d'aller au www.td.com/francais/avis_juridique pour des instructions.

This is Exhibit "I" referred to in the affidavit of Taunja Byers affirmed before me at Vancouver, BC, this 26th day of October 2026.

*A Commissioner for taking Affidavits within British Columbia*

**Lily Y. Zhang**

**From:** Hoogstins, Samantha <Samantha.Hoogstins@td.com>
**Sent:** Tuesday, July 21, 2026 11:54 AM
**To:** Jamie Stewart
**Subject:** FW: Follow-up to meeting - Loan Agreement and Monthly Reporting Template TD_Secure [TD_SECURE]
**Attachments:** Letter of Agreement - Kam-mic - May 28, 2026 MCS Signed.pdf; Template for Monthly Reporting Requirements - Kam-mic.xlsx

Hey Jamie,

Hope your week is off to a good start! Just a quick reminder on this

Thanks kindly,

**Samantha Hoogstins | Account Manager | TD Commercial Banking**
Transit #9158 | 301 Victoria Street, Unit 340, Kamloops, British Columbia V2C 2A3
C: 250 574 9065 | Fax: 250 314 5066

**From:** Hoogstins, Samantha
**Sent:** Thursday, July 9, 2026 2:06 PM
**To:** Jamie Stewart <jamie@stewartmortgage.ca>
**Subject:** Follow-up to meeting - Loan Agreement and Monthly Reporting Template TD_Secure [TD_SECURE]

Hi Jamie,

Thank you for coming in today – much appreciated.

The Loan Agreement actually did have the timing receipt day requirement it was just hidden in the top corner of the fold of the page. Please see attached Loan Agreement for signing by yourself and one other signing officer. Please ensure all pages are scanned and returned.

Also attached is the Monthly Reporting Requirement Template. I have input what was your March 2026 portfolio information and set it to automatically calculate the borrowing base condition for you. Please let me know if you have any questions on this.

Thanks kindly,

**Samantha Hoogstins | Account Manager | TD Commercial Banking**
Transit #9158 | 301 Victoria Street, Unit 340, Kamloops, British Columbia V2C 2A3
C: 250 574 9065 | Fax: 250 314 5066

May 28, 2026

# LETTER OF AGREEMENT

**The Toronto-Dominion Bank** (the "Bank") is pleased to offer the following credit facilities (individually the "Facility" and collectively the "Facilities") subject to the terms and conditions set forth below and in the attached Schedule(s) (collectively the "Agreement").

**Borrower** KAM-MIC INVESTMENT CORP
310 NICOLA ST UNIT 207, KAMLOOPS, BC, V2C 2P5

(individually or collectively referred to herein as the "Borrower")

## CREDIT FACILITIES

**FACILITY 1** **OPERATING LOAN**

**Available To:** KAM-MIC INVESTMENT CORP

**Purpose:** Fund mortgage investments

**Credit Limit:** CAD$2,000,000.00 but never to exceed the Borrowing Limit.

**Borrowing Options:** Advances are available at the Borrower's option by way of:

- Prime Rate Based Loans in CAD bearing interest at Prime Rate +1.250% per annum

Borrowing options are subject to the additional fees and charges set out in this Agreement and any other agreement which includes additional terms and conditions agreed to by the Borrower.

**Tenor:** Uncommitted and made available at the Bank's discretion, repayable on demand and cancellable at any time. This Facility is not automatically available upon satisfaction of the terms and conditions, conditions precedent, or covenants set out herein. The breach of a term or condition is not a precondition to the Bank's right to accelerate repayment and cancel the availability of this Facility at its sole discretion.

**Administration Fee:** CAD$175.00 payable Monthly.

**Limit Excess Fee:** CAD$500.00 payable for excess monitoring requirements each time that the Credit Limit is exceeded, with any extension of credit above the Credit Limit being at the Bank's sole and absolute discretion.

**Drawdown:** As required.
Notice periods, minimum draw amounts and other drawdown provisions are set out in the Schedule "A" attached hereto. Drawdown is subject to the Disbursement Conditions set out herein.

**Access to Credit:** Credit under this Operating Loan is accessed by requesting a drawdown by way of an available Borrowing Option. Upon satisfaction of any Drawdown terms and Disbursement Conditions funds shall be deposited into the Current Account.

Prime Rate Based Loans hereunder are accessed via one of the following, as determined by the Bank:

- Business Credit Service loan ("BCRS") by withdrawing funds from the Current Account. Each BCRS advance will be in an amount equal to $5,000.00 (the "Transfer Amount") or a multiple thereof. If the Transfer Amount is NIL, each advance from the BCRS may be in an amount sufficient to cover the debits made to the Current Account. Upon programming of BCRS, all other overdraft privileges on the Current Account are cancelled, and all outstanding overdraft amounts under any other agreements are included in indebtedness under this Agreement.
  The Bank may, but is not required to, automatically advance the Transfer Amount or a multiple thereof or any other amount from the BCRS to the Current Account in order to cover the debits made to the Current Account if the amount in the Current Account is insufficient to cover the debits. The Bank may, but is not required to, automatically and without notice apply the funds in the Current Account in amounts equal to the Transfer Amount or any multiple thereof or any other amount to repay the outstanding amount in the BCRS.

**Repayment:** On Demand.

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**BORROWING LIMIT**

| For Facility: | Borrowing Limit |
|---|---|
| All | Amounts outstanding under Facility #1 will at all times be the lesser of:<br><br>i) CAD $ 2,000,000.00 and,<br><br>ii) 75% of qualified residential first mortgages, plus 65% of qualified first and second position "interest only" mortgages on residential properties net of any mortgages which are 60 days or more in arrears. Whereas:<br><br>Residential mortgages defined as single family homes, condominiums, townhomes, and apartment buildings. No value will be given for mortgages on mobile homes, house under construction, commercial and industrial properties, serviced or unserviced, bare land, recreational property or shared mortgages.<br><br>No value will be given to residential first mortgages beyond $550,000 or if a mortgage exceeds 75% of appraised value, or to a second mortgage beyond $200,000 or if a total of first and second mortgage exceeds 75% of appraised value.<br><br>Mortgages to a maximum of $75,000 will be permitted without an appraisal provided total encumbrances do not exceed 50% of the current BCAA.<br><br>For asset valuation purposes, value is only to be given for the first 25 acres of property mortgaged. Appraisals on all future properties are to identify this value.<br><br>Qualifying location of mortgaged properties to be in areas approved for TD Canada Trust conventional residential mortgages. Properties located in an area with a population of a minimum of 5,000 or within 100km of an Urban Centre (30,000 population).<br><br>Maximum of 2 mortgages per borrower are eligible for margin.<br><br>Mortgage amortization up to 30 years is acceptable. |

**INTEREST PAYMENTS**

For all Facilities, interest payments, interest periods, contract maturity, interest payment dates and other related information are set out in Schedule "A" attached hereto unless otherwise stated in this Letter Agreement, Rate and Payment Terms Notices, or other notices delivered by the Bank to the Borrower in respect of a specific drawdown. Information on interest rate and fee definitions and interest rate calculations are set out in the Schedule "A" attached hereto.

**FEES**

In addition to any fees applicable to each Facility as described above, the Borrower will pay the following:

**Late Reporting:** CAD$750.00 payable each time reporting is not provided within the timelines established in the Reporting Covenants, and payable Monthly thereafter until reporting is provided to the Bank.

**Renewal:** CAD$3,000.00 payable Annually by KAM-MIC INVESTMENT CORP upon completion of credit review.

**SECURITY**

The following security shall be provided and, unless otherwise indicated, support all present and future indebtedness and liability of the Borrower and the grantor of the security to the Bank including without limitation indebtedness and liability under guarantees, foreign exchange contracts, credit cards, cash management products, and derivative contracts, shall be registered in first position, and shall be on the Bank's standard form(s), supported by resolutions (where applicable) and solicitor's opinion, all in a form acceptable to the Bank:

- General Security Agreement ("GSA") from KAM-MIC INVESTMENT CORP representing a 1st charge on all its present and after acquired personal property.
- General Hypothecation of Collaterals from KAM-MIC INVESTMENT CORP.

All persons and entities required to provide a guarantee or suretyship shall be referred to in this Agreement individually as a "Surety" and/or "Guarantor" and collectively as the "Guarantors".

All of the above security and guarantees, along with any further security and guarantees as may be required by the Bank in the future, shall be referred to collectively in this Agreement as "Bank Security".

**GENERAL COVENANTS**

So long as any amounts remain outstanding and unpaid under this Agreement or so long as any commitment under this Agreement remains in effect, the Borrower will, and will ensure that its subsidiaries and each of the Guarantors (Borrower, subsidiaries and Guarantors collectively known as the "Obligors") will, observe the Standard Positive Covenants and Standard Negative Covenants set out in Schedule "A" and the following Reporting, Financial, Positive and Negative Covenants.

**Reporting Covenants**

The Obligors will:

| # | For Facility: | Covenant: |
|---|---|---|
| 1 | All | Annual Review Engagement financial statements for Kam-mic Investment Corp. within 120 calendar days of fiscal year end. |

| | | |
|---|---|---|
| 2 | All | Provide the Bank with a monthly breakdown of the mortgage portfolio in a format specified by the Bank, within 15 days of the following month, complete with compliance certificate executed by the Borrower's senior officer. Compliance certificate is to be signed off stating that all mortgages listed are valid charges and have not been assigned to any other party. Mortgage listings to include but is not limited to the following components:<br><br>• Borrower name<br>• Property type and location<br>• Property address<br>• Property legal description<br>• Land Titles registration number for MIC mortgage<br>• Purchase price<br>• Appraised value<br>• Priority of charge<br>• Details of any prior encumbrances<br>• Outstanding principal balance of mortgage<br>• Current value<br>• Loan to value including prior encumbrances (if any)<br>• Term start & maturity date<br>• Payment amount and frequency<br>• Interest rate<br>• # Days payments are in arrears |
| 3 | All | Renewal is subject to an annual audit and review of 10% of the mortgage files and a minimum of 20% of the eligible outstanding amount of the portfolio (Minimum 5 files). Review to include audit of security documents, credit granting & underwriting practices, and supporting documentation including (but not limited to) the following:<br><br>- Land Title Registered Mortgage<br>- Appraisal Note: Appraisal to be current (less than 6 months old) and prepared by CRA/AACI, acceptable to the Bank.<br>- Evidence of Fire Insurance showing Borrower as Loss Payee<br>- State of Title Certificate<br>- Solicitor's Final Opinion<br>- Confirmation of prior charges (if any)<br>- Credit Report<br>- Evidence of payment of Property Taxes |

**Financial Covenants**

The Obligors will:

| # | For Facility: | Covenant: |
|---|---|---|
| 1 | All | Amounts outstanding under Facility #1 will at all times be the lesser of:<br><br>i) CAD $ 2,000,000.00 and,<br><br>ii) 75% of qualified residential first mortgages, plus 65% of qualified first and second position "interest only" mortgages on residential properties net of any mortgages which are 60 days or more in arrears. Whereas:<br><br>Residential mortgages defined as single family homes, condominiums, townhomes, and apartment buildings. No value will be given for mortgages on mobile homes, house under construction, commercial and industrial properties, serviced or unserviced, bare land, recreational property or shared mortgages.<br><br>No value will be given to residential first mortgages beyond $550,000 or if a mortgage exceeds 75% of appraised value, or to a second mortgage beyond $200,000 or if a total of first and second mortgage exceeds 75% of appraised value. |

| | | |
|---|---|---|
| | | Mortgages to a maximum of $75,000 will be permitted without an appraisal provided total encumbrances do not exceed 50% of the current BCAA.<br><br>For asset valuation purposes, value is only to be given for the first 25 acres of property mortgaged. Appraisals on all future properties are to identify this value.<br><br>Qualifying location of mortgaged properties to be in areas approved for TD Canada Trust conventional residential mortgages. Properties located in an area with a population of a minimum of 5,000 or within 100km of an Urban Centre (30,000 population).<br><br>Maximum of 2 mortgages per borrower are eligible for margin.<br><br>Mortgage amortization up to 30 years is acceptable. |
| 2 | All | Maximum Total Debt to Tangible Net Worth not to exceed 0.50:1.00.<br><br>Whereas:<br><br>Total Debt is defined as all liabilities of the Borrower excluding postponed shareholder's loans. Tangible Net Worth is defined as retained earnings plus share capital plus postponed shareholder's loans less loans/ investments to other parties (excluding mortgage receivables) and intangibles. |
| 3 | All | Maintain an Interest Coverage Ratio of not less than 3:1, tested annually based on accountant prepared financials of the Borrower.<br><br>Interest Coverage ratio is calculated as: (Earnings before Interest and Income Taxes) / (Interest) |

**Positive Covenants**

The Obligors will:

| # | **For Facility:** | **Covenant:** |
|---|---|---|
| 1 | All | Any mortgages that are at variance must be confirmed in writing, any variance requests are subject to a review fee of $200. |
| 2 | All | Lodged mortgages are to be supported by their security, credit granting/underwriting practices and supporting due diligence documentation including:<br>• Copy of Land Title registered mortgage.<br>• Appraisal (Canadian Residential Appraiser (CRA)/AACI required for commercial properties).<br>• Evidence of fire insurance showing Borrower as Loss Payee.<br>• Solicitor's Final report.<br>• Property Tax Certificate or Confirmation that property taxes are current.<br>• Clean Environmental report from qualified consultant (as required).<br>• Credit Bureau Report.<br>• Confirmation of Prior Encumbrances. |
| 3 | All | Bank to conduct quarterly randomly selected title searches on 10% of the eligible qualified mortgages. Search will be for a minimum of 3 files, and take place based on the quarter-end reports of November, February, May, and August. All expenses incurred in performing these searches will be charged to the Borrower. |

**Negative Covenants**

The Obligors will not:

| # | For Facility: | Covenant: |
|---|---|---|
| 1 | All | Mortgages are not to be assigned to any other party. |
| 2 | All | Borrower is not to incur additional third party debt without prior written consent of the Bank. |
| 3 | All | The Borrower will not make distributions to shareholders or redeem shares without prior written consent of the Bank. This is to be gated by the Borrower being onside of their Debt to Tangible Net Worth and Interest Coverage financial covenants based on annual financial statements. |

**Permitted Liens**

Permitted Liens as referred to in the Standard Negative Covenants set out in Schedule "A" are:

| # | Covenant: |
|---|---|
| 1 | Purchase Money Security Interests in equipment which Purchase Money Security Interests exist on the date of this Agreement ("Existing PMSIs") which are known to the Bank and all future Purchase Money Security Interests on equipment acquired to replace the equipment under Existing PMSIs, provided that the cost of such replacement equipment may not exceed the cost of the equipment subject to the Existing PMSI by more than 10% |

**REPRESENTATIONS AND WARRANTIES**

All representations and warranties in this Agreement shall be deemed to be continually repeated so long as any amounts remain outstanding and unpaid under this Agreement or so long as any commitment under this Agreement remains in effect. The Borrower makes the Standard Representations and Warranties set out in Schedule "A".

**GOVERNING LAW**

This Agreement and the Bank Security, unless otherwise stated therein, shall be governed by and construed in accordance with the laws of and the laws of Canada applicable therein.

**PRIVACY**

You agree that the Bank (which includes The Toronto-Dominion Bank and affiliated companies) may handle your personal information as we set out in our Privacy Policy and you agree to the Application of Privacy Policy to Related Parties in Schedule "A". You can find our Privacy Policy online at td.com/privacy.

**SCHEDULES TO THIS AGREEMENT**

**Schedule "A"** Sets out the Standard Terms and Conditions which apply to the Facilities, unless this Letter states specifically that one or more of the Standard Terms and Conditions do not apply or are modified.

**ACCEPTANCE**

We trust you will find these Facilities helpful in meeting your ongoing financing requirements. We ask that if you wish to accept this offer of financing (which includes the attached Schedules), please do so by signing and returning the attached duplicate copy of this Agreement to the undersigned. This offer will expire if not accepted in writing and received by the Bank on or before **July 31, 2026**.

Yours truly,

**THE TORONTO-DOMINION BANK**

| Samantha Hoogstins | Samantha Hoogstins, Account Manager | June 1, 2026 |
|---|---|---|
| Signature | Print Name & Position | Date |

| Signature | Sterling Raven, Manager Commercial Services<br>Print Name & Position | June 2, 2026<br>Date |
|---|---|---|

**TO THE TORONTO-DOMINION BANK:**

**KAM-MIC INVESTMENT CORP**

The Borrower acknowledges and agrees to the terms and conditions of this Agreement, including the Schedules attached hereto. The following persons have the power to bind the Borrower. The Borrower confirms that, except as provided above, the credit facility provided herein will not be used by or on behalf of any third party.

| Signature | Print Name & Position | Date |
|---|---|---|
| Signature | Print Name & Position | Date |

# SCHEDULE "A" - STANDARD TERMS AND CONDITIONS

## 1. INTEREST RATE DEFINITIONS

A Term CORRA rate expressed as an annual rate for the purposes of the *Interest Act* (Canada) is equivalent to such determined rate multiplied by the number of days in the calendar year in which the same is to be ascertained and divided by three hundred and sixty-five (365).

A Term SOFR rate expressed as an annual rate for the purposes of the *Interest Act* (Canada) is equivalent to such determined rate multiplied by the number of days in the calendar year in which the same is to be ascertained and divided by three hundred and sixty (360).

Interest rates will never be less than zero. If Prime Rate, U.S. Prime Rate, Daily Compounded CORRA, Term CORRA, Daily Simple SOFR, Term SOFR, USBR or any other applicable base rate changes, resulting in a variable or floating annual interest rate that is a negative number, the interest rate will be 0.00%. Notwithstanding the foregoing, if a loan with an interest rate based on Daily Compounded CORRA, Term CORRA, Daily Simple SOFR, or Term SOFR has been hedged in its entirety with an interest rate swap with the Bank (the "Swap") and the Swap does not include a negative interest rate floor, the foregoing negative interest rate floor shall not apply. However, for purposes of certainty, if the Swap is subsequently terminated or novated the restriction that interest rates shall never be less than 0.00% shall apply.

Any interest rate based on a period less than a year expressed as an annual rate for the purposes of the Interest Act (Canada) is equivalent to such determined rate multiplied by the actual number of days in the calendar year in which the same is to be ascertained and divided by the number of days in the period upon which it was based.

The Bank does not warrant or accept responsibility for, and shall not have any liability with respect to the continuation of, administration of, submission of, calculation of or any other matter related to Term CORRA, Daily Compounded CORRA, Daily Simple SOFR, Term SOFR or any component definition thereof or rates referred to in the definition thereof, or any alternative, successor or replacement rate thereto, including whether the composition or characteristics of any such alternative, successor or replacement rate will be similar to, or produce the same value or economic equivalence of, or have the same volume or liquidity as, Term CORRA, Daily Compounded CORRA, Daily Simple SOFR, Term SOFR or any other benchmark prior to its discontinuance or unavailability. The Bank and its affiliates or other related entities may engage in transactions that affect the calculation of the Prime Rate, U.S. Prime Rate, USBR, Term CORRA, Daily Compounded CORRA, Daily Simple SOFR, Term SOFR or any other base rate and any alternative, successor or replacement rate or any relevant adjustments thereto, in each case, in a manner adverse to the Borrower. The Bank may select information sources or services in its reasonable discretion to ascertain Term CORRA, Daily Compounded CORRA Daily Simple SOFR, Term SOFR or any other benchmark, in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrower, or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

## 2. INTEREST CALCULATION AND PAYMENT

Interest on Prime Based Loans, USBR Loans and U.S. Prime Rate Based Loans is calculated daily (including February 29 in a leap year), compounded for Prime Based Loans, and payable monthly in arrears based on the number of days the subject loan is outstanding unless otherwise provided in the Rate and Payment Terms Notice or other notice provided by the Bank to the Borrower. Interest is charged on February 29 in a leap year.

Interest on Daily Compounded CORRA Loans and Daily Simple SOFR Loans is calculated daily (including February 29 in a leap year) and payable in arrears on the interest payment dates set out in the notice delivered by the Bank to the Borrower based on the number of days the subject loan is outstanding. Interest is charged on February 29 in a leap year.

Interest on Term CORRA Loans and Term SOFR Loans is calculated and payable in arrears at the end of the interest period set out in the notice delivered by the Bank to the Borrower for the number of days in the Term SOFR or Term CORRA interest period, as applicable. Interest is charged on February 29 in a leap year.

Unless otherwise agreed to by the Bank, interest rate periods for Term CORRA Loans are 1 and 3 months and interest rate periods for Term SOFR Loans are 1, 3 and 6 months. Unless otherwise agreed to by the Bank, interest rate periods for Term CORA Loans and Term SOFR Loans must be the same as the applicable interest rate selected.

Interest on Fixed Rate Term Loans is compounded monthly, except for Fixed Rate Term Loans advanced under a Mortgage Loan Facility where interest is compounded semi-annually, and is payable monthly in arrears unless otherwise provided in the Rate and Payment Terms Notice.

Interest is payable both before and after maturity or demand, default and judgment.

Each payment under this Agreement shall be applied first in payment of costs and expenses, then interest and fees and the balance, if any, shall be applied in reduction of principal.

For loans not secured by real property, all overdue amounts of principal and interest and all amounts outstanding in excess of the Credit Limit shall bear interest from the date on which the same became due or from when the excess was incurred, as the case may be, until the date of payment or until the date the excess is repaid at the Bank's standard rate charged from time to time for overdrafts, or such lower interest rate if the Bank agrees to a lower interest rate in writing. Nothing in this clause shall be deemed to authorize the Borrower to incur loans in excess of the Credit Limit.

If any provision of this Agreement would oblige the Borrower to make any payment of interest or other amount payable to the Bank in an amount or calculated at a rate which would be prohibited by law or would result in a receipt by the Bank of "interest" at a "criminal rate" (as such terms are construed under the Criminal Code (Canada)), then, notwithstanding such provision, such amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by applicable law or so result in a receipt by the Bank of "interest" at a "criminal rate", such adjustment to be effected, to the extent necessary (but only to the extent necessary), as follows: first, by reducing the amount or rate of interest, and, thereafter, by reducing any fees, commissions, costs, expenses, premiums and other amounts required to be paid to the Bank which would constitute interest for purposes of section 347 of the Criminal Code (Canada).

## 3. DRAWDOWN PROVISIONS

Fixed Rate Term Loans

There is no minimum amount of drawdown for Fixed Rate Term Loans, except as stated in this Agreement. The Borrower shall provide the Bank with at least three (3) Business Days' notice of a requested drawdown and will advise the Bank of its selection of drawdown options from those made available by the Bank. At least ten (10) Business Days prior to each Rate Term Maturity, the Borrower shall provide the Bank with notice of its selection of the new Rate Term for the Fixed Rate Term Loan. The Bank will, after each drawdown, send a Rate and Payments Terms Notice or other notice to the Borrower.

Prime Rate Based, U.S Prime Rate Based and USBR Loans

There is no minimum amount of drawdown by way of Prime Rate Based Loans, U.S. Prime Rate Based Loans and USBR Loans, except as stated in this Agreement. The Borrower shall provide the Bank with three (3) Business Days' notice of a requested Prime Rate Based Loan, U.S. Prime Rate Based Loan or USBR Loan over $1,000,000.

Term CORRA Loans and Daily Compounded CORRA Loans

Except as otherwise stated in this Agreement or agreed to by the Bank, the minimum amount of a drawdown by way of a Term CORRA Loan or a Daily Compounded CORRA Loan is CAD$1,000,000. The Borrower shall provide the Bank with three (3) Business Days' notice of a requested Term CORRA Loan or Daily Compounded CORRA Loan. The Borrower shall advise the Bank of the requested Term CORRA Loan and Daily Compounded CORRA Loan contract maturity, interest period and interest payment dates, as applicable, from those made available by the Bank. In no event shall the term of a Term CORRA Loan or Daily Compounded CORRA Loan or exceed the Contractual Term Maturity Date or Maturity Date, as applicable.

Term SOFR Loans and Daily Simple SOFR Loans

Except as otherwise stated in this Agreement or agreed to by the Bank, the minimum amount of a drawdown by way of a Term SOFR Loan or a Daily Simple SOFR Loan is USD$1,000,000. The Borrower will provide the Bank with three (3) Business Days' notice of a requested Term SOFR Loan or Daily Simple SOFR Loan. The Borrower shall advise the Bank of the requested Term SOFR Loan or Daily Simple SOFR Loan contract maturity, interest period and interest payment dates, as applicable, from those made available by the Bank. In no event shall the term or interest period of a Term SOFR Loan or Daily Simple SOFR Loan exceed the Contractual Term Maturity Date or Maturity Date, as applicable.

CORRA and SOFR Loans - Repayment, Roll Over, Conversion Notice

At least ten (10) days prior to the contract maturity and at least three (3) days prior to the last day of the interest period for a Term CORRA Loan, Daily Compounded CORRA Loan, Term SOFR Loan or Daily Simple SOFR Loan, the Borrower will advise the Bank of its election to repay the loan in full; roll over the loan by electing to continue such loan for an additional interest period for the same tenor as the initial period, and thereafter, each successive period, (subject to availability hereunder); or convert the loan to another interest rate type and term available under this Letter Agreement. In no event shall the term of any Term CORRA Loan, Daily Compounded CORRA Loan,

Term SOFR Loan or Daily Simple SOFR Loan exceed the Contractual Term Maturity Date or Maturity Date, as applicable. The Bank will, after each drawdown or election hereunder with respect to a Term CORRA Loan, Daily Compounded CORRA Loan, Term SOFR Loan or Daily Simple SOFR Loan, send a Rate and Payment Terms Notice or other noticed delivered by the Bank to the Borrower.

LCs, GTF DLCs and GTF SBLCs

The Bank shall have the discretion to restrict the maturity date of LCs, GTF DLCs and GTF SBLCs.

SOFR and CORRA - Conversion

Any portion of any Term CORRA Loan or Daily Compounded CORRA Loan that is not repaid, rolled over or converted in accordance with the applicable notice requirements hereunder shall be converted by the Bank to a Prime Based Loan effective as of the last day in the interest period or on the interest payment date, as applicable, of the Term CORRA Loan or the Daily Compounded CORRA Loan. The Bank may charge interest on the amount of the Prime Based Loan at the rate of 115% of the rate applicable to Prime Based Loans for the 3 Business Day period immediately following such maturity. Thereafter, the rate shall revert to the rate applicable to Prime Based Loans.

Any portion of any Term SOFR Loan or Daily Simple SOFR Loan that is not repaid, rolled over or converted in accordance with the applicable notice requirements hereunder shall be converted by the Bank to a USBR Loan effective as of the last day in the interest period or on the interest payment date, as applicable, of the Term SOFR Loan or the Daily Simple SOFR Loan. The Bank may charge interest on the amount of the USBR Loan at the rate of 115% of the rate applicable to USBR Loans for the 3 Business Day period immediately following such maturity. Thereafter, the rate shall revert to the rate applicable to USBR Loans.

SOFR and CORRA – Market Disruption, Benchmark Cessation

If the Bank determines, in its sole discretion, that (i) a normal market in Canada for the making of any or all tenors of Term CORRA Loans or Term SOFR Loans, or for the making of Daily Compounded CORRA Loans, Daily Simple SOFR Loans or any other loan other than Prime Rate Based Loans, U.S. Prime Rate Based Loans, USBR Loans does not exist, (ii) Term CORRA, Daily Compounded CORRA, Daily Simple SOFR, Term SOFR or any other base rate other than Prime Rate, US Prime Rate and USBR cannot be determined in accordance with the definition thereof on any given day, (iii) Term CORRA, Daily Compounded CORRA, Daily Simple SOFR, Term SOFR or any other base rate other than Prime Rate, U.S. Prime Rate and USBR for any requested interest period with respect to a proposed loan does not adequately and fairly reflect the cost to the Bank of making and maintaining such loan, or (iv) a Benchmark Replacement Date has occurred with respect to a benchmark rate any right of the Borrower to request a drawdown (including any rollover or conversion) under the applicable borrowing option shall be suspended until the Bank advises otherwise. Any such drawdown (including any rollover or conversion) request during the suspension period for (i) Term CORRA Loans or Daily Compounded CORRA Loans, as applicable, shall be deemed to be a drawdown notice requesting a Prime Based Loan in an equivalent amount, or (ii) Term SOFR Loans or Daily Simple SOFR Loans, as applicable, shall be deemed to be a drawdown notice requesting a USBR Loan in an equivalent amount.

Cash Management

The Bank may, and the Borrower hereby authorizes the Bank to, drawdown under any uncommitted Facility hereunder to satisfy any obligations of the Borrower to the Bank in connection with any cash management service provided by the Bank to the Borrower. The Bank may drawdown under any uncommitted Facility hereunder even if the drawdown results in amounts outstanding in excess of the Credit Limit.

## 4. PREPAYMENT

Fixed Rate Term Loans

**(a) 10% Prepayment Option Chosen.**

Once, each calendar year, ("Year"), the Borrower may, provided that an Event of Default has not occurred, prepay in one lump sum, an amount of principal outstanding under a Fixed Rate Term Loan not exceeding 10% of the original amount of the Fixed Rate Term Loan, upon payment of all interest accrued to the date of prepayment without paying any prepayment charge. If the prepayment privilege is not used in one Year, it cannot be carried forward and used in a later Year.

Provided that an Event of Default has not occurred, the Borrower may prepay more than 10% of the original amount of a Fixed Rate Term Loan in any Year, upon payment of all interest accrued to the date of prepayment and an amount equal to the greater of:

i) three months' interest on the amount of the prepayment (the amount of prepayment is the amount of prepayment exceeding the 10% limit described in Section 4(a)) using the interest rate applicable to the Fixed Rate Term Loan being prepaid; and ii)

the Yield Maintenance, being the difference between:

a. the current outstanding principal balance of the Fixed Rate Term Loan; and

b. the sum of the present values as of the date of the prepayment of the future payments to be made on the Fixed Rate Term Loan until the Rate Term Maturity, plus the present value of the principal amount of the Fixed Rate Term Loan that would have been due on the Rate Term Maturity, when discounted at the Government of Canada bond yield rate with a term which has the closest maturity to the unexpired term of the Fixed Rate Term Loan.

**(b) 10% Prepayment Option Not Chosen.**

The Borrower may, provided that an Event of Default has not occurred, prepay all or any part of the principal then outstanding under a Fixed Rate Term Loan upon payment of all interest accrued to the date of prepayment and an amount equal to the greater of:

i) three months' interest on the amount of the prepayment using the interest rate applicable to the Fixed Rate Term Loan being prepaid; and

ii) the Yield Maintenance, being the difference between:

a. the current outstanding principal balance of the Fixed Rate Term Loan; and

b. the sum of the present values as of the date of the prepayment of the future payments to be made on the Fixed Rate Term Loan until the Rate Term Maturity, plus the present value of the principal amount of the Fixed Rate Term Loan that would have been due on the maturity of the Rate Term Maturity when discounted at the Government of Canada bond yield rate with a term which has the closest maturity to the unexpired term of the Fixed Rate Term Loan.

Term CORRA Loans and Term SOFR Loans

The Borrower may prepay the whole or any part the principal outstanding under a Term CORRA Loan or Term SOFR Loan at any time upon payment of all interest accrued to the date of the prepayment, all costs to the Bank in unwinding the Term CORRA Loan or Term SOFR Loan and any loss suffered by the Bank in re-employing the amounts so repaid.

Floating Rate Term Loans

The Borrower may prepay the whole or any part of the principal outstanding under a Floating Rate Term Loan, other than Daily Compounded CORRA Loans and Daily Simple SOFR Loans, at any time upon payment of all accrued interest to the date of the prepayment without the payment of prepayment charges.

The Borrower may prepay the whole or any part of the principal outstanding under a Daily Compounded CORRA Loan and Daily Simple SOFR Loan at any time upon payment of all accrued interest to the date of the prepayment, all costs to the Bank of unwinding the Daily Compounded CORRA Loan or Daily Simple SOFR Loan and any loss suffered by the Bank in re-employing amounts so repaid.

## 5. STANDARD DISBURSEMENT CONDITIONS

The obligation of the Bank to permit any drawdowns or make any loan or advance hereunder at any time is subject to the following conditions precedent:

a) The Bank shall have received the following documents which shall be in form and substance satisfactory to the Bank: i)

A copy of this Agreement duly executed by the Borrower;

ii) A copy of a duly executed resolution of the Board of Directors of the Borrower empowering the Borrower to enter into this Agreement; iii) A copy of any necessary government approvals authorizing the Borrower to enter into this Agreement; iv) All of the Bank Security and supporting resolutions and solicitors' letter of opinion required hereunder; v) The Borrower's compliance certificate certifying compliance with all terms and conditions hereunder; vi) All operation of account documentation; and vii) For drawdowns under a Facility by way of GTF LC, the Bank's standard GTF Documents applicable to the GTF LC being issued. b) The representations and warranties contained in this Agreement are correct.

c) There has not been prior to any drawdown, any change in any information, statements, representations, or warranties made or furnished to the Bank by or on behalf of the Borrower which cannot be or is not rectified by the Borrower to the Bank's satisfaction within ten (10) days after written notification thereof by the Bank to the Borrower.

d) No event has occurred and is continuing which constitutes an Event of Default or would constitute an Event of Default, but for the requirement that notice be given or time elapse or both.

e) The Bank has received the Setup Fee payable hereunder (if any) and any other fee payable hereunder prior to any drawdown and the Borrower has paid all legal and other expenses incurred by the Bank in connection with the Agreement or the Bank Security.

## 6. STANDARD REPRESENTATIONS AND WARRANTIES

The Borrower hereby represents and warrants, which representations and warranties shall be deemed to be continually repeated so long as any amounts remain outstanding and unpaid under this Agreement or so long as any commitment under this Agreement remains in effect, that:

a) The Borrower is a duly incorporated corporation, a limited partnership, partnership, or sole proprietorship, as applicable, duly organized, validly existing and in good standing under the laws of the jurisdiction where the Branch/Centre is located and each other jurisdiction where the Borrower has property or assets or carries on business and the Borrower has adequate corporate power and authority to carry on its business, own property, borrow monies and enter into agreements therefore, execute and deliver the Agreement, the Bank Security, and documents required hereunder, and observe and perform the terms and provisions of this Agreement.

b) There are no laws, statutes or regulations applicable to or binding upon the Borrower and no provisions in its charter documents or in any by-laws, resolutions, contracts, agreements, or arrangements which would be contravened, breached, violated as a result of the execution, delivery, performance, observance, of any terms of this Agreement.

c) No Event of Default has occurred nor has any event occurred which, with the passage of time or the giving of notice, would constitute an Event of Default under this Agreement or which would constitute a default under any other agreement.

d) There are no actions, suits, or proceedings, including appeals or applications for review, or any knowledge of pending or threatened actions, suits, or proceedings against the Borrower, any of the Borrower's subsidiaries, any Guarantor, or any real property mortgaged under the Bank Security which would result in a Material Adverse Change.

e) All material authorizations, approvals, consents, licenses, exemptions, filings, registrations and other requirements of governmental, judicial and public bodies and authorities required to carry on its business have been or will be obtained or effected and are or will be in full force and effect.

f) The financial statements and forecasts delivered to the Bank fairly present the present financial position of the Borrower and have been prepared by the Borrower and its auditors in accordance with the International Financial Reporting Standards or GAAP for Private Enterprises, and the certified rent roll delivered to the Bank, if applicable, presents an accurate description of all matters set out therein.

g) All of the remittances required to be made by the Borrower to the federal government and all provincial and municipal governments have been made, are currently up to date and there are no outstanding arrears. Without limiting the foregoing, all employee source deductions (including income taxes, Employment Insurance and Canada Pension Plan), sales taxes (both provincial and federal), corporate income taxes, corporate capital taxes, payroll taxes and worker's compensation dues are currently paid and up to date.

h) If the Bank Security includes a charge on real property, the Borrower or Guarantor, as applicable, is the legal and beneficial owner of the real property with good and marketable title in fee simple thereto, free from all easements, rights-of-way, agreements, restrictions, mortgages, liens, executions, and other encumbrances, save and except for those approved by the Bank in writing.

i) The entering into and performance of its obligations set out herein does not result in the creation of any lien, charge, security, interest or other encumbrance (except to the Bank) upon any of its assets pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which it is a party or by which it or its assets may be bound.

j) No approval, consent or withholding of objection is required from any government or any regulatory authority, agency, commission or board or any court or, without limitation to the foregoing, any other law, regulation or rule-making entity or any person acting or purporting to act under the authority of any of the foregoing with respect to the entering into and performance by it of its obligations set out herein, or, if such approval is required, it has been obtained.

k) All information that the Borrower has provided to the Bank is accurate and complete, including, without limitation, where applicable:

i) the names of the Borrower's directors and the names and addresses of the Borrower's beneficial owners; ii) the names and addresses of the Borrower's trustees, known beneficiaries and/or settlors; and iii) the Borrower's ownership, control, and structure.

No representation or warranty or other statement made by the Bank concerning this Agreement shall be binding on the Bank unless made by it in writing as a specific amendment to this Agreement.

## 7. STANDARD POSITIVE COVENANTS

So long as any amounts remain outstanding and unpaid under this Agreement or so long as any commitment under this Agreement remains in effect, the Borrower will, and will ensure that its subsidiaries and each of the Guarantors will:

a) Pay all amounts of principal, interest, fees and expenses on the dates, times and place specified herein, under the Rate and Payment Terms Notice or other notice provided by the Bank to the Borrower, and under any other agreement between the Bank and the Borrower.

b) Advise the Bank of any change in the amount and the terms of any credit arrangement made with other lenders or any action taken by another lender to recover amounts outstanding with such other lender.

c) Advise promptly after the happening of any event which may result in a Material Adverse Change or the occurrence of any Event of Default or default under this Agreement or under any other agreement for borrowed money.

d) Do all things necessary to maintain in good standing its corporate existence and preserve and keep all material agreements, rights, franchises, licenses, operations, contracts or other arrangements in full force and effect.

e) Take all necessary actions to ensure that the Bank Security and its obligations hereunder will rank ahead of all other indebtedness of, and all other security granted by the Borrower.

f) Pay all taxes, assessments, and government charges unless such taxes, assessments, or charges are being contested in good faith and appropriate reserves shall be made with funds set aside in a separate trust fund.

g) Provide the Bank with information and financial data as it may request from time to time, including, without limitation, such updated information and/or additional supporting information as the Bank may require with respect to any or all the matters in the Borrower's representation and warranty in Section 6(k).

h) Maintain property, plant and equipment in good repair and working condition.

i) Provide notification if a tenant or tenants generating, in aggregate, a significant amount of gross rental income from any real property mortgaged under the Bank Security, defaults or default under its or their lease(s).

j) Provide copies of leases, offers to lease, licences and offers to license executed after any drawdown, to the Bank upon request. All such leasing and licensing shall be undertaken in accordance with prudent business practices.

k) Inform the Bank of any actual or probable litigation and furnish the Bank with copies of details of any litigation or other proceedings, which might affect the financial condition, business, operations, property, assets, reputation or prospects of the Borrower, any of the Borrower's subsidiaries and any of the Guarantors or may result in a Material Adverse Change.

l) Provide such additional security, guarantees and other agreements and documentation as may be required from time to time by the Bank or its solicitors.

m) Continue to carry on the business currently being carried on by the Borrower, its subsidiaries and each of the Guarantors at the date hereof.

n) Maintain adequate insurance on all of its assets, undertakings, and business risks.

o) Permit the Bank or its authorized representatives full and reasonable access to its premises, business, financial and computer records and allow the duplication or extraction of pertinent information therefrom.

p) Comply with all applicable laws and regulations.

## 8. STANDARD NEGATIVE COVENANTS

So long as any amounts remain outstanding and unpaid under this Agreement or so long as any commitment under this Agreement remains in effect, the Borrower will not and will ensure that its subsidiaries and each of the Guarantors will not:

a) Create, incur, assume, or suffer to exist, any mortgage, deed of trust, pledge, lien, security interest, assignment, charge, or encumbrance (including without limitation, any conditional sale, or other title retention agreement, or finance lease) of any nature, upon or with respect to any of its real or personal property, assets or undertakings, now owned or hereafter acquired, including, without limitation, any real property mortgaged under the Bank Security, and any leases on any real property mortgaged under the Bank Security and the income derived therefrom, except for those Permitted Liens, if any, set out in the Letter.

b) Create, incur, assume or suffer to exist any other indebtedness for borrowed money (except for indebtedness resulting from Permitted Liens, if any) or guarantee or act as surety or agree to indemnify the debts of any other Person.

c) Merge or consolidate with any other Person, or acquire all or substantially all of the shares, assets or business of any other Person.

d) Sell, lease, assign, transfer, convey or otherwise dispose of any of its now owned or hereafter acquired real property, personal property and other assets (including, without limitation, securities and indebtedness of subsidiaries, receivables and leasehold interests) or permit a change in the legal or beneficial ownership of any real property mortgaged under the Bank Security or any other assets forming part of the Bank Security or parts thereof or interests therein, except for inventory disposed of in the ordinary course of business.

e) Terminate or enter into a surrender of any lease of any real property mortgaged under the Bank Security.

f) Cease to carry on the business currently being carried on by each of the Borrower, its subsidiaries, and the Guarantors at the date hereof.

g) Permit any change of ownership or change in the capital structure of the Borrower.

## 9. ENVIRONMENTAL

The Borrower represents and warrants (which representation and warranty shall continue throughout the term of this Agreement) that the business of the Borrower, including without limitation, the ownership and operation of any real property mortgaged under the Bank Security, its subsidiaries and each of the Guarantors is being operated in compliance with applicable laws and regulations respecting the discharge, emission, spill or disposal of any hazardous materials and that any and all enforcement actions in respect thereto have been clearly conveyed to the Bank.

The Borrower shall, at the request of the Bank from time to time, and at the Borrower's expense, obtain and provide to the Bank an environmental audit or inspection report of the property from auditors or inspectors acceptable to the Bank.

## 10. STANDARD EVENTS OF DEFAULT

The Bank may accelerate the payment of principal and interest under any committed Facility hereunder and cancel any undrawn portion of any committed Facility hereunder, at any time after the occurrence of any one of the following Events of Default:

a) Non-payment of principal outstanding under this Agreement when due or non-payment of interest or fees outstanding under this Agreement within 3 Business Days of when due.

b) If any representation, warranty or statement made hereunder or made in connection with the execution and delivery of this Agreement or the Bank Security is false or misleading at any time.

c) If any representation or warranty made or information provided by any Guarantor to the Bank from time to time, including without limitation, under or in connection with the Personal Financial Statement and Privacy Agreement provided by such Guarantor, is false or misleading at any time.

d) If there is a breach or non-performance or non-observance of any term or condition of this Agreement or the Bank Security and, if such default is capable to being remedied, the default continues unremedied for 5 Business Days after the occurrence.

e) If the Borrower, any one of its subsidiaries, or, if any of the Guarantors makes a general assignment for the benefit of creditors, files or presents a petition, makes a proposal or commits any act of bankruptcy, or if any action is taken for the winding up, liquidation or the appointment of a liquidator, trustee in bankruptcy, custodian, curator, sequestrator, receiver or any other officer with similar powers or if a judgment or order shall be entered by any court approving a petition for reorganization, arrangement or composition of or in respect of the Borrower, any of its subsidiaries, or any of the Guarantors or if the Borrower, any of its subsidiaries, or any of the Guarantors is insolvent or declared bankrupt.

f) If there exists a voluntary or involuntary suspension of business of the Borrower, any of its subsidiaries, or any of the Guarantors.

g) If action is taken against the Borrower, any of its subsidiaries, or any of the Guarantors to take possession of or enforce proceedings against any real or personal property and assets of the Borrower, any of its subsidiaries, or any of the Guarantors, including without limitation any real property mortgaged under the Bank Security.

h) If any final judgment for the payment of monies is made against the Borrower, any of its subsidiaries, or any of the Guarantors and it is not discharged within 30 days from the imposition of such judgment.

i) If there exists an event, the effect of which with lapse of time or the giving of notice, will constitute an event of default or a default under any other agreement for borrowed money in excess of the Cross Default Threshold entered into by the Borrower, any of its subsidiaries, or any of the Guarantors.

j) If the Borrower, any one of its subsidiaries, or any of the Guarantors default under any other present or future agreement with the Bank or any of the Bank's subsidiaries, including without limitation, any other loan agreement, forward foreign exchange transactions, interest rate and currency and/or commodity swaps.

k) If the Bank Security is not enforceable or if any party to the Bank Security shall dispute or deny any liability or any of its obligations under the Bank Security, or if any Guarantor terminates a guarantee in respect of future advances.

l) If, in the Bank's determination, a Material Adverse Change occurs.

m) If the Borrower or a Guarantor is an individual, the Borrower or such Guarantor dies or is found by a court to be incapable of managing his or her affairs.

n) If any encumbrance or construction lien is registered upon any real property mortgaged under the Bank Security and is not discharged within ten (10) days after being registered.

o) If a writ of execution, distress, attachment or similar process is issued or levied against all or a substantial portion of any property (including, without limitation, any real property mortgaged under the Bank Security) or other assets of the Borrower, the Borrower's subsidiaries or any Guarantor which might result in a Material Adverse Change to the Borrower, the Borrower's subsidiaries or any Guarantor, unless such writ or process is withdrawn, released, vacated or stayed within thirty (30) days, or a judgment or order shall be rendered against the Borrower, the Borrower's subsidiaries or any Guarantor by a court of competent jurisdiction with respect to such

default and such judgment or order shall not be satisfied in accordance with its terms and shall continue unstayed and in effect for thirty (30) days.

p) If any part of any real property mortgaged under the Bank Security is condemned or expropriated, provided that in respect of any expropriation, only if such expropriation gives rise to proceeds of expropriation in excess of 20% of the appraised value of such real property mortgaged under the Bank Security established as of the date hereof or if such expropriation materially impairs (A) the value of any real property mortgaged under the Bank Security or in any Bank Security or other security delivered to the Bank in connection with this Agreement or (B) the ability of the Borrower to fulfill its obligations under this Agreement.

q) If any part of any real property mortgaged under the Bank Security becomes subject to a condominium regime or any form of multiple ownership or governance.

r) If at any time during the currency of this Agreement, the Bank is of the opinion, acting reasonably, that any real property mortgaged under the Bank Security is not being managed, in all respects, in a satisfactory manner, and the Borrower has not improved the management of such real property to the Bank's satisfaction within thirty (30) days from the date of receiving notice from the Bank (or earlier if the Bank, in its sole discretion, believes prejudice to the Bank or impairment of the Bank Security could result from the current management practices).

## 11. ACCELERATION

If the Bank accelerates the payment of principal and interest hereunder, the Borrower shall immediately pay to the Bank all amounts outstanding hereunder, including without limitation, the amount of unmatured Term CORRA Loans, Daily Compounded CORRA Loans, Term SOFR Loans and Daily Simple SOFR Loans and the amount of all drawn and undrawn LCs and GTF LCs. All cost to the Bank of unwinding Term CORRA Loans and Term SOFR Loans and all loss suffered by the Bank in re-employing amounts repaid will be paid by the Borrower.

The Bank may demand the payment of principal and interest under any uncommitted Facility hereunder and cancel any undrawn portion of any uncommitted Facility hereunder, at any time whether or not an Event of Default has occurred.

## 12. TAXATION ON PAYMENTS

All payments made by the Borrower to the Bank will be made free and clear of all present and future taxes (excluding the Bank's income taxes), withholdings or deductions of whatever nature. If these taxes, withholdings or deductions are required by applicable law and are made, the Borrower, shall, as a separate and independent obligation, pay to the Bank all additional amounts as shall fully indemnify the Bank from any such taxes, withholdings or deductions.

## 13. REPRESENTATION

No representation or warranty or other statement made by the Bank concerning any of the Facilities shall be binding on the Bank unless made by it in writing as a specific amendment to this Agreement.

## 14. CHANGING THE AGREEMENT

a) The Bank may, from time to time, unilaterally change the provisions of this Agreement where (i) the provisions of the Agreement relate to any uncommitted Facility hereunder, including changing or adding fees that may be charged in connection therewith, or (ii) such change is for the benefit of the Borrower, or made at the Borrower's request, including without limitation, decreases to fees or interest payable hereunder or (iii) where such change makes compliance with this Agreement less onerous to the Borrower, including without limitation, release of security. These changes can be made by the Bank providing written notice to the Borrower of such changes in the form of a specific waiver or a document constituting an amending agreement. The Borrower is not required to execute such waiver or amending agreement, unless the Bank requests the Borrower to sign such waiver or amending agreement. A change in the Prime Rate and USBR is not an amendment to the terms of this Agreement that requires notification to be provided to the Borrower.

b) Changes to the Agreement, other than as described in a) above, including changes to covenants and fees payable by the Borrower, are required to be agreed to by the Bank and the Borrower in writing, by the Bank and the Borrower each signing an amending agreement.

c) The Bank is not required to notify a Guarantor of any change in the Agreement, including any increase in the Credit Limit or Borrowing Limit, as applicable.

## 15. ADDED COST

If the introduction of or any change in any present or future law, regulation, treaty, official or unofficial directive, or regulatory requirement, (whether or not having the force of law) or in the interpretation or application thereof, relates to:

i) the imposition or exemption of taxation of payments due to the Bank or on reserves or deemed reserves in respect of the undrawn portion of any Facility or loan made available hereunder; or,

ii) any reserve, special deposit, regulatory or similar requirement against assets, deposits, or loans or other acquisition of funds for loans by the Bank; or,

iii) the amount of capital required or expected to be maintained by the Bank as a result of the existence of the advances or the commitment made hereunder;

and the result of such occurrence is, in the sole determination of the Bank, to increase the cost of the Bank or to reduce the income received or receivable by the Bank hereunder, the Borrower shall, on demand by the Bank, pay to the Bank that amount which the Bank estimates will compensate it for such additional cost or reduction in income and the Bank's estimate shall be conclusive, absent manifest error.

## 16. EXPENSES

The Borrower shall pay, within 5 Business Days following notification, any fees and expenses (including but not limited to all legal fees) incurred by the Bank in connection with the preparation, registration, ongoing administration, and discharge of this Agreement and the Bank Security and with the enforcement of the Bank's rights and remedies under this Agreement and the Bank Security whether or not any amounts are advanced under the Agreement, including, for greater certainty, if any amounts are not advanced under this Agreement by reason of the failure of the Borrower to satisfy the Disbursement Conditions. These fees and expenses shall include, but not be limited to, any outside counsel fees and expenses, and any in-house legal fees and expenses (if in-house counsel are used), and any outside professional advisory fees and expenses, and any registration, renewal and discharge fees in connection with the Bank Security, including but not limited to, as applicable, land registry, intellectual property registry, Bank Act, Personal Property Security Act, and Le Registre des droits personnels et réels mobiliers fees as established by the applicable federal, provincial and/or territorial government(s) from time to time. The Borrower shall pay interest on unpaid amounts due pursuant to this paragraph at the All-In Rate plus 2% per annum. The Bank shall be entitled and is hereby authorized to deduct from the amount available under any Facility, all costs and expenses payable under this Agreement.

Without limiting the generality of Section 25, the Bank or the Bank's agent, is authorized to debit any of the Borrower's accounts with the amount of the fees and expenses owed by the Borrower hereunder, including any registration, renewal and discharge fee as described in this section in connection with the Bank Security, even if that debiting creates an overdraft in any such account. If there are insufficient funds in the Borrower's accounts to reimburse the Bank or it's agent for payment of the fees and expenses owed by the Borrower hereunder, the amount debited to the Borrower's accounts shall be deemed to be a Prime Rate Based Loan.

The Borrower will, if requested by the Bank, sign a Pre-Authorized Payment Authorization in a format acceptable to the Bank to permit the Bank's agent to debit the Borrower's accounts as contemplated in this Section.

## 17. NON-WAIVER

Any failure by the Bank to object to or take action with respect to a breach of this Agreement or any Bank Security or upon the occurrence of an Event of Default shall not constitute a waiver of the Bank's right to take action at a later date on that breach. No course of conduct by the Bank will give rise to any reasonable expectation which is in any way inconsistent with the terms and conditions of this Agreement and the Bank Security or the Bank's rights thereunder.

## 18. EVIDENCE OF INDEBTEDNESS

The Bank shall record on its records the amount of all loans made hereunder, payments made in respect thereto, and all other amounts becoming due to the Bank under this Agreement. The Bank's records constitute, in the absence of manifest error, conclusive evidence of the indebtedness of the Borrower to the Bank pursuant to this Agreement.

With respect to chattel mortgages taken as Bank Security, this Agreement is the Promissory Note referred to in same chattel mortgage, and the indebtedness incurred hereunder is the true indebtedness secured by the chattel mortgage.

## 19. ENTIRE AGREEMENT

This Agreement replaces any previous letter agreements dealing specifically with terms and conditions of the Facilities (excluding the Ancillary Facilities). Agreements relating to other credit facilities made available by the Bank continue to apply for those other credit facilities. This Agreement, Rate and Payment Term notices issued hereunder, and other notices provided by the Bank to the Borrower in connection with the Facilities and the GTF Documents, if applicable, are the entire agreements relating to the Facilities (excluding the Ancillary Facilities) described in this Agreement.

## 20. ASSIGNMENT

The Bank may assign or grant participation in all or part of this Agreement or in any loan, LCs, GTF DLCs or GTF SBLCs made hereunder without notice to and without the Borrower's consent.

The Borrower may not assign or transfer all or any part of its rights or obligations under this Agreement.

## 21. RELEASE OF INFORMATION

The Borrower hereby irrevocably authorizes and directs the Borrower's accountant and other professional advisors, to deliver all financial statements and other financial information concerning the Borrower to the Bank and agrees that the Bank and the accountant and other professional advisors may communicate directly with each other.

## 22. GENERAL INDEMNITY

The Borrower agrees to indemnify the Bank, its officers, directors, employees, agents and shareholders, and agrees to hold each of them harmless from and against any and all claims, losses, liabilities, damages and expenses (including legal and audit expenses) arising or resulting from the indebtedness under this Agreement, this Agreement or in connection with the Bank Security or any breach by the Borrower of any representation, warranty, or covenant under this Agreement or the Bank Security. In no event will the Bank be liable to the Borrower for any direct, indirect or consequential damages arising in connection with this Agreement.

## 23. CURRENCY INDEMNITY

USD loans must be repaid with USD and CAD loans must be repaid with CAD and, notwithstanding the generality of Section 22, the Borrower shall indemnify the Bank for any loss suffered by the Bank if USD loans are repaid with CAD or vice versa, whether such payment is made pursuant to an order of a court or otherwise.

## 24. FX CLOSE OUT

The Borrower hereby acknowledges and agrees that in the event any of the following occur: (i) Default by the Borrower under any forward foreign exchange contract ("FX Contract"); (ii) Default by the Borrower in payment of monies owing by it to anyone, including the Bank; (iii) Default in the performance of any other obligation of the Borrower under any agreement to which it is subject; or (iv) the Borrower is adjudged to be or voluntarily becomes bankrupt or insolvent or admits in writing to its inability to pay its debts as they come due or has a receiver appointed over its assets, the Bank shall be entitled without advance notice to the Borrower to close out and terminate all of the outstanding FX Contracts entered into hereunder, using normal commercial practices employed by the Bank, to determine the gain or loss for each terminated FX Contract. The Bank shall then be entitled to calculate a net termination value for all of the terminated FX Contracts which shall be the net sum of all the losses and gains arising from the termination of the FX Contracts which net sum shall be the "Close Out Value" of the terminated FX Contracts. The Borrower acknowledges that it shall be required to forthwith pay any positive Close Out Value owing to the Bank and the Bank shall be required to pay any negative Close Out Value owing to the Borrower, subject to any rights of set-off to which the Bank is entitled or subject.

## 25. SET-OFF

In addition to and not in limitation of any rights now or hereafter granted under applicable law, the Bank may at any time and from time to time without notice to the Borrower or any other Person, any notice being expressly waived by the Borrower, set-off and compensate and apply any and all deposits, general or special, time or demand, provisional or final, matured or unmatured, in any currency, and any other indebtedness or amount payable by the Bank (irrespective of the place of payment or booking office of the obligation), to or for the credit of or for the Borrower's account, including without limitation, any amount owed by the Bank to the Borrower under any FX Contract or other treasury or derivative product, against and on account of the indebtedness and liability under this Agreement notwithstanding that any of them are contingent or unmatured or in a different currency than the indebtedness and liability under this Agreement.

When applying a deposit or other obligation in a different currency than the indebtedness and liability under this Agreement to the indebtedness and liability under this Agreement, the Bank will convert the deposit or other obligation to the currency of the indebtedness and liability under this Agreement using the exchange rate determined by the Bank at the time of the conversion.

## 26. NON-MERGER

Notwithstanding the execution, delivery or registration of the Bank Security and notwithstanding any advances made pursuant thereto, this Agreement shall continue to be valid, binding and enforceable and shall not merge as a result thereof. Any default under this Agreement shall constitute concurrent default under the Bank Security. Any default under the Bank Security shall constitute concurrent default under this Agreement. In the event of any inconsistency between the terms of this Agreement and the terms of the Bank Security, the terms of this Agreement shall prevail and the inclusion of any term in the Bank Security that is not dealt with in this Agreement shall not be an inconsistency.

## 27. SEVERABILITY

In the event any one or more of the provisions of this Agreement shall for any reason, including under any applicable statute or rule of law, be held to be invalid, illegal or unenforceable, that part will be severed from this Agreement and will not affect the enforceability of the remaining provisions of this Agreement, which shall remain in full force and effect.

## 28. CONSENT TO THE COLLECTION AND/OR DISCLOSURE OF INFORMATION

In addition to any rights the Bank may have regarding the collection and disclosure of the Borrower's information, the Borrower authorizes the Bank to, without restriction and without notice to or further consent of the Borrower, obtain information about the Borrower from, and disclose information about the Borrower to, TD, other lenders, financial institutions, assignee or purchaser or all or any part of the Facilities herein, credit reporting or credit rating agencies, credit bureaus, auditors, governmental and regulatory authorities, references provided by the Borrower and any supplier, agent or other party that performs services for the Borrower or for the Bank.

## 29. MISCELLANEOUS

i) The Borrower has received a signed copy of this Agreement.

ii) If more than one Person, firm or corporation signs this Agreement as the Borrower, each party is jointly and severally liable hereunder, and the Bank may require payment of all amounts payable under this Agreement from any one of them, or a portion from each, but the Bank is released from any of its obligations by performing that obligation to any one of them. Each Borrower hereby acknowledges that each Borrower is an agent of each other Borrower and payment by any Borrower hereunder shall be deemed to be payment by the Borrower making the payment and by each other Borrower. Each payment, including interest payments, made will constitute an acknowledgment of the indebtedness and liability hereunder by each Borrower.

iii) Accounting terms will (to the extent not defined in this Agreement) be interpreted in accordance with accounting principles established from time to time by the Canadian Institute of Chartered Accountants (or any successor) consistently applied, and all financial statements and information provided to the Bank will be prepared in accordance with those principles.

iv) Unless stated otherwise, all amounts referred to herein are in Canadian dollars.

v) If the Borrower qualifies as an Eligible Enterprise and the Facilities hereunder are not secured by a mortgage on real property, (a) the Borrower has the right to cancel this Agreement without incurring a cancellation charge until the end of the third Business Day after the day on which this Agreement is entered into and (b) cancel any LC or GTF DLC issued pursuant to this Agreement, so long as the beneficiary thereunder presents such LC or GTF DLC for cancellation at the issuing branch described thereon and/or, at the Bank's discretion, provides written consent for the cancellation of such LC or GTF LC satisfactory to the Bank to the issuing branch described thereon, without incurring a cancellation charge until the end of the third business day after the day on which the Letter of Credit is issued; and may be entitled to the refund of certain fees other than (i) any amounts related to the use of the product or service prior to its cancellation; and (ii) any expense that the Bank has reasonably incurred in providing the product or service.

vi) If any payment hereunder becomes due and payable on a day which is not a Business Day, the due date of such payment shall be extended to the next succeeding Business Day on which such payment shall be due and payable. Notwithstanding the foregoing, if a payment with respect to a Term CORRA Loan, Daily Compounded CORRA Loan, Term SOFR Loan or Daily Simple SOFR Loan becomes due and payable on a day which is not a Business Day and the next succeeding Business Day is in a succeeding calendar month, the due date of such payment shall be the immediately preceding Business Day.

## 30. CONSENT TO TD HANDLING OF YOUR PERSONAL INFORMATION AND PRIVACY POLICY

In this Section 30 and elsewhere in this Agreement, where applicable, "you" and "your" means the Borrower and "we", "our" and "us" means the Bank.

**You consent to Our Privacy Policy.** You agree that the Bank (which includes The Toronto- Dominion Bank and affiliated companies) may handle your personal information as we set out in our Privacy Policy. You can find our Privacy Policy online at td.com/privacy.

**You have choices.** The Privacy Policy outlines your options, where available, to refuse or withdraw your consent.

**Here is a summary of our Privacy Policy.**

***We collect, use, share and retain your information to:***

- Identify you
- Process your application
- Provide you ongoing service
- Communicate with you
- Personalize our relationship with you
- Improve TD products and services
- Protect against fraud, financial abuse and error
- Manage and assess our risks
- Meet legal and regulatory obligations

***We collect information (for the purposes set out above) from you and others including:***

- Payment card networks
- Lenders
- Insurers
- Fraud prevention agencies and registries
- Any other people you have allowed us to contact
- From your interactions with us, including on your mobile device or the internet, cameras at our property and records of your use of our products and services

***We may share your information (for the purposes set out above) with these parties. Some of them may be located outside your Province/territory or outside Canada:***

- TD affiliates
- Fraud prevention agencies and registries
- Lenders
- Companies that we work with to provide products or services
- Insurers
- Payment card networks
- Meet legal and regulatory obligations

***We retain your information:***

We keep your information for as long as we reasonably need it for the purposes set out above.

***We may communicate with you:***

We may communicate with you about your application. And about your existing and other products and services that may be of interest to you. We may contact you by mail, phone at the number(s) you have provided, text, email or other electronic methods. You can opt out of receiving offers or choose how we contact you for marketing campaign purposes. To do so, visit a TD branch or call us at 1-866-222-3456.

**Application of Privacy Policy to Related Parties**

**If:**

a) there are changes to the signing authorities of the Borrower; or

b) at the time of obtaining a product or service from us, the Borrower, if a corporation, has any individual who owns or controls, directly or indirectly, 25 per cent or more of the shares of the corporation, or has any director, where such individual or director is not, at such time, either a signing authority of the corporation or a personal banking customer of the Bank; or

c) at the time of obtaining a product or service from us, the Borrower, if other than a corporation, has any individual who owns or controls, directly or indirectly, 25 per cent or more of the Borrower, where such individual is not, at such time, either a signing authority of the Borrower or a personal banking customer of the Bank;

then the Borrower agrees to make such signing authorities and any such individual or director aware of the Privacy Policy, advise them that they are subject to such policy and inform them that a copy of such policy is available at any TD Canada Trust branch or online at td.com.

The above sections b) and c) shall not apply where the Borrower is a public body, or a corporation that has minimum net assets of $75 million on its last audited balance sheet and whose shares are traded on a Canadian stock exchange or a stock exchange that is prescribed by section 3201 of the Income Tax Regulations, as may be amended from time to time, and operates in a country that is a member of the Financial Action Task Force.

## 31. CUSTOMER RESOLUTION PROCESS

Refer to our complaint handling procedures in our brochure, *Do you have a complaint?*. You can find this brochure at any retail branch, Commercial Banking Centre, or on our website at td.com.

## 32. DEFINITIONS

Capitalized terms used in this Agreement shall have the following meanings:

*"Agreement"* means the agreement between the Bank and the Borrower set out in the Letter, this Schedule "A" - Standard Terms and Conditions and Schedule "B" - LC and GTF DLC Terms and Conditions, Rates and Payment Terms Notices and other notices provided by the Bank to the Borrower in connection with this Agreement and, if applicable, the GTF Documents as each may be amended from time to time.

*"All-In Rate"* means the greater of the interest rates that the Borrower pays for a variable rate loan, a Term CORRA Loan, a Term SOFR Loan or the highest fixed rate paid for Fixed Rate Term Loans.

*"Appraised Value"* means the market value of the real property mortgaged under the Bank Security as determined by an appraisal conducted by any Bank-approved person holding the designation of A.A.C.I (Accredited Appraiser Canadian Institute), S.R.A.S. (Senior Realty Appraiser) or from L'Ordre des Evaluateurs Agrees du Quebec using the Uniform Standards of Professional Appraisal Practice.

*"Available Tenor"* means, with respect to the applicable then-current Benchmark, (x) if such Benchmark is a term rate, any tenor for such Benchmark (or component thereof) that is or may be used for determining the length of an interest period pursuant to this

Agreement or (y) otherwise, any payment period for interest calculated with reference to such Benchmark (or component thereof) that is or may be used for determining any frequency of making payments of interest calculated with reference to such Benchmark pursuant to this Agreement.

*"Benchmark"* means the Term SOFR Reference Rate, Daily Simple SOFR, Term CORRA Reference Rate, or Daily Compounded CORRA, as the case may be.

*"Benchmark Administrator"* means, with respect to a Benchmark, the administrator of such Benchmark (or the published component used in the calculation thereof).

*"Benchmark Replacement Date"* means, with respect to a Benchmark, a date and time determined by the Bank, which date shall be no later than the earliest to occur of: (a) in the case of clause (x) of the definition of "Benchmark Transition Event," the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the Benchmark Administrator permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or (b) in the case of clause (y) of the definition of "Benchmark Transition Event," the first date on which the regulatory supervisor for the Benchmark Administrator announces that such Benchmark is non-representative, even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

*"Benchmark Transition Event"* means the occurrence of a public statement or publication of information (x) by (i) or on behalf of the Benchmark Administrator, (ii) the regulatory supervisor for the Benchmark Administrator, (iii) the Bank of Canada, (iv) an insolvency official with jurisdiction over the Benchmark Administrator, (v) a resolution authority with jurisdiction over the Benchmark Administrator, or (vi) a court or an entity with similar insolvency or resolution authority over the Benchmark Administrator, announcing that the Benchmark Administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or (y) by the regulatory supervisor for the Benchmark Administrator announcing that all Available Tenors of such Benchmark (or such component thereof) are not, or as of a specified future date will not be, representative.

*"Branch/Centre"* means The Toronto-Dominion Bank branch or banking centre noted on the first page of the Letter, or such other branch or centre as may from time to time be designated by the Bank.

*"Business Day"* means any day (other than a Saturday or Sunday) that the Branch/Centre is open for business, provided that when used in connection with Term SOFR loans, the term Business Day shall exclude any day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

*"Contractual Term Maturity Date"* means the last day of the Contractual Term period. If the Letter does not set out a specific Contractual Term period but rather refers to a period of time up to which the Contractual Term Maturity Date can occur, the Bank and the Borrower must agree on a Contractual Term Maturity Date before first drawdown, which Contractual Term Maturity Date will be set out in the Rate and Payment Terms Notice.

*"CORRA"* means the Canadian Overnight Repo Rate Average administered and published by the CORRA Administrator.

*"CORRA Administrator"* the Bank of Canada (or any successor administrator).

*"Cross Default Threshold"* means the cross-default threshold set out in the Letter. If no such cross-default threshold is set out in the Letter it will be deemed to be zero.

*"Current Account"* means the account established by the Borrower with the Bank for the conduct of the Borrower's day-to-day banking business in Canadian dollars.

*"Daily Compounded CORRA"* means, for any day (a "*CORRA Rate Day*"), CORRA with interest accruing on a compounded daily basis, with the methodology and conventions for this rate (which will include compounding in arrears with a lookback) being established by the Bank in accordance with the methodology and conventions for this rate selected or recommended by the Bank of Canada, or a committee officially endorsed or convened by the Bank of Canada, or any successor thereto, for determining compounded CORRA for business loans; provided that if the Bank decides that any such convention is not administratively feasible for the Bank, then the Bank may establish another convention in its reasonable discretion; and provided that if the administrator has not provided or published CORRA and a Benchmark Replacement Date with respect to CORRA has not occurred, then, in respect of any day for which CORRA is required, references to CORRA will be deemed to be references to the last provided or published CORRA.

For the avoidance of doubt, from the date hereof until such date that the Bank determines that the methodology and conventions described above have changed, CORRA, as used in the definition of Daily Compounded CORRA, shall mean, for any CORRA Rate Day, a rate per annum equal to the greater of (a) CORRA for the day (such day, a "*CORRA Determination Day*") that is five (5) Business Days prior to (i)

if such CORRA Rate Day is a Business Day, such CORRA Rate Day or (ii) if such CORRA Rate Day is not a Business Day, the Business Day immediately preceding such CORRA Rate Day, in each case, as such CORRA is published by the CORRA Administrator on the CORRA Administrator's Website, and (b) zero percent. If by 5:00 p.m. (Toronto time) on the second (2nd) Business Day immediately following any CORRA Determination Day, CORRA in respect of such CORRA Determination Day has not been published on the CORRA Administrator's Website and a Benchmark Replacement Date with respect to the Daily Compounded CORRA has not occurred, then CORRA for such CORRA Determination Day will be CORRA as published in respect of the first preceding Business Day for which such CORRA was published on the CORRA Administrator's Website; provided that any CORRA determined pursuant to this sentence shall be utilized for purposes of calculation of Daily Compounded CORRA for no more than three (3) consecutive CORRA Rate Days.

*"Daily Simple SOFR"* means, for any day (a "*SOFR Rate Day*"), SOFR with interest accruing on a simple daily basis, with the methodology and conventions for this rate (which will include a lookback) being established by the Bank in accordance with the methodology and conventions for this rate selected or recommended by the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate), or any successor thereto, for determining daily simple SOFR for business loans; provided that if the Bank decides that any such convention is not administratively feasible for the Bank, then the Bank may establish another convention in its reasonable discretion; and provided that if the administrator has not provided or published SOFR and a Benchmark Replacement Date with respect to SOFR has not occurred, then, in respect of any day for which SOFR is required, references to SOFR will be deemed to be references to the last provided or published SOFR. Any change in Daily Simple SOFR due to a change in SOFR shall be effective from and including the effective date of such change in SOFR without notice to the Borrower.

For the avoidance of doubt, from the date hereof until such date that the Bank determines that the methodology and conventions described above have changed, Daily Simple SOFR shall mean, for any SOFR Rate Day, a rate per annum equal to the greater of (a) SOFR for the day (such day, a "*SOFR Determination Day*") that is five (5) Business Days prior to (i) if such SOFR Rate Day is a Business Day, such SOFR Rate Day or (ii) if such SOFR Rate Day is not a Business Day, the Business Day immediately preceding such SOFR Rate Day, in each case, as such SOFR is published by the SOFR Administrator on the SOFR Administrator's Website, and (b) zero percent. If by 5:00 p.m. (New York City time) on the second (2nd) Business Day immediately following any SOFR Determination Day, SOFR in respect of such SOFR Determination Day has not been published on the SOFR Administrator's Website and a Benchmark Replacement Date with respect to the Daily Simple SOFR has not occurred, then SOFR for such SOFR Determination Day will be SOFR as published in respect of the first preceding Business Day for which such SOFR was published on the SOFR Administrator's Website; provided that any SOFR determined pursuant to this sentence shall be utilized for purposes of calculation of Daily Simple SOFR for no more than three (3) consecutive SOFR Rate Days.

*"Eligible Enterprise"* means, as defined in the Bank Act, a business with authorized credit of less than CAD$1,000,000, fewer than 500 employees and annual revenues of less than CAD$50,000,000.

*"Fixed Rate Term Loan"* means any loan under a Term Loan Facility or a Mortgage Loan Facility with a fixed interest rate, which, for greater certainty, shall not include Term CORRA Loans or Term SOFR Loans.

*"Floating Rate Term Loan"* means any loan under a Term Loan Facility or a Mortgage Loan Facility with a variable interest rate, which, for greater certainty, shall not include Term CORRA Loans or Term SOFR Loans.

*"Global Trade Finance Letter of Credit"* or *"GTF LC"* means a GTF DLC (documentary letter of credit), GTF SBLC (standby letter of credit or demand guarantee) or similar instrument in form and substance satisfactory to the Bank applied for and issued through TD Securities Global Trade Finance.

*"GTF Documents"* means the Documentary Letter of Credit Application Form, General Trade Finance Agreement, Irrevocable Demand Guarantee / Irrevocable Standby Letter of Credit Application Form, TDfacilitrade Application Form, or other agreements required for the issuance of a GTF LC.

*"Inventory Value"* means, at any time of determination, the total value (based on the lower of cost or market) of the Borrower's inventories that are subject to the Bank Security (other than (i) those inventories supplied by trade creditors who at that time have not been fully paid and would have a right to repossess all or part of such inventories if the Borrower were then either bankrupt or in receivership, (ii) those inventories comprising work in process and (iii) those inventories that the Bank may from time to time designate in its sole discretion) minus the total amount of any claims, liens or encumbrances on those inventories having or purporting to have priority over the Bank.

*"Letter"* means the letter from the Bank to the Borrower to which this Schedule "A" - Standard Terms and Conditions and Schedule "B" - LC and GTF DLC Terms and Conditions are attached.

*"Letter of Credit"* or *"LC"* means a documentary letter of credit, standby letter of credit, demand guarantee or similar instrument in form and substance satisfactory to the Bank, not including GTF LCs.

*"Material Adverse Change"* means any change, effect, event or occurrence (direct or indirect) with respect to the condition (financial or otherwise), reputation, assets, property (including, without limitation, the value of any real property mortgaged under the Bank Security), income (including, without limitation, the vacancy rate or the income earned on any real property mortgaged under the Bank Security), liabilities, obligations (whether absolute, accrued, conditional or otherwise), business, operations, results of operations or prospects of the Borrower, any of the Borrower's subsidiaries or any of the Guarantors, whether of a short term or long term duration, and whether arising from events or circumstances or risks that are known or unknown to the Bank at the date of this Agreement, that is determined by the Bank, in its sole discretion, to be, or has the potential to be, material and adverse to the Borrower, any of the Borrower's subsidiaries or any of the Guarantors.

*"Maturity Date"* for a Facility, means the date on which all amounts outstanding under such Facility are due and payable to the Bank

*"Person"* includes any individual, sole proprietorship, corporation, partnership, joint venture, trust, unincorporated association, association, institution, entity, party, or government (whether national, federal, provincial, state, municipal, city, county, or otherwise and including any instrumentality, division, agency, body, or department thereof).

*"Prime Rate"* means the rate of interest per annum (based on a 365 day year) established and reported by the Bank to the Bank of Canada from time to time as the reference rate of interest for determination of interest rates that the Bank charges to customers of varying degrees of creditworthiness in Canada for Canadian dollar loans made by it in Canada.

*"Purchase Money Security Interest"* means a security interest on an asset which is granted to a lender or to the seller of such asset in order to secure the purchase price of such asset or a loan incurred to acquire such asset, provided that the amount secured by the security interest does not exceed the cost of the asset and provided that the Borrower provides written notice to the Bank prior to the creation of the security interest, and the creditor under the security interest has, if requested by the Bank, entered into an inter-creditor agreement with the Bank, in a format acceptable to the Bank.

*"Rate Term"* means that period of time as selected by the Borrower from the options offered to it by the Bank, during which a Fixed Rate Term Loan will bear a particular interest rate. If no Rate Term is selected, the Borrower will be deemed to have selected a Rate Term of 1 year.

*"Rate Term Maturity"* means the last day of a Rate Term which day may never exceed the Contractual Term Maturity Date.

*"Rate and Payment Terms Notice"* means the written notice sent by the Bank to the Borrower setting out the interest rate and payment terms for a particular drawdown, which Rate and Payment Terms Notice shall form part of this Agreement.

*"Receivable Value"* means, at any time of determination, the total value of those of the Borrower's trade accounts receivable that are subject to the Bank Security other than (i) those accounts then outstanding for 90 days, (ii) those accounts owing by Persons, firms or corporations affiliated with the Borrower, (iii) those accounts that the Bank may from time to time designate in its sole discretion, (iv) those accounts subject to any claim, liens, or encumbrance having or purporting to have priority over the Bank, (v) those accounts which are subject to a claim of set-off by the obligor under such account, MINUS the total amount of all claims, liens, or encumbrances on those receivables having or purporting to have priority over the Bank.

*"Receivables/Inventory Summary"* means a summary of the Borrower's trade account receivables and inventories, in form as the Bank may require and certified by a senior officer/representative of the Borrower.

*"SOFR"* means, with respect to any Business Day, a rate per annum equal to the secured overnight financing rate for such Business Day published by the SOFR Administrator on the website of the Federal Reserve Bank of New York, currently at http://www.newyorkfed.org (or any successor source for the secured overnight financing rate identified as such by the administrator of the secured financing rate from time to time), on the immediately succeeding Business Day.

*"SOFR Administrator"* means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

*"Term CORRA"* means, for the applicable corresponding interest period of a Term CORRA Loan, the Term CORRA Reference Rate for an interest period comparable to the applicable selected interest period on the day (such day, the "Periodic Term CORRA Determination Day") that is two (2) Business Days prior to the first day of such selected period, as such rate is published by the Term CORRA Administrator; provided, however, if as of 1:00 P.M. (Toronto time) on any Periodic Term CORRA Determination Day the Term CORRA Reference Rate for the applicable interest period has not been published by the Term CORRA Administrator and a Benchmark Replacement Date with respect to Term CORRA has not occurred, then Term CORRA will be the Term CORRA Reference Rate for such interest period as published by the Term CORRA Administrator on the first preceding Business Day for which such Term CORRA Reference Rate for such interest period was published by the Term CORRA Administrator so long as such first preceding Business Day is not more than three (3) Business Days prior to such Periodic Term CORRA Determination Day.

*"Term CORRA Administrator"* means Candeal Benchmark Administration Services Inc., TSX Inc. (or a successor administrator of the Term CORRA Reference Rate selected by the Bank in its reasonable discretion).

*"Term CORRA Reference Rate"* means, for the applicable corresponding interest period, the forward-looking term rate based on CORRA.

*"Term SOFR"* means, for the applicable corresponding interest period of a Term SOFR Loan, the Term SOFR Reference Rate for an interest period comparable to the applicable selected interest period on the day (such day, the "Periodic Term SOFR Determination Day") that is two (2) Business Days prior to the first day of such selected period, as such rate is published by the Term SOFR Administrator; provided, however, if as of 5:00 P.M. (New York City time) on any Periodic Term SOFR Determination Day the Term SOFR Reference Rate for the applicable interest period has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to Term SOFR has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such interest period as published by the Term SOFR Administrator on the first preceding Business Day for which such Term SOFR Reference Rate for such interest period was published by the Term SOFR Administrator so long as such first preceding Business Day is not more than three (3) Business Days prior to such Periodic Term SOFR Determination Day.

*"Term SOFR Administrator"* means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Bank in its reasonable discretion).

*"Term SOFR Reference Rate"* means, for the applicable corresponding interest period, the forward-looking term rate based on SOFR.

*"USBR"* means the rate of interest per annum (based on a 365 day year) established by the Bank from time to time *as the US Base Rate and published on the Bank's website.*

*"USD"* or *"USD Equivalent"* means, on any date, the equivalent amount in United States Dollars after giving effect to a conversion of a specified amount of Canadian Dollars to United States Dollars at the exchange rate determined by the Bank at the time of the conversion.

*"USD Current Account"* means the account established by the Borrower with the Bank for the conduct of the Borrower's day-to-day banking business in United States dollars.

*"U.S. Prime Rate"* means the rate of interest per annum (based on a 365 day year) established by the Bank from time to time as the U.S. Prime Rate and published on the Bank's website.

| Mortgagor | Address | Property Type (Residential, Commercial, etc.) | Property Legal Description (PID) | Land Title Registratrion Number |
|---|---|---|---|---|
| Sumal | 5455 Yellowhead Highway Kamloops | residential | | |
| Headhunters Hair | 350 Seymour St. Kamloops | commercial | | |
| Hunter | 5664 Canim Hendrix Rd. Williams Lake | Residential | | |
| Hunter | 5664 Canim Hendrix Rd. Williams Lake | residential | | |
| McMahon | 818 Clearwater Village Rd. | residential ranch | | |
| North 51 Holdings | Lot 2, SEC 23 Revelstoke BC | development parcel | | |
| Farough | 3796 Copper Creek Rd. Kamloops (Red Lake) | Two parcels of land | | |
| Farough | 3796 Copper Creek Rd. Kamloops (Red Lake) | house and parcel of land | | |
| MCH Developments | 1608 Emerald Dr. Kamloops | residential | | |
| Perry | 636 Battle St. Kamloops | residential | | |
| Eisan | 312 - 360 Battle St. Kamloops | apartment | | |
| North 51 Holdings | Center St. Revelstoke | Duplex in revelstoke | | |
| Lev-Son Construction | Beachmount Kamloops | Residential | | |
| Farough, Sandra | 3796 Copper Creek Rd. Kamloops (Red Lake) | lot of land | | |
| Kamloops Heating & Air | 2713 Beachmount , Kamloops | residential | | |
| Tri-Amm Developments | 604 Lorne St. Kamloops BC | townhouse | | |
| Moga Moms Online Inc. | 1665 Ellis St. Kelowna BC | promissory note | | |
| 1079336 B.C. Ltd. | 2965 Gilbert Rd Kamloops | residential | | |
| Fraser | 1800 Woodridge Rd. Quesnel | residential | | |
| Kampan Developments | 33 - 2200 Linfield Dr. Kamloops | Residential | | |
| McKay | 723 Park Drive Clearwater | Residential | | |
| Hunt | 2620 Silver Birch Lane Pritchard | residential | | |
| HKR Builders | 2155 Lupin Court Kamloops | residential | | |
| Leggit | 5632 Rodeo Dr. Kamloops, BC | residential | | |
| MacFin Developments | 16-1900 Ord Road | duplex | | |
| Lougheed | 3920 Heffley-Louis Creek Rd. | residential ranch | | |
| K&C's Construction | Lot F Copperview Drive, Blind bay, BC | residential | | |
| North 51 Holdings | Center St. Revelstoke | Duplex | | |
| Kamloops Builders Inc. | 6515 & 6519 Savona Access Rd. | Duplex | | |
| Ojavee Homes | 8097 Simkin Rd Chase | Residential | | |
| 1043181 AB Ltd. | 5-1885 Tappen Notch Hill Road | mobile home park/lands | | |
| Clearwater Enterprises | 8678 Boultbee Rd. Lac Des Roches | Cabin | | |
| Wild Duck Inn & Pub Ltd. | 1720 Fremont St. Port Coquitlam | Commercial land | | |
| Bernhard Hovenkamp | 7265 Heffley Louis Creek Road, Louis Creek | Residential | | |
| Joe Carhoun | 1545 Hugh Allan Dr. Kamloops | Land | | |
| 0939041 BC Ltd. | Lot 52 Panoramic Way | construction | | |
| Peter McCurrach | 2410 Rocky Point Road | residential | | |

| Rural | If Rural, under 5,000 population or over 100km from Urban Centre | Purchase Price | Appraised Value | Current Value (If there is updated valuation available) |
|---|---|---|---|---|
| N | Qualifying | | | |
| N | Qualifying | | | |
| Y | Non qualifying | | | |
| Y | Non qualifying | | | |
| Y | Non qualifying | | | |
| N | qualifying | | | |
| Y | Qualifying | | | |
| Y | Qualifying | | | |
| N | Qualifying | | | |
| N | Qualifying | | | |
| N | Qualifying | | | |
| N | Qualifying | | | |
| N | Qualifying | | | |
| Y | Qualifying | | | |
| N | Qualifying | | | |
| N | Qualifying | | | |
| N | Qualifying | | | |
| N | Qualifying | | | |
| N | Qualifying | | | |
| N | Qualifying | | | |
| Y | Non qualifying | | | |
| N | Qualifying | | | |
| N | Qualifying | | | |
| N | Qualifying | | | |
| N | Qualifying | | | |
| Y | Qualifying | | | |
| N | Qualifying | | | |
| N | Qualifying | | | |
| Y | Qualifying | | | |
| Y | Qualifying | | | |
| Y | Qualifying | | | |
| Y | Non qualifying | | | |
| N | qualifying | | | |
| Y | qualifying | | | |
| N | qualifying | | | |
| Y | Qualifying | | | |
| Y | Qualifying | | | |

| Priority of Charge | Details of any Prior Encumbrances | Outstanding Principal Balance of Mortgage | Loan to Value (including prior encumbrances if any) | Interest Only (Y/N) | Term Start Date | Maturity Date |
|---|---|---|---|---|---|---|
| 1 | | | 68 | Yes | | Aug.15/26 |
| 1 | | | 75 | No | | July 15/26 |
| 1 | | | 64.2 | Yes | | July 1/26 |
| 2 | | | 65 | No | | Nov. 15/26 |
| 1 | | | 30 | Yes | | Aug 15/26 |
| 1 | | | 26 | Yes | | Dec 14/26 |
| 1 | | | 52 | Yes | | Mar 1/27 |
| 2 | | | 76 | Yes | | June 1/26 |
| 1 | | | 32 | Yes | | Sept 1/26 |
| 1 | | | 12 | Yes | | May 15/26 |
| 1 | | | 30 | Yes | | July 1/26 |
| 1 | | | 60 | Yes | | October 15/26 |
| 1 | | | 35 | Yes | | January 15/27 |
| 1 | | | 75 | Yes | | Mar 15/27 |
| 1 | | | 70 | Yes | | Apr 1/26 |
| 2 | | | 60 | Yes | | Aug 15/26 |
| 1 | | | 70 | Yes | | Apr 15/26 |
| 1 | | | 65 | Yes | | July 15/26 |
| 1 | | | 40 | Yes | | Nov. 1/26 |
| 1 | | | 50 | Yes | | June 1/26 |
| 1 | | | 45 | Yes | | Dec 1/26 |
| 2 | | | 41.67 | Yes | | Dec 1/26 |
| 1 | | | 60 | Yes | | Mar 1/27 |
| 1 | | | 60 | Yes | | May 15/26 |
| 1 | | | 46 | Yes | | Sept 1/26 |
| 2 | | | 60 | Yes | | Sept 1/26 |
| 1 | | | 25 | Yes | | Sept 1/26 |
| 1 | | | 50 | Yes | | Sept 1/26 |
| 2 | | | 60 | Yes | | Nov 1/26 |
| 1 | | | 50 | Yes | | Oct 1/26 |
| 1 | | | 50 | Yes | | Dec 15/26 |
| 1 | | | 40 | Yes | | Nov 15/26 |
| 1 | | | 25 | Yes | | Nov 15/26 |
| 1 | | | 60 | Yes | | Dec 15/26 |
| 1 | | | 50 | Yes | | July 15/26 |
| 1 | | | 63 | Yes | | Feb 1/27 |
| 1 | | | 45 | Yes | | July 15/26 |

**Average LTV**

50.97

| Payment Amount | Payment Frequency | # Days Pmt in Arrears | Interest Rate | Qual Con 1st | Qual Res 1st | Qual Res 2nd | Non-Qual Res | Other |
|---|---|---|---|---|---|---|---|---|
| | | | 10 | | 52,181 | | - | - |
| | | | 8 | | - | | 122,813 | - |
| | | | 12 | | - | | 225,000 | - |
| | | | 12 | | - | | 93,769 | - |
| | | | 12 | | - | | 299,601 | - |
| | | | 10 | | - | | 900,000 | - |
| | | | 10 | | - | | 465,000 | - |
| | | | 12 | | - | | 224,000 | - |
| | | | 10 | | 400,000 | | - | - |
| | | | 14 | | 447,490 | | - | - |
| | | | 12 | | 171,400 | | - | - |
| | | | 16 | | - | | 1,149,008 | - |
| | | | 10 | | - | | 430,000 | 209,000 |
| | | | 12 | | - | | $ - | - |
| | | | 10 | | 400,000 | | | 100,000 |
| | | | 10 | | - | | 500,002 | - |
| | | | 10 | | - | | - | - |
| | | | 10 | | - | | 600,000 | - |
| | | | 10 | | 345,000 | | 200,000 | - |
| | | | 10 | | 550,000 | | | - |
| | | | 13 | | - | | 100,000 | - |
| | | | 14 | | - | 64,800 | - | - |
| | | | 10 | | - | | 600,000 | - |
| | | | 10 | | 400,000 | | - | - |
| | | | 9 | | 280,000 | | - | - |
| | | | 10 | | - | | 100,000 | - |
| | | | 9 | | 225,000 | | - | - |
| | | | 16 | | - | | 140,425 | - |
| | | | 10 | | 400,000 | | - | 0 |
| | | | 10 | | 400,000 | | - | |
| | | | 14 | | - | | - | 1,095,000 |
| | | | 10 | | - | | - | 400,000 |
| | | | 10 | | - | | - | 420,000 |
| | | | 12 | | 259,945 | | - | - |
| | | | 10 | | - | | - | 500,000 |
| | | | 11 | 575,000 | - | | - | - |
| | | | 9.5 | | - | | - | 300,000 |
| | | | | 575,000 | 4,331,017 | 64,800 | 6,149,617 | 3,024,000 |

| Total |
|---|
| 52,181 |
| 122,813 |
| 225,000 |
| 93,769 |
| 299,601 |
| 900,000 |
| 465,000 |
| 224,000 |
| 400,000 |
| 447,490 |
| 171,400 |
| 1,149,008 |
| 639,000 |
| - |
| 500,000 |
| 500,002 |
| - |
| 600,000 |
| 545,000 |
| 550,000 |
| 100,000 |
| 64,800 |
| 600,000 |
| 400,000 |
| 280,000 |
| 100,000 |
| 225,000 |
| 140,425 |
| 400,000 |
| 400,000 |
| 1,095,000 |
| 400,000 |
| 420,000 |
| 259,945 |
| 500,000 |
| 575,000 |
| 300,000 |
| - |
| 14,144,434 |

**Borrowing Base Calculation**

| | | | |
|---|---|---|---|
| **Date of Portfolio** | | | Mar-26 |
| **Total Portfolio** | | $ | 14,144,434 |
| | | | |
| **Total Qualifying Residential 1st** | - | | |
| **Total Qualifying Residential 1st @** | **75%** | | #VALUE! |
| | | | |
| **Total Qualifying Residential 1st (Interest Only)** | 4,331,017 | | |
| **Total Qualifying Residential 1st (Interest Only) @** | **65%** | | 2,815,160.82 |
| | | | |
| **Total Qualifying Residential 2nd** | 64,800 | | |
| **Total Qualifying Residential 2nd @** | **65%** | | 42,120 |
| | | | |
| **Total Marginable Amount** | | | 2,857,281 |
| | | | |
| **Facility #1 BCRS Limit** | | **$** | **2,000,000** |
| **Surplus/(Shortfall)** | | **$** | **857,281** |

I) CAD $ 2,000,000.00 and,

ii) 75% of qualified residential first mortgages, plus 65% of qualified first and second position "interest only" mortgages on residential properties net of any mortgages which are 60 days or more in arrears.

Whereas:

Residential mortgages defined as single family homes, condominiums, townhomes, and apartment buildings. No value will be given for mortgages on mobile homes, house under construction, commercial and industrial properties, serviced or unserviced, bare land, recreational property or shared mortgages.

No value will be given to residential first mortgages beyond $550,000 or if a mortgage exceeds 75% of appraised value, or to a second mortgage beyond $200,000 or if a total of first and second mortgage exceeds 75% of appraised value.

Mortgages to a maximum of $75,000 will be permitted without an appraisal provided total encumbrances do not exceed 50% of the current BCAA.
For asset valuation purposes, value is only to be given for the first 25 acres of property mortgaged. Appraisals on all future properties are to identify this value.

Qualifying location of mortgaged properties to be in areas approved for TD Canada Trust conventional residential mortgages. Properties located in an area with a population of a minimum of 5,000 or within 100km of an Urban Centre (30,000 population).

**Non-Urban Centre:**

Any city that is not considered Major Urban or Urban

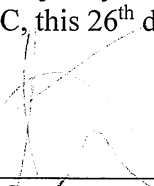
Small Communities – properties located in or near a Non-Urban centre with a population base <5,000 and is >100km from an Urban or Major Urban Centre.
Default insurance is required for purchase transactions

Exception to default insurance (purchase/refinance applications)

LTV up to 65% or

Property is located in a community where there is a TD branch (provided the community is not on the Restricted Community list)

This is Exhibit "J" referred to in the affidavit of Taunja Byers affirmed before me at Vancouver, BC, this 26th day of October 2026.



*A Commissioner for taking Affidavits within British Columbia*

**Lily Y. Zhang**

**From:** Hoogstins, Samantha <Samantha.Hoogstins@td.com>
**Sent:** Tuesday, July 28, 2026 3:05 PM
**To:** Jamie Stewart
**Subject:** Excess in account / Follow-up on Loan Agreement and docs

**Importance:** High

Hi Jamie,

Please be advised that Stewart Mortgage Corp. account ending 281 is currently overdrawn $274.56.

Additionally, still waiting on the signed Loan Agreement to be returned and the updated mortgage portfolio.

Hope you're enjoying your vacation. Thanks kindly,

**Samantha Hoogstins | Account Manager | TD Commercial Banking**
Transit #9158 | 301 Victoria Street, Unit 340, Kamloops, British Columbia V2C 2A3
C: 250 574 9065 | Fax: 250 314 5066

This is Exhibit "K" referred to in the affidavit of Taunja Byers affirmed before me at Vancouver, BC, this 26th day of October 2026.

*A Commissioner for taking Affidavits within British Columbia*

**Lily Y. Zhang**

**From:** Hoogstins, Samantha <Samantha.Hoogstins@td.com>
**Sent:** Tuesday, August 4, 2026 10:24 AM
**To:** Jamie Stewart
**Subject:** RE: Reports

Hi Jamie,

Hope you had a good long weekend. Thank you for the update.

If you'd like me to send the document in e-sign, please advise. I will just need to know who the other signor will be and confirm their email and phone number accordingly.

For the reports, if you could even just do up June or July per the new format sent to you that would be great!

Thanks kindly,

**Samantha Hoogstins | Account Manager | TD Commercial Banking**
Transit #9158 | 301 Victoria Street, Unit 340, Kamloops, British Columbia V2C 2A3
C: 250 574 9065 | Fax: 250 314 5066

**From:** Jamie Stewart <jamie@stewartmortgage.ca>
**Sent:** Tuesday, August 4, 2026 9:39 AM
**To:** Hoogstins, Samantha <Samantha.Hoogstins@td.com>
**Subject:** Reports

CAUTION: EXTERNAL MAIL. DO NOT CLICK ON LINKS OR OPEN ATTACHMENTS YOU DO NOT TRUST
ATTENTION : COURRIEL EXTERNE. NE CLIQUEZ PAS SUR DES LIENS ET N'OUVREZ PAS DE PIÈCES JOINTES AUXQUELS VOUS NE FAITES PAS CONFIANCE

Hi Sam

I will have the reports and the agreement back to you this week for sure.

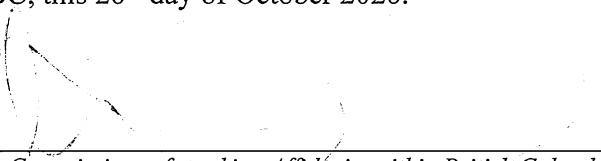
Thank you

Jamie Stewart
**Stewart Mortgage Corp.**
A: 207 - 310 Nicola St.
P: 250.372.1995 F: 250.374.4945
E: jamie@stewartmortgage.ca W: www.stewartmortgage.ca

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Sent from my iPhone

This is Exhibit "L" referred to in the affidavit of Taunja Byers affirmed before me at Vancouver, BC, this 26th day of October 2026.



*A Commissioner for taking Affidavits within British Columbia*

**Lily Y. Zhang**

**From:** Hoogstins, Samantha <Samantha.Hoogstins@td.com>
**Sent:** Monday, August 10, 2026 12:57 PM
**To:** Jamie Stewart; Raven, Sterling
**Subject:** RE: Kam-Mic Letter Agreement and Reporting

Thanks for the update Jamie

**Samantha Hoogstins | Account Manager | TD Commercial Banking**
Transit #9158 | 301 Victoria Street, Unit 340, Kamloops, British Columbia V2C 2A3
C: 250 574 9065 | Fax: 250 314 5066

**From:** Jamie Stewart <jamie@stewartmortgage.ca>
**Sent:** Monday, August 10, 2026 11:57 AM
**To:** Raven, Sterling <Sterling.Raven@td.com>
**Cc:** Hoogstins, Samantha <Samantha.Hoogstins@td.com>
**Subject:** Re: Kam-Mic Letter Agreement and Reporting

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ATTENTION : COURRIEL EXTERNE. NE CLIQUEZ PAS SUR DES LIENS ET N'OUVREZ PAS DE PIÈCES JOINTES AUXQUELS VOUS NE FAITES PAS CONFIANCE

Hi Sterling

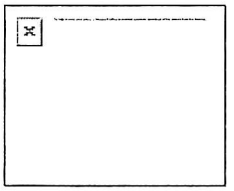
I apologize for the delay on getting these items back to you.

I did anticipate to get the report back to Sam at the end of last week and I meant to get her an update before the weekend with an update and then I was called away for a family emergency. I do almost have everything inputted onto the form which has taken more time than I thought it was going to.

I am coming back to town later tonight and I will be working on this again to complete them so I will get you these items within the next couple of days. Once I have the template completed and all of the information inputted there won't be any issues going forward to have you the reports monthly before the deadlines.

Thank you

--



Jamie Stewart
**Stewart Mortgage Corp.**
**A:** 207 - 310 Nicola St. Kamloops, BC V2C 2P5
**P:** 250.372.1995 **F:** 250.374.4945
**E:** jamie@stewartmortgage.ca **W:** www.stewartmortgage.ca

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recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.

On Aug 10, 2026, at 09:05, Raven, Sterling <Sterling.Raven@td.com> wrote:

Hi Jamie,

Reaching out regarding the outstanding letter agreement and reporting for Kam Mic. We previously met when you came to our office.

Hoping to get an update about the status of the letter agreement and reporting. This was committed to be returned by August 7, 2026.

I also wanted to remind you that this is a demand facility and we have the ability to reduce or call the balance at any time. We have been patient up to this point during the proposed changes outlined in the letter agreement, while recognizing there has been overages on the line position during the year.

Happy to chat further. I can be reached at 250-571-4184.

If myself or Sam does not hear back from you on this, we will commence reducing the line limit from its current $2,000,000 position. This may result in overages that you will need to cover.

Thanks and hope to hear from you,

**Sterling Raven, CPA | Senior Manager Commercial Services | TD Commercial Banking**
Transit #9158 | BC Interior Commercial Center |
Unit 340 – 301 Victoria St. | Kamloops | BC | V2C 2A3
C: 250-571-4184 F: 250-314-5066
Email: sterling.raven@td.com

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This is Exhibit "M" referred to in the affidavit of Taunja Byers affirmed before me at Vancouver, BC, this 26th day of October 2026.

*A Commissioner for taking Affidavits within British Columbia*

## Lily Y. Zhang

**From:** Jamie Stewart <jamie@stewartmortgage.ca>
**Sent:** Sunday, August 16, 2026 10:35 PM
**To:** Hoogstins, Samantha
**Cc:** Raven, Sterling
**Subject:** Re: Kam-Mic Letter Agreement and Reporting
**Attachments:** 1(ENCRYPTED) Template for Monthly Reporting Requirements - Kam-mic.xlsx; ATT00001.htm

**Follow Up Flag:** Follow up
**Flag Status:** Flagged

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Hi Sam

Here is the report for July.

Again apologies for the delays in getting it to you. Now that everything is inputted into it from all of the files it won't be an issue getting it to you on time.

I will have the signed letter back to you this week, I will be seeing one of the others at some po

Thank you

--

Jamie Stewart
**Stewart Mortgage Corp.**
A: 207 - 310 Nicola St. Kamloops, BC V2C 2P5
P: 250.372.1995 F: 250.374.4945
E: jamie@stewartmortgage.ca W: www.stewartmortgage.ca

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| Mortgagor | Address | Property Type (Residential, Commercial, etc.) | Property Legal Description (PID) | Land Title Registratrion Number |
|---|---|---|---|---|
| Sumal | 5455 Yellowhead Highway Kamloops | residential | 011-539-429 | KL84388 |
| Headhunters Hair | 350 Seymour St. Kamloops | GSA & Life Insurance Policy | | |
| Hunter | 5664 Canim Hendrix Rd. Williams Lake | Residential | 008-013-900 | LB062066 |
| Hunter | 5664 Canim Hendrix Rd. Williams Lake | residential | 008-013-900 | LB488834 |
| McMahon | 818 Clearwater Village Rd. | residential ranch | 003-915-671 | CA9278285, CA9278286 |
| North 51 Holdings | Lot 2, SEC 23 Revelstoke BC | development parcel | 029-471-389, 012-623-474, 029-471-371 | CA4930394, CA4930395 |
| Farough | 3796 Copper Creek Rd. Kamloops (Red Lake) | Two parcels of land | 029-584-116 | CA5073485, CA5073486 |
| Farough | 3796 Copper Creek Rd. Kamloops (Red Lake) | house and parcel of land | 029-584-116 | CB1346618 |
| MCH Developments | 1608 Emerald Dr. Kamloops | residential | 029-883-865 | CA6157532, CA6157533 |
| Perry | 636 Battle St. Kamloops | residential | 012-414-662 | CA7252687, CA7252688 |
| Eisan | 312 - 360 Battle St. Kamloops | apartment | 023-078-332 | CA6882345, CA6882346 |
| North 51 Holdings | Airport Rd. Revelstoke | Development lands in revelstoke | 029-471-389 | CA6882345, CA6882346 |
| Lev-Son Construction | Beachmount Kamloops | Residential | 029-913-179 | CA6679764, CA6679765 |
| Farough, Sandra | 3796 Copper Creek Rd. Kamloops (Red Lake) | lot of land | 032-412-231 | CA6679681, CA6679682 |
| Kamloops Heating & Air | 2713 Beachmount , Kamloops | residential | 029-913-471 | CA6069727, CA6069728 |
| Tri-Amm Developments | 604 Lorne St. Kamloops BC | townhouse | 030-178-924 | CA7447978, CA7447979 |
| Moga Moms Online Inc. | 1665 Ellis St. Kelowna BC | promissory note | | |
| 1079336 B.C. Ltd. | 2965 Gilbert Rd Kamloops | residential | 010-365-371 | CA6169018, CA6169019 |
| Fraser | 1800 Woodridge Rd. Quesnel | residential | 024-506-141 | CA7993505, CA7993506 |
| Kampan Developments | 33 - 2200 Linfield Dr. Kamloops | Residential | 028-754-506 | CA4285742 |
| McKay | 723 Park Drive Clearwater | Residential | 005-141-648 | CA8590302, CA8590303 |
| Hunt | 2620 Silver Birch Lane Pritchard | residential | 004-557-441 | CA8594957, CA8594958 |
| HKR Builders | 2155 Lupin Court Kamloops | residential | 030-855-578 | CA8807360, CA8807461 |
| Leggit | 5632 Rodeo Dr. Kamloops, BC | residential | 018-140-271 | CA8913696, CA8913697 |
| MacFin Developments | 16-1900 Ord Road | duplex | 030-770-769 | CA9047378, CA9047379 |
| Lougheed | 3920 Heffley-Louis Creek Rd. | residential ranch | 018-040-284 | CA9302355, CA9302356 |
| K&C's Construction | Lot F Copperview Drive, Blind bay, BC | residential | 029-603-099 | CA9420173, CA9420174 |
| North 51 Holdings | Center St. Revelstoke | Duplex | 014-640-775 | CA7109156, CA7109157 |
| Kamloops Builders Inc. | 6515 & 6519 Savona Access Rd. | Duplex | 012-667-056, 012-667-099, 012-667-072 | CA9679684, CA9679685 |
| Ojavee Homes | 8097 Skimikin Rd Chase | Residential | 014-134-136 | CA8313848, CA8313849 |
| 1043181 AB Ltd./0731852 BC Ltd | 5-1885 Tappen Notch Hill Road | mobile home park/lands | 023-187-468, 002-999-838 | CB2807085 |
| Clearwater Enterprises | 8678 Boultbee Rd. Lac Des Roches | Cabin | 008-933-286 | CA6065780, CA6065781 |
| Wild Duck Inn & Pub Ltd. | 1720 Fremont St. Port Coquitlam | Commercial land | 017-846-374 | CA6112417, CA6112418 |
| Bernhard Hovenkamp | 7265 Heffley Louis Creek Road, Louis Creek | Residential | 010-064-893 | CB1110595, CB1110596 |
| Joe Carhoun | 1545 Hugh Allan Dr. Kamloops | Land | 003-019-845 | CA1635712 |
| 0939041 BC Ltd. | Lot 52 Panoramic Way | construction | 027-634-965 | CB1823069 |
| Peter McCurrach | 2410 Rocky Point Road | residential | 001-488-597 | CB2055662, CB2055663 |

| Rural | If Rural, under 5,000 population or over 100km from Urban Centre | Purchase Price | Appraised Value | Current Value (If there is updated valuation available) |
|---|---|---|---|---|
| N | Qualifying | | $ 300,000.00 | |
| N | Qualifying | | | |
| Y | Non qualifying | | $ 565,000.00 | |
| Y | Non qualifying | | $ 565,000.00 | |
| Y | Non qualifying | | $ 615,000.00 | |
| N | qualifying | | $ 5,592,000.00 | |
| Y | Qualifying | | $ 900,000.00 | |
| Y | Qualifying | | $ 900,000.00 | |
| N | Qualifying | | $ 555,000.00 | |
| N | Qualifying | | $ 1,000,000.00 | |
| N | Qualifying | | $ 230,000.00 | |
| N | Qualifying | | $ 5,592,000.00 | |
| N | Qualifying | | $ 870,000.00 | |
| Y | Qualifying | | $ 350,000.00 | |
| N | Qualifying | | $ 570,000.00 | |
| N | Qualifying | | $ 2,550,000.00 | |
| N | Qualifying | | | |
| N | Qualifying | | $ 925,000.00 | |
| N | Qualifying | | $ 1,220,000.00 | |
| N | Qualifying | | $ 1,100,000.00 | |
| Y | Non qualifying | | $ 218,000.00 | |
| N | Qualifying | | $ 600,000.00 | |
| N | Qualifying | | $ 931,000.00 | |
| N | Qualifying | | $ 2,225,000.00 | |
| N | Qualifying | | $ 610,000.00 | |
| Y | Qualifying | | $ 1,400,000.00 | |
| N | Qualifying | | $ 900,000.00 | |
| N | Qualifying | | $ 1,245,000.00 | |
| Y | Qualifying | | $ 670,000.00 | |
| Y | Qualifying | | $ 820,000.00 | |
| Y | Qualifying | | $ 2,600,000.00 | |
| Y | Non qualifying | | $ 600,000.00 | |
| N | qualifying | | $ 1,680,000.00 | |
| Y | qualifying | | $ 500,000.00 | |
| N | qualifying | | $ 1,000,000.00 | |
| Y | Qualifying | | $ 960,000.00 | |
| Y | Qualifying | | $ 1,700,000.00 | |

| Priority of Charge | Details of any Prior Encumbrances | Outstanding Principal Balance of Mortgage | Loan to Value (including prior encumbrances if any) | Interest Only (Y/N) | Term Start Date | Maturity Date |
|---|---|---|---|---|---|---|
| 1 | | $ 52,181.19 | 68 | Yes | Aug.15/26 | Aug.15/27 |
| 1 | | $ 122,812.95 | 75 | No | July 15/26 | July 15/27 |
| 1 | | $ 225,000.00 | 64.2 | Yes | July 1/26 | July 1/27 |
| 2 | 1st Mortgage of $225,000 also with Kam-Mic | $ 93,769.43 | 65 | No | Nov. 15/25 | Nov. 15/26 |
| 1 | | $ 299,575.95 | 30 | Yes | Aug 15/26 | Aug 15/27 |
| 1 | | $ 900,000.00 | 26 | Yes | Dec 14/25 | Dec 14/26 |
| 1 | | $ 465,000.00 | 52 | Yes | Mar 1/26 | Mar 1/27 |
| 2 | 1st Mortgage of $465,000 also with Kam-Mic | $ 224,000.00 | 76 | Yes | June 1/26 | June 1/27 |
| 1 | | $ 400,000.00 | 32 | Yes | Sept 1/25 | Sept 1/26 |
| 1 | | $ 447,490.24 | 12 | Yes | May 15/26 | May 15/27 |
| 1 | | $ 171,400.00 | 30 | Yes | July 1/26 | July 1/27 |
| 1 | | $ 1,149,007.77 | 60 | Yes | October 15/25 | October 15/26 |
| 1 | | $ 430,000.00 | 35 | Yes | January 15/26 | January 15/27 |
| 1 | | $ 209,000.00 | 75 | Yes | Mar 15/26 | Mar 15/27 |
| 1 | | $ 400,000.00 | 70 | Yes | Apr 1/26 | Apr 1/27 |
| 2 | 1st mortgage with interior savings $1,030,000 | $ 500,001.64 | 60 | Yes | Aug 15/26 | Aug 15/27 |
| 1 | | $ 100,000.00 | 70 | Yes | Apr 15/27 | Apr 15/27 |
| 1 | | $ 600,000.00 | 65 | Yes | July 15/26 | July 15/27 |
| 1 | | $ 545,000.00 | 40 | Yes | Nov. 1/25 | Nov. 1/26 |
| 1 | | $ 550,000.00 | 50 | Yes | June 1/26 | June 1/27 |
| 1 | | $ 100,000.00 | 45 | Yes | Dec 1/25 | Dec 1/26 |
| 2 | 1st Mortgage $200,000 0752063 B.C. Ltd | $ 64,799.99 | 41.67 | Yes | Dec 1/25 | Dec 1/26 |
| 1 | | $ 600,000.00 | 60 | Yes | Mar 1/26 | Mar 1/27 |
| 1 | | $ 400,000.00 | 60 | Yes | May 15/26 | May 15/27 |
| 1 | | $ 280,000.00 | 46 | Yes | Sept 1/25 | Sept 1/26 |
| 1 | | $ 100,000.00 | 7 | Yes | Sept 1/25 | Sept 1/26 |
| 1 | | $ 225,000.00 | 25 | Yes | Sept 1/25 | Sept 1/26 |
| 1 | | $ 140,424.60 | 50 | Yes | Sept 1/25 | Sept 1/26 |
| 1 | | $ 400,000.00 | 60 | Yes | Nov 1/25 | Nov 1/26 |
| 1 | | $ 400,000.00 | 50 | Yes | Oct 1/25 | Oct 1/26 |
| 1 | | $ 1,310,000.00 | 50 | Yes | Dec 15/25 | Dec 15/26 |
| 1 | | $ 400,000.00 | 40 | Yes | Nov 15/25 | Nov 15/26 |
| 1 | | $ 420,000.00 | 25 | Yes | Nov 15/25 | Nov 15/26 |
| 1 | | $ 259,945.21 | 60 | Yes | Dec 15/25 | Dec 15/26 |
| 1 | | $ 500,000.00 | 50 | Yes | July 15/26 | July 15/27 |
| 1 | | $ 575,000.00 | 63 | Yes | Feb 1/26 | Feb 1/27 |
| 1 | | $ 300,000.00 | 17 | Yes | July 15/26 | July 15/27 |
| | | $ 14,359,408.97 | **Average LTV** | | | |
| | | | 48.78 | | | |

| Payment Amount | Payment Frequency | # Days Pmt in Arrears | Interest Rate | Qual Con 1st | Qual Res 1st | Qual Res 2nd | Non-Qual Res | Other |
|---|---|---|---|---|---|---|---|---|
| $ 600.00 | Monthly | | 10 | | 52,181 | | - | - |
| $ 818.75 | Monthly | | 8 | | - | | 122,813 | - |
| $ 2,250.00 | Monthly | | 12 | | - | | 225,000 | - |
| $ 939.34 | Monthly | | 12 | | - | | 93,759 | - |
| $ 3,000.00 | Monthly | | 12 | | - | | 299,576 | - |
| $ 8,125.00 | Monthly | | 10 | | - | | 900,000 | - |
| $ 3,875.00 | Monthly | | 10 | | - | | 465,000 | - |
| $ 2,240.00 | Monthly | | 12 | | - | | 224,000 | - |
| $ 3,333.33 | Monthly | | 10 | | 400,000 | | - | - |
| $ 3,729.09 | Monthly | | 14 | | 447,490 | | - | - |
| $ 1,714.00 | Monthly | | 12 | | 171,400 | | - | - |
| $ 15,320.11 | Monthly | | 16 | | - | | 1,149,008 | - |
| $ 3,583.33 | Monthly | | 10 | | - | | 430,000 | |
| $ 2,090.00 | Monthly | | 12 | | - | | $ - | 209,000 |
| $ 3,333.33 | Monthly | | 10 | | 400,000 | | | |
| $ 4,166.68 | Monthly | | 10 | | - | | 500,002 | - |
| $ 833.33 | Monthly | | 10 | | - | | - | 100,000 |
| $ 5,000.00 | Monthly | | 10 | | - | | 600,000 | - |
| $ 4,541.67 | Monthly | | 10 | | 345,000 | | 200,000 | - |
| $ 4,583.33 | Monthly | | 10 | | 550,000 | | | - |
| $ 1,083.33 | Monthly | | 13 | | - | | 100,000 | - |
| $ 756.00 | Monthly | | 14 | | - | 64,800 | - | - |
| $ 5,000.00 | Monthly | | 10 | | - | | 600,000 | - |
| $ 3,333.33 | Monthly | | 10 | | 400,000 | | - | - |
| $ 2,100.00 | Monthly | | 9 | | 280,000 | | - | - |
| $ 833.33 | Monthly | | 10 | | - | | 100,000 | - |
| $ 1,687.50 | Monthly | | 9 | | 225,000 | | - | - |
| $ 1,872.33 | Monthly | | 16 | | - | | 140,425 | - |
| $ 3,333.33 | Monthly | | 10 | | 400,000 | | - | 0 |
| $ 3,333.33 | Monthly | | 10 | | 400,000 | | - | |
| $ 15,283.33 | Monthly | | 14 | | - | | - | 1,310,000 |
| $ 3,333.33 | Monthly | | 10 | | - | | - | 400,000 |
| $ 3,500.00 | Monthly | | 10 | | - | | - | 420,000 |
| $ 2,599.45 | Monthly | | 12 | | 259,945 | | - | - |
| $ 4,166.67 | Monthly | | 10 | | - | | - | 500,000 |
| $ 5,270.83 | Monthly | | 11 | 575,000 | - | | - | - |
| $ 1,979.10 | Monthly | | 9.5 | | - | | - | 300,000 |
| | | | | 575,000 | 4,331,017 | 64,800 | 6,149,582 | 3,239,000 |

| Total |
|---|
| 52,181 |
| 122,813 |
| 225,000 |
| 93,759 |
| 299,576 |
| 900,000 |
| 465,000 |
| 224,000 |
| 400,000 |
| 447,490 |
| 171,400 |
| 1,149,008 |
| 430,000 |
| 209,000 |
| 400,000 |
| 500,002 |
| 100,000 |
| 600,000 |
| 545,000 |
| 550,000 |
| 100,000 |
| 64,800 |
| 600,000 |
| 400,000 |
| 280,000 |
| 100,000 |
| 225,000 |
| 140,425 |
| 400,000 |
| 400,000 |
| 1,310,000 |
| 400,000 |
| 420,000 |
| 259,945 |
| 500,000 |
| 575,000 |
| 300,000 |
| - |
| 14,359,399 |

**Borrowing Base Calculation**

| | | | |
|---|---|---|---|
| **Date of Portfolio** | | | Mar-26 |
| **Total Portfolio** | | $ | 14,359,399 |
| | | | |
| **Total Qualifying Residential 1st** | - | | |
| **Total Qualifying Residential 1st @** | **75%** | | #VALUE! |
| | | | |
| **Total Qualifying Residential 1st (Interest Only)** | 4,331,017 | | |
| **Total Qualifying Residential 1st (Interest Only) @** | **65%** | | 2,815,160.82 |
| | | | |
| **Total Qualifying Residential 2nd** | 64,800 | | |
| **Total Qualifying Residential 2nd @** | **65%** | | 42,120 |
| | | | |
| **Total Marginable Amount** | | | 2,857,281 |
| | | | |
| **Facility #1 BCRS Limit** | | **$** | **2,000,000** |
| **Surplus/(Shortfall)** | | **$** | **857,281** |

I) CAD $ 2,000,000.00 and,

ii) 75% of qualified residential first mortgages, plus 65% of qualified first and second position "interest only" mortgages on residential properties net of any mortgages which are 60 days or more in arrears.

Whereas:

Residential mortgages defined as single family homes, condominiums, townhomes, and apartment buildings. No value will be given for mortgages on mobile homes, house under construction, commercial and industrial properties, serviced or unserviced, bare land, recreational property or shared mortgages.

No value will be given to residential first mortgages beyond $550,000 or if a mortgage exceeds 75% of appraised value, or to a second mortgage beyond $200,000 or if a total of first and second mortgage exceeds 75% of appraised value.

Mortgages to a maximum of $75,000 will be permitted without an appraisal provided total encumbrances do not exceed 50% of the current BCAA.
For asset valuation purposes, value is only to be given for the first 25 acres of property mortgaged. Appraisals on all future properties are to identify this value.

Qualifying location of mortgaged properties to be in areas approved for TD Canada Trust conventional residential mortgages. Properties located in an area with a population of a minimum of 5,000 or within 100km of an Urban Centre (30,000 population).

**Non-Urban Centre:**

Any city that is not considered Major Urban or Urban

Small Communities – properties located in or near a Non-Urban centre with a population base <5,000 and is >100km from an Urban or Major Urban Centre.
Default insurance is required for purchase transactions

Exception to default insurance (purchase/refinance applications)

LTV up to 65% or

Property is located in a community where there is a TD branch (provided the community is not on the Restricted Community list)

This is Exhibit "N" referred to in the affidavit of Taunja Byers affirmed before me at Vancouver, BC, this 26th day of October 2026.

*A Commissioner for taking Affidavits within British Columbia*

**Lily Y. Zhang**

**From:** Jamie Stewart <jamie@stewartmortgage.ca>
**Sent:** Tuesday, August 25, 2026 6:46 AM
**To:** Raven, Sterling <Sterling.Raven@td.com>
**Subject:** Re: Kam-Mic Letter Agreement and Reporting

CAUTION: EXTERNAL MAIL. DO NOT CLICK ON LINKS OR OPEN ATTACHMENTS YOU DO NOT TRUST
ATTENTION : COURRIEL EXTERNE. NE CLIQUEZ PAS SUR DES LIENS ET N'OUVREZ PAS DE PIÈCES JOINTES AUXQUELS VOUS NE FAITES PAS CONFIANCE

Hi Sterling

Here is the agreement back for you.

Thank you

--
Jamie Stewart
Licensed Mortgage Specialist

Stewart Mortgage Corp.
207 - 310 Nicola St.| Kamloops, British Columbia, Canada | V2C 2P5
*Telephone:* 250.372.1995 | *Cell:* 250.572.0762 | *Fax:* 250.374.4945
jamie@stewartmortgage.ca | Web site: www.stewartmortgage.ca

On Mon, Aug 24, 2026 at 7:32 AM Raven, Sterling <Sterling.Raven@td.com> wrote:

Hi Jamie,

Sounds good. Thanks for the update,

**Sterling Raven, CPA | Senior Manager Commercial Services | TD Commercial Banking**
Transit #9158 | BC Interior Commercial Center |

Unit 340 – 301 Victoria St. | Kamloops | BC | V2C 2A3
C: 250-571-4184 F: 250-314-5066

Email: sterling.raven@td.com

---

**From:** Jamie Stewart <jamie@stewartmortgage.ca>
**Sent:** Monday, August 24, 2026 6:54 AM
**To:** Raven, Sterling <Sterling.Raven@td.com>
**Subject:** Re: Kam-Mic Letter Agreement and Reporting

CAUTION: EXTERNAL MAIL. DO NOT CLICK ON LINKS OR OPEN ATTACHMENTS YOU DO NOT TRUST
ATTENTION : COURRIEL EXTERNE. NE CLIQUEZ PAS SUR DES LIENS ET N'OUVREZ PAS DE PIÈCES JOINTES AUXQUELS VOUS NE FAITES PAS CONFIANCE

Hi Sterling

We should have this back to you today, I haven't been able to link up with anyone yet for the second signature but that looks like it should happen this afternoon so I will send it to you as soon as I can.

Thank you

--
Jamie Stewart
Licensed Mortgage Specialist

Stewart Mortgage Corp.
207 - 310 Nicola St.| Kamloops, British Columbia, Canada | V2C 2P5
*Telephone:* 250.372.1995 | *Cell:* 250.572.0762 | *Fax:* 250.374.4945
jamie@stewartmortgage.ca | Web site: www.stewartmortgage.ca

On Thu, Aug 20, 2026 at 4:04 PM Raven, Sterling <Sterling.Raven@td.com> wrote:

> Hi Jamie,
>
> Following up on the letter Agreement status. Expecting this to come our way tomorrow.
>
> Thanks,
>
> **Sterling Raven, CPA | Senior Manager Commercial Services | TD Commercial Banking**
> Transit #9158 | BC Interior Commercial Center |
>
> Unit 340 – 301 Victoria St. | Kamloops | BC | V2C 2A3
> C: 250-571-4184 F: 250-314-5066
>
> Email: sterling.raven@td.com
>
> ---
>
> **From:** Jamie Stewart <jamie@stewartmortgage.ca>
> **Sent:** Sunday, August 16, 2026 10:35 PM
> **To:** Hoogstins, Samantha <Samantha.Hoogstins@td.com>

Cc: Raven, Sterling <Sterling.Raven@td.com>
**Subject:** Re: Kam-Mic Letter Agreement and Reporting

**CAUTION: EXTERNAL MAIL. DO NOT CLICK ON LINKS OR OPEN ATTACHMENTS YOU DO NOT TRUST**
**ATTENTION : COURRIEL EXTERNE. NE CLIQUEZ PAS SUR DES LIENS ET N'OUVREZ PAS DE PIÈCES JOINTES AUXQUELS VOUS NE FAITES PAS CONFIANCE**

Hi Sam

Here is the report for July.

Again apologies for the delays in getting it to you. Now that everything is inputted into it from all of the files it won't be an issue getting it to you on time.

I will have the signed letter back to you this week, I will be seeing one of the others at some po

Thank you

--

Jamie Stewart
**Stewart Mortgage Corp.**
A: 207 - 310 Nicola St. Kamloops, BC V2C 2P5
P: 250.372.1995 F: 250.374.4945
E: jamie@stewartmortgage.ca W: www.stewartmortgage.ca

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Confidential / Confidentiel

May 28, 2026

# LETTER OF AGREEMENT

**The Toronto-Dominion Bank** (the "Bank") is pleased to offer the following credit facilities (individually the "Facility" and collectively the "Facilities") subject to the terms and conditions set forth below and in the attached Schedule(s) (collectively the "Agreement").

**Borrower** KAM-MIC INVESTMENT CORP
310 NICOLA ST UNIT 207, KAMLOOPS, BC, V2C 2P5

(individually or collectively referred to herein as the "Borrower")

## CREDIT FACILITIES

**FACILITY 1** **OPERATING LOAN**

**Available To:** KAM-MIC INVESTMENT CORP

**Purpose:** Fund mortgage investments

**Credit Limit:** CADS2,000,000.00 but never to exceed the Borrowing Limit.

**Borrowing Options:** Advances are available at the Borrower's option by way of:

Prime Rate Based Loans in CAD bearing interest at Prime Rate +1.250% per annum

Borrowing options are subject to the additional fees and charges set out in this Agreement and any other agreement which includes additional terms and conditions agreed to by the Borrower.

**Tenor:** Uncommitted and made available at the Bank's discretion, repayable on demand and cancellable at any time. This Facility is not automatically available upon satisfaction of the terms and conditions, conditions precedent, or covenants set out herein. The breach of a term or condition is not a precondition to the Bank's right to accelerate repayment and cancel the availability of this Facility at its sole discretion.

**Administration Fee:** CADS175.00 payable Monthly.

**Limit Excess Fee:** CAD$500.00 payable for excess monitoring requirements each time that the Credit Limit is exceeded, with any extension of credit above the Credit Limit being at the Bank s sole and absolute discretion.

**Drawdown:** As required.
Notice periods, minimum draw amounts and other drawdown provisions are set out in the Schedule "A" attached hereto. Drawdown is subject to the Disbursement Conditions set out herein.

**Access to Credit:** Credit under this Operating Loan is accessed by requesting a drawdown by way of an available Borrowing Option. Upon satisfaction of any Drawdown terms and Disbursement Conditions funds shall be deposited into the Current Account.

Prime Rate Based Loans hereunder are accessed via one of the following, as determined by the Bank:

Business Credit Service loan ("BCRS") by withdrawing funds from the Current Account. Each BCRS advance will be in an amount equal to $5,000.00 (the "Transfer Amount") or a multiple thereof. If the Transfer Amount is NIL, each advance from the BCRS may be in an amount sufficient to cover the debits made to the Current Account. Upon programming of BCRS, all other overdraft privileges on the Current Account are cancelled, and all outstanding overdraft amounts under any other agreements are included in indebtedness under this Agreement.
The Bank may, but is not required to, automatically advance the Transfer Amount or a multiple thereof or any other amount from the BCRS to the Current Account in order to cover the debits made to the Current Account if the amount in the Current Account is insufficient to cover the debits. The Bank may, but is not required to, automatically and without notice apply the funds in the Current Account in amounts equal to the Transfer Amount or any multiple thereof or any other amount to repay the outstanding amount in the BCRS.

**Repayment:** On Demand.

---

**BORROWING LIMIT**

| For Facility: | Borrowing Limit |
|---|---|
| All | Amounts outstanding under Facility #1 will at all times be the lesser of:<br><br>i) CAD $ 2,000,000.00 and,<br><br>ii) 75% of qualified residential first mortgages, plus 65% of qualified first and second position "interest only" mortgages on residential properties net of any mortgages which are 60 days or more in arrears. Whereas:<br><br>Residential mortgages defined as single family homes, condominiums, townhomes, and apartment buildings. No value will be given for mortgages on mobile homes, house under construction, commercial and industrial properties, serviced or unserviced, bare land, recreational property or shared mortgages.<br><br>No value will be given to residential first mortgages beyond $550,000 or if a mortgage exceeds 75% of appraised value, or to a second mortgage beyond $200,000 or if a total of first and second mortgage exceeds 75% of appraised value.<br><br>Mortgages to a maximum of $75,000 will be permitted without an appraisal provided total encumbrances do not exceed 50% of the current BCAA.<br><br>For asset valuation purposes, value is only to be given for the first 25 acres of property mortgaged. Appraisals on all future properties are to identify this value.<br><br>Qualifying location of mortgaged properties to be in areas approved for TD Canada Trust conventional residential mortgages. Properties located in an area with a population of a minimum of 5,000 or within 100km of an Urban Centre (30,000 population).<br><br>Maximum of 2 mortgages per borrower are eligible for margin.<br><br>Mortgage amortization up to 30 years is acceptable. |

## INTEREST PAYMENTS

For all Facilities, interest payments, interest periods, contract maturity, interest payment dates and other related information are set out in Schedule "A" attached hereto unless otherwise stated in this Letter Agreement, Rate and Payment Terms Notices, or other notices delivered by the Bank to the Borrower in respect of a specific drawdown. Information on interest rate and fee definitions and interest rate calculations are set out in the Schedule "A" attached hereto.

## FEES

In addition to any fees applicable to each Facility as described above, the Borrower will pay the following:

**Late Reporting:** CAD$750.00 payable each time reporting is not provided within the timelines established in the Reporting Covenants, and payable Monthly thereafter until reporting is provided to the Bank.

**Renewal:** CAD$3,000.00 payable Annually by KAM-MIC INVESTMENT CORP upon completion of credit review.

## SECURITY

The following security shall be provided and, unless otherwise indicated, support all present and future indebtedness and liability of the Borrower and the grantor of the security to the Bank including without limitation indebtedness and liability under guarantees, foreign exchange contracts, credit cards, cash management products, and derivative contracts, shall be registered in first position, and shall be on the Bank's standard form(s), supported by resolutions (where applicable) and solicitor's opinion, all in a form acceptable to the Bank:

General Security Agreement ("GSA") from KAM-MIC INVESTMENT CORP representing a 1st charge on all its present and after acquired personal property.

General Hypothecation of Collaterals from KAM-MIC INVESTMENT CORP.

All persons and entities required to provide a guarantee or suretyship shall be referred to in this Agreement individually as a "Surety" and/or "Guarantor" and collectively as the "Guarantors".

All of the above security and guarantees, along with any further security and guarantees as may be required by the Bank in the future, shall be referred to collectively in this Agreement as "Bank Security".

## GENERAL COVENANTS

So long as any amounts remain outstanding and unpaid under this Agreement or so long as any commitment under this Agreement remains in effect, the Borrower will, and will ensure that its subsidiaries and each of the Guarantors (Borrower, subsidiaries and Guarantors collectively known as the "Obligors") will, observe the Standard Positive Covenants and Standard Negative Covenants set out in Schedule "A" and the following Reporting, Financial, Positive and Negative Covenants.

### Reporting Covenants

The Obligors will:

| # | For Facility: | Covenant: |
|---|---|---|
| 1 | All | Annual Review Engagement financial statements for Kam-mic Investment Corp. within 120 calendar days of fiscal year end. |

| | | |
|---|---|---|
| 2 | All | Provide the Bank with a monthly breakdown of the mortgage portfolio in a format specified by the Bank, within 15 days of the following month, complete with compliance certificate executed by the Borrower's senior officer. Compliance certificate is to be signed off stating that all mortgages listed are valid charges and have not been assigned to any other party. Mortgage listings to include but is not limited to the following components:<br><br>Borrower name<br>Property type and location<br>Property address<br>Property legal description<br>Land Titles registration number for MIC mortgage<br>Purchase price<br>Appraised value<br>Priority of charge<br>Details of any prior encumbrances<br>Outstanding principal balance of mortgage<br>Current value<br>Loan to value including prior encumbrances (if any)<br>Term start & maturity date<br>Payment amount and frequency<br>Interest rate<br># Days payments are in arrears |
| 3 | All | Renewal is subject to an annual audit and review of 10% of the mortgage files and a minimum of 20% of the eligible outstanding amount of the portfolio (Minimum 5 files). Review to include audit of security documents, credit granting & underwriting practices, and supporting documentation including (but not limited to) the following:<br><br>- Land Title Registered Mortgage<br>- Appraisal Note: Appraisal to be current (less than 6 months old) and prepared by CRA/AACI, acceptable to the Bank.<br>- Evidence of Fire Insurance showing Borrower as Loss Payee<br>- State of Title Certificate<br>- Solicitor's Final Opinion<br>- Confirmation of prior charges (if any)<br>- Credit Report<br>- Evidence of payment of Property Taxes |

**Financial Covenants**

The Obligors will:

| # | For Facility: | Covenant: |
|---|---|---|
| 1 | All | Amounts outstanding under Facility #1 will at all times be the lesser of:<br><br>i) CAD $ 2,000,000.00 and,<br><br>ii) 75% of qualified residential first mortgages, plus 65% of qualified first and second position "interest only" mortgages on residential properties net of any mortgages which are 60 days or more in arrears. Whereas:<br><br>Residential mortgages defined as single family homes, condominiums, townhomes, and apartment buildings. No value will be given for mortgages on mobile homes, house under construction, commercial and industrial properties, serviced or unserviced, bare land, recreational property or shared mortgages.<br><br>No value will be given to residential first mortgages beyond $550,000 or if a mortgage exceeds 75% of appraised value, or to a second mortgage beyond $200,000 or if a total of first and second mortgage exceeds 75% of appraised value. |

| | | |
|---|---|---|
| | | Mortgages to a maximum of $75,000 will be permitted without an appraisal provided total encumbrances do not exceed 50% of the current BCAA.<br><br>For asset valuation purposes, value is only to be given for the first 25 acres of property mortgaged. Appraisals on all future properties are to identify this value.<br><br>Qualifying location of mortgaged properties to be in areas approved for TD Canada Trust conventional residential mortgages. Properties located in an area with a population of a minimum of 5,000 or within 100km of an Urban Centre (30,000 population).<br><br>Maximum of 2 mortgages per borrower are eligible for margin.<br><br>Mortgage amortization up to 30 years is acceptable. |
| 2 | All | Maximum Total Debt to Tangible Net Worth not to exceed 0.50:1.00.<br><br>Whereas:<br><br>Total Debt is defined as all liabilities of the Borrower excluding postponed shareholder's loans. Tangible Net Worth is defined as retained earnings plus share capital plus postponed shareholder's loans less loans/ investments to other parties (excluding mortgage receivables) and intangibles. |
| 3 | All | Maintain an Interest Coverage Ratio of not less than 3:1, tested annually based on accountant prepared financials of the Borrower.<br><br>Interest Coverage ratio is calculated as: (Earnings before Interest and Income Taxes) / (Interest) |

**Positive Covenants**

The Obligors will:

| # | For Facility: | Covenant: |
|---|---|---|
| 1 | All | Any mortgages that are at variance must be confirmed in writing, any variance requests are subject to a review fee of $200. |
| 2 | All | Lodged mortgages are to be supported by their security, credit granting/underwriting practices and supporting due diligence documentation including:<br>Copy of Land Title registered mortgage.<br>Appraisal (Canadian Residential Appraiser (CRA)/AACI required for commercial properties).<br>Evidence of fire insurance showing Borrower as Loss Payee.<br>Solicitor s Final report.<br>Property Tax Certificate or Confirmation that property taxes are current.<br>Clean Environmental report from qualified consultant (as required).<br>Credit Bureau Report.<br>Confirmation of Prior Encumbrances. |
| 3 | All | Bank to conduct quarterly randomly selected title searches on 10% of the eligible qualified mortgages. Search will be for a minimum of 3 files, and take place based on the quarter-end reports of November, February, May, and August. All expenses incurred in performing these searches will be charged to the Borrower. |

**Negative Covenants**

The Obligors will not:

| # | For Facility: | Covenant: |
|---|---|---|
| 1 | All | Mortgages are not to be assigned to any other party. |
| 2 | All | Borrower is not to incur additional third party debt without prior written consent of the Bank. |
| 3 | All | The Borrower will not make distributions to shareholders or redeem shares without prior written consent of the Bank. This is to be gated by the Borrower being onside of their Debt to Tangible Net Worth and Interest Coverage financial covenants based on annual financial statements. |

**Permitted Liens**

Permitted Liens as referred to in the Standard Negative Covenants set out in Schedule "A" are:

| # | Covenant: |
|---|---|
| 1 | Purchase Money Security Interests in equipment which Purchase Money Security Interests exist on the date of this Agreement ("Existing PMSIs") which are known to the Bank and all future Purchase Money Security Interests on equipment acquired to replace the equipment under Existing PMSIs, provided that the cost of such replacement equipment may not exceed the cost of the equipment subject to the Existing PMSI by more than 10% |

## REPRESENTATIONS AND WARRANTIES

All representations and warranties in this Agreement shall be deemed to be continually repeated so long as any amounts remain outstanding and unpaid under this Agreement or so long as any commitment under this Agreement remains in effect. The Borrower makes the Standard Representations and Warranties set out in Schedule "A".

## GOVERNING LAW

This Agreement and the Bank Security, unless otherwise stated therein, shall be governed by and construed in accordance with the laws of and the laws of Canada applicable therein.

## PRIVACY

You agree that the Bank (which includes The Toronto-Dominion Bank and affiliated companies) may handle your personal information as we set out in our Privacy Policy and you agree to the Application of Privacy Policy to Related Parties in Schedule "A". You can find our Privacy Policy online at td.com/privacy.

## SCHEDULES TO THIS AGREEMENT

**Schedule "A"** Sets out the Standard Terms and Conditions which apply to the Facilities, unless this Letter states specifically that one or more of the Standard Terms and Conditions do not apply or are modified.

## ACCEPTANCE

We trust you will find these Facilities helpful in meeting your ongoing financing requirements. We ask that if you wish to accept this offer of financing (which includes the attached Schedules), please do so by signing and returning the attached duplicate copy of this Agreement to the undersigned. This offer will expire if not accepted in writing and received by the Bank on or before **July 31, 2026**.

Yours truly,

**THE TORONTO-DOMINION BANK**

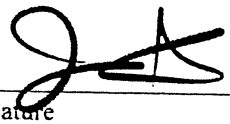
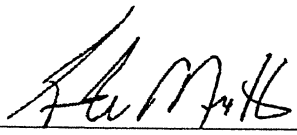
| Samantha Hoogstins | Samantha Hoogstins, Account Manager | June 1, 2026 |
|---|---|---|
| Signature | Print Name & Position | Date |

| | | |
|---|---|---|
|  | Sterling Raven, Manager Commercial Services | June 2, 2026 |
| Signature | Print Name & Position | Date |

**TO THE TORONTO-DOMINION BANK:**

**KAM-MIC INVESTMENT CORP**

The Borrower acknowledges and agrees to the terms and conditions of this Agreement, including the Schedules attached hereto. The following persons have the power to bind the Borrower. The Borrower confirms that, except as provided above, the credit facility provided herein will not be used by or on behalf of any third party.

| | | |
|---|---|---|
|  | Jamie Stewart - Managing Director | August 17, 2026 |
| Signature | Print Name & Position | Date |
|  | Gary Mirtle - Director | August 24, 2026 |
| Signature | Print Name & Position | Date |

# SCHEDULE "A" - STANDARD TERMS AND CONDITIONS

## 1. INTEREST RATE DEFINITIONS

A Term CORRA rate expressed as an annual rate for the purposes of the *Interest Act* (Canada) is equivalent to such determined rate multiplied by the number of days in the calendar year in which the same is to be ascertained and divided by three hundred and sixty-five (365).

A Term SOFR rate expressed as an annual rate for the purposes of the *Interest Act* (Canada) is equivalent to such determined rate multiplied by the number of days in the calendar year in which the same is to be ascertained and divided by three hundred and sixty (360).

Interest rates will never be less than zero. If Prime Rate, U.S. Prime Rate, Daily Compounded CORRA, Term CORRA, Daily Simple SOFR, Term SOFR, USBR or any other applicable base rate changes, resulting in a variable or floating annual interest rate that is a negative number, the interest rate will be 0.00%. Notwithstanding the foregoing, if a loan with an interest rate based on Daily Compounded CORRA, Term CORRA, Daily Simple SOFR, or Term SOFR has been hedged in its entirety with an interest rate swap with the Bank (the "Swap") and the Swap does not include a negative interest rate floor, the foregoing negative interest rate floor shall not apply. However, for purposes of certainty, if the Swap is subsequently terminated or novated the restriction that interest rates shall never be less than 0.00% shall apply.

Any interest rate based on a period less than a year expressed as an annual rate for the purposes of the Interest Act (Canada) is equivalent to such determined rate multiplied by the actual number of days in the calendar year in which the same is to be ascertained and divided by the number of days in the period upon which it was based.

The Bank does not warrant or accept responsibility for, and shall not have any liability with respect to the continuation of, administration of, submission of, calculation of or any other matter related to Term CORRA, Daily Compounded CORRA, Daily Simple SOFR, Term SOFR or any component definition thereof or rates referred to in the definition thereof, or any alternative, successor or replacement rate thereto, including whether the composition or characteristics of any such alternative, successor or replacement rate will be similar to, or produce the same value or economic equivalence of, or have the same volume or liquidity as, Term CORRA, Daily Compounded CORRA, Daily Simple SOFR, Term SOFR or any other benchmark prior to its discontinuance or unavailability. The Bank and its affiliates or other related entities may engage in transactions that affect the calculation of the Prime Rate, U.S. Prime Rate, USBR, Term CORRA, Daily Compounded CORRA, Daily Simple SOFR, Term SOFR or any other base rate and any alternative, successor or replacement rate or any relevant adjustments thereto, in each case, in a manner adverse to the Borrower. The Bank may select information sources or services in its reasonable discretion to ascertain Term CORRA, Daily Compounded CORRA Daily Simple SOFR, Term SOFR or any other benchmark, in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrower, or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

## 2. INTEREST CALCULATION AND PAYMENT

Interest on Prime Based Loans, USBR Loans and U.S. Prime Rate Based Loans is calculated daily (including February 29 in a leap year), compounded for Prime Based Loans, and payable monthly in arrears based on the number of days the subject loan is outstanding unless otherwise provided in the Rate and Payment Terms Notice or other notice provided by the Bank to the Borrower. Interest is charged on February 29 in a leap year.

Interest on Daily Compounded CORRA Loans and Daily Simple SOFR Loans is calculated daily (including February 29 in a leap year) and payable in arrears on the interest payment dates set out in the notice delivered by the Bank to the Borrower based on the number of days the subject loan is outstanding. Interest is charged on February 29 in a leap year.

Interest on Term CORRA Loans and Term SOFR Loans is calculated and payable in arrears at the end of the interest period set out in the notice delivered by the Bank to the Borrower for the number of days in the Term SOFR or Term CORRA interest period, as applicable. Interest is charged on February 29 in a leap year.

Unless otherwise agreed to by the Bank, interest rate periods for Term CORRA Loans are 1 and 3 months and interest rate periods for Term SOFR Loans are 1, 3 and 6 months. Unless otherwise agreed to by the Bank, interest rate periods for Term CORA Loans and Term SOFR Loans must be the same as the applicable interest rate selected.

Interest on Fixed Rate Term Loans is compounded monthly, except for Fixed Rate Term Loans advanced under a Mortgage Loan Facility where interest is compounded semi-annually, and is payable monthly in arrears unless otherwise provided in the Rate and Payment Terms Notice.

Interest is payable both before and after maturity or demand, default and judgment.

Each payment under this Agreement shall be applied first in payment of costs and expenses, then interest and fees and the balance, if any, shall be applied in reduction of principal.

For loans not secured by real property, all overdue amounts of principal and interest and all amounts outstanding in excess of the Credit Limit shall bear interest from the date on which the same became due or from when the excess was incurred, as the case may be, until the date of payment or until the date the excess is repaid at the Bank's standard rate charged from time to time for overdrafts, or such lower interest rate if the Bank agrees to a lower interest rate in writing. Nothing in this clause shall be deemed to authorize the Borrower to incur loans in excess of the Credit Limit.

If any provision of this Agreement would oblige the Borrower to make any payment of interest or other amount payable to the Bank in an amount or calculated at a rate which would be prohibited by law or would result in a receipt by the Bank of interest at a criminal rate (as such terms are construed under the Criminal Code (Canada)), then, notwithstanding such provision, such amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by applicable law or so result in a receipt by the Bank of interest at a criminal rate , such adjustment to be effected, to the extent necessary (but only to the extent necessary), as follows: first, by reducing the amount or rate of interest, and, thereafter, by reducing any fees, commissions, costs, expenses, premiums and other amounts required to be paid to the Bank which would constitute interest for purposes of section 347 of the Criminal Code (Canada).

## 3. DRAWDOWN PROVISIONS

Fixed Rate Term Loans

There is no minimum amount of drawdown for Fixed Rate Term Loans, except as stated in this Agreement. The Borrower shall provide the Bank with at least three (3) Business Days' notice of a requested drawdown and will advise the Bank of its selection of drawdown options from those made available by the Bank. At least ten (10) Business Days prior to each Rate Term Maturity, the Borrower shall provide the Bank with notice of its selection of the new Rate Term for the Fixed Rate Term Loan. The Bank will, after each drawdown, send a Rate and Payments Terms Notice or other notice to the Borrower.

Prime Rate Based, U.S Prime Rate Based and USBR Loans

There is no minimum amount of drawdown by way of Prime Rate Based Loans, U.S. Prime Rate Based Loans and USBR Loans, except as stated in this Agreement. The Borrower shall provide the Bank with three (3) Business Days' notice of a requested Prime Rate Based Loan, U.S. Prime Rate Based Loan or USBR Loan over $1,000,000.

Term CORRA Loans and Daily Compounded CORRA Loans

Except as otherwise stated in this Agreement or agreed to by the Bank, the minimum amount of a drawdown by way of a Term CORRA Loan or a Daily Compounded CORRA Loan is CAD$1,000,000. The Borrower shall provide the Bank with three (3) Business Days' notice of a requested Term CORRA Loan or Daily Compounded CORRA Loan. The Borrower shall advise the Bank of the requested Term CORRA Loan and Daily Compounded CORRA Loan contract maturity, interest period and interest payment dates, as applicable, from those made available by the Bank. In no event shall the term of a Term CORRA Loan or Daily Compounded CORRA Loan or exceed the Contractual Term Maturity Date or Maturity Date, as applicable.

Term SOFR Loans and Daily Simple SOFR Loans

Except as otherwise stated in this Agreement or agreed to by the Bank, the minimum amount of a drawdown by way of a Term SOFR Loan or a Daily Simple SOFR Loan is USD$1,000,000. The Borrower will provide the Bank with three (3) Business Days' notice of a requested Term SOFR Loan or Daily Simple SOFR Loan. The Borrower shall advise the Bank of the requested Term SOFR Loan or Daily Simple SOFR Loan contract maturity, interest period and interest payment dates, as applicable, from those made available by the Bank. In no event shall the term or interest period of a Term SOFR Loan or Daily Simple SOFR Loan exceed the Contractual Term Maturity Date or Maturity Date, as applicable.

CORRA and SOFR Loans - Repayment, Roll Over, Conversion Notice

At least ten (10) days prior to the contract maturity and at least three (3) days prior to the last day of the interest period for a Term CORRA Loan, Daily Compounded CORRA Loan, Term SOFR Loan or Daily Simple SOFR Loan, the Borrower will advise the Bank of its election to repay the loan in full; roll over the loan by electing to continue such loan for an additional interest period for the same tenor as the initial period, and thereafter, each successive period, (subject to availability hereunder); or convert the loan to another interest rate type and term available under this Letter Agreement. In no event shall the term of any Term CORRA Loan, Daily Compounded CORRA Loan,

Term SOFR Loan or Daily Simple SOFR Loan exceed the Contractual Term Maturity Date or Maturity Date, as applicable. The Bank will, after each drawdown or election hereunder with respect to a Term CORRA Loan, Daily Compounded CORRA Loan, Term SOFR Loan or Daily Simple SOFR Loan, send a Rate and Payment Terms Notice or other noticed delivered by the Bank to the Borrower.

LCs, GTF DLCs and GTF SBLCs

The Bank shall have the discretion to restrict the maturity date of LCs, GTF DLCs and GTF SBLCs.

SOFR and CORRA - Conversion

Any portion of any Term CORRA Loan or Daily Compounded CORRA Loan that is not repaid, rolled over or converted in accordance with the applicable notice requirements hereunder shall be converted by the Bank to a Prime Based Loan effective as of the last day in the interest period or on the interest payment date, as applicable, of the Term CORRA Loan or the Daily Compounded CORRA Loan. The Bank may charge interest on the amount of the Prime Based Loan at the rate of 115% of the rate applicable to Prime Based Loans for the 3 Business Day period immediately following such maturity. Thereafter, the rate shall revert to the rate applicable to Prime Based Loans.

Any portion of any Term SOFR Loan or Daily Simple SOFR Loan that is not repaid, rolled over or converted in accordance with the applicable notice requirements hereunder shall be converted by the Bank to a USBR Loan effective as of the last day in the interest period or on the interest payment date, as applicable, of the Term SOFR Loan or the Daily Simple SOFR Loan. The Bank may charge interest on the amount of the USBR Loan at the rate of 115% of the rate applicable to USBR Loans for the 3 Business Day period immediately following such maturity. Thereafter, the rate shall revert to the rate applicable to USBR Loans.

SOFR and CORRA Market Disruption, Benchmark Cessation

If the Bank determines, in its sole discretion, that (i) a normal market in Canada for the making of any or all tenors of Term CORRA Loans or Term SOFR Loans, or for the making of Daily Compounded CORRA Loans, Daily Simple SOFR Loans or any other loan other than Prime Rate Based Loans, U.S. Prime Rate Based Loans, USBR Loans does not exist, (ii) Term CORRA, Daily Compounded CORRA, Daily Simple SOFR, Term SOFR or any other base rate other than Prime Rate, US Prime Rate and USBR cannot be determined in accordance with the definition thereof on any given day, (iii) Term CORRA, Daily Compounded CORRA, Daily Simple SOFR, Term SOFR or any other base rate other than Prime Rate, U.S. Prime Rate and USBR for any requested interest period with respect to a proposed loan does not adequately and fairly reflect the cost to the Bank of making and maintaining such loan, or (iv) a Benchmark Replacement Date has occurred with respect to a benchmark rate any right of the Borrower to request a drawdown (including any rollover or conversion) under the applicable borrowing option shall be suspended until the Bank advises otherwise. Any such drawdown (including any rollover or conversion) request during the suspension period for (i) Term CORRA Loans or Daily Compounded CORRA Loans, as applicable, shall be deemed to be a drawdown notice requesting a Prime Based Loan in an equivalent amount, or (ii) Term SOFR Loans or Daily Simple SOFR Loans, as applicable, shall be deemed to be a drawdown notice requesting a USBR Loan in an equivalent amount.

Cash Management

The Bank may, and the Borrower hereby authorizes the Bank to, drawdown under any uncommitted Facility hereunder to satisfy any obligations of the Borrower to the Bank in connection with any cash management service provided by the Bank to the Borrower. The Bank may drawdown under any uncommitted Facility hereunder even if the drawdown results in amounts outstanding in excess of the Credit Limit.

## 4. PREPAYMENT

Fixed Rate Term Loans

**(a) 10% Prepayment Option Chosen.**

Once, each calendar year, ("Year"), the Borrower may, provided that an Event of Default has not occurred, prepay in one lump sum, an amount of principal outstanding under a Fixed Rate Term Loan not exceeding 10% of the original amount of the Fixed Rate Term Loan, upon payment of all interest accrued to the date of prepayment without paying any prepayment charge. If the prepayment privilege is not used in one Year, it cannot be carried forward and used in a later Year.

Provided that an Event of Default has not occurred, the Borrower may prepay more than 10% of the original amount of a Fixed Rate Term Loan in any Year, upon payment of all interest accrued to the date of prepayment and an amount equal to the greater of:

i) three months' interest on the amount of the prepayment (the amount of prepayment is the amount of prepayment exceeding the 10% limit described in Section 4(a)) using the interest rate applicable to the Fixed Rate Term Loan being prepaid; and ii)

the Yield Maintenance, being the difference between:

a. the current outstanding principal balance of the Fixed Rate Term Loan; and

b. the sum of the present values as of the date of the prepayment of the future payments to be made on the Fixed Rate Term Loan until the Rate Term Maturity, plus the present value of the principal amount of the Fixed Rate Term Loan that would have been due on the Rate Term Maturity, when discounted at the Government of Canada bond yield rate with a term which has the closest maturity to the unexpired term of the Fixed Rate Term Loan.

**(b) 10% Prepayment Option Not Chosen.**

The Borrower may, provided that an Event of Default has not occurred, prepay all or any part of the principal then outstanding under a Fixed Rate Term Loan upon payment of all interest accrued to the date of prepayment and an amount equal to the greater of:

i) three months' interest on the amount of the prepayment using the interest rate applicable to the Fixed Rate Term Loan being prepaid; and

ii) the Yield Maintenance, being the difference between:

a. the current outstanding principal balance of the Fixed Rate Term Loan; and

b. the sum of the present values as of the date of the prepayment of the future payments to be made on the Fixed Rate Term Loan until the Rate Term Maturity, plus the present value of the principal amount of the Fixed Rate Term Loan that would have been due on the maturity of the Rate Term Maturity when discounted at the Government of Canada bond yield rate with a term which has the closest maturity to the unexpired term of the Fixed Rate Term Loan.

Term CORRA Loans and Term SOFR Loans

The Borrower may prepay the whole or any part the principal outstanding under a Term CORRA Loan or Term SOFR Loan at any time upon payment of all interest accrued to the date of the prepayment, all costs to the Bank in unwinding the Term CORRA Loan or Term SOFR Loan and any loss suffered by the Bank in re-employing the amounts so repaid.

Floating Rate Term Loans

The Borrower may prepay the whole or any part of the principal outstanding under a Floating Rate Term Loan, other than Daily Compounded CORRA Loans and Daily Simple SOFR Loans, at any time upon payment of all accrued interest to the date of the prepayment without the payment of prepayment charges.

The Borrower may prepay the whole or any part of the principal outstanding under a Daily Compounded CORRA Loan and Daily Simple SOFR Loan at any time upon payment of all accrued interest to the date of the prepayment, all costs to the Bank of unwinding the Daily Compounded CORRA Loan or Daily Simple SOFR Loan and any loss suffered by the Bank in re-employing amounts so repaid.

## 5. STANDARD DISBURSEMENT CONDITIONS

The obligation of the Bank to permit any drawdowns or make any loan or advance hereunder at any time is subject to the following conditions precedent:

a) The Bank shall have received the following documents which shall be in form and substance satisfactory to the Bank: i)

A copy of this Agreement duly executed by the Borrower;

ii) A copy of a duly executed resolution of the Board of Directors of the Borrower empowering the Borrower to enter into this Agreement; iii) A copy of any necessary government approvals authorizing the Borrower to enter into this Agreement; iv) All of the Bank Security and supporting resolutions and solicitors' letter of opinion required hereunder; v) The Borrower's compliance certificate certifying compliance with all terms and conditions hereunder; vi) All operation of account documentation; and vii) For drawdowns under a Facility by way of GTF LC, the Bank s standard GTF Documents applicable to the GTF LC being issued. b) The representations and warranties contained in this Agreement are correct.

c) There has not been prior to any drawdown, any change in any information, statements, representations, or warranties made or furnished to the Bank by or on behalf of the Borrower which cannot be or is not rectified by the Borrower to the Bank s satisfaction within ten (10) days after written notification thereof by the Bank to the Borrower.

d) No event has occurred and is continuing which constitutes an Event of Default or would constitute an Event of Default, but for the requirement that notice be given or time elapse or both.

e) The Bank has received the Setup Fee payable hereunder (if any) and any other fee payable hereunder prior to any drawdown and the Borrower has paid all legal and other expenses incurred by the Bank in connection with the Agreement or the Bank Security.

## 6. STANDARD REPRESENTATIONS AND WARRANTIES

The Borrower hereby represents and warrants, which representations and warranties shall be deemed to be continually repeated so long as any amounts remain outstanding and unpaid under this Agreement or so long as any commitment under this Agreement remains in effect, that:

a) The Borrower is a duly incorporated corporation, a limited partnership, partnership, or sole proprietorship, as applicable, duly organized, validly existing and in good standing under the laws of the jurisdiction where the Branch/Centre is located and each other jurisdiction where the Borrower has property or assets or carries on business and the Borrower has adequate corporate power and authority to carry on its business, own property, borrow monies and enter into agreements therefore, execute and deliver the Agreement, the Bank Security, and documents required hereunder, and observe and perform the terms and provisions of this Agreement.

b) There are no laws, statutes or regulations applicable to or binding upon the Borrower and no provisions in its charter documents or in any by-laws, resolutions, contracts, agreements, or arrangements which would be contravened, breached, violated as a result of the execution, delivery, performance, observance, of any terms of this Agreement.

c) No Event of Default has occurred nor has any event occurred which, with the passage of time or the giving of notice, would constitute an Event of Default under this Agreement or which would constitute a default under any other agreement.

d) There are no actions, suits, or proceedings, including appeals or applications for review, or any knowledge of pending or threatened actions, suits, or proceedings against the Borrower, any of the Borrower s subsidiaries, any Guarantor, or any real property mortgaged under the Bank Security which would result in a Material Adverse Change.

e) All material authorizations, approvals, consents, licenses, exemptions, filings, registrations and other requirements of governmental, judicial and public bodies and authorities required to carry on its business have been or will be obtained or effected and are or will be in full force and effect.

f) The financial statements and forecasts delivered to the Bank fairly present the present financial position of the Borrower and have been prepared by the Borrower and its auditors in accordance with the International Financial Reporting Standards or GAAP for Private Enterprises, and the certified rent roll delivered to the Bank, if applicable, presents an accurate description of all matters set out therein.

g) All of the remittances required to be made by the Borrower to the federal government and all provincial and municipal governments have been made, are currently up to date and there are no outstanding arrears. Without limiting the foregoing, all employee source deductions (including income taxes, Employment Insurance and Canada Pension Plan), sales taxes (both provincial and federal), corporate income taxes, corporate capital taxes, payroll taxes and worker's compensation dues are currently paid and up to date.

h) If the Bank Security includes a charge on real property, the Borrower or Guarantor, as applicable, is the legal and beneficial owner of the real property with good and marketable title in fee simple thereto, free from all easements, rights-of-way, agreements, restrictions, mortgages, liens, executions, and other encumbrances, save and except for those approved by the Bank in writing.

i) The entering into and performance of its obligations set out herein does not result in the creation of any lien, charge, security, interest or other encumbrance (except to the Bank) upon any of its assets pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which it is a party or by which it or its assets may be bound.

j) No approval, consent or withholding of objection is required from any government or any regulatory authority, agency, commission or board or any court or, without limitation to the foregoing, any other law, regulation or rule-making entity or any person acting or purporting to act under the authority of any of the foregoing with respect to the entering into and performance by it of its obligations set out herein, or, if such approval is required, it has been obtained.

k) All information that the Borrower has provided to the Bank is accurate and complete, including, without limitation, where applicable:

i) the names of the Borrower s directors and the names and addresses of the Borrower s beneficial owners; ii)

the names and addresses of the Borrower s trustees, known beneficiaries and/or settlors; and iii) the Borrower s

ownership, control, and structure.

No representation or warranty or other statement made by the Bank concerning this Agreement shall be binding on the Bank unless made by it in writing as a specific amendment to this Agreement.

## 7. STANDARD POSITIVE COVENANTS

So long as any amounts remain outstanding and unpaid under this Agreement or so long as any commitment under this Agreement remains in effect, the Borrower will, and will ensure that its subsidiaries and each of the Guarantors will:

a) Pay all amounts of principal, interest, fees and expenses on the dates, times and place specified herein, under the Rate and Payment Terms Notice or other notice provided by the Bank to the Borrower, and under any other agreement between the Bank and the Borrower.

b) Advise the Bank of any change in the amount and the terms of any credit arrangement made with other lenders or any action taken by another lender to recover amounts outstanding with such other lender.

c) Advise promptly after the happening of any event which may result in a Material Adverse Change or the occurrence of any Event of Default or default under this Agreement or under any other agreement for borrowed money.

d) Do all things necessary to maintain in good standing its corporate existence and preserve and keep all material agreements, rights, franchises, licenses, operations, contracts or other arrangements in full force and effect.

e) Take all necessary actions to ensure that the Bank Security and its obligations hereunder will rank ahead of all other indebtedness of, and all other security granted by the Borrower.

f) Pay all taxes, assessments, and government charges unless such taxes, assessments, or charges are being contested in good faith and appropriate reserves shall be made with funds set aside in a separate trust fund.

g) Provide the Bank with information and financial data as it may request from time to time, including, without limitation, such updated information and/or additional supporting information as the Bank may require with respect to any or all the matters in the Borrower s representation and warranty in Section 6(k).

h) Maintain property, plant and equipment in good repair and working condition.

i) Provide notification if a tenant or tenants generating, in aggregate, a significant amount of gross rental income from any real property mortgaged under the Bank Security, defaults or default under its or their lease(s).

j) Provide copies of leases, offers to lease, licences and offers to license executed after any drawdown, to the Bank upon request. All such leasing and licensing shall be undertaken in accordance with prudent business practices.

k) Inform the Bank of any actual or probable litigation and furnish the Bank with copies of details of any litigation or other proceedings, which might affect the financial condition, business, operations, property, assets, reputation or prospects of the Borrower, any of the Borrower's subsidiaries and any of the Guarantors or may result in a Material Adverse Change.

l) Provide such additional security, guarantees and other agreements and documentation as may be required from time to time by the Bank or its solicitors.

m) Continue to carry on the business currently being carried on by the Borrower, its subsidiaries and each of the Guarantors at the date hereof.

n) Maintain adequate insurance on all of its assets, undertakings, and business risks.

o) Permit the Bank or its authorized representatives full and reasonable access to its premises, business, financial and computer records and allow the duplication or extraction of pertinent information therefrom.

p) Comply with all applicable laws and regulations.

## 8. STANDARD NEGATIVE COVENANTS

So long as any amounts remain outstanding and unpaid under this Agreement or so long as any commitment under this Agreement remains in effect, the Borrower will not and will ensure that its subsidiaries and each of the Guarantors will not:

a) Create, incur, assume, or suffer to exist, any mortgage, deed of trust, pledge, lien, security interest, assignment, charge, or encumbrance (including without limitation, any conditional sale, or other title retention agreement, or finance lease) of any nature, upon or with respect to any of its real or personal property, assets or undertakings, now owned or hereafter acquired, including, without limitation, any real property mortgaged under the Bank Security, and any leases on any real property mortgaged under the Bank Security and the income derived therefrom, except for those Permitted Liens, if any, set out in the Letter.

b) Create, incur, assume or suffer to exist any other indebtedness for borrowed money (except for indebtedness resulting from Permitted Liens, if any) or guarantee or act as surety or agree to indemnify the debts of any other Person.

c) Merge or consolidate with any other Person, or acquire all or substantially all of the shares, assets or business of any other Person.

d) Sell, lease, assign, transfer, convey or otherwise dispose of any of its now owned or hereafter acquired real property, personal property and other assets (including, without limitation, securities and indebtedness of subsidiaries, receivables and leasehold interests) or permit a change in the legal or beneficial ownership of any real property mortgaged under the Bank Security or any other assets forming part of the Bank Security or parts thereof or interests therein, except for inventory disposed of in the ordinary course of business.

e) Terminate or enter into a surrender of any lease of any real property mortgaged under the Bank Security.

f) Cease to carry on the business currently being carried on by each of the Borrower, its subsidiaries, and the Guarantors at the date hereof.

g) Permit any change of ownership or change in the capital structure of the Borrower.

## 9. ENVIRONMENTAL

The Borrower represents and warrants (which representation and warranty shall continue throughout the term of this Agreement) that the business of the Borrower, including without limitation, the ownership and operation of any real property mortgaged under the Bank Security, its subsidiaries and each of the Guarantors is being operated in compliance with applicable laws and regulations respecting the discharge, emission, spill or disposal of any hazardous materials and that any and all enforcement actions in respect thereto have been clearly conveyed to the Bank.

The Borrower shall, at the request of the Bank from time to time, and at the Borrower's expense, obtain and provide to the Bank an environmental audit or inspection report of the property from auditors or inspectors acceptable to the Bank.

## 10. STANDARD EVENTS OF DEFAULT

The Bank may accelerate the payment of principal and interest under any committed Facility hereunder and cancel any undrawn portion of any committed Facility hereunder, at any time after the occurrence of any one of the following Events of Default:

a) Non-payment of principal outstanding under this Agreement when due or non-payment of interest or fees outstanding under this Agreement within 3 Business Days of when due.

b) If any representation, warranty or statement made hereunder or made in connection with the execution and delivery of this Agreement or the Bank Security is false or misleading at any time.

c) If any representation or warranty made or information provided by any Guarantor to the Bank from time to time, including without limitation, under or in connection with the Personal Financial Statement and Privacy Agreement provided by such Guarantor, is false or misleading at any time.

d) If there is a breach or non-performance or non-observance of any term or condition of this Agreement or the Bank Security and, if such default is capable to being remedied, the default continues unremedied for 5 Business Days after the occurrence.

e) If the Borrower, any one of its subsidiaries, or, if any of the Guarantors makes a general assignment for the benefit of creditors, files or presents a petition, makes a proposal or commits any act of bankruptcy, or if any action is taken for the winding up, liquidation or the appointment of a liquidator, trustee in bankruptcy, custodian, curator, sequestrator, receiver or any other officer with similar powers or if a judgment or order shall be entered by any court approving a petition for reorganization, arrangement or composition of or in respect of the Borrower, any of its subsidiaries, or any of the Guarantors or if the Borrower, any of its subsidiaries, or any of the Guarantors is insolvent or declared bankrupt.

f) If there exists a voluntary or involuntary suspension of business of the Borrower, any of its subsidiaries, or any of the Guarantors.

g) If action is taken against the Borrower, any of its subsidiaries, or any of the Guarantors to take possession of or enforce proceedings against any real or personal property and assets of the Borrower, any of its subsidiaries, or any of the Guarantors, including without limitation any real property mortgaged under the Bank Security.

h) If any final judgment for the payment of monies is made against the Borrower, any of its subsidiaries, or any of the Guarantors and it is not discharged within 30 days from the imposition of such judgment.

i) If there exists an event, the effect of which with lapse of time or the giving of notice, will constitute an event of default or a default under any other agreement for borrowed money in excess of the Cross Default Threshold entered into by the Borrower, any of its subsidiaries, or any of the Guarantors.

j) If the Borrower, any one of its subsidiaries, or any of the Guarantors default under any other present or future agreement with the Bank or any of the Bank s subsidiaries, including without limitation, any other loan agreement, forward foreign exchange transactions, interest rate and currency and/or commodity swaps.

k) If the Bank Security is not enforceable or if any party to the Bank Security shall dispute or deny any liability or any of its obligations under the Bank Security, or if any Guarantor terminates a guarantee in respect of future advances.

l) If, in the Bank's determination, a Material Adverse Change occurs.

m) If the Borrower or a Guarantor is an individual, the Borrower or such Guarantor dies or is found by a court to be incapable of managing his or her affairs.

n) If any encumbrance or construction lien is registered upon any real property mortgaged under the Bank Security and is not discharged within ten (10) days after being registered.

o) If a writ of execution, distress, attachment or similar process is issued or levied against all or a substantial portion of any property (including, without limitation, any real property mortgaged under the Bank Security) or other assets of the Borrower, the Borrower s subsidiaries or any Guarantor which might result in a Material Adverse Change to the Borrower, the Borrower s subsidiaries or any Guarantor, unless such writ or process is withdrawn, released, vacated or stayed within thirty (30) days, or a judgment or order shall be rendered against the Borrower, the Borrower s subsidiaries or any Guarantor by a court of competent jurisdiction with respect to such

default and such judgment or order shall not be satisfied in accordance with its terms and shall continue unstayed and in effect for thirty (30) days.

p) If any part of any real property mortgaged under the Bank Security is condemned or expropriated, provided that in respect of any expropriation, only if such expropriation gives rise to proceeds of expropriation in excess of 20% of the appraised value of such real property mortgaged under the Bank Security established as of the date hereof or if such expropriation materially impairs (A) the value of any real property mortgaged under the Bank Security or in any Bank Security or other security delivered to the Bank in connection with this Agreement or (B) the ability of the Borrower to fulfill its obligations under this Agreement.

q) If any part of any real property mortgaged under the Bank Security becomes subject to a condominium regime or any form of multiple ownership or governance.

r) If at any time during the currency of this Agreement, the Bank is of the opinion, acting reasonably, that any real property mortgaged under the Bank Security is not being managed, in all respects, in a satisfactory manner, and the Borrower has not improved the management of such real property to the Bank's satisfaction within thirty (30) days from the date of receiving notice from the Bank (or earlier if the Bank, in its sole discretion, believes prejudice to the Bank or impairment of the Bank Security could result from the current management practices).

## 11. ACCELERATION

If the Bank accelerates the payment of principal and interest hereunder, the Borrower shall immediately pay to the Bank all amounts outstanding hereunder, including without limitation, the amount of unmatured Term CORRA Loans, Daily Compounded CORRA Loans, Term SOFR Loans and Daily Simple SOFR Loans and the amount of all drawn and undrawn LCs and GTF LCs. All cost to the Bank of unwinding Term CORRA Loans and Term SOFR Loans and all loss suffered by the Bank in re-employing amounts repaid will be paid by the Borrower.

The Bank may demand the payment of principal and interest under any uncommitted Facility hereunder and cancel any undrawn portion of any uncommitted Facility hereunder, at any time whether or not an Event of Default has occurred.

## 12. TAXATION ON PAYMENTS

All payments made by the Borrower to the Bank will be made free and clear of all present and future taxes (excluding the Bank's income taxes), withholdings or deductions of whatever nature. If these taxes, withholdings or deductions are required by applicable law and are made, the Borrower, shall, as a separate and independent obligation, pay to the Bank all additional amounts as shall fully indemnify the Bank from any such taxes, withholdings or deductions.

## 13. REPRESENTATION

No representation or warranty or other statement made by the Bank concerning any of the Facilities shall be binding on the Bank unless made by it in writing as a specific amendment to this Agreement.

## 14. CHANGING THE AGREEMENT

a) The Bank may, from time to time, unilaterally change the provisions of this Agreement where (i) the provisions of the Agreement relate to any uncommitted Facility hereunder, including changing or adding fees that may be charged in connection therewith, or (ii) such change is for the benefit of the Borrower, or made at the Borrower s request, including without limitation, decreases to fees or interest payable hereunder or (iii) where such change makes compliance with this Agreement less onerous to the Borrower, including without limitation, release of security. These changes can be made by the Bank providing written notice to the Borrower of such changes in the form of a specific waiver or a document constituting an amending agreement. The Borrower is not required to execute such waiver or amending agreement, unless the Bank requests the Borrower to sign such waiver or amending agreement. A change in the Prime Rate and USBR is not an amendment to the terms of this Agreement that requires notification to be provided to the Borrower.

b) Changes to the Agreement, other than as described in a) above, including changes to covenants and fees payable by the Borrower, are required to be agreed to by the Bank and the Borrower in writing, by the Bank and the Borrower each signing an amending agreement.

c) The Bank is not required to notify a Guarantor of any change in the Agreement, including any increase in the Credit Limit or Borrowing Limit, as applicable.

## 15. ADDED COST

If the introduction of or any change in any present or future law, regulation, treaty, official or unofficial directive, or regulatory requirement, (whether or not having the force of law) or in the interpretation or application thereof, relates to:

i) the imposition or exemption of taxation of payments due to the Bank or on reserves or deemed reserves in respect of the undrawn portion of any Facility or loan made available hereunder; or,

ii) any reserve, special deposit, regulatory or similar requirement against assets, deposits, or loans or other acquisition of funds for loans by the Bank; or,

iii) the amount of capital required or expected to be maintained by the Bank as a result of the existence of the advances or the commitment made hereunder;

and the result of such occurrence is, in the sole determination of the Bank, to increase the cost of the Bank or to reduce the income received or receivable by the Bank hereunder, the Borrower shall, on demand by the Bank, pay to the Bank that amount which the Bank estimates will compensate it for such additional cost or reduction in income and the Bank's estimate shall be conclusive, absent manifest error.

## 16. EXPENSES

The Borrower shall pay, within 5 Business Days following notification, any fees and expenses (including but not limited to all legal fees) incurred by the Bank in connection with the preparation, registration, ongoing administration, and discharge of this Agreement and the Bank Security and with the enforcement of the Bank's rights and remedies under this Agreement and the Bank Security whether or not any amounts are advanced under the Agreement, including, for greater certainty, if any amounts are not advanced under this Agreement by reason of the failure of the Borrower to satisfy the Disbursement Conditions. These fees and expenses shall include, but not be limited to, any outside counsel fees and expenses, and any in-house legal fees and expenses (if in-house counsel are used), and any outside professional advisory fees and expenses, and any registration, renewal and discharge fees in connection with the Bank Security, including but not limited to, as applicable, land registry, intellectual property registry, Bank Act, Personal Property Security Act, and Le Registre des droits personnels et réels mobiliers fees as established by the applicable federal, provincial and/or territorial government(s) from time to time. The Borrower shall pay interest on unpaid amounts due pursuant to this paragraph at the All-In Rate plus 2% per annum. The Bank shall be entitled and is hereby authorized to deduct from the amount available under any Facility, all costs and expenses payable under this Agreement.

Without limiting the generality of Section 25, the Bank or the Bank s agent, is authorized to debit any of the Borrower s accounts with the amount of the fees and expenses owed by the Borrower hereunder, including any registration, renewal and discharge fee as described in this section in connection with the Bank Security, even if that debiting creates an overdraft in any such account. If there are insufficient funds in the Borrower s accounts to reimburse the Bank or it s agent for payment of the fees and expenses owed by the Borrower hereunder, the amount debited to the Borrower s accounts shall be deemed to be a Prime Rate Based Loan.

The Borrower will, if requested by the Bank, sign a Pre-Authorized Payment Authorization in a format acceptable to the Bank to permit the Bank s agent to debit the Borrower s accounts as contemplated in this Section.

## 17. NON-WAIVER

Any failure by the Bank to object to or take action with respect to a breach of this Agreement or any Bank Security or upon the occurrence of an Event of Default shall not constitute a waiver of the Bank's right to take action at a later date on that breach. No course of conduct by the Bank will give rise to any reasonable expectation which is in any way inconsistent with the terms and conditions of this Agreement and the Bank Security or the Bank's rights thereunder.

## 18. EVIDENCE OF INDEBTEDNESS

The Bank shall record on its records the amount of all loans made hereunder, payments made in respect thereto, and all other amounts becoming due to the Bank under this Agreement. The Bank's records constitute, in the absence of manifest error, conclusive evidence of the indebtedness of the Borrower to the Bank pursuant to this Agreement.

With respect to chattel mortgages taken as Bank Security, this Agreement is the Promissory Note referred to in same chattel mortgage, and the indebtedness incurred hereunder is the true indebtedness secured by the chattel mortgage.

## 19. ENTIRE AGREEMENT

This Agreement replaces any previous letter agreements dealing specifically with terms and conditions of the Facilities (excluding the Ancillary Facilities). Agreements relating to other credit facilities made available by the Bank continue to apply for those other credit facilities. This Agreement, Rate and Payment Term notices issued hereunder, and other notices provided by the Bank to the Borrower in connection with the Facilities and the GTF Documents, if applicable, are the entire agreements relating to the Facilities (excluding the Ancillary Facilities) described in this Agreement.

## 20. ASSIGNMENT

The Bank may assign or grant participation in all or part of this Agreement or in any loan, LCs, GTF DLCs or GTF SBLCs made hereunder without notice to and without the Borrower's consent.

The Borrower may not assign or transfer all or any part of its rights or obligations under this Agreement.

## 21. RELEASE OF INFORMATION

The Borrower hereby irrevocably authorizes and directs the Borrower's accountant and other professional advisors, to deliver all financial statements and other financial information concerning the Borrower to the Bank and agrees that the Bank and the accountant and other professional advisors may communicate directly with each other.

## 22. GENERAL INDEMNITY

The Borrower agrees to indemnify the Bank, its officers, directors, employees, agents and shareholders, and agrees to hold each of them harmless from and against any and all claims, losses, liabilities, damages and expenses (including legal and audit expenses) arising or resulting from the indebtedness under this Agreement, this Agreement or in connection with the Bank Security or any breach by the Borrower of any representation, warranty, or covenant under this Agreement or the Bank Security. In no event will the Bank be liable to the Borrower for any direct, indirect or consequential damages arising in connection with this Agreement.

## 23. CURRENCY INDEMNITY

USD loans must be repaid with USD and CAD loans must be repaid with CAD and, notwithstanding the generality of Section 22, the Borrower shall indemnify the Bank for any loss suffered by the Bank if USD loans are repaid with CAD or vice versa, whether such payment is made pursuant to an order of a court or otherwise.

## 24. FX CLOSE OUT

The Borrower hereby acknowledges and agrees that in the event any of the following occur: (i) Default by the Borrower under any forward foreign exchange contract ("FX Contract"); (ii) Default by the Borrower in payment of monies owing by it to anyone, including the Bank; (iii) Default in the performance of any other obligation of the Borrower under any agreement to which it is subject; or (iv) the Borrower is adjudged to be or voluntarily becomes bankrupt or insolvent or admits in writing to its inability to pay its debts as they come due or has a receiver appointed over its assets, the Bank shall be entitled without advance notice to the Borrower to close out and terminate all of the outstanding FX Contracts entered into hereunder, using normal commercial practices employed by the Bank, to determine the gain or loss for each terminated FX Contract. The Bank shall then be entitled to calculate a net termination value for all of the terminated FX Contracts which shall be the net sum of all the losses and gains arising from the termination of the FX Contracts which net sum shall be the "Close Out Value" of the terminated FX Contracts. The Borrower acknowledges that it shall be required to forthwith pay any positive Close Out Value owing to the Bank and the Bank shall be required to pay any negative Close Out Value owing to the Borrower, subject to any rights of set-off to which the Bank is entitled or subject.

## 25. SET-OFF

In addition to and not in limitation of any rights now or hereafter granted under applicable law, the Bank may at any time and from time to time without notice to the Borrower or any other Person, any notice being expressly waived by the Borrower, set-off and compensate and apply any and all deposits, general or special, time or demand, provisional or final, matured or unmatured, in any currency, and any other indebtedness or amount payable by the Bank (irrespective of the place of payment or booking office of the obligation), to or for the credit of or for the Borrower's account, including without limitation, any amount owed by the Bank to the Borrower under any FX Contract or other treasury or derivative product, against and on account of the indebtedness and liability under this Agreement notwithstanding that any of them are contingent or unmatured or in a different currency than the indebtedness and liability under this Agreement.

When applying a deposit or other obligation in a different currency than the indebtedness and liability under this Agreement to the indebtedness and liability under this Agreement, the Bank will convert the deposit or other obligation to the currency of the indebtedness and liability under this Agreement using the exchange rate determined by the Bank at the time of the conversion.

## 26. NON-MERGER

Notwithstanding the execution, delivery or registration of the Bank Security and notwithstanding any advances made pursuant thereto, this Agreement shall continue to be valid, binding and enforceable and shall not merge as a result thereof. Any default under this Agreement shall constitute concurrent default under the Bank Security. Any default under the Bank Security shall constitute concurrent default under this Agreement. In the event of any inconsistency between the terms of this Agreement and the terms of the Bank Security, the terms of this Agreement shall prevail and the inclusion of any term in the Bank Security that is not dealt with in this Agreement shall not be an inconsistency.

## 27. SEVERABILITY

In the event any one or more of the provisions of this Agreement shall for any reason, including under any applicable statute or rule of law, be held to be invalid, illegal or unenforceable, that part will be severed from this Agreement and will not affect the enforceability of the remaining provisions of this Agreement, which shall remain in full force and effect.

## 28. CONSENT TO THE COLLECTION AND/OR DISCLOSURE OF INFORMATION

In addition to any rights the Bank may have regarding the collection and disclosure of the Borrower s information, the Borrower authorizes the Bank to, without restriction and without notice to or further consent of the Borrower, obtain information about the Borrower from, and disclose information about the Borrower to, TD, other lenders, financial institutions, assignee or purchaser or all or any part of the Facilities herein, credit reporting or credit rating agencies, credit bureaus, auditors, governmental and regulatory authorities, references provided by the Borrower and any supplier, agent or other party that performs services for the Borrower or for the Bank.

## 29. MISCELLANEOUS

i) The Borrower has received a signed copy of this Agreement.

ii) If more than one Person, firm or corporation signs this Agreement as the Borrower, each party is jointly and severally liable hereunder, and the Bank may require payment of all amounts payable under this Agreement from any one of them, or a portion from each, but the Bank is released from any of its obligations by performing that obligation to any one of them. Each Borrower hereby acknowledges that each Borrower is an agent of each other Borrower and payment by any Borrower hereunder shall be deemed to be payment by the Borrower making the payment and by each other Borrower. Each payment, including interest payments, made will constitute an acknowledgment of the indebtedness and liability hereunder by each Borrower.

iii) Accounting terms will (to the extent not defined in this Agreement) be interpreted in accordance with accounting principles established from time to time by the Canadian Institute of Chartered Accountants (or any successor) consistently applied, and all financial statements and information provided to the Bank will be prepared in accordance with those principles.

iv) Unless stated otherwise, all amounts referred to herein are in Canadian dollars.

v) If the Borrower qualifies as an Eligible Enterprise and the Facilities hereunder are not secured by a mortgage on real property, (a) the Borrower has the right to cancel this Agreement without incurring a cancellation charge until the end of the third Business Day after the day on which this Agreement is entered into and (b) cancel any LC or GTF DLC issued pursuant to this Agreement, so long as the beneficiary thereunder presents such LC or GTF DLC for cancellation at the issuing branch described thereon and/or, at the Bank's discretion, provides written consent for the cancellation of such LC or GTF LC satisfactory to the Bank to the issuing branch described thereon, without incurring a cancellation charge until the end of the third business day after the day on which the Letter of Credit is issued; and may be entitled to the refund of certain fees other than (i) any amounts related to the use of the product or service prior to its cancellation; and (ii) any expense that the Bank has reasonably incurred in providing the product or service.

vi) If any payment hereunder becomes due and payable on a day which is not a Business Day, the due date of such payment shall be extended to the next succeeding Business Day on which such payment shall be due and payable. Notwithstanding the foregoing, if a payment with respect to a Term CORRA Loan, Daily Compounded CORRA Loan, Term SOFR Loan or Daily Simple SOFR Loan becomes due and payable on a day which is not a Business Day and the next succeeding Business Day is in a succeeding calendar month, the due date of such payment shall be the immediately preceding Business Day.

## 30. CONSENT TO TD HANDLING OF YOUR PERSONAL INFORMATION AND PRIVACY POLICY

In this Section 30 and elsewhere in this Agreement, where applicable, "you" and "your" means the Borrower and "we", "our" and "us" means the Bank.

**You consent to Our Privacy Policy.** You agree that the Bank (which includes The Toronto- Dominion Bank and affiliated companies) may handle your personal information as we set out in our Privacy Policy. You can find our Privacy Policy online at td.com/privacy.

**You have choices.** The Privacy Policy outlines your options, where available, to refuse or withdraw your consent.

**Here is a summary of our Privacy Policy.**

***We collect, use, share and retain your information to:***

- Identify you
- Process your application
- Provide you ongoing service
- Communicate with you
- Personalize our relationship with you
- Improve TD products and services
- Protect against fraud, financial abuse and error
- Manage and assess our risks
- Meet legal and regulatory obligations

***We collect information (for the purposes set out above) from you and others including:***

Payment card networks
Lenders
Insurers
Fraud prevention agencies and registries

Any other people you have allowed us to contact
From your interactions with us, including on your mobile device or the internet, cameras at our property and records of your use of our products and services

***We may share your information (for the purposes set out above) with these parties. Some of them may be located outside your Province/territory or outside Canada:***

TD affiliates
Fraud prevention agencies and registries
Lenders
Companies that we work with to provide products or services
Insurers
Payment card networks
Meet legal and regulatory obligations

***We retain your information:***

We keep your information for as long as we reasonably need it for the purposes set out above.

***We may communicate with you:***

We may communicate with you about your application. And about your existing and other products and services that may be of interest to you. We may contact you by mail, phone at the number(s) you have provided, text, email or other electronic methods. You can opt out of receiving offers or choose how we contact you for marketing campaign purposes. To do so, visit a TD branch or call us at 1-866-222-3456.

**Application of Privacy Policy to Related Parties**

**If:**

a) there are changes to the signing authorities of the Borrower; or

b) at the time of obtaining a product or service from us, the Borrower, if a corporation, has any individual who owns or controls, directly or indirectly, 25 per cent or more of the shares of the corporation, or has any director, where such individual or director is not, at such time, either a signing authority of the corporation or a personal banking customer of the Bank; or

c) at the time of obtaining a product or service from us, the Borrower, if other than a corporation, has any individual who owns or controls, directly or indirectly, 25 per cent or more of the Borrower, where such individual is not, at such time, either a signing authority of the Borrower or a personal banking customer of the Bank;

then the Borrower agrees to make such signing authorities and any such individual or director aware of the Privacy Policy, advise them that they are subject to such policy and inform them that a copy of such policy is available at any TD Canada Trust branch or online at td.com.

The above sections b) and c) shall not apply where the Borrower is a public body, or a corporation that has minimum net assets of $75 million on its last audited balance sheet and whose shares are traded on a Canadian stock exchange or a stock exchange that is prescribed by section 3201 of the Income Tax Regulations, as may be amended from time to time, and operates in a country that is a member of the Financial Action Task Force.

## 31. CUSTOMER RESOLUTION PROCESS

Refer to our complaint handling procedures in our brochure, *Do you have a complaint?*. You can find this brochure at any retail branch, Commercial Banking Centre, or on our website at td.com.

## 32. DEFINITIONS

Capitalized terms used in this Agreement shall have the following meanings:

*Agreement* means the agreement between the Bank and the Borrower set out in the Letter, this Schedule A - Standard Terms and Conditions and Schedule B - LC and GTF DLC Terms and Conditions, Rates and Payment Terms Notices and other notices provided by the Bank to the Borrower in connection with this Agreement and, if applicable, the GTF Documents as each may be amended from time to time.

*All-In Rate* means the greater of the interest rates that the Borrower pays for a variable rate loan, a Term CORRA Loan, a Term SOFR Loan or the highest fixed rate paid for Fixed Rate Term Loans.

*Appraised Value* means the market value of the real property mortgaged under the Bank Security as determined by an appraisal conducted by any Bank-approved person holding the designation of A.A.C.I (Accredited Appraiser Canadian Institute), S.R.A.S. (Senior Realty Appraiser) or from L Ordre des Evaluateurs Agrees du Quebec using the Uniform Standards of Professional Appraisal Practice.

*Available Tenor* means, with respect to the applicable then-current Benchmark, (x) if such Benchmark is a term rate, any tenor for such Benchmark (or component thereof) that is or may be used for determining the length of an interest period pursuant to this

Agreement or (y) otherwise, any payment period for interest calculated with reference to such Benchmark (or component thereof) that is or may be used for determining any frequency of making payments of interest calculated with reference to such Benchmark pursuant to this Agreement.

*Benchmark* means the Term SOFR Reference Rate, Daily Simple SOFR, Term CORRA Reference Rate, or Daily Compounded CORRA, as the case may be.

*Benchmark Administrator* means, with respect to a Benchmark, the administrator of such Benchmark (or the published component used in the calculation thereof).

*Benchmark Replacement Date* means, with respect to a Benchmark, a date and time determined by the Bank, which date shall be no later than the earliest to occur of: (a) in the case of clause (x) of the definition of Benchmark Transition Event, the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the Benchmark Administrator permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or (b) in the case of clause (y) of the definition of Benchmark Transition Event, the first date on which the regulatory supervisor for the Benchmark Administrator announces that such Benchmark is non-representative, even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

*Benchmark Transition Event* means the occurrence of a public statement or publication of information (x) by (i) or on behalf of the Benchmark Administrator, (ii) the regulatory supervisor for the Benchmark Administrator, (iii) the Bank of Canada, (iv) an insolvency official with jurisdiction over the Benchmark Administrator, (v) a resolution authority with jurisdiction over the Benchmark Administrator, or (vi) a court or an entity with similar insolvency or resolution authority over the Benchmark Administrator, announcing that the Benchmark Administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or (y) by the regulatory supervisor for the Benchmark Administrator announcing that all Available Tenors of such Benchmark (or such component thereof) are not, or as of a specified future date will not be, representative.

*Branch/Centre* means The Toronto-Dominion Bank branch or banking centre noted on the first page of the Letter, or such other branch or centre as may from time to time be designated by the Bank.

*Business Day* means any day (other than a Saturday or Sunday) that the Branch/Centre is open for business, provided that when used in connection with Term SOFR loans, the term Business Day shall exclude any day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

*Contractual Term Maturity Date* means the last day of the Contractual Term period. If the Letter does not set out a specific Contractual Term period but rather refers to a period of time up to which the Contractual Term Maturity Date can occur, the Bank and the Borrower must agree on a Contractual Term Maturity Date before first drawdown, which Contractual Term Maturity Date will be set out in the Rate and Payment Terms Notice.

*CORRA* means the Canadian Overnight Repo Rate Average administered and published by the CORRA Administrator.

*CORRA Administrator* the Bank of Canada (or any successor administrator).

*Cross Default Threshold* means the cross-default threshold set out in the Letter. If no such cross-default threshold is set out in the Letter it will be deemed to be zero.

*Current Account* means the account established by the Borrower with the Bank for the conduct of the Borrower's day-to-day banking business in Canadian dollars.

*Daily Compounded CORRA* means, for any day (a "*CORRA Rate Day*"), CORRA with interest accruing on a compounded daily basis, with the methodology and conventions for this rate (which will include compounding in arrears with a lookback) being established by the Bank in accordance with the methodology and conventions for this rate selected or recommended by the Bank of Canada, or a committee officially endorsed or convened by the Bank of Canada, or any successor thereto, for determining compounded CORRA for business loans; provided that if the Bank decides that any such convention is not administratively feasible for the Bank, then the Bank may establish another convention in its reasonable discretion; and provided that if the administrator has not provided or published CORRA and a Benchmark Replacement Date with respect to CORRA has not occurred, then, in respect of any day for which CORRA is required, references to CORRA will be deemed to be references to the last provided or published CORRA.

For the avoidance of doubt, from the date hereof until such date that the Bank determines that the methodology and conventions described above have changed, CORRA, as used in the definition of Daily Compounded CORRA, shall mean, for any CORRA Rate Day, a rate per annum equal to the greater of (a) CORRA for the day (such day, a "*CORRA Determination Day*") that is five (5) Business Days prior to (i)

if such CORRA Rate Day is a Business Day, such CORRA Rate Day or (ii) if such CORRA Rate Day is not a Business Day, the Business Day immediately preceding such CORRA Rate Day, in each case, as such CORRA is published by the CORRA Administrator on the CORRA Administrator s Website, and (b) zero percent. If by 5:00 p.m. (Toronto time) on the second (2nd) Business Day immediately following any CORRA Determination Day, CORRA in respect of such CORRA Determination Day has not been published on the CORRA Administrator s Website and a Benchmark Replacement Date with respect to the Daily Compounded CORRA has not occurred, then CORRA for such CORRA Determination Day will be CORRA as published in respect of the first preceding Business Day for which such CORRA was published on the CORRA Administrator s Website; provided that any CORRA determined pursuant to this sentence shall be utilized for purposes of calculation of Daily Compounded CORRA for no more than three (3) consecutive CORRA Rate Days.

*Daily Simple SOFR* means, for any day (a *SOFR Rate Day* ), SOFR with interest accruing on a simple daily basis, with the methodology and conventions for this rate (which will include a lookback) being established by the Bank in accordance with the methodology and conventions for this rate selected or recommended by the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate), or any successor thereto, for determining daily simple SOFR for business loans; provided that if the Bank decides that any such convention is not administratively feasible for the Bank, then the Bank may establish another convention in its reasonable discretion; and provided that if the administrator has not provided or published SOFR and a Benchmark Replacement Date with respect to SOFR has not occurred, then, in respect of any day for which SOFR is required, references to SOFR will be deemed to be references to the last provided or published SOFR. Any change in Daily Simple SOFR due to a change in SOFR shall be effective from and including the effective date of such change in SOFR without notice to the Borrower.

For the avoidance of doubt, from the date hereof until such date that the Bank determines that the methodology and conventions described above have changed, Daily Simple SOFR shall mean, for any SOFR Rate Day, a rate per annum equal to the greater of (a) SOFR for the day (such day, a *SOFR Determination Day* ) that is five (5) Business Days prior to (i) if such SOFR Rate Day is a Business Day, such SOFR Rate Day or (ii) if such SOFR Rate Day is not a Business Day, the Business Day immediately preceding such SOFR Rate Day, in each case, as such SOFR is published by the SOFR Administrator on the SOFR Administrator s Website, and (b) zero percent. If by 5:00 p.m. (New York City time) on the second (2nd) Business Day immediately following any SOFR Determination Day, SOFR in respect of such SOFR Determination Day has not been published on the SOFR Administrator s Website and a Benchmark Replacement Date with respect to the Daily Simple SOFR has not occurred, then SOFR for such SOFR Determination Day will be SOFR as published in respect of the first preceding Business Day for which such SOFR was published on the SOFR Administrator s Website; provided that any SOFR determined pursuant to this sentence shall be utilized for purposes of calculation of Daily Simple SOFR for no more than three (3) consecutive SOFR Rate Days.

*Eligible Enterprise* means, as defined in the Bank Act, a business with authorized credit of less than CAD$1,000,000, fewer than 500 employees and annual revenues of less than CAD$50,000,000.

*Fixed Rate Term Loan* means any loan under a Term Loan Facility or a Mortgage Loan Facility with a fixed interest rate, which, for greater certainty, shall not include Term CORRA Loans or Term SOFR Loans.

*Floating Rate Term Loan* means any loan under a Term Loan Facility or a Mortgage Loan Facility with a variable interest rate, which, for greater certainty, shall not include Term CORRA Loans or Term SOFR Loans.

*Global Trade Finance Letter of Credit* or *GTF LC* means a GTF DLC (documentary letter of credit), GTF SBLC (standby letter of credit or demand guarantee) or similar instrument in form and substance satisfactory to the Bank applied for and issued through TD Securities Global Trade Finance.

*GTF Documents* means the Documentary Letter of Credit Application Form, General Trade Finance Agreement, Irrevocable Demand Guarantee / Irrevocable Standby Letter of Credit Application Form, TDfacilitrade Application Form, or other agreements required for the issuance of a GTF LC.

*Inventory Value* means, at any time of determination, the total value (based on the lower of cost or market) of the Borrower's inventories that are subject to the Bank Security (other than (i) those inventories supplied by trade creditors who at that time have not been fully paid and would have a right to repossess all or part of such inventories if the Borrower were then either bankrupt or in receivership, (ii) those inventories comprising work in process and (iii) those inventories that the Bank may from time to time designate in its sole discretion) minus the total amount of any claims, liens or encumbrances on those inventories having or purporting to have priority over the Bank.

*Letter* means the letter from the Bank to the Borrower to which this Schedule A - Standard Terms and Conditions and Schedule B - LC and GTF DLC Terms and Conditions are attached.

*Letter of Credit* or *LC* means a documentary letter of credit, standby letter of credit, demand guarantee or similar instrument in form and substance satisfactory to the Bank, not including GTF LCs.

*Material Adverse Change* means any change, effect, event or occurrence (direct or indirect) with respect to the condition (financial or otherwise), reputation, assets, property (including, without limitation, the value of any real property mortgaged under the Bank Security), income (including, without limitation, the vacancy rate or the income earned on any real property mortgaged under the Bank Security), liabilities, obligations (whether absolute, accrued, conditional or otherwise), business, operations, results of operations or prospects of the Borrower, any of the Borrower s subsidiaries or any of the Guarantors, whether of a short term or long term duration, and whether arising from events or circumstances or risks that are known or unknown to the Bank at the date of this Agreement, that is determined by the Bank, in its sole discretion, to be, or has the potential to be, material and adverse to the Borrower, any of the Borrower s subsidiaries or any of the Guarantors.

*Maturity Date* for a Facility, means the date on which all amounts outstanding under such Facility are due and payable to the Bank

*Person* includes any individual, sole proprietorship, corporation, partnership, joint venture, trust, unincorporated association, association, institution, entity, party, or government (whether national, federal, provincial, state, municipal, city, county, or otherwise and including any instrumentality, division, agency, body, or department thereof).

*Prime Rate* means the rate of interest per annum (based on a 365 day year) established and reported by the Bank to the Bank of Canada from time to time as the reference rate of interest for determination of interest rates that the Bank charges to customers of varying degrees of creditworthiness in Canada for Canadian dollar loans made by it in Canada.

*Purchase Money Security Interest* means a security interest on an asset which is granted to a lender or to the seller of such asset in order to secure the purchase price of such asset or a loan incurred to acquire such asset, provided that the amount secured by the security interest does not exceed the cost of the asset and provided that the Borrower provides written notice to the Bank prior to the creation of the security interest, and the creditor under the security interest has, if requested by the Bank, entered into an inter-creditor agreement with the Bank, in a format acceptable to the Bank.

*Rate Term* means that period of time as selected by the Borrower from the options offered to it by the Bank, during which a Fixed Rate Term Loan will bear a particular interest rate. If no Rate Term is selected, the Borrower will be deemed to have selected a Rate Term of 1 year.

*Rate Term Maturity* means the last day of a Rate Term which day may never exceed the Contractual Term Maturity Date.

*Rate and Payment Terms Notice* means the written notice sent by the Bank to the Borrower setting out the interest rate and payment terms for a particular drawdown, which Rate and Payment Terms Notice shall form part of this Agreement.

*Receivable Value* means, at any time of determination, the total value of those of the Borrower's trade accounts receivable that are subject to the Bank Security other than (i) those accounts then outstanding for 90 days, (ii) those accounts owing by Persons, firms or corporations affiliated with the Borrower, (iii) those accounts that the Bank may from time to time designate in its sole discretion, (iv) those accounts subject to any claim, liens, or encumbrance having or purporting to have priority over the Bank, (v) those accounts which are subject to a claim of set-off by the obligor under such account, MINUS the total amount of all claims, liens, or encumbrances on those receivables having or purporting to have priority over the Bank.

*Receivables/Inventory Summary* means a summary of the Borrower's trade account receivables and inventories, in form as the Bank may require and certified by a senior officer/representative of the Borrower.

*SOFR* means, with respect to any Business Day, a rate per annum equal to the secured overnight financing rate for such Business Day published by the SOFR Administrator on the website of the Federal Reserve Bank of New York, currently at http://www.newyorkfed.org (or any successor source for the secured overnight financing rate identified as such by the administrator of the secured financing rate from time to time), on the immediately succeeding Business Day.

*SOFR Administrator* means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

*Term CORRA* means, for the applicable corresponding interest period of a Term CORRA Loan, the Term CORRA Reference Rate for an interest period comparable to the applicable selected interest period on the day (such day, the Periodic Term CORRA Determination Day ) that is two (2) Business Days prior to the first day of such selected period, as such rate is published by the Term CORRA Administrator; provided, however, if as of 1:00 P.M. (Toronto time) on any Periodic Term CORRA Determination Day the Term CORRA Reference Rate for the applicable interest period has not been published by the Term CORRA Administrator and a Benchmark Replacement Date with respect to Term CORRA has not occurred, then Term CORRA will be the Term CORRA Reference Rate for such interest period as published by the Term CORRA Administrator on the first preceding Business Day for which such Term CORRA Reference Rate for such interest period was published by the Term CORRA Administrator so long as such first preceding Business Day is not more than three (3) Business Days prior to such Periodic Term CORRA Determination Day.

*Term CORRA Administrator* means Candeal Benchmark Administration Services Inc., TSX Inc. (or a successor administrator of the Term CORRA Reference Rate selected by the Bank in its reasonable discretion).

*Term CORRA Reference Rate* means, for the applicable corresponding interest period, the forward-looking term rate based on CORRA.

*Term SOFR* means, for the applicable corresponding interest period of a Term SOFR Loan, the Term SOFR Reference Rate for an interest period comparable to the applicable selected interest period on the day (such day, the Periodic Term SOFR Determination Day ) that is two (2) Business Days prior to the first day of such selected period, as such rate is published by the Term SOFR Administrator; provided, however, if as of 5:00 P.M. (New York City time) on any Periodic Term SOFR Determination Day the Term SOFR Reference Rate for the applicable interest period has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to Term SOFR has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such interest period as published by the Term SOFR Administrator on the first preceding Business Day for which such Term SOFR Reference Rate for such interest period was published by the Term SOFR Administrator so long as such first preceding Business Day is not more than three (3) Business Days prior to such Periodic Term SOFR Determination Day.

*Term SOFR Administrator* means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Bank in its reasonable discretion).

*Term SOFR Reference Rate* means, for the applicable corresponding interest period, the forward-looking term rate based on SOFR.

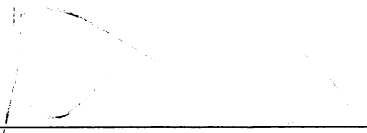
*USBR* means the rate of interest per annum (based on a 365 day year) established by the Bank from time to time *as the US Base Rate and published on the Bank s website.*

*USD* or *USD Equivalent* means, on any date, the equivalent amount in United States Dollars after giving effect to a conversion of a specified amount of Canadian Dollars to United States Dollars at the exchange rate determined by the Bank at the time of the conversion.

*USD Current Account* means the account established by the Borrower with the Bank for the conduct of the Borrower's day-to-day banking business in United States dollars.

*U.S. Prime Rate* means the rate of interest per annum (based on a 365 day year) established by the Bank from time to time as the U.S. Prime Rate and published on the Bank s website.

This is Exhibit "O" referred to in the affidavit of Taunja Byers affirmed before me at Vancouver, BC, this 26th day of October 2026.



*A Commissioner for taking Affidavits within British Columbia*

Symcor Cheque Image

THIS DOCUMENT HAS A TRUE WATERMARK AND CAN BE SEEN WHEN HELD TO LIGHT. THIS PAPER IS ALTERATION PROTECTED.

**STEWART MORTGAGE CORP.**
**TRUST ACCOUNT**
(250) 372-1995

TD CANADA TRUST
102-301 VICTORIA STREET
KAMLOOPS, BC V2C 2A3

CHEQUE NO. 004080

DATE 2026-09-25

CHEQUE NO.
4080

$80,000.00

—Eighty Thousand and 00/100—

PAY TO THE ORDER OF Jamie Stewart
2207 Linfield Dr.
Kamloops BC V1S 0B8

PER

⑈004080⑈ ⑆02760⑉004⑆ 7889⑉52497316⑈

PRINTER ID. NO. 1004

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INVISIBLE FIBRES - Coloured fibres in the paper only visible under a black light

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20260925 ISN: 1145679818

***BACK/ENDOS***

9/25/26, 11:43 AM
080916690 - Valleyfirst
610002166049
080927310000002166049

This is Exhibit "P" referred to in the affidavit of Taunja Byers affirmed before me at Vancouver, BC, this 26th day of October 2026.

*A Commissioner for taking Affidavits within British Columbia*

Alan A Frydenlund, KC+ *
Christopher P Weafer+
Gregory J Tucker, KC+ *± **±
Harley J Harris+
Kari F Richardson+
Jennifer R Loeb+
George J Roper+
Jocelyn M Bellerud+
Brian Y K Cheng+ **
Emma Christian
Harleen K Randhawa
Coco Wiens-Paris
Annalise MacDonald
Allison R Kuchta+
Ronald G Paton+
Gary M Yaffe+
Jonathan L Williams+
Paul A Brackstone+
Michelle Karby+
Kimberley J Santerre+
Katharina R Spotzl+
Nikta Shirazian+
Lina Yeom
Brett J Maerz
Tiffany Ho
Ekamjot Singh Deol
Daniel W Burnett, KC+
Paul J Brown+
John J Kim+ *± *^
Michael F Robson+
Geoffrey M Bowman+ *
Kaitlin Smiley+
David W P Moriarty+ *±
Jean Feng+
Patrick J Weafer+
Victoria Chen
Lily Y Zhang
Jennifer L Benton
Vivian Nguyen
Harvey S Delaney+
Patrick J Haberl+
Terence W Yu+
James H McBeath+
Scott H Stephens+
Andrew J Stainer+
Daniel H Coles+ *
Sameer Kamboj+
Laura A Buitendyk
Taahaa Patel
Yue Liu
Yicong Li

Garth M Evans, MB, KC, Associate Counsel
Duncan J Manson, Associate Counsel*
Jeffrey B Lightfoot, Associate Counsel*
Iman Hosseini, Associate Counsel*
Hon Walter S Owen, OC, QC, LLD (1981)
John I Bird, QC (2005)

+ Law Corporation
*± Also of the Alberta Bar
**± Also of the Ontario Bar
*^ Also of the NWT Bar
* Also of the Yukon Bar
** Also of the Washington Bar

OWEN · BIRD
LAW CORPORATION

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Canada

**Telephone 604 688-0401**
**Fax 604 688-2827**
**Website www.owenbird.com**

Direct Line: 604 691-7521
Direct Fax: 604 632-4447
E-mail: sstephens@owenbird.com
Our File: 34172-0102

September 29, 2026

**VIA REGISTERED AND REGULAR MAIL**

**Kam-Mic Investment Corp.**
c/o #207 – 310 Nicola Street
Kamloops, BC V2C 2P5

c/o #100 – 153 Seymour Street
Vancouver, BC V2C 2C7

c/o 300 – 272 Victoria Street
Kamloops, BC V2C 2A2

Dear Sirs/Mesdames:

**Re: Debts Due to The Toronto-Dominion Bank**

We are counsel to The Toronto-Dominion Bank ("**TD Bank**"). We are informed that you are in default of the obligations you owe to TD Bank. Furthermore, and in any event, the indebtedness is repayable upon demand. We are informed that the following sets out the indebtedness as of September 29, 2026:

| Facility | Outstanding Balance | Per Diem |
|---|---|---|
| Operating Facility | $1,933,367.27 | Fluctuating |
| Admin Fee | $2,000.00 | Fluctuating |
| Legal Costs | $3,500.00 | N/A |
| **TOTAL** | **$1,938,867.27** | |

Demand is hereby made for the immediate payment to our offices by way of certified cheque or bank draft payable to "Owen Bird Law Corporation, In Trust," in the sum of $1,938,867.27 as of September 29, 2026 plus accrued interest, fees and costs to and including the date funds are received in our offices (due to fluctuation on the operating facility you will need to contact our office first thing on the morning of remittance to obtain updated outstanding balances). Any payment less than the full amount outstanding may be accepted by TD Bank, but such payments

shall not vitiate this demand for full payment and TD Bank reserves its right to take whatever steps it deems appropriate to recover the full amount owed notwithstanding such payments.

Unless we are in receipt of the aforesaid amount by 5pm on October 9, 2026, our client may instruct us to commence proceedings against you forthwith thereafter without further notice to recover the full amounts owing plus costs. Please note that funds received after noon shall be regarded as funds received on the next business day and therefore must include interest and fees to and including the next business day.

Enclosed is a copy of our client's Notice of Intention to Enforce Security served upon you pursuant to s. 244 of the *Bankruptcy and Insolvency Act*.

Yours truly,

**OWEN BIRD LAW CORPORATION**

Scott H. Stephens
SHS/lg

Encls: Notice of Intention to Enforce Security
cc: client

FORM 86

**Notice of Intention to Enforce Security**
***[Subsection 244(1)]***

To: Kam-Mic Investment Corp. (the "insolvent person")

Take notice that:

1. The Toronto-Dominion Bank a secured creditor, intends to enforce its security on the insolvent person's property described below:

   All real and personal property interests of the insolvent person charged in favour of The Toronto-Dominion Bank

2. The security that is to be enforced is the following:

   Hypothecation of collateral, general security agreement and all other security granted by the insolvent person in favour of The Toronto-Dominion Bank

3. The total amount of the indebtedness secured by the security is:

   $1,938,867.27 as of September 29, 2026 plus interest accrued and costs incurred thereafter

4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Vancouver, British Columbia this 29th day of September, 2026.

Solicitor for The Toronto-Dominion Bank,
Scott H. Stephens

Name and Address of Solicitor for The Toronto-Dominion Bank:

Scott H. Stephens, Owen Bird Law Corporation, PO Box 1, 2900 – 733 Seymour Street, Vancouver, BC V6B 0S6, Tel.: 604-691-7521

## ACKNOWLEDGEMENT, CONSENT AND WAIVER

THE UNDERSIGNED HEREBY:

1. Acknowledges receipt of the above Form 86 Notice;

2. Waives the ten day period of notice required under Section 244 of the *Bankruptcy and Insolvency Act*;

3. Waives all notice and cure provisions contained in the security referred to in the above Form 86 Notice; and

4. Consents to the immediate enforcement by The Toronto-Dominion Bank of the security referred to in the above Form 86 Notice.

Executed by **Kam-Mic Investment Corp.** on
the ___ day of _____, 2026
by its authorized signatory:

_____
Print name:
Title:

This is Exhibit "Q" referred to in the affidavit of Taunja Byers affirmed before me at Vancouver, BC, this 26th day of October 2026.

*A Commissioner for taking Affidavits within British Columbia*

No. _____
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN

**THE TORONTO-DOMINION BANK**

PETITIONER

AND

**KAM-MIC INVESTMENT CORP. and STEWART MORTGAGE CORP.**

RESPONDENTS

---

**CONSENT TO ACT**

---

Deloitte Restructuring Inc. is a licensed trustee within the meaning of section 2 of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended.

Deloitte Restructuring Inc. hereby consents to act as receiver, without security, of all the assets, undertakings, and property of Kam-Mic Investment Corp. and Stewart Mortgage Corp., including all proceeds thereof, on the terms of the proposed Receivership Order filed in this Action on a date to be determined, if so appointed by this Honourable Court.

**DATED** at Vancouver, British Columbia, this 26th day of October, 2026.

**DELOITTE RESTRUCTURING INC.**

Per: _____

Name: Jeff Keeble
Title: Senior Vice-President

No. _____
Vancouver Registry

# IN THE SUPREME COURT OF BRITISH COLUMBIA

Between

THE TORONTO-DOMINION BANK

Petitioner

and

KAM-MIC INVESTMENT CORP. and STEWART MORTGAGE CORP.

Respondents

## AFFIDAVIT

**OWEN BIRD LAW CORPORATION**
PO Box 1, Vancouver Centre II
2900–733 Seymour Street
Vancouver, B.C. V6B 0S6

Attention: Scott H. Stephens / Lily Y. Zhang
File No. 34172-0102