

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

**IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 243 OF THE  
BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, C B-3, AS AMENDED AND  
SECTION 101 OF THE COURTS OF JUSTICE ACT, R.S.O. 1990, C 43, AS  
AMENDED**

BETWEEN:

**THE TORONTO-DOMINION BANK**

Applicant

- and -

**CERTUS AUTOMOTIVE INC. and KEEN POINT INTERNATIONAL INC.**

Respondents

**APPLICATION RECORD**

June 19, 2021

**MILLER THOMSON LLP**

Scotia Plaza  
40 King Street West, Suite 5800  
Toronto, ON Canada M5H 3S1

**Jeffrey C. Carhart LSO#: 23645M**

Tel: 416.595.8615 / Fax: 416.595.8695  
Email: jcarhart@millerthomson.com

**Craig A. Mills LSO#: 40947B**

Tel: 416.595.8596 / Fax: 416.595.8695  
Email: cmills@millerthomson.com

Lawyers for the Applicant

# **SERVICE LIST**

---

**SERVICE LIST**

---

**TO: MILLER THOMSON LLP**

40 King Street West  
Suite 5800  
Toronto, Ontario  
M5H 3S1

**Jeffrey C. Carhart**

Tel: (416) 595-8615

Email: [jcarhart@millერთhompson.com](mailto:jcarhart@millერთhompson.com)

**Craig A. Mills**

Tel: (416) 595-8596

Fax: (416) 595-8695

Email: [cmills@millერთhompson.com](mailto:cmills@millერთhompson.com)

*Counsel to the Applicant, The Toronto-Dominion Bank*

**AND TO: BENNETT JONES LLP**

3400 One First Canadian Place P.O. Box 130  
Toronto, Ontario, M5X 1A4

**Sean Zweig**

Tel: 416.777.6254

Fax: 416.863.1716

Email: [zweigs@bennettjones.com](mailto:zweigs@bennettjones.com)

*Counsel for Certus Automotive Inc. and Keen Point International Inc.*

**AND TO: DELOITTE RESTRUCTURING INC.**  
8 Adelaide Street West, Suite 200  
Toronto, ON, M5H 0A9

**Jorden Sleeth**  
Tel: (416) 775 8858  
Email: jsleeth@deloitte.ca

**Stacey Greenbaum**  
Tel: (416) 874-4320  
Email: sgreenbaum@deloitte.ca

*Proposed Receiver*

**DENTONS CANADA LLP**  
77 King Street West, Suite 400  
Toronto-Dominion Centre  
Toronto, ON M5K 0A1

**Robert Kennedy** (LSO #474070)  
Tel: 416.367.6756  
Fax: 416.863.4592  
Email: Robert.kennedy@dentons.com

*Counsel to Deloitte Restructuring Inc.*

**AND TO: BLAKE, CASSELS & GRAYDON LLP**  
199 Bay Street, Suite 4000  
Commerce Court West  
Toronto ON M5L 1A9

**Christopher Burr**  
Tel: (416) 863-3261  
Fax: (416) 863-2653  
Email: chris.burr@blakes.com

*Counsel to FGI Worldwide LLC*



**AND TO: EXPORT DEVELOPMENT CANADA**  
150 Slater Street  
Ottawa, ON K1A 1K3

Attention: Katie Furfaro  
Tel: 613.598.3089

Email: [KFurfaro@edc.ca](mailto:KFurfaro@edc.ca)

**AND TO: DEPARTMENT OF JUSTICE CANADA**  
Ontario Regional Office  
Tax Law Services Division  
The Exchange Tower  
130 King St. West, Suite 3400, Box 36  
Toronto, ON M5X 1K6

**Diane Winters**

Tel: (416) 973-3172

Email: [diane.winters@justice.gc.ca](mailto:diane.winters@justice.gc.ca)

**AND TO: MINISTRY OF FINANCE**  
Legal Services Branch  
33 King Street West, 6th Floor  
Oshawa, ON L1H 8H5

**Insolvency Unit**

Tel: (905) 433-6934

E-mail: [insolvency.unit@ontario.ca](mailto:insolvency.unit@ontario.ca)

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

**IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 243 OF THE  
BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, C B-3, AS AMENDED AND  
SECTION 101 OF THE COURTS OF JUSTICE ACT, R.S.O. 1990, C 43, AS  
AMENDED**

BETWEEN:

**THE TORONTO-DOMINION BANK**

Applicant

- and -

**CERTUS AUTOMOTIVE INC. and KEEN POINT INTERNATIONAL INC.**

Respondents

**INDEX**

<b>Tab</b>	<b>Description</b>
1	Notice of Application, issued June 22, 2021
2	Affidavit of Jeffrey Swan, sworn June 18, 2021
<b>Exhibits</b>	
A	Corporate Profile Report for each Debtor
B	Corporate Profile Report for RMH Inc.
C	Organization Chart for Certus Automotive Group
D	Loan Agreements with TD Bank
E	Certus Canada Security Documents and KPI Canada Security Documents
F	Guarantees
G	PPSA Enquiry Response Certificates re: Certus Canada and KPI Canada
H	Forbearance Agreement dated March 21, 2019
I	First Amending Agreement
J	Second Amending Agreement
K	Third Amending Agreement
L	Fourth Amending Agreement
M	Consent Receivership Order
N	Inter-creditor Agreement
O	Demand Letter and Notice of Intention to Enforce Security
P	FGI Notice
Q	FGI March Notice

<b>Tab</b>	<b>Description</b>
R	Consent of Deloitte Restructuring Inc. to act as Receiver
3	Receivership Order and Blackline against Model Order

**TAB 1**

**ONTARIO  
SUPERIOR COURT OF JUSTICE - COMMERCIAL LIST**

IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 243 OF THE  
BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, C B-3, AS AMENDED AND  
SECTION 101 OF THE COURTS OF JUSTICE ACT, R.S.O. 1990, C 43, AS  
AMENDED

BETWEEN:



THE TORONTO-DOMINION BANK

Applicant

- and -

CERTUS AUTOMOTIVE INC. and KEEN POINT INTERNATIONAL INC.

Respondents

**NOTICE OF APPLICATION**

TO THE RESPONDENTS:

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

THIS APPLICATION will come on for a hearing

- In person
- By telephone conference
- By video conference

at the following link:

Zoom details:

<https://millerthomson.zoom.us/j/99916624263?pwd=amZEVmFwRjNXNFN3WWIwTDZ>

[XK3VJdz09](#) Meeting ID: 999 1662 4263 Passcode: 579480, if applicable at June 25, 2021 at 2:00 p.m.

Please advise Asim Iqbal if you intend to join the hearing of this motion by emailing [aiqbal@millerthomson.com](mailto:aiqbal@millerthomson.com).

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

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

IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO

OPPOSE THIS APPLICATION BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID  
MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date: June 22, 2021

Issued by

---

Local registrar

Address of 9<sup>th</sup> Floor  
330 University Avenue  
court office Toronto, Ontario  
M5G 1R7

TO: THIS HONOURABLE COURT

AND TO: SERVICE LIST

## APPLICATION

1. The Applicant, The Toronto-Dominion Bank (the “Applicant” for the “Bank”) makes application for:

- (a) an Order abridging the time for the service of this Notice of Application and the materials filed in support thereof, if necessary, and validating service hereby;
- (b) an Order pursuant to section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended (the “BIA”) and section 101 of the Courts of Justice Act, R.S.O. 1990, c. C.43, as amended (the “CJA”), appointing Deloitte Restructuring Inc. (“Deloitte” or the “Receiver”) as receiver and manage over all property, assets and undertaking of Certus Automotive Inc. (“Certus Canada”) and Keen Point International Inc. (“KPI Canada”) (collectively the “Debtors”) in substantially the form of the draft Order included in the Application Record at Tab 3;
- (c) granting such other relief as counsel may request and this Honourable Court may deem just.

2. The grounds for the application are:

- (a) The Debtors, Certus Canada and KPI Canada, are Ontario corporations;
- (b) The Debtors operate in the business of providing engineering, manufacturing and distribution services with respect to specialized chrome



plating products for the automotive industry. The Debtors primarily supply to major Tier I and II automotive suppliers, with additional sales directly to Original Equipment Manufacturers.

- (c) The Debtors operate their business through a group of 12 companies known as the “Certus Automotive Group”, with facilities located in Ontario, Michigan, Texas, China, Mexico and Germany;
- (d) Since 2011, the Bank advanced credit and extended funds to the Debtors pursuant to, among other things, a credit agreement dated September 21, 2016, as amended, supplemented or restated from time to time (collectively the “Credit Agreement”), a temporary bulge to the credit limit under existing loan arrangements and certain other agreements and arrangements among the Bank and Certus Canada, KPI Canada (collectively, the “Loan Agreements”);
- (e) as at the close of business on June 16, 2021, the Debtors were indebted to the Bank under the Loan Agreements in the amounts of CAD \$10,288,744.31 and USD \$7,409,228.82, together with accrued and unpaid interest, costs and fees, including legal fees and disbursements, incurred by the Bank to the date of payment (collectively, the “Indebtedness”);
- (f) As security for the Loan Agreements, the Debtors granted security interests in favour of the Applicant pursuant, among other things, to general security agreements (the “Security”), over all of their property,

assets and undertaking (the "Property"). It is a term of the Security that the Bank may appoint a receiver upon default by a debtor in any of its obligations to the Bank;

- (g) the Bank registered its security interest against the Debtors pursuant to the Personal Property Security Act (Ontario). The Bank is the first registrant against the Debtors, subject to an Intercreditor Agreement with FGI Worldwide LLC ("FGI") dated November 15, 2019 (the "Intercreditor Agreement") (as discussed below);
- (h) Both Certus and KPI Canada have guaranteed the respective obligations of the Debtors to the Bank pursuant to guarantees dated May 7, 2013;
- (i) The Debtors have repeatedly defaulted and have ongoing defaults in respect to their obligations under the Loan Agreements;
- (j) In particular, the Debtors incurred significant and unexpected costs, losses, delays and quality control problems associated with the development, construction and initial operations of the plant located in Queretaro, Mexico (the "Queretaro Plant"). These issues have given rise to requests by the Certus Automotive Group to the Bank for temporary additional credit availability and arrangements to defer the repayment of certain outstanding principal payments;
- (k) the Bank and the Debtors entered into a forbearance agreement on March 21, 2019 (the "Forbearance Agreement") in order to provide the Debtors

with an opportunity to either refinance the obligations owing to the Bank, pursue a possible divestiture or prepare a Wind-Down Plan. The Forbearance Agreement was amended on several occasions by way of four amending agreements (collectively the “Forbearance Agreements”);

- (l) the Debtors have repeatedly defaulted under the Forbearance Agreements;
- (m) the Debtors have also failed to close either a refinancing or sale of their assets;
- (n) However, on or about November 15, 2019, the Debtors entered into loan arrangements with FGI (the “FGI Loan”). In connection with the FGI Loan, the operating line facility established by the Bank in favour of the Debtors was repaid;
- (o) In conjunction with the FGI Loan, the Bank agreed to subordinate its security interest against the Debtors’ assets and property to FGI, except as against certain machinery and equipment (“Machinery and Equipment”). Pursuant the Intercreditor Agreement executed by the Bank and FGI (“Intercreditor Agreement”), FGI holds first ranking security in respect to the property and assets of the Debtors (the “Property”), except for the Machinery and Equipment. The Bank has a second priority security interest over the Property;

- (p) Due to the global impact of COVID-19 and an unexpected downturn in business, the Debtors requested a payment deferral from the Bank. The Bank agreed to a deferral until October 2020 and permitted the Debtors to conduct a sale process of all of the assets or shares of the Certus Automotive Group, subject to certain milestones;
- (q) Despite extensive negotiations, negotiations with a third party purchaser in late November 2020 did not proceed;
- (r) By letter dated February 5, 2021, the Bank demanded payment of the Debtors' obligations under the Loan Agreements. The Debtors have failed to make any payment to the Bank;
- (s) Further to the February 5, 2021 letter, the Bank issued notice to FGI that the Debtors are in default under the Loan Agreements and Forbearance Agreements. The Intercreditor Agreement provides that upon the issuance of a notice to FGI Notice, a "Use Period" is activated during which time the Machinery and Equipment may be used to the benefit of FGI, provided that certain payments are made to the Bank. At the end of the Use Period, the Bank is permitted to remove and realize upon the Machinery and Equipment;
- (t) A dispute has arisen between FGI and the Bank in respect to the Use Period and any obligations owed by FGI. Further, the Bank understands that FGI is holding surplus funds to which the Bank claims an interest. A reconciliation of the amounts owed to FGI and the Bank is required;

- (u) There are also several other issues that have arisen in respect to the Certus Automotive Group that must also be resolved, including: (i) the status of insolvency proceedings commenced in respect to its German operations; and (ii) Certus' Mexican operations are dormant and TD's Machinery and Equipment (which are located in the Queretaro Plant) are at risk as and lease payments are outstanding and insurance on the plant has lapsed;
- (v) TD has lost confidence in the Debtors and very concerned about the developments surrounding the Queretaro Plant;
- (w) The appointment of the Receiver is: (1) necessary and urgent to ensure the protection of the Debtors' estate for the benefit of all creditors of the Debtors, including the Applicant; and (2) just and convenient in these circumstances;
- (x) Pursuant to the terms of the Forbearance Agreements, the Debtors have consented to the appointment of a court-appointed receiver in the form of the standard model receivership order;
- (y) the appointment of the Receiver is necessary to protect and ultimately realize on the collateral subject to the Bank's security to the benefit of the Bank and other stakeholders;
- (z) Deloitte has consented to act as Receiver.

(aa) section 243 of the BIA, section 101 of the CJA and Rules 1.04, 2.01, 2.03, 3.02, 14.05, 38 and 41 of the Rules of Civil Procedure, R.R.O 1990, Reg. 194; and

(bb) Such further and other grounds as counsel may advise and this Honourable Court may permit.

3. The following documentary evidence will be used at the hearing of the application:

(a) the Affidavit of Jeffrey Swan, sworn June 18, 2021;

(b) the Consent executed by Deloitte; and

(c) such further and other material as counsel may advise and this Court may permit.

June 22, 2021

**MILLER THOMSON LLP**

Scotia Plaza  
40 King Street West, Suite 5800  
P.O. Box 1011  
Toronto, ON Canada M5H 3S1

Jeffrey Carhart LSO#:60593S  
Tel:416.595.8615  
Fax: 416.595.8695  
Email: jcarhart@millerthomson.com

Craig A. Mills LSO#: 40947B  
Tel: 416.595.8596  
Fax: 416.595.8695  
Email: cmills@millerthomson.com

Asim Iqbal, LSO#: 61884B  
Tel: 416.597.6008  
Fax: 416.595.8695  
Email: aiqbal@millerthomson.com

Lawyers for the Applicant

THE TORONTO-DOMINION BANK  
Applicant

and

CERTUS AUTOMOTIVE INC. et al.  
Respondents

Court File No.:

CV-21-00664429-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE -  
COMMERCIAL LIST**

Proceeding commenced at TORONTO

**NOTICE OF APPLICATION**

**MILLER THOMSON LLP**

Scotia Plaza  
40 King Street West, Suite 5800  
P.O. Box 1011  
Toronto, ON Canada M5H 3S1

Jeffrey Carhart LSO#: 60593S  
Tel: 416.595.8615  
Fax: 416.595.8695  
Email: jcarhart@millerthomson.com

Craig A. Mills LSO#: 40947B  
Tel: 416.595.8596  
Fax: 416.595.8695  
Email: cmills@millerthomson.com

Asim Iqbal, LSO#: 61884B  
Tel: 416.597.6008  
Fax: 416.595.8695  
Email: aiqbal@millerthomson.com

Lawyers for the Applicant



# TAB 2

Court File No.

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

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

**BETWEEN :**

**THE TORONTO-DOMINION BANK**

**Applicant**

**- and -**

**CERTUS AUTOMOTIVE INC. and KEEN POINT INTERNATIONAL INC.**

**Respondents**

**AFFIDAVIT OF JEFFREY SWAN  
(sworn 6/18/2021)**

I, JEFFREY SWAN, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY:

1. I am a Director in the Financial Restructuring Group for The Toronto-Dominion Bank (“**TD**”, the “**Bank**” or the “**Applicant**”) and, as such, I have knowledge of the matters to which I hereinafter depose. Unless I indicate to the contrary, the facts herein are within my own personal knowledge and are true. Where I depose based upon information and belief obtained from others, I have stated the source of that information and belief and I believe it to be true.

2. I make this Affidavit in support of TD’s application for the appointment of Deloitte Restructuring Inc. (“**Deloitte**”) as receiver (the “**Proposed Receiver**”) of the assets, undertaking and business of the Respondents Certus Automotive Inc. (“**Certus Canada**”) and Keen Point International Inc. (“**KPI Canada**”) (Certus Canada

and KPI Canada being sometimes collectively referred to hereafter as either the “**Respondents**” or the “**Debtors**”) pursuant to section 243 of the *Bankruptcy and Insolvency Act* (the “**BIA**”) and section 101 of the *Courts of Justice Act* (the “**CJA**”) on the basis that the appointment of a receiver is necessary to preserve and protect, among other things, the Respondents’ business, assets, books and records.

3. As is set out in more detail below:

- (a) The Applicant is owed in excess of \$10.2 million CDN and \$7.4 million USD (as more particularly described in Paragraph 9 below) which obligations are secured on all of the assets of the Debtors;
- (b) The Forbearance Agreements (as defined below) have now expired or been terminated and the Debtors are in default of their obligations thereunder;
- (c) The Debtors have signed a consent to the appointment of a receiver in the present circumstances;
- (d) Deloitte has been engaged by TD as an advisor and, as a result, is very familiar with the Debtors and their business operations as a result of that engagement; and
- (e) The Bank is concerned about a deterioration of its security position and is seeking the appointment of the Proposed Receiver to preserve and protect its security and arrange for an orderly realization process.

### ***The Respondents***

4. The Debtors operate in the business of providing engineering, manufacturing and distribution services with respect to specialized chrome plating products for the automotive industry. The Debtors primarily supply to major Tier I and II automotive suppliers, with additional sales directly to Original Equipment Manufacturers (“OEMs”) such as General Motors and Ford Motor Company. They operate their business through a group of companies known as the “**Certus Automotive Group**” (the “**Certus Automotive Group**”) in facilities located in the following countries:

- (a) Canada (Toronto and Mississauga, Ontario), which is involved in warehousing/logistics and finance roles.
- (b) the United States of America (Auburn Hills and Grand Rapids, Michigan and Laredo, Texas), which houses sales and marketing, engineering, quality control, and human resources functions.
- (c) China (Shenzhen, Nanton (JV operation), and Zhuhai (JV operation), which functions as a distribution centre and provides quality control.
- (d) Mexico (Queretaro), where manufacturing occurs.

- (e) Germany (Michelstadt and Hamburg), which has provided sales and marketing, and distribution functions for OEM's in Europe.<sup>1</sup>

5. There are twelve (12) related companies in the Certus Automotive Group, the details of which are as follows:

- (a) Two (2) of the companies are the Debtors, both of which are Ontario corporations. The registered office address for the Debtors is 3300 Bloor Street West, West Tower Suite 510 in Toronto, Ontario. Certus Canada was incorporated in November 2012 under the *Ontario Business Corporations Act* ("**OBCA**"). Certus Canada is a Tier II global automotive parts manufacturer and distributor. Certus Canada's main products are chrome plated trim and injection molds for interior and exterior automotive parts. Certus Canada is jointly-owned by Robert Mollenhauer ("**Mollenhauer**") and Michael James Prokopetz ("**Prokopetz**"). KPI Canada was incorporated in August 2006 under the OBCA. KPI Canada is engaged in the business of distributing automobile parts and injection molds internationally. KPI Canada is owned indirectly by Mollenhauer and Prokopetz (each owning 48.95% of common shares for aggregate holdings of 98.9%). The remaining 2.1% is held by Board Member Eric Windeler. Attached hereto and

---

<sup>1</sup> I understand that the German operations may be subject to an insolvency proceeding as discussed in more detail in this affidavit, including paragraph 51.

collectively marked as **Exhibit A** to this my Affidavit are true copies of the Ontario Corporation Profile Reports for each of the Debtors.

- (b) R. Mollenhauer Holdings I Inc. ("**RMH Inc.**") is also an Ontario company. The registered office address for RMH Inc. is also 3300 Bloor Street West, West Tower Suite 510 in Toronto, Ontario. Attached hereto and marked as **Exhibit B** is a true copy of the Ontario Corporation Profile Report for RMH Inc..
  
- (c) The remaining 9 companies in the Certus Automotive Group carry on business in Michigan, Texas, China, Mexico and Germany as follows:
  - (i) Keen Point International, Inc. is a company incorporated under the laws of Michigan ("**KPI Michigan**"). This is a joint venture with a Chinese manufacturer and supplier.
  
  - (ii) R.I.M. Management Co. is also a company incorporated under the laws of Michigan ("**RIM**"). RIM operates in Auburn Hills and is responsible for the general operations, program management, engineering, cost analysis, sales and quality control.
  
  - (iii) Certus Automotive (Mexico) S. de R.L. de C.V. is a company incorporated under the laws of Mexico ("**Certus Mexico**"). It operates a plating and molding facility in Queretaro; Mexico. It produces 30 percent of all Certus products sold globally.

- (iv) Certus Automotive Inc. is a company incorporated under the laws of Michigan (“**Certus US**”). It is located in Auburn Hills and provides services such as program management; engineering, cost analysis and quality control to the Certus Automotive Group.
- (v) Certus Automotive Shenzhen Co. Ltd. is a company incorporated under the laws of China (“**Certus China**”). Certus China includes a quality control and logistics office in Huizhou to support the joint ventures under Certus HK (defined below).
- (vi) Certus Automotive, (HK) Limited is a company incorporated under the laws of Hong Kong (“**Certus HK**”). It is a joint venture with two other manufacturing companies. Approximately 70 percent of all Certus products are sourced through Certus HK’s facilities.
- (vii) Certus Automotive (Europe) GmbH is a company incorporated under the laws of Germany (“**Certus Europe**”). This company services the European market with product purchased from Certus HK and Certus Mexico.
- (viii) Korp Co. is a company incorporated under the laws of Michigan (“**KC**”).
- (ix) Korp Co II is a company incorporated under the laws of Michigan (“**KCII**”).

Attached hereto and marked as **Exhibit C** is an organization chart for the Certus Automotive Group.

6. Mollenhauer and Prokopetz are the directors and officers of each of the Debtors. The Corporate Profile Report lists Mollenhauer as the President, Secretary and Treasurer and Prokopetz as the Vice President of each of the Debtors.

### ***Financing***

7. Since 2011, the Bank has made certain credit facilities available to Certus Canada and KPI Canada, including – most recently - pursuant to the following agreements:

- (a) a credit agreement dated September 21, 2016, as amended, supplemented or restated from time to time (the “**Credit Agreement**”);
- (b) a temporary bulge to the credit limit under the existing loan arrangements from a maximum principal amount of US\$16,339,000 to a maximum principal amount of US\$18,000,000 (the “**2019 Temporary Bulge**”); and
- (c) certain other agreements and arrangements among the Bank and Certus Canada, KPI Canada and the other members of the Certus Automotive Group as currently summarized as of the 16<sup>th</sup> day of June, 2021 in the chart below:



Facility	Loan Number	Currency	Principal Amount Outstanding
Term Loan	9233741-18-1728	USD	<b>\$7,125,000</b>
Term Loan	9233741-04-1728	CAD	<b>\$9,500,000.02</b>

(collectively referred to hereafter as the “**Loan Agreements**”). Attached as **Exhibit D** are true copies of the Loan Agreements.

8. KPI Michigan, Certus Mexico, Certus US and RMH Inc. are also parties to the Loan Agreements.

9. As of June 16, 2021, the Certus Automotive Group is indebted to the Bank under the Loan Agreements in the amounts of CAD\$10,288,744.31 and USD\$7,409,228.82, together with accrued and unpaid interest, costs and fees, including legal fees and disbursements, incurred by the Bank to the date of payment (collectively, the “**Indebtedness**”).

### **Security Held by TD**

10. As security for the Loan Agreements and for all other present and future indebtedness owed to the Bank by the Certus Automotive Group (collectively, the “**Obligations**”), the Debtors (along with other members of the corporate group, including KPI Michigan, Certus Mexico and Certus US), granted security to the Bank over all of their personal property pursuant to, among other things, general security agreements (“**GSAs**” or, individually, as a “**GSA**”) and share pledge agreements

(collectively, the “**Security**”). The details of the Security granted by the Debtors in favour of TD include the following:

- (a) *Certus Canada* – a GSA executed in or about May 2013, a Non-Possessory Pledge over assets held in Mexico dated April 18, 2018 and a Stock Pledge Agreement dated December 20, 2016 (relating to certain stock owned by Certus Canada in Certus Mexico) (collectively, the “**Certus Canada Security**”); and
- (b) *KPI Canada* – a GSA executed on March 29, 2011 (the “**KPI Canada Security**”).<sup>2</sup>

Copies of the Certus Canada Security and the KPI Canada Security are attached as **Exhibit E**.

11. The Debtors also executed the following guarantees in favour of the Bank (collectively, the “**Guarantees**”):

- (a) *Certus Canada* – unlimited guarantee executed on May 7, 2013 in respect to the obligations of KPI Canada to the Bank; and
- (b) *KPI Canada* – unlimited guarantee executed on May 7, 2013 in respect to the obligations of Certus Canada to the Bank.

Copies of the Guarantees are attached as **Exhibit F**.<sup>3</sup>

---

<sup>2</sup> RMH Inc. has also executed a Stock Pledge Agreement in favour of TD dated December 20, 2016 relating to certain stock owned by RMH Inc. in Certus Mexico.

12. It is a term of the GSAs that the Bank may appoint a receiver upon default by the Debtor in any of its obligations to the Bank.

### **PPSA Registrations**

13. The Bank made the following registrations against the Debtors pursuant to the *Personal Property Security Act* (Ontario) (the “**PPSA**”) (collectively, the “**Bank Registrations**”) in respect to its Security:

- (a) *Certus Canada* - on May 10, 2013 against all classes of collateral, except “consumer goods”; and
- (b) *KPI Canada* – on March 28, 2011 against all classes of collateral, except “consumer goods.”

Attached as **Exhibit G** are copies of certified PPSA Enquiry Response Certificates from the Ministry dated June 9, 2021 in respect of *Certus Canada* and *KPI Canada*.

14. In both cases, the Bank is the first registrant under the PPSA in respect to *Certus Canada* and *KPI Canada*. As discussed further below, the priority of its security interest is subject to an intercreditor agreement between TD and FGI Worldwide LLC.

---

<sup>3</sup> *KPI Michigan*, *Certus US*, *Mollenhauer* and *Prokopetz* have also executed guarantees in favour of TD in respect to the obligations of *Certus Canada* and *KPI Canada*.

## Other Secured Creditors

15. There are a number of registrations against the Debtors subsequent in time to the Bank Registrations:

- (a) *In respect to Certus Canada:* Prokopetz,<sup>4</sup> Eurochrome Inc.,<sup>5</sup> RMH Inc.,<sup>6</sup> Mollenhauer,<sup>7</sup> FGI Worldwide LLC (“**FGI**”)<sup>8</sup> and VW Credit Canada Inc.<sup>9</sup> (all of which are registered after the Applicant); and
- (b) *In respect to KPI Canada:* FGI<sup>10</sup> (which is registered after the Applicant).

## Default Under the Loan Agreements

16. Beginning in November 2017, the Borrowers and the Bank executed a series of amending agreements to the Credit Agreement in response to a series of defaults by the Debtors, whereby, among other things, the Credit Agreement was amended to provide for temporary bulge increases to the credit limits.

---

<sup>4</sup> In respect to Inventory, Equipment, Accounts, Other, Motor Vehicle.

<sup>5</sup> In respect to Inventory, Equipment, Accounts, Other, Motor Vehicle.

<sup>6</sup> In respect to Inventory, Equipment, Accounts, Other, Motor Vehicle.

<sup>7</sup> In respect to Inventory, Equipment, Accounts, Other, Motor Vehicle.

<sup>8</sup> In respect to Inventory, Equipment, Accounts, Other, Motor Vehicle.

<sup>9</sup> In In respect to Equipment, Other, Motor Vehicle (2019 Audi S5 Technik).

17. Despite the Bank's agreement to grant the Debtors several extensions to these temporary increases and forbearance arrangements, the Debtors defaulted on several instances in respect to their obligations under the Credit Agreement. Although the Bank initially agreed to waive the Debtors' defaults, in response to the Debtors' ongoing defaults, the Bank subsequently issued default letters to the Debtors on November 1, 2018, November 28, 2018, December 17, 2018 and December 19, 2018 (collectively, the "**Default Letters**") in which the Debtors were advised that, among other things, the Bank did not waive compliance with the obligations under the Credit Agreement and that it reserved the right to exercise its rights and remedies. Defaults referred to in the Default Letters remain unremedied and ongoing and have not been waived by the Bank.

18. By correspondence dated December 27, 2018, the Bank made an additional credit facility of up to a maximum principal amount of \$500,000 available to the Debtors notwithstanding the ongoing defaults under the credit arrangements (the "**2018 December Temporary Bulge Facility**"). Although the Bank agreed to several short term extensions of these arrangements, the Debtors defaulted under the terms of these arrangements on or about January 25, 2019.

---

<sup>10</sup> In respect to Inventory, Equipment, Accounts, Other, Motor Vehicle.

### **Unexpected Costs Related to the Queretaro Plant**

19. It is my understanding that, based on industry trends and anticipated changes in global trade policies, Certus decided to launch Certus Mexico to operate the manufacturing facility in Queretaro, Mexico (the "**Queretaro Plant**") in or about 2017.

20. However, I have been advised by Mollenhauer and Prokopetz and believe that the Certus Automotive Group incurred significant and unexpected costs, losses, delays and quality control problems associated with the development, construction and initial operations of the Queretaro Plant. These issues have, among other things, given rise to requests by the Certus Automotive Group to the Bank, for, among other things, temporary additional credit availability and arrangements to defer the repayment of certain outstanding principal payments.

21. For instance, by correspondence dated February 4, 2019 (the "**February 4, 2019 Correspondence**") the Debtors advised the Bank that the 2018 December Temporary Bulge was insufficient and that they required additional credit availability. The Debtors also advised in the February 4, 2019 Correspondence that, among other things, they needed the additional credit availability as a result of a large erosion of cash flow due to sudden customer order cancellations of approximately US\$1,200,000 as well as the incurrence of other restructuring costs required to secure refinancing.

22. As a result of the information provided by the Debtors in the February 4, 2019 Correspondence, the Bank, by letter dated February 5, 2019, advised the Debtors

that, among other things, the Bank had terminated the 2018 December Temporary Bulge Facility.

23. The Bank then issued a formal written demand to the Debtors on February 7, 2019 (the “**2019 Demand Letter**”) demanding payment of the Obligations and delivered a Notice of Intention to Enforce Security pursuant to Section 244 of the BIA (“**BIA Notice**”).

### **Forbearance Agreements**

24. Following the Debtors’ receipt of the 2019 Demand Letter and TD’s BIA Notice, the Bank and the Debtors entered into discussions to resolve the outstanding Indebtedness owed to TD. As part of those discussions, the Debtors advised TD that they had engaged the following professional advisory firms (the “**Advisory Firms**”) for the purpose of providing various financial services to the Certus Automotive Group:

- (a) Alvarez & Marsal Canada, ULC - to provide services in developing an orderly “wind-down plan” (the “**Wind-Down Plan**”). (However, as discussed below, that Wind-Down Plan was never provided);
- (b) Grant Thornton LLP - to assist in seeking out alternative financing for the Certus Automotive Group in order to repay the Indebtedness to the Bank (the “**Refinancing Program**”); and
- (c) Duff & Phelps LLP (“**Duff & Phelps**”) - to provide services with respect to an investment and divestiture program.

25. In light of the Certus Automotive Group's engagement of the Advisory Firms, the Debtors requested that the Bank forbear from exercising its enforcement rights under its Security in order to allow it to pursue the Refinancing Program.

26. In the context of this request, and other terms agreed upon, the Bank and the Debtors and other members of the Certus Automotive Group executed a forbearance agreement dated March 21, 2019 (the "**Forbearance Agreement**"), a copy of which is attached as **Exhibit H**.

27. Under the terms of the Forbearance Agreement, as a condition to the Bank agreeing to continue to make the 2019 Temporary Bulge available for a period extending through May 1, 2019 (the "**Forbearance Period**"), the Debtors were, among other things, required to:

- (i) deliver a binding credit agreement, on terms satisfactory to the Bank, acting reasonably, by no later than April 5, 2019 from an alternative lender that will provide financing to the Certus Automotive Group in an amount sufficient to permanently repay all Obligations to the Bank, failing which a detailed orderly Wind-Down Plan shall be prepared and delivered to the Bank;
- (ii) in addition to the Refinancing Program, pursue an investment program and/or a divestiture program in respect to the possible sale of all or substantially all of the assets of the Certus Automotive Group – on the basis that neither the investment program nor the divestiture program would affect or qualify the



obligations of the Certus Automotive Group to complete the Refinancing Program and to repay permanently all Obligations to the Bank;

- (iii) ensure that additional guarantees in favour of the Bank in respect to the Obligations would be provided by Certus Mexico, RMH Inc., KC and KCII;
- (iv) provide reasonable access to financial information, the books and records and the business facilities of the Certus Automotive Group to Deloitte, in its capacity as TD's financial advisor; and
- (v) upon the occurrence of an "Event of Default" (as defined in the Forbearance Agreement) under the Forbearance Agreement, consent to and cooperate with the appointment of a receiver.

28. Section 16 of the Forbearance Agreement clearly states that it would expire or terminate on May 1, 2019 (the "**Forbearance Period**"), at which time all Obligations owing under the Loan Agreements were to be paid.

29. The Forbearance Agreement was subsequently amended four times following the execution of the Forbearance Agreement as follows:

- (a) April 2, 2019 ("**First Amending Agreement**");
- (b) August 1, 2019 (the "**Second Amending Agreement**");
- (c) November 15, 2019 (the "**Third Amending Agreement**"); and

(d) July 14, 2020 (the “**Fourth Amending Agreement**”, and collectively, the “**Amending Agreements**”). Copies of the Amending Agreements are attached hereto as **Exhibits I, J, K and L**.

30. Among other things, the Amending Agreements address additional breaches that occurred subsequent to the signing of the original Forbearance Agreement.

31. In particular, as addressed in the Second Amending Agreement, the Debtors’ failed to (i) provide the Bank with a binding credit agreement, (ii) deliver a Wind-Down Plan, or (iii) repay the Obligations by May 1, 2019. However, as the Debtors advised that they were in the process of negotiating financing with FGI Worldwide LLC (“**FGI**”) to pay down the Obligations (the “**FGI Payment**”), the Bank agreed to extend the Forbearance Period to October 31, 2019, provided that: (i) the Debtors delivered a binding commitment letter from FGI by August 13, 2019; (ii) the FGI Payment is made no later than August 23, 2019; and (iii) Export Development Corporation (“**EDC**”) confirmed to the Bank that it would guarantee certain obligations of Certus Automotive Group up to an amount of no less than CDN\$10,000,000 (the “**EDC Guarantee**”).

32. The Certus Automotive Group also agreed that Deloitte would prepare a Wind-Down Plan; however, this requirement would be suspended while the financing arrangements with FGI were being completed. Finally, the Debtors consented to the form of receivership order substantially in the form attached as Schedule C to the Second Amending Agreement (the “**Consent Receivership Order**”). I am advised by Jeffrey Carhart, a partner of Miller Thomson – counsel for TD, and believe that the

form of order is based on the Model Receivership Order of the Ontario Superior Court, Commercial List. A copy of the Consent Receivership Order (as attached as Schedule C to the Second Amending Agreement) is attached as **Exhibit M**.

33. The FGI Payment was not made by August 23, 2019. However, as FGI indicated that it was prepared to complete the financing arrangements with the Certus Automotive Group, TD agreed to, among other things, further extend the Forbearance Period to November 15, 2019 to permit the FGI refinancing to proceed pursuant to the terms of the Third Amending Agreement.

34. It is my understanding that the Debtors entered into loan arrangements with FGI in or about November 15, 2019 (the "**FGI Loan**"). In connection with the FGI Loan, the TD operating line facility established in favour of certain of the Debtors was repaid.

35. Concurrent with the FGI Loan, TD and FGI entered into an intercreditor and subordination agreement dated November 15, 2019 (the "**Intercreditor Agreement**"), which, among other things, established the priorities of rank in respect to the security granted in favour of FGI by the Debtors in conjunction with the FGI Loan (the "**FGI Security**") and TD's Security. Pursuant to the Intercreditor Agreement, among other things, TD agreed to subordinate its Security to FGI except with respect to machinery and equipment owned by Certus Canada and Certus Mexico (collectively, the "**TD Machinery and Equipment**") up to the full amount of the FGI Debt. In other words, the Intercreditor Agreement provides that, among other things: (i) FGI has a first ranking priority security interest over all of the assets of the

Debtors (and other companies in the Certus Automotive Group) (the “**Property**”), except for the TD Machinery and Equipment; up to the amount of the FGI debt; (ii) TD has a first ranking priority over the TD Machinery and Equipment and a second priority security interest over the Property. A copy of the Intercreditor Agreement is attached hereto as **Exhibit N**.

### **Further requests for Relief**

36. In or around April 2020, I was advised by Mollenhauer that, due to an unexpected downturn in business resulting from the COVID-19 pandemic, the Debtors were looking for relief in respect to Certus Automotive Group’s payment obligations under the Loan Agreements in the form of a payment deferral of certain payments on the Obligations.

37. On or around June 5, 2020, I was further advised by Mollenhauer that the Certus Automotive Group would be curtailing the operations of its business which would constitute an Event of Default and a breach under the Forbearance Agreement.

38. In light of the pervasive impact of the COVID-19 global pandemic, the Bank, pursuant to the terms of the Fourth Amending Agreement, had agreed to defer all required monthly principal payments for five (5) months (covering the months of June, July, August, September and October, 2020). TD also agreed to permit the Certus Automotive Group to conduct a sales process (each a “**Sale Process**”) in

respect to the sale of all of its assets or shares with the assistance of Duff & Phelps, subject to achieving certain milestones, as defined in the Fourth Amending Agreement (“**Purchase Transaction Milestones**”).

39. On or around November 29, 2020, and with the participation and agreement of the Debtors and the balance of the members of the Certus Automotive Group, the Bank was approached by a third party (the “**Third Party Purchaser**”) that indicated an interest in purchasing the shares of certain members of the Certus Automotive Group (the “**Share Purchase Transaction**”). In connection with the Share Purchase, the Third Party Purchaser also indicated that it was interested in purchasing and assuming the remaining Obligations owing by the Certus Automotive Group to the Bank by way of an assignment agreement (the “**Assignment Agreement**”, together with the Share Purchase Transaction, the “**Debt Assumption Transaction**”).

40. Despite the Bank and Miller Thomson, the Bank’s legal counsel (“**TD’s Counsel**”), spending extensive time and effort over the span of several months negotiating the terms of the Assignment Agreement with the Third Party Purchaser’s counsel, the Debt Assumption Transaction was not completed.

### **Issuance of Demand for Payment**

41. TD was disappointed by the failure to complete the Debt Assumption Transaction and by the Debtors committing several defaults subsequent to the execution of the Fourth Amending Agreement. Between September 15, 2020 and January 28, 2021, TD’s Counsel notified the Debtors of various payment and other defaults under the Forbearance Agreement. A summary of the Debtors’ various

defaults is set out in Miller Thomson's demand letter to the Debtors dated February 5, 2021 (the "**February 2021 Demand Letter**"), a copy of which is attached as **Exhibit O**, along with a copy of the BIA Notice dated February 5, 2021.

42. Pursuant to the February 2021 Demand Letter, TD demanded payment of the Obligations by February 22, 2021.

43. The Debtors failed to pay the Obligations by February 22, 2021 or afterwards.

44. All of these defaults constitute Events of Default under the Forbearance Agreements and, therefore, distinct alternative bases for termination.

#### **FGI and Use Period**

45. Concurrent with the delivery of the February 2021 Demand Letter, in accordance with the terms of the Intercreditor Agreement, TD provided notice to FGI that the Debtors were in default under the Forbearance Agreement on February 16, 2021 (the "**FGI Notice**"). A copy of the FGI Notice is attached as **Exhibit P**.

46. The Intercreditor Agreement provides that upon the occurrence of a "Trigger Event" (such as an event of default under the Bank's Security) and the issuance of the FGI Notice, a "Use Period"<sup>11</sup> is activated under Intercreditor Agreement (the "**Use Period**") during which time the TD Machinery and Equipment may be used to the benefit of FGI, provided that certain payments are made to TD as discussed further

---

<sup>11</sup> The Use Period has a duration of 180 days, unless FGI notifies TD that it wishes to put an end the Use Period at an earlier date.

below. At the end of the Use Period, TD is permitted to remove and realize upon the TD Machinery and Equipment.

47. Subsequent to the FGI Notice, FGI also provided notice to TD on March 1, 2021 (the “**FGI March Notice**”) that the Debtors were in default under the FGI Loan and had sent demand notices to the Debtors, which also resulted in the commencement of a Use Period. A copy of the FGI March Notice is attached as **Exhibit Q**.

48. Pursuant to the terms of the Intercreditor Agreement, during a Use Period, FGI is required to perform certain duties and obligations in favour of TD, including making payments equal to the daily interest then payable prior to default by the Debtors on the principal outstanding balance of the Obligations.

49. In contrast, FGI has taken the position that no amounts are owing to TD for Use Period payments.

50. Further, I understand from Lauren Saglamer of FGI that FGI is holding surplus funds arising from FGI’s collection of the Debtor’s receivables. While FGI has advised that the funds are more than sufficient to pay out FGI’s Debt, at this point the Debtors and FGI have not been able to agree on what is owed to FGI. Due to this situation and a dispute that has arisen between TD and FGI as to how much is owing during the Use Period, FGI is continuing to hold the surplus funds and has not paid over any funds to either TD or the Debtors in the absence of a reconciliation agreed upon by TD, FGI and the Debtors. All parties acknowledge that a comprehensive reconciliation of the FGI indebtedness is appropriate at this time. It is TD’s view that,

as an impasse has been reached in moving this matter forward, the Proposed Receiver could be of great assistance in reconciling the amounts owing to each of the creditors and, if necessary, seek direction from the Court if the issues cannot be fully resolved.

### **Other Matters – Certus Germany**

51. On or around May 16, 2021, TD was advised by Mollenhauer and Prokopetz that bankruptcy proceedings had been commenced voluntarily in respect to Certus Germany with the intention to unwind it. Since May 16, 2021, Dr. Stephan Schlegel, LL.M., the German preliminary insolvency representative for Certus Germany, has contacted the Bank and FGI concerning this German insolvency proceeding. Most recently, on June 10, 2021, Mollenhauer and Prokopetz advised TD that they were no longer proceeding with the unwinding proceedings that had been initiated for Certus Germany. However, to date, TD has not been provided with any documentation to confirm this development and its exact legal effect, including any correspondence from Dr. Schlegel. Therefore, the exact status and effect of this German insolvency proceeding is another matter that can be addressed by the Proposed Receiver.

### **Other Matters – Certus Mexico**

52. It is my understanding from my discussions with Mollenhauer and Prokopetz that operations at the Queretaro Plant are currently dormant.



53. As noted above, much of the TD Machinery and Equipment is located in the Queretaro Plant. As such, TD has engaged in a number of discussions with the principals of the Debtors in order to work out a consensual plan to move forward with conducting an auction to sell the TD Machinery and Equipment. However, the Bank has been unable to reach a satisfactory agreement with them on this point.

54. This impasse cannot continue as it is my understanding from discussions with Mollenhauer and Prokopetz that the lease payments for the Mexican facility are outstanding. I am very concerned that the landlord for the facility may initiate steps to take possession of or otherwise interfere with TD's ability to realize upon the TD Machinery and Equipment.

55. It has also come to my attention through Mr. Jordan Sleeth of Deloitte that he was contacted by Steve Wybo of Conway MacKenzie, a consultant working with the Debtors, who advised him that the insurance on the Queretaro Plant lapsed in or about the week of June 7, 2021. Obviously, this development is extremely disconcerting for TD.

### **Amount Owing to TD**

56. As noted in Paragraph 9 above, TD is currently owed \$10,288,744.31 CDN and \$7,409,228.82 USD.

57. As of the date of this affidavit, the Indebtedness owed to TD has not been paid and remains outstanding.

58. As noted above, TD has a guarantee from EDC and is in the ongoing process of settling the amount payable under the EDC Guarantee with EDC and applying those funds against the Indebtedness.

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

59. The Bank has been extremely patient and, on a good faith basis, has provided the Debtors with a significant amount of time to: (a) enter into an asset purchase agreement for substantially all of the Borrower's assets; or (b) refinance the obligations owing by the Debtor to the Bank; or (c) formulate and execute an orderly and comprehensive Wind-Down Plan.

60. However, other than to the extent of the FGI refinancing, the arrangements listed in paragraph 59 have not fully materialized. In light of the various defaults, including the lapsing of insurance on the Queretaro Plant, TD has determined that it has no choice but to seek the appointment of a court-appointed receiver pursuant to the Consent Receivership Order in respect to the Debtors in order to realize upon its security. TD has lost faith in the Debtors and is of the view that the appointment of a receiver is absolutely necessary and urgent in light of the circumstances noted in my affidavit.

61. Further, in light of the issues relating to FGI under the Intercreditor Agreement and in respect to the surplus funds being held by FGI, it is TD's view that the appointment of the Proposed Receiver and its ability to seek advice and directions from the Court will be extremely beneficial to all of these parties.

62. Further, as noted above, there are a number of unresolved matters that TD submits should be properly overseen by a receiver for the benefit of various stakeholders, including: (a) a full and comprehensive reconciliation of all amounts owed to FGI; (b) assessing the best means to organize and carry out a professional auction of the equipment at the Queretaro Plant (which is subject to TD's security);<sup>12</sup> and (c) determining the status of the German insolvency proceedings. In addition, the Bank's Mexican counsel has recently advised that there appear to be two court proceedings ongoing against Certus Mexico.

63. While the Bank is only seeking to appoint the Proposed Receiver over the Canadian assets and property of the Debtors, it is hoped that by virtue of its appointment, the Proposed Receiver will be able to avail itself of the mechanisms available under Mexican corporate law with respect to the management of Certus Mexico. In that manner, the Proposed Receiver would be able to move forward and hopefully ensure that, among other things, an agreement with the landlord is reached and confirmation is obtained that the Queretaro Plant is properly insured. Accordingly, steps can be taken to sell the TD Machinery and Equipment. Alternatively, it can seek an order recognizing the receivership order in Mexico, if necessary. The need to stabilize things and secure the Queretaro Plant and forestall any possible enforcement action being taken by the landlord heightens the need for the appointment of a receiver so that the TD Machinery and Equipment can be sold expeditiously in a commercially reasonable manner.

---

<sup>12</sup> Certus Canada owns 99.9% of the shares of Certus Mexico.

64. The appointment of a receiver can also assist in an overall reconciliation of the remaining assets and liabilities of the Debtors, the Mexican subsidiary and other affiliated companies in the Certus Automotive Group.

65. To that end, TD respectfully submits that Deloitte be appointed as a receiver over the assets, property and inventory of the Debtors pursuant to the Security in order to permit TD to enforce its security interests. As noted above, Deloitte has been advising TD regarding the defaults by the Certus Automotive Group since 2018 and is very familiar with the Debtors' business. Further, and critically, the Debtors have consented to the appointment of Deloitte as a court-appointed receiver through the Consent Receivership Order.

66. I believe that the appointment of a court-appointed receiver pursuant to the *BIA* is necessary for the protection of the Debtors' estate for the benefit of all of its creditors. I further believe that it is just and convenient that Deloitte be appointed as a receiver pursuant to the *Courts of Justice Act*.

67. Accordingly, TD seeks to appoint Deloitte as receiver of the assets, property and undertaking of the Debtors in order to preserve the business of the Debtors, take possession of their respective books and records and determine possible recovery options, including the possibility of selling the assets and/or shares of the Debtors. This, in my view, will be the best way to maximize realization.

68. Deloitte is a licensed insolvency trustee and has consented to being appointed as a receiver, without security, of all assets, property and undertaking of the Respondents. A copy of its Consent to act as Receiver is attached as **Exhibit R**.

69. The proposed Order appointing the Proposed Receiver permits the Proposed Receiver to borrow funds from the Bank for the purpose of financing the receivership proceeding. If necessary, those borrowings will be secured by Receiver's certificates to be issued by the Proposed Receiver or by the security held by the Bank upon the Debtors' assets.

70. The Order sought by the Bank also provides for the retention of independent counsel by the Proposed Receiver to address any issue or matter where there may be an actual or perceived conflict with the Bank.

71. I make this affidavit in support of a motion by TD for the appointment of a Receiver of the assets, property and undertakings of the Debtors and for no other or improper purpose.

SWORN BEFORE ME over videoconference on 6/18/2021. The affiant was located in the City of Toronto, in the Province of Ontario and the Commissioner was located in the City of Toronto, in the Province of Ontario. This affidavit was commissioned remotely as a result of the COVID-19 Pandemic.

DocuSigned by:  
*Asim Iqbal*

6F058F5F38C8405  
Commissioner for Taking Affidavits

DocuSigned by:

*Jeff Swan*

AF890058D6AF401

JEFFREY SWAN

**This is Exhibit "A" referred to in the affidavit  
of JEFFREY SWAN, SWORN BEFORE ME**

6/18/2021

**this \_\_\_\_\_.**

DocuSigned by:

*Asim Iqbal*

\_\_\_\_\_  
A COMMISSIONER FOR TAKING AFFIDAVITS

Request ID: 026314023  
 Transaction ID: 79653091  
 Category ID: UN/E

Province of Ontario  
 Ministry of Government Services

Date Report Produced: 2021/06/16  
 Time Report Produced: 14:07:20  
 Page: 1

## CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date	
2350049	CERTUS AUTOMOTIVE INC.	2012/11/15	
		Jurisdiction	
		ONTARIO	
Corporation Type	Corporation Status	Former Jurisdiction	
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE	
Registered Office Address	Date Amalgamated	Amalgamation Ind.	
3300 BLOOR STREET WEST WEST TOWER SUITE 510	NOT APPLICABLE	NOT APPLICABLE	
TORONTO ONTARIO CANADA M8X 2X2	New Amal. Number	Notice Date	
	NOT APPLICABLE	NOT APPLICABLE	
Mailing Address	Letter Date		
3300 BLOOR STREET WEST WEST TOWER SUITE 510	NOT APPLICABLE		
TORONTO ONTARIO CANADA M8X 2X2	Revival Date	Continuation Date	
	NOT APPLICABLE	NOT APPLICABLE	
	Transferred Out Date	Cancel/Inactive Date	
	NOT APPLICABLE	NOT APPLICABLE	
	EP Licence Eff.Date	EP Licence Term.Date	
	NOT APPLICABLE	NOT APPLICABLE	
	Number of Directors Minimum      Maximum	Date Commenced in Ontario	Date Ceased in Ontario
	00001      00010	NOT APPLICABLE	NOT APPLICABLE
Activity Classification			
NOT AVAILABLE			

Request ID: 026314023  
Transaction ID: 79653091  
Category ID: UN/E

Province of Ontario  
Ministry of Government Services

Date Report Produced: 2021/06/16  
Time Report Produced: 14:07:20  
Page: 2

# CORPORATION PROFILE REPORT

**Ontario Corp Number**

2350049

**Corporation Name**

CERTUS AUTOMOTIVE INC.

**Corporate Name History**

CERTUS AUTOMOTIVE INC.

**Effective Date**

2012/11/15

**Current Business Name(s) Exist:**

NO

**Expired Business Name(s) Exist:**

NO

**Administrator:****Name (Individual / Corporation)**

ROBERT  
G.  
MOLLENHAUER

**Address**

3300 BLOOR STREET WEST

Suite # 510  
TORONTO  
ONTARIO  
CANADA M8X 2X2

**Date Began**

2012/11/15

**First Director**

NOT APPLICABLE

**Designation**

OFFICER

**Officer Type**

PRESIDENT

**Resident Canadian**

Y



Request ID: 026314023  
Transaction ID: 79653091  
Category ID: UN/E

Province of Ontario  
Ministry of Government Services

Date Report Produced: 2021/06/16  
Time Report Produced: 14:07:20  
Page: 3

## CORPORATION PROFILE REPORT

**Ontario Corp Number**

2350049

**Corporation Name**

CERTUS AUTOMOTIVE INC.

**Administrator:****Name (Individual / Corporation)**

ROBERT  
G.  
MOLLENHAUER

**Address**

3300 BLOOR STREET WEST

**Suite # 510**  
TORONTO  
ONTARIO  
CANADA M8X 2X2

**Date Began**

2012/11/15

**First Director**

NOT APPLICABLE

**Designation**

OFFICER

**Officer Type**

SECRETARY

**Resident Canadian**

Y

**Administrator:****Name (Individual / Corporation)**

ROBERT  
G.  
MOLLENHAUER

**Address**

3300 BLOOR STREET WEST

**Suite # 510**  
TORONTO  
ONTARIO  
CANADA M8X 2X2

**Date Began**

2012/11/15

**First Director**

NOT APPLICABLE

**Designation**

OFFICER

**Officer Type**

TREASURER

**Resident Canadian**

Y

Request ID: 026314023  
Transaction ID: 79653091  
Category ID: UN/E

Province of Ontario  
Ministry of Government Services

Date Report Produced: 2021/06/16  
Time Report Produced: 14:07:20  
Page: 4

## CORPORATION PROFILE REPORT

**Ontario Corp Number**

2350049

**Corporation Name**

CERTUS AUTOMOTIVE INC.

**Administrator:****Name (Individual / Corporation)**

ROBERT  
G.  
MOLLENHAUER

**Address**

3300 BLOOR STREET WEST

**Suite # 510**  
TORONTO  
ONTARIO  
CANADA M8X 2X2

**Date Began**

2013/02/04

**First Director**

NOT APPLICABLE

**Designation**

DIRECTOR

**Officer Type****Resident Canadian**

Y

**Administrator:****Name (Individual / Corporation)**

JIM  
PROKOPETZ

**Address**

5025 FOREST VALLEY DRIVE

CLARKSON  
MICHIGAN  
UNITED STATES OF AMERICA 48348

**Date Began**

2012/11/15

**First Director**

NOT APPLICABLE

**Designation**

OFFICER

**Officer Type**

VICE-PRESIDENT

**Resident Canadian**

Request ID: 026314023  
Transaction ID: 79653091  
Category ID: UN/E

Province of Ontario  
Ministry of Government Services

Date Report Produced: 2021/06/16  
Time Report Produced: 14:07:20  
Page: 5

# CORPORATION PROFILE REPORT

**Ontario Corp Number**

2350049

**Corporation Name**

CERTUS AUTOMOTIVE INC.

**Administrator:  
Name (Individual / Corporation)**

JIM  
PROKOPETZ

**Address**

5025 FOREST VALLEY DRIVE  
  
CLARKSON  
MICHIGAN  
UNITED STATES OF AMERICA 48348

**Date Began**

2013/02/04

**First Director**

NOT APPLICABLE

**Designation**

DIRECTOR

**Officer Type**

**Resident Canadian**

N

Request ID: 026314023  
Transaction ID: 79653091  
Category ID: UN/E

Province of Ontario  
Ministry of Government Services

Date Report Produced: 2021/06/16  
Time Report Produced: 14:07:20  
Page: 6

# CORPORATION PROFILE REPORT

**Ontario Corp Number**

**Corporation Name**

2350049

CERTUS AUTOMOTIVE INC.

**Last Document Recorded**

Act/Code	Description	Form	Date
CIA	ANNUAL RETURN 2020	1C	2020/08/30 (ELECTRONIC FILING)

**THIS REPORT SETS OUT THE MOST RECENT INFORMATION FILED BY THE CORPORATION ON OR AFTER JUNE 27, 1992, AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. ALL PERSONS WHO ARE RECORDED AS CURRENT DIRECTORS OR OFFICERS ARE INCLUDED IN THE LIST OF ADMINISTRATORS.  
ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.**

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



Request ID: 026314024  
 Transaction ID: 79653094  
 Category ID: UN/E

Province of Ontario  
 Ministry of Government Services

Date Report Produced: 2021/06/16  
 Time Report Produced: 14:07:21  
 Page: 1

## CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date
2111558	KEEN POINT INTERNATIONAL INC.	2006/08/24
		Jurisdiction
		ONTARIO
Corporation Type	Corporation Status	Former Jurisdiction
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE
Registered Office Address	Date Amalgamated	Amalgamation Ind.
3300 BLOOR STREET WEST WEST TOWER SUITE 510	NOT APPLICABLE	NOT APPLICABLE
TORONTO ONTARIO CANADA M8X 2X2	New Amal. Number	Notice Date
	NOT APPLICABLE	NOT APPLICABLE
Mailing Address	Letter Date	NOT APPLICABLE
3300 BLOOR STREET WEST WEST TOWER SUITE 510	NOT APPLICABLE	Continuation Date
TORONTO ONTARIO CANADA M8X 2X2	Revival Date	NOT APPLICABLE
	Transferred Out Date	Cancel/Inactive Date
	NOT APPLICABLE	NOT APPLICABLE
	EP Licence Eff.Date	EP Licence Term.Date
	NOT APPLICABLE	NOT APPLICABLE
	Number of Directors	
	Minimum	Maximum
	00001	00010
Activity Classification	Date Commenced in Ontario	Date Ceased in Ontario
NOT AVAILABLE	NOT APPLICABLE	NOT APPLICABLE

Request ID: 026314024  
Transaction ID: 79653094  
Category ID: UN/E

Province of Ontario  
Ministry of Government Services

Date Report Produced: 2021/06/16  
Time Report Produced: 14:07:21  
Page: 2

# CORPORATION PROFILE REPORT

**Ontario Corp Number**

2111558

**Corporation Name**

KEEN POINT INTERNATIONAL INC.

**Corporate Name History**

KEEN POINT INTERNATIONAL INC.

**Effective Date**

2006/08/24

**Current Business Name(s) Exist:**

NO

**Expired Business Name(s) Exist:**

YES - SEARCH REQUIRED FOR DETAILS

**Administrator:****Name (Individual / Corporation)**

ROBERT  
G.  
MOLLENHAUER

**Address**

3300 BLOOR STREET WEST  
WEST TOWER  
Suite # 510  
TORONTO  
ONTARIO  
CANADA M8X 2X2

**Date Began**

2006/08/24

**First Director**

NOT APPLICABLE

**Designation**

DIRECTOR

**Officer Type****Resident Canadian**

Y

Request ID: 026314024  
Transaction ID: 79653094  
Category ID: UN/E

Province of Ontario  
Ministry of Government Services

Date Report Produced: 2021/06/16  
Time Report Produced: 14:07:21  
Page: 3

# CORPORATION PROFILE REPORT

**Ontario Corp Number**

2111558

**Corporation Name**

KEEN POINT INTERNATIONAL INC.

**Administrator:****Name (Individual / Corporation)**

ROBERT  
G.  
MOLLENHAUER

**Address**

3300 BLOOR STREET WEST  
WEST TOWER  
Suite # 510  
TORONTO  
ONTARIO  
CANADA M8X 2X2

**Date Began**

2006/08/24

**First Director**

NOT APPLICABLE

**Designation**

OFFICER

**Officer Type**

PRESIDENT

**Resident Canadian**

Y

**Administrator:****Name (Individual / Corporation)**

ROBERT  
G.  
MOLLENHAUER

**Address**

3300 BLOOR STREET WEST  
WEST TOWER  
Suite # 510  
TORONTO  
ONTARIO  
CANADA M8X 2X2

**Date Began**

2006/08/24

**First Director**

NOT APPLICABLE

**Designation**

OFFICER

**Officer Type**

SECRETARY

**Resident Canadian**

Y



Request ID: 026314024  
Transaction ID: 79653094  
Category ID: UN/E

Province of Ontario  
Ministry of Government Services

Date Report Produced: 2021/06/16  
Time Report Produced: 14:07:21  
Page: 4

## CORPORATION PROFILE REPORT

**Ontario Corp Number**

2111558

**Corporation Name**

KEEN POINT INTERNATIONAL INC.

**Administrator:****Name (Individual / Corporation)**

ROBERT  
G.  
MOLLENHAUER

**Address**

3300 BLOOR STREET WEST  
WEST TOWER  
Suite # 510  
TORONTO  
ONTARIO  
CANADA M8X 2X2

**Date Began**

2006/08/24

**First Director**

NOT APPLICABLE

**Designation**

OFFICER

**Officer Type**

TREASURER

**Resident Canadian**

Y

**Administrator:****Name (Individual / Corporation)**

JIM  
PROKOPETZ

**Address**

5025 FOREST VALLEY DRIVE  
  
CLARKSTON  
MICHIGAN  
UNITED STATES OF AMERICA 48348

**Date Began**

2006/08/24

**First Director**

NOT APPLICABLE

**Designation**

OFFICER

**Officer Type**

VICE-PRESIDENT

**Resident Canadian**

Request ID: 026314024  
Transaction ID: 79653094  
Category ID: UN/E

Province of Ontario  
Ministry of Government Services

Date Report Produced: 2021/06/16  
Time Report Produced: 14:07:21  
Page: 5

# CORPORATION PROFILE REPORT

**Ontario Corp Number**

**Corporation Name**

2111558

KEEN POINT INTERNATIONAL INC.

**Administrator:  
Name (Individual / Corporation)**

**Address**

JIM  
PROKOPETZ

5025 FOREST VALLEY DRIVE  
  
CLARKSTON  
MICHIGAN  
UNITED STATES OF AMERICA 48348

**Date Began**

**First Director**

2006/08/24

NOT APPLICABLE

**Designation**

**Officer Type**

**Resident Canadian**

DIRECTOR

N

Request ID: 026314024  
Transaction ID: 79653094  
Category ID: UN/E

Province of Ontario  
Ministry of Government Services

Date Report Produced: 2021/06/16  
Time Report Produced: 14:07:21  
Page: 6

# CORPORATION PROFILE REPORT

**Ontario Corp Number**

**Corporation Name**

2111558

KEEN POINT INTERNATIONAL INC.

**Last Document Recorded**

<b>Act/Code</b>	<b>Description</b>	<b>Form</b>	<b>Date</b>
CIA	ANNUAL RETURN 2020	1C	2020/08/30 (ELECTRONIC FILING)

**THIS REPORT SETS OUT THE MOST RECENT INFORMATION FILED BY THE CORPORATION ON OR AFTER JUNE 27, 1992, AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. ALL PERSONS WHO ARE RECORDED AS CURRENT DIRECTORS OR OFFICERS ARE INCLUDED IN THE LIST OF ADMINISTRATORS.  
ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.**

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

**This is Exhibit "B" referred to in the affidavit  
of JEFFREY SWAN, SWORN BEFORE ME  
this \_\_\_\_\_ 6/18/2021 \_\_\_\_\_.**

DocuSigned by:

*Azim Iqbal*

\_\_\_\_\_  
A COMMISSIONER FOR TAKING AFFIDAVITS

Request ID: 026314025  
 Transaction ID: 79653095  
 Category ID: UN/E

Province of Ontario  
 Ministry of Government Services

Date Report Produced: 2021/06/16  
 Time Report Produced: 14:07:21  
 Page: 1

## CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Amalgamation Date
1927622	R MOLLENHAUER HOLDINGS I INC.	2015/01/01
		Jurisdiction
		ONTARIO
Corporation Type	Corporation Status	Former Jurisdiction
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE
Registered Office Address	Date Amalgamated	Amalgamation Ind.
3300 BLOOR STREET WEST	NOT APPLICABLE	A
<b>Suite # 510</b> TORONTO ONTARIO CANADA M8X 2X2	New Amal. Number	Notice Date
	NOT APPLICABLE	NOT APPLICABLE
Mailing Address	Letter Date	NOT APPLICABLE
3300 BLOOR STREET WEST WEST TOWER <b>Suite # 510</b> TORONTO ONTARIO CANADA M8X 2X2	Revival Date	Continuation Date
	NOT APPLICABLE	NOT APPLICABLE
	Transferred Out Date	Cancel/Inactive Date
	NOT APPLICABLE	NOT APPLICABLE
	EP Licence Eff.Date	EP Licence Term.Date
	NOT APPLICABLE	NOT APPLICABLE
	Date Commenced in Ontario	Date Ceased in Ontario
	NOT APPLICABLE	NOT APPLICABLE
Activity Classification	Number of Directors Minimum      Maximum	
NOT AVAILABLE	00001      00010	NOT APPLICABLE

Request ID: 026314025  
Transaction ID: 79653095  
Category ID: UN/E

Province of Ontario  
Ministry of Government Services

Date Report Produced: 2021/06/16  
Time Report Produced: 14:07:21  
Page: 2

# CORPORATION PROFILE REPORT

## Ontario Corp Number

1927622

## Corporation Name

R MOLLENHAUER HOLDINGS I INC.

## Corporate Name History

R MOLLENHAUER HOLDINGS I INC.

## Effective Date

2015/01/01

**Current Business Name(s) Exist:**

NO

**Expired Business Name(s) Exist:**

NO

## Amalgamating Corporations

### Corporation Name

THE BAG SOURCE INC.

R MOLLENHAUER HOLDINGS I INC.

### Corporate Number

994229

2400321

Request ID: 026314025  
Transaction ID: 79653095  
Category ID: UN/E

Province of Ontario  
Ministry of Government Services

Date Report Produced: 2021/06/16  
Time Report Produced: 14:07:21  
Page: 3

# CORPORATION PROFILE REPORT

**Ontario Corp Number**

1927622

**Corporation Name**

R MOLLENHAUER HOLDINGS I INC.

**Administrator:****Name (Individual / Corporation)**

ROBERT  
G.  
MOLLENHAUER

**Address**

41 SECOND ST  
  
OAKVILLE  
ONTARIO  
CANADA L6J 3T1

**Date Began**

2015/01/01

**First Director**

NOT APPLICABLE

**Designation**

DIRECTOR

**Officer Type****Resident Canadian**

Y

**Administrator:****Name (Individual / Corporation)**

ROBERT  
G.  
MOLLENHAUER

**Address**

41 SECOND ST  
  
OAKVILLE  
ONTARIO  
CANADA L6J 3T1

**Date Began**

2015/01/01

**First Director**

NOT APPLICABLE

**Designation**

OFFICER

**Officer Type**

PRESIDENT

**Resident Canadian**

Request ID: 026314025  
Transaction ID: 79653095  
Category ID: UN/E

Province of Ontario  
Ministry of Government Services

Date Report Produced: 2021/06/16  
Time Report Produced: 14:07:21  
Page: 4

# CORPORATION PROFILE REPORT

**Ontario Corp Number**

**Corporation Name**

1927622

R MOLLENHAUER HOLDINGS I INC.

**Administrator:**

**Name (Individual / Corporation)**

**Address**

ROBERT  
G.  
MOLLENHAUER

41 SECOND ST

OAKVILLE  
ONTARIO  
CANADA L6J 3T1

**Date Began**

**First Director**

2015/01/01

NOT APPLICABLE

**Designation**

**Officer Type**

**Resident Canadian**

OFFICER

SECRETARY



Request ID: 026314025  
Transaction ID: 79653095  
Category ID: UN/E

Province of Ontario  
Ministry of Government Services

Date Report Produced: 2021/06/16  
Time Report Produced: 14:07:21  
Page: 5

# CORPORATION PROFILE REPORT

**Ontario Corp Number**

1927622

**Corporation Name**

R MOLLENHAUER HOLDINGS I INC.

**Last Document Recorded**

Act/Code	Description	Form	Date
CIA	ANNUAL RETURN 2019	1C	2020/07/05 (ELECTRONIC FILING)

**THIS REPORT SETS OUT THE MOST RECENT INFORMATION FILED BY THE CORPORATION ON OR AFTER JUNE 27, 1992, AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. ALL PERSONS WHO ARE RECORDED AS CURRENT DIRECTORS OR OFFICERS ARE INCLUDED IN THE LIST OF ADMINISTRATORS.  
ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.**

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

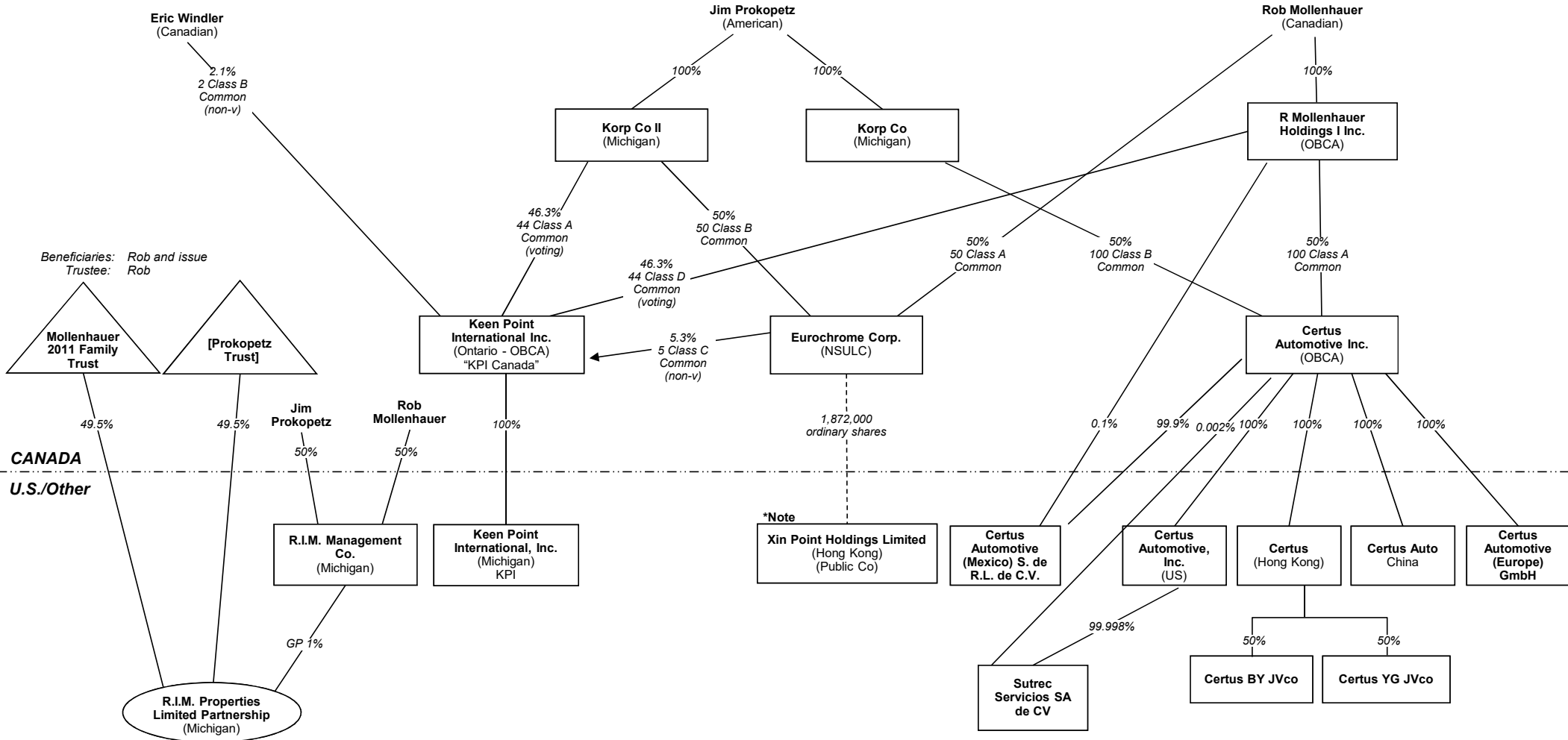
**This is Exhibit "C" referred to in the affidavit  
of JEFFREY SWAN, SWORN BEFORE ME  
this 6/18/2021.**

DocuSigned by:

*Asim Iqbal*

**A COMMISSIONER FOR TAKING AFFIDAVITS**

### KPI/Certus Global Corporate Chart April 23, 2019



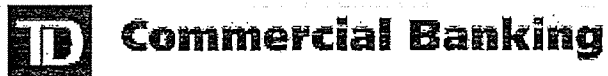
\*Note: Investment only. No ownership

**This is Exhibit "D" referred to in the affidavit  
of JEFFREY SWAN, SWORN BEFORE ME  
this \_\_\_\_\_ 6/18/2021 \_\_\_\_\_.**

DocuSigned by:

*Asim Iqbal*

\_\_\_\_\_  
A COMMISSIONER FOR TAKING AFFIDAVITS



Mississauga Commercial Banking Center  
20 Milverton Drive  
Mississauga, Ontario  
L5R 3G2

Telephone No.: 905 890 4110  
Fax No.: 905 890 4136

September 21, 2016

Keen Point International Inc.  
Certus Automotive Inc.  
3300 Bloor St West, Suite 510  
West Tower  
Toronto, Ontario  
M8X 2X2

Attention: Mr. Robert Mollenhauer

Dear Mr. Mollenhauer,

We are pleased to offer the Borrower the following credit facilities (the "Facilities"), subject to the following terms and conditions.

**BORROWERS**

Keen Point International Inc. ("Borrower A")  
Certus Automotive Inc. ("Borrower B")

**LENDER**

The Toronto-Dominion Bank (the "Bank"), through its Mississauga Commercial Banking Center, in Mississauga, Ontario.

**CREDIT LIMIT**

**Borrowers A and B**

Ensure outstanding advances under Facilities A1/B2, including the face amount of any outstanding LCs/LGs, will at all times be the lesser of:

- 1) CDN \$16,500,000 (or its USD\$ Equivalent)
- 2) The total of:

- a) 85% of investment grade accounts receivable in Canada and the USA (such as Yangfeng Johnson Controls, GM, TRW, Delphi, Magna, and Autoliv) net of over 90 day accounts, related accounts, contra accounts, unpaid source deductions, and monthly deferred revenue, and;
- b) 90% of EDC insured receivables net of 120 day accounts, unpaid source deductions, and monthly deferred revenue.
- c) 75% of all other accounts receivable in Canada and the USA net over 90 day accounts, related accounts, unpaid source deductions, and monthly deferred revenue.

The Operating Line is to be capped monthly against the most recent Borrowing Base calculation.

**Borrower B**

B3) CDN \$10,000,000 as reduced pursuant to the section headed "Repayment and Reduction of Amount of Credit Facilities.

**TYPE OF CREDITAND  
BORROWING  
OPTIONS**

**Borrowers A and B**

- 1, 2) **Operating Loan** available at the Borrower's option by way of:
  - Prime Rate Based Loans in CDN\$ ("Prime Based Loans")
  - United States Base Rate Loans in US\$ ("USBR Loans")
  - Letters of Credit in CDN\$ or US\$ ("L/Cs")
  - Stand-by Letters of Guarantee in CDN\$ ("L/Gs")

**Borrower B**

- B3) **Committed Reducing Term Facility (Multiple Draw)** available at the Borrowers option by way of:
  - Fixed Rate Term Loan in CDN\$
  - Floating Rate Term Loan by way of: Prime Rate Based Loans in CDN\$ ("Prime Based Loans").

**PURPOSE**

A1, B2) To fund working capital requirements.  
B3) To finance capital expenditure requirements in Mexico.

**TENOR**

A1, A2) Uncommitted  
B3) Committed

**CONTRACTUAL  
TERM**

A1, B2) No term.  
B3) Up to 60 months from the date of first drawdown.

**AMORTIZATION**

B3) Up to 60 months from the date of first drawdown.

**INTEREST RATES  
AND FEES**

Advances shall bear interest and fees as follows:

**A1, B2) Operating Loan:**

- Prime Based Loans: Prime Rate + 0.80% per annum.
- USBR Loans: USBR + 0.80% per annum.
- L/Cs: As advised by the Bank at the time of issuance of the L/C.
- L/Gs: 2.00% per annum.

For all Facilities, interest payments will be made in accordance with Schedule "A" attached hereto unless otherwise stated in this Letter or in the Rate and Payment Terms Notice applicable for a particular drawdown. Information on interest rate and fee definitions, interest rate calculations and payment is set out in the Schedule "A" attached hereto.

**B3) Committed Reducing Term Facility (Multiple Draws) available by way of:**

- **Fixed Rate Term Loans:** as determined by the Bank, in its sole discretion, for the Rate Term selected by the Borrower, and as set out in the Rate and Payment Terms Notice applicable to that Fixed Rate Term Loan.
- **Floating Rate Term Loans:** available by way of Prime Based Loans: Prime Rate + 1% per annum.

**ADMINISTRATION FEE**

\$350 per month.

**RENEWAL FEE**

\$10,000 per annum

**DRAWDOWN**

A1, B2)

- As required in multiples of \$5,000.
- For US\$, as required via overdraft.
- For proposed increase, subject to Disbursement Conditions.
- Borrowings by way of LG and/or LC are limited to A) \$300,000 or it's US equivalent; B) \$2,500,000 or its US equivalent.

B3)

- Upon satisfaction of Disbursement Conditions, the Borrower may use the facility for multiple draws (minimum \$1,000,000 each) up to 100% of the invoice amount. Each drawdown is subject to bank receipt of paid invoices. Drawdowns are for funding of the purchase price of the asset, and exclude taxes and soft costs.
- Borrower to evidence DSC covenant compliance on a rolling four quarter basis prior to all draws. Quantifiable expenses in F'17 pertaining to the Mexico expansion to be added back to EBITDA.
- For each draw, the Borrower is to confirm the loan advance is for production equipment only, and not for leasehold improvements or fixtures to the building.

**BUSINESS CREDIT SERVICES**

The Borrower will have access to the Operating Loan (Facilities #1 and 2) via Loan Account Numbers 9220399-01 and 9233741-01 (the "Loan Account") respectively up to the Credit Limit of the Operating Loan by withdrawing from the Borrower's Current Account Numbers 5220399-1728 and 5233741-1728 (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 Agreement.

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.

**OVERDRAFTS**

The Borrower will have access to USBR Loans under the Operating Loan via overdraft from Current Account Numbers 1728-7309343 (Borrower A); and 1728 - 7312182 (Borrower B) (the "Current Accounts"). The total of CDN\$ loans and CDN equivalent of USBR Loans under the Operating Loan via overdrafts cannot exceed the limits defined under "Credit Limit" above.



**REPAYMENT AND REDUCTION OF  
AMOUNT OF CREDIT FACILITY**

A1, B2)

- On demand.
- LCs/LGs: Upon drawdown or cancellation by beneficiary.

B3)

- Floating: monthly principal payments of principle, plus interest.
- Fixed: To be determined at the time of drawdown.

**PREPAYMENT**

B3)

**Fixed Rate Loan:** Permitted in whole or in part at any time, provided that an Event of Default has not occurred, subject to payment of a prepayment penalty.

The Borrower has the option of selecting the 10% Prepayment Option and accordingly, Fixed Rate Term Loans under this Facility may be prepaid in accordance with Section 4a) and 4b) of Schedule A.

**Floating Rate Loan:** No prepayment penalties.

**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:

**ON HAND:**

- a) General Security Agreement ("GSA") representing a first charge on all present and after acquired personal property of Keen Point International Inc
- b) Unlimited Guarantee of Advances issued by Keen Point International Inc., in support of Certus Automotive Inc.
- c) General Security Agreement ("GSA") representing a first charge on all present and after acquired personal property of Certus Automotive Inc.
- d) Unlimited Guarantee of Advances issued by Certus Automotive Inc., in support of Keen Point International Inc.
- e) UCC Security Agreement representing a first charge on all present and after acquired personal property of Certus Automotive, Inc.
- f) Unlimited Guarantee of Advances issued by Certus Automotive, Inc., in support of Certus Automotive Inc.
- g) UCC Security Agreement representing a first charge on all present and after acquired personal property of Keen Point International, Inc.
- h) Unlimited Guarantee of Advances issued by Keen Point International, Inc., in support of Keen Point International Inc.
- i) Assignment of Life Insurance on Robert Mollenhauer in the amount of \$4,000,000.
- j) Unlimited Guarantee of Advances issued by Keen Point International, Inc., in support of Certus Automotive Inc.
- k) Unlimited Guarantee of Advances issued by Certus Automotive, Inc., in support of Keen Point International Inc.

**TO BE OBTAINED:**

- l) Limited Guarantee of Advances in the amount of \$10,000,000, issued by Export Development Canada, in support of Certus Automotive Inc.
- m) Unlimited Guarantee of Advances, issued by Certus Automotive, S. DE R.L. DE C.V., in support of Certus Automotive Inc.
- n) Assignment of Fire Insurance in the amount of \$10,000,000, issued by Certus Automotive, S. DE R.L. DE C.V.
- o) Assignment of EDC Insurance, issued by Certus Automotive Inc., and Keen Point International Inc.
- p) Security Agreements for Specified Assets for various PMSI's to be registered with Certus Automotive, S. DE R.L. DE C.V.
- q) The Mexican equivalent to a General Security Agreement ("GSA") representing a first charge on all present and after acquired personal property of Certus Automotive, S. DE R.L. DE

All persons and entities required to provide a guarantee 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 shall be referred to collectively in this Agreement as "Bank Security".

**DISBURSEMENT  
CONDITIONS**

The obligation of the Bank to permit any drawdown hereunder is subject to the Standard Disbursement Conditions contained in Schedule "A" and the following additional drawdown conditions:

Delivery to the Bank of the following, all of which must be satisfactory to the Bank:

**Assigned  
Facilities**

**A1, B2, B3)**

- All security and documentation to be on-hand and in good order.
- Satisfactory review of most recent quarter company prepared financial statements.
- Executed Letter Agreement to be on-hand and in good order.
- Satisfactory review of contract awarded for the Mexico expansion.
- Satisfactory confirmation of \$2,000,000 deposit on the plating line for the Mexico facility.

**A1, B2)**

- Authorization of EDC Insurance on non-North American margined accounts receivables.
- EDC documentation to clearly delineate EDC in first position for the equipment in Mexico to support their guarantee and subordinate everything else.

**B3)**

- EDC Guarantee must be effective prior to funding; The terms in the EDC Guarantee Approval must be consistent with the details of the facility and the security in the Letter Agreement; and all mandatory security and required documentation must be on-hand

**REPRESENTATIONS  
AND WARRANTIES**

All 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. The Borrower makes the Standard Representations and Warranties set out in Schedule "A", and in addition:

- The Declaration executed by the Borrower in favour of Export Development Canada ("EDC") in connection with the EDC Guarantee is accurate and complete in all respects.

**POSITIVE COVEANTS**

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 observe the Standard Positive Covenants set out in Schedule "A" and in addition will:

- The Borrower agrees and instructs the Bank to provide to Export Development Canada ("EDC") all information requested by EDC in connection with the EDC guarantee under the Export Guarantee Program. Such information may include, without limitation, personal and business information the Bank is aware of and documents in its possession regarding the Borrower financial situation, operations or business or the Borrowers accounts with the Bank.
- The Borrower and guarantors to represent no less than 90% of revenue, EBITDA, and assets.

**REPORTING  
COVENANTS**

- Provide annual consolidated audited financial statements for Keen Point International Inc., Keen Point International, Inc., Certus Automotive Inc., Certus Automotive, Inc., Certus Automotive (HK) Limited, Certus Automotive (Huizhou) Ltd., Certus Automotive Europe GmbH, and Certus Automotive, S. DE R.L. DE C.V. within 120 calendar days of fiscal year end.
- Provide annual Notice to Reader financial statements for Certus Automotive Inc., within 120 days of each fiscal year end.
- Provide annual Notice to Reader financial statements for Keen Point International Inc., within 120 days of each fiscal year end.
- Provide annual Notice to Reader financial statements for Keen Point International, Inc., within 120 days of each fiscal year end.
- Provide annual Notice to Reader financial statements for Certus Automotive, Inc., within 120 days of each fiscal year end.
- Provide annual Notice to Reader financial statements for Certus Automotive, S. DE R.L. DE C.V., within 120 days of each fiscal year end.
- Provide aged accounts receivable and accounts payable listing for Keen Point International Inc. within 25 days after each month end with uninsured EDC foreign accounts receivable being clearly denoted.
- Provide aged accounts receivable and accounts payable listing for Certus Automotive Inc. within 25 days after each month end with uninsured EDC foreign accounts receivable being clearly denoted.
- Provide the Bank with a Monthly Compliance Certificate for the Borrowing Base Calculation for Keen Point International Inc. and Certus Automotive Inc., to be signed by an authorized signing officer. This Compliance Certificate is to be provided along with the monthly reporting, with related accounts receivables, EDC insured accounts receivables, foreign (outside USA and Canada) uninsured accounts receivables, and contra accounts, to be clearly denoted.
- Borrower to provide annual confirmation of EDC policy.
- Borrower to provide a company prepared business plan including quarterly financial forecasts. To include a consolidated balance sheet, income statement, statement of cash flows, capital expenditure budget, and schedule of booked orders for the coming year. Consolidated to include Keen Point International Inc., Keen Point International, Inc., Certus Automotive Inc., Certus Automotive, Inc., and Certus Automotive, S. DE R.L. DE C.V."
- Borrower to provide quarterly company prepared consolidated financial statements for Keen Point International Inc., Keen Point International, Inc., Certus Automotive Inc., Certus Automotive, Inc. and Certus Automotive, S. DE R.L. DE C.V, within 45 days of fiscal year end. To include a Compliance Certificate with calculation of financial covenants tested quarterly.

**FINANCIAL COVENANTS**

The Borrower Agrees to:

**Maintain a Funded Debt/EBITDA at or below 2.50, at all times.**

Funded Debt is defined as all interest bearing debt, plus all L/C's, L/G's and contingent guarantee obligations.

EBITDA is defined as consolidated earnings before interest, income taxes, depreciations, and amortization.

Quantifiable expenses for the Mexico startup costs in F'17 to be added back to EBITDA, up to a maximum of US \$3,000,000.

AND;

The Borrower Agrees to:

**Maintain a combined\* Debt Service Coverage ratio ("DSC") of not less than 125% to be maintained at all times.**

The DSC is calculated as follows:

$$\frac{\text{EBITDA}^{**} - \text{unfinanced capex} - \text{distributions of any kind}}{\text{Principal} + \text{Interest}}$$

\* Combined includes: Keen Point International Inc., Keen Point International, Inc., Certus Automotive Inc., and Certus Automotive, Inc.,

\*\* EBITDA is defined as Earnings before interest, taxes, depreciation, and amortization.

Quantifiable expenses for the Mexico startup costs in F'17 to be added back to EBITDA, up to a maximum of US \$3,000,000.

**EVENTS OF DEFAULT**

The Bank may accelerate the payment of principal and interest under any committed credit facility hereunder and cancel any undrawn portion of any committed credit facility hereunder, at any time after the occurrence of any one of the Standard Events of Default contained in Schedule "A" and after any one of the following additional Events of Default:

- The Borrower will allow TD to accelerate payment in the event that any part of the Declaration executed by the Borrower in favour of EDC in connection with the EDC Guarantee is false or misleading at any time.

**AVAILABILITY OF OPERATING LOAN**

The Operating Loan is uncommitted, made available at the Bank's discretion, and is not automatically available upon satisfaction of the terms and conditions, conditions precedent, or financial tests set out herein. The occurrence of an Event of Default is not a precondition to the Bank's right to accelerate repayment and cancel the availability of the Operating Loan.


**SCHEDULE "A" - STANDARD TERMS AND CONDITIONS**

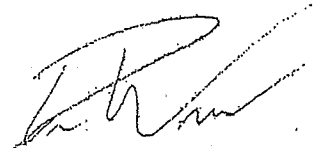
Schedule "A" sets out the Standard Terms and Conditions ("Standard Terms and Conditions") which apply to these credit facilities. The Standard Terms and Conditions, including the defined terms set out therein, form part of this Agreement, unless this letter states specifically that one or more of the 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 if you wish to accept this offer of financing (which includes the Standard Terms and Conditions), please do so by signing and returning the attached duplicate copy of this letter to the undersigned. This offer will expire if not accepted in writing and received by the Bank on or before **October 25, 2016**.

Yours truly,

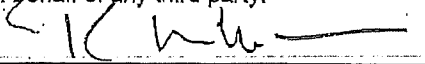
THE TORONTO-DOMINION BANK

  
\_\_\_\_\_  
Abid Kabani  
Relationship Manager

  
\_\_\_\_\_  
Ryan Winslow  
Manager, Commercial Credit

TO THE TORONTO-DOMINION BANK:

Certus Automotive Inc. hereby accepts the foregoing offer this 28 day of 09, 2016. The Borrower confirms that, except as may be set out above, the credit facilities detailed herein shall not be used by or on behalf of any third party.

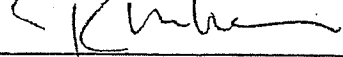
  
\_\_\_\_\_  
Signature

Rob Mollenhau - President  
\_\_\_\_\_  
Print Name & Position

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name & Position

Keen Point International Inc. hereby accepts the foregoing offer this 28 day of 09, 2016.  
The Borrower confirms that, except as may be set out above, the credit facilities detailed herein shall not be used by or on behalf of any third party.

  
\_\_\_\_\_  
Signature

President - Rob Molikauer  
\_\_\_\_\_  
Print Name & Position

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name & Position

**cc. Guarantor**

The Bank is providing the guarantor(s) with a copy of this letter as a courtesy only. The delivery of a copy of this letter does not create any obligation of the Bank to provide the guarantor(s) with notice of any changes to the credit facilities, including without limitation, changes to the terms and conditions, increases or decreases in the amount of the credit facilities, the establishment of new credit facilities or otherwise. The Bank may, or may not, at its option, provide the guarantor(s) with such information, provided that the Bank will provide such information upon the written request of the guarantor.

**SCHEDULE A**  
**STANDARD TERMS AND CONDITIONS**

**1. 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 US\$ 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.

LIBOR means the rate of interest per annum (based on a 360 day year) as determined by the Bank (rounded upwards, if necessary to the nearest whole multiple of 1/16th of 1%) at which the Bank may make available United States dollars which are obtained by the Bank in the Interbank Euro Currency Market, London, England at approximately 11:00 a.m. (Toronto time) on the second Business Day before the first day of, and in an amount similar to, and for the period similar to the interest period of, such advance.

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.

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.

**2. 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 the subject loan is outstanding unless otherwise provided in the Rate and Payment Terms Notice. 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 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 CDN\$ B/As or US\$ B/As as the case may be, for the specified term of the B/A less the B/A Stamping Fee.

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

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 on Fixed Rate Term Loans is compounded monthly and 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 21% per annum, 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.

### **3. 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 the section of the Agreement titled "Business Credit Services Agreement", if that section of the Agreement has not been deleted. The Borrower shall provide the Bank with 3 Business Days' notice of a requested Prime Based Loan or USBR 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. In no event shall the term of the B/A exceed the Contractual Term Maturity Date. 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 shall pay to the Bank the full amount of the B/A at the maturity date 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.

#### **LIBOR**

The Borrower shall advise the Bank of the requested LIBOR contract maturity period. The Bank shall have the discretion to restrict the LIBOR contract maturity. In no event shall the term of the LIBOR contract exceed the Contractual Term Maturity Date. The minimum amount of a drawdown by way of a LIBOR 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 LIBOR 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 - Prime Conversion**

The Borrower will provide the Bank with at least 3 Business Days' notice of its intention either to convert a B/A to a Prime Based Loan or vice versa, failing which, the Bank may decline to accept such additional B/As or may charge interest on the amount of Prime Based Loans resulting from maturity of B/As 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.

#### **Cash Management**

The Bank may, and the Borrower hereby authorizes the Bank to, drawdown under the Operating Loan 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 Operating Loan even if the drawdown results in amounts outstanding in excess of the Credit Limit.

#### **Notice**

Prior to each drawdown and at least 10 days prior to each Rate Term Maturity, the Borrower will advise the Bank of its selection of drawdown options from those made available by the Bank. The Bank will, after each

drawdown, other than drawdowns by way of BA, LIBOR Loan or under the operating loan, send a Rate and Payment Terms Notice to the Borrower.

**4. PREPAYMENT**

**Fixed Rate Term Loans**

**10% Prepayment Option Chosen.**

- (a) 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.
- (b) 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 Interest Rate Differential, being the amount by which:
    - a. the total amount of 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 calculated for the period of time from the prepayment date until the Rate Term Maturity Date for the Fixed Rate Term Loan being prepaid (the "Remaining Term"), exceeds
    - b. the total amount of 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 a fixed rate term loan that the Bank would make to a borrower for a comparable facility on the prepayment date, calculated for the Remaining Term.

**10% Prepayment Option Not Chosen.**

- (c) 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 Interest Rate Differential, being the amount by which:

- a. the total amount of interest on the amount of the prepayment using the interest rate applicable to the Fixed Rate Term Loan being prepaid calculated for the period of time from the prepayment date until the Rate Term Maturity Date for the Fixed Rate Term Loan being prepaid (the "Remaining Term"), exceeds
- b. the total amount of interest on the amount of the prepayment using the interest rate applicable to a fixed rate term loan that the Bank would make to a borrower for a comparable facility on the prepayment date, calculated for the Remaining Term.

### Floating Rate Term Loans

The Borrower may prepay the whole or any part of the principal outstanding under a Floating Rate Term Loan, at any time without the payment of prepayment charges.

### 5. STANDARD DISBURSEMENT CONDITIONS

The obligation of the Bank to permit any drawdowns 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 a duly executed resolution of the Board of Directors of the Borrower empowering the Borrower to enter into this Agreement;
  - ii) A copy of any necessary government approvals authorizing the Borrower to enter into this Agreement;
  - iii) All of the Bank Security and supporting resolutions and solicitors' letter of opinion required hereunder;
  - iv) The Borrower's compliance certificate certifying compliance with all terms and conditions hereunder;
  - v) all operation of account documentation; and
  - vi) For drawdowns under the Facility by way of L/C or L/G, the Bank's standard form Letter of Credit Indemnity Agreement
- b) The representations and warranties contained in this Agreement are correct.
- c) 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.
- d) The Bank has received the arrangement fee payable hereunder (if any) 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, 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 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.
- 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 Canadian Generally Accepted Accounting Principles consistently applied.
- 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 Workers' Compensation dues are currently paid and up to date.

#### **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 and fees on the dates, times and place specified herein, under the Rate and Payment Terms Notice, 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 will result in a material adverse change in the financial condition, business, operations, or prospects of the Borrower 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.
- h) Maintain property, plant and equipment in good repair and working condition.
- i) 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, or prospects of the Borrower.
- j) Provide such additional security and documentation as may be required from time to time by the Bank or its solicitors.

- k) Continue to carry on the business currently being carried on by the Borrower its subsidiaries and each of the Guarantors at the date hereof.
- l) Maintain adequate insurance on all of its assets, undertakings, and business risks.
- m) 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 and
- n) Comply with all applicable laws.

#### **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 assets or undertakings, now owned or hereafter acquired, 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 assets (including, without limitation, shares of stock and indebtedness of subsidiaries, receivables and leasehold interests), except for inventory disposed of in the ordinary course of business.
- e) Terminate or enter into a surrender of any lease of any 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, its subsidiaries and each of the Guarantors is being operated in compliance with applicable laws and regulations respecting the discharge, omission, 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.

The Borrower hereby indemnifies the Bank, its officers, directors, employees, agents and shareholders, and agrees to hold each of them harmless from all loss, claims, damages and expenses (including legal and audit expenses) which may be suffered or incurred in connection with the indebtedness under this Agreement or in connection with the Bank Security.

#### **10. STANDARD EVENTS OF DEFAULT**

The Bank may accelerate the payment of principal and interest under any committed credit facility hereunder and cancel any undrawn portion of any committed credit 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 the 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 the 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 of 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 by an encumbrancer against the Borrower, any of its subsidiaries, or any of the Guarantors to take possession of property or enforce proceedings against any assets.
- 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 in the financial condition, business operations or prospects of the Borrower, any of the Borrower's subsidiaries, or any of the Guarantors.

#### **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 B/As and LIBOR Loans and the amount of all drawn and undrawn L/Gs and L/Cs. All cost to the Bank of unwinding LIBOR 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 the Operating Loan (and any other uncommitted facility) hereunder and cancel any undrawn portion of the Operating Loan (and any other uncommitted facility) hereunder, at any time whether or not an Event of Default has occurred.

#### **12. CURRENCY INDEMNITY**

US\$ loans must be repaid with US\$ and CDN\$ loans must be repaid with CDN\$ and the Borrower shall indemnify the Bank for any loss suffered by the Bank if US\$ loans are repaid with CDN\$ or vice versa, whether such payment is made pursuant to an order of a court or otherwise.

**13. 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.

**14. REPRESENTATION**

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

**15. 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 the Operating Loan (and any other uncommitted facility) 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.

**16. 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.

**17. EXPENSES**

The Borrower shall pay, within 5 Business Days following notification, all fees and expenses (including but not limited to all legal fees) incurred by the Bank in connection with the preparation, registration and ongoing administration 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 all outside counsel fees and expenses and all in-house legal fees and expenses, if in-house counsel are used, and all outside professional advisory fees and expenses. 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 its 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 the registration fee 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 its 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 Operating 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.

#### **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 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.

#### **19. 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.

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 true indebtedness secured by the chattel mortgage.

#### **20. ENTIRE AGREEMENTS**

This Agreement replaces any previous letter agreements dealing specifically with terms and conditions of the credit facilities described in the Letter. 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 Facilities described in this Agreement.

#### **21. 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.

#### **22. RELEASE OF INFORMATION**

The Borrower hereby irrevocably authorizes and directs the Borrower's 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.

#### **23. 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.

#### **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 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 Bank's noon spot rate of exchange for the conversion of such currency.

#### **25. LIMITATION ACT**

The Borrower and the Bank hereby agree that the limitation period for commencement of any court action or proceeding against the Borrower with respect to demand loans shall be six (6) years rather than the period of time that is set out in the applicable limitation legislation.

#### **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. 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 acknowledgement 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) 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

#### **27. DEFINITIONS**

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

"All-In Rate" means the greater of the Interest Rate that the Borrower pays for Prime Based Loans (which for greater certainty includes the percent per annum added to the Prime Rate) or the highest fixed rate paid for Fixed Rate Term Loans.

"*Agreement*" means the agreement between the Bank and the Borrower set out in the Letter and this Schedule "A" - Standard Terms and Conditions.

"*Business Day*" means any day (other than a Saturday or Sunday) that the Branch/Centre is open for business.

"*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.

"*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 Payments Terms Notice.

"*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.

"*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.

"*Fixed Rate Term Loan*" means any drawdown in Canadian dollars under a Credit Facility at an interest rate which is fixed for a Rate Term at such rate as is determined by the Bank as its sole discretion.

"*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 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.

"*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).

"*Purchase Money Security Interest*" means a security interest on equipment which is granted to a lender or to the seller of such equipment in order to secure the purchase price of such equipment or a loan to acquire such equipment, provided that the amount secured by the security interest does not exceed the cost of the equipment, 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.





November 01, 2017

KEEN POINT INTERNATIONAL INC.  
CERTUS AUTOMOTIVE INC.  
330 Bloor Street West, Suite 510  
West Tower  
Toronto, ON  
M8X 2X2

Attention: Mr. Robert Mollenhauer

Dear Mr. Mollenhauer,

The following amending agreement (the "Amending Agreement") amends the terms and conditions of the credit facilities (the "Facilities") provided to the Borrower pursuant to the Agreement dated September 21, 2016.

**BORROWERS**

KEEN POINT INTERNATIONAL INC. ("Borrower A")  
CERTUS AUTOMOTIVE INC. ("Borrower B")

**LENDER**

**The Toronto-Dominion Bank**(the "Bank"), through its Mississauga Commercial Banking Center branch, in Mississauga, ON.

**CREDIT LIMIT**

Ensure outstanding advances under the operating Facility, including the face amount of any outstanding LC's/LG's, will be at all times the lesser of:

1. CDN\$16,500,000, increasing to \$21,500,000 between Oct 31, 2017 and Dec 15, 2017
2. The total of:
  - A) 85% of investment grade accounts receivable in Canada and the USA (such as Yangfeng Johnson Controls, GM, TRW, Delphi, Magna, and Autoliv) net of over 90 day accounts, related accounts, contra accounts, unpaid source deductions, and monthly deferred revenue, and;
  - B) 90% of EDC insured receivables net of 120 day accounts, related accounts, contra accounts, unpaid source deductions, and monthly deferred revenue.
  - C) 75% of all other accounts receivable in Canada and the USA net of over 90 day accounts, related accounts, contra accounts, unpaid source deductions, and monthly

deferred revenue.

D) Shortfall allowance of up to \$3,500,000 between Oct 31, 2017 and Dec 15, 2017.

**TYPE OF CREDIT AND BORROWING OPTIONS**

**Operating Loan** available at the Borrower's option by way of:

- Prime Rate Based Loans in CAD\$ ("Prime Based Loans")
- United States Base Rate Loans in USD\$ ("USBR Loans")
- Letters of Credit in CAD\$ or USD\$ ("L/Cs")

**TENOR**

Uncommitted

**CONTRACTUAL  
TERM**

No term

**INTEREST RATES  
AND FEES**

Advances shall bear interest and fees as follows:

**Operating Loan:**

- Prime Based Loans: Prime Rate + 1.750% per annum
- USBR Loans: USBR + 1.750% per annum
- L/Cs: As advised by the Bank at the time of issuance of the L/C

For all Facilities, interest payments will be made in accordance with Schedule "A" unless otherwise stated in this Letter or in the Rate and Payment Terms Notice applicable for a particular drawdown. Information on interest rate and fee definitions, interest rate calculations and payment is set out in the Schedule "A".

Interest on Fixed Rate Term Loans is compounded monthly and payable in arrears.

**ADMINISTRATION  
FEE**

CAD\$350 per month.

**EXCESS MONITORING FEE**

The Borrower may, at the Bank's discretion, be charged an Excess Monitoring Fee of \$250.00, 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.

**RENEWAL FEE**

CAD\$10,000 per annum.

**WORK FEE**

CAD\$10,000

**BUSINESS CREDIT SERVICE**

The Borrower will have access to the Operating Loan (Facility 2) via Loan Account Number 1271-9220399-1728 (the "Loan Account") up to the Credit Limit of the Operating Loan by withdrawing funds from the Borrower's Current Account Number 1728-5220399 (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 cancelled.
- b) all outstanding overdraft amounts under any such other agreements are now 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 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.

**OVERDRAFTS**

The Borrower will have access to Prime Based Loans under the Operating Loan via overdraft from Account Number 5233741 at Branch 1728 (the "Account") up to the Credit Limit.

The Borrower will have access to USBR Loans under the Operating Loan via overdraft from Current Account Number 7312182 at Branch 1728 (the "Current Account") up to a maximum of USD\$2,500,000. The total of CAD\$ loans and CAD equivalent of USBR Loans under the Operating Loan via overdrafts cannot exceed the limits defined under "Credit Limit" above.

**REPRESENTATIONS AND WARRANTIES**

All 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. The Borrower makes the Standard Representations and Warranties set out in Schedule "A", and in addition, represents and warrants that:

**EVENTS OF  
DEFAULT**

The Bank may accelerate the payment of principal and interest under any committed credit facility hereunder and cancel any undrawn portion of any committed credit facility hereunder, at any time after the occurrence of any one of the Standard Events of Default contained in Schedule "A" attached hereto and after any one of the following additional Events of Default:

**AVAILABILITY OF  
OPERATING LOAN**

The Operating Loan is uncommitted, made available at the Bank's discretion, and is not automatically available upon satisfaction of the terms and conditions, conditions precedent, or financial tests set out herein.

The occurrence of an Event of Default is not a precondition to the Bank's right to accelerate repayment and cancel the availability of the Operating Loan.

**LANGUAGE  
PREFERENCE**

This Agreement has been drawn up in the English language at the request of all parties

**SCHEDULE "A" -  
STANDARD TERMS  
AND CONDITIONS**

Schedule "A" sets out the Standard Terms and Conditions ("Standard Terms and Conditions") which apply to these credit facilities. 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.

**AMENDMENTS TO  
SCHEDULE "A"  
TERMS AND  
CONDITIONS**

The following amendments to the Standard Terms and Conditions apply:

Unless otherwise stated, the amendments outlined above are in addition to the Terms and Conditions of the existing Agreement. All other terms and conditions remain unchanged.

(iii) the Borrower's ownership, control and structure.

The Borrower will provide, or cause to be provided, such updated information and/or additional supporting information as the Bank may require from time to time with respect to any or all the matters in the Borrower's foregoing representation and warranty.

Yours truly,

**THE TORONTO-DOMINION BANK**

  
\_\_\_\_\_  
Daniel Andersen  
Relationship Manager

\_\_\_\_\_  
Ryan Winslow  
Manager, Commercial Credit







Financial Restructuring Group  
66 Wellington Street West, 39th Floor  
Toronto, ON M5K 1A2  
Telephone No.: (416) 308-3913  
Fax No.: (416) 982-7710

June 5, 2018

KEEN POINT INTERNATIONAL INC.  
CERTUS AUTOMOTIVE INC.  
330 Bloor Street West, Suite 510  
Toronto, ON M8X 2X2

Attention: Mr. Robert Mollenhauer

Dear Mr. Mollenhauer,

The following amending agreement (the "Amending Agreement") amends the terms and conditions of the credit facilities (the "Facilities") provided to the Borrower pursuant to the Agreement dated September 21, 2016 and the subsequent Amending Agreement(s) dated November 1, 2017:

**BORROWER**

KEEN POINT INTERNATIONAL INC. ("Borrower A")  
CERTUS AUTOMOTIVE INC. ("Borrower B")

**LENDER**

**The Toronto-Dominion Bank** (the "Bank"), through its Financial Restructuring Group, in Toronto, ON.

**CREDIT LIMIT**

Ensure outstanding advances under the operating Facility, including the face amount of any outstanding L/Cs and L/Gs will be at all times the lesser of:

- 1) CDN\$16,500,000, increasing to \$21,500,000 until June 30, 2018
- 2) The total of:
  - (A) 85% of investment grade accounts receivable in Canada and the USA (such as Yangfeng Johnson Controls, GM, TRW, Delphi, Magna, and Autoliv) net of over 90 day accounts, related accounts, contra accounts, unpaid source deductions, and monthly deferred revenue, and;
  - (B) 90% of EDC insured receivables net of 120 day accounts, related accounts, contra accounts, unpaid source deductions, and monthly deferred revenue, and;
  - (C) 75% of all other accounts receivable in Canada and the USA, net of over 90 day accounts, related accounts, contra accounts, unpaid source deductions, and monthly deferred revenue.

Operating Line to be forward margined and capped monthly against the most recent Borrowing Base calculation.

**SCHEDULE "A" -  
STANDARD TERMS  
AND CONDITIONS**

Schedule "A" sets out the Standard Terms and Conditions ("Standard Terms and Conditions") which apply to these credit facilities. 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.

**ACCURACY OF  
INFORMATION**

The Borrower hereby represents and warrants that all information that it 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.

The Borrower will provide, or cause to be provided, such updated information and/or additional supporting information as the Bank may require from time to time with respect to any or all the matters in the Borrower's foregoing representation and warranty.

Unless otherwise stated, the amendments outlined above are in addition to the Terms and Conditions of the existing Agreement. All other terms and conditions remain unchanged.

Yours truly,

**THE TORONTO-DOMINION BANK**



\_\_\_\_\_  
Jeffrey Swan, Director  
Financial Restructuring Group



\_\_\_\_\_  
Richard Phongsivorabouth, Senior Analyst  
Financial Restructuring Group





Financial Restructuring Group  
66 Wellington Street West, 39th Floor  
Toronto, Ontario  
M5K 1A2  
Telephone No.: (416) 308-9215  
Fax No.: (416) 982-7710

July 3, 2018

KEEN POINT INTERNATIONAL INC.  
CERTUS AUTOMOTIVE INC.  
330 Bloor Street West, Suite 510  
Toronto, Ontario  
M8X 2X2

Attention: Mr. Robert Mollenhauer

Dear Mr. Mollenhauer,

The following amending agreement (the "Amending Agreement") amends the terms and conditions of the credit facilities (the "Facilities") provided to the Borrower pursuant to the Agreement dated September 21, 2016 and the subsequent Amending Agreement(s) dated November 1, 2017 and June 5, 2018:

**BORROWER**

KEEN POINT INTERNATIONAL INC. ("Borrower A")  
CERTUS AUTOMOTIVE INC. ("Borrower B")

**LENDER**

The Toronto-Dominion Bank (the "Bank"), through its Financial Restructuring Group, in Toronto, ON.

**CREDIT LIMIT**

**Amend the Following:**

Ensure outstanding advances under the operating Facility, including the face amount of any outstanding L/Cs and L/Gs will be at all times the lesser of:

- 1) US\$12,790,000, increasing to \$17,666,667 [or its CDN\$ equivalent] until August 31, 2018 and,
- 2) The total of:
  - (A) 85% of investment grade accounts receivable in Canada and the USA (such as Yangfeng Johnson Controls, GM, TRW, Delphi, Magna, and Autoliv) net of over 90 day accounts, related accounts, contra accounts, unpaid source deductions, and monthly deferred revenue, plus;
  - (B) 90% of EDC insured receivables net of 120 day accounts, related accounts, contra accounts, unpaid source deductions, and monthly deferred revenue, plus;

(C) 75% of all other accounts receivable in Canada and the USA, net of over 90 day accounts, related accounts, contra accounts, unpaid source deductions, and monthly deferred revenue, plus;

(D) 50% of finished goods inventory located in North America less priority payables related to margined inventory, limited to a maximum of \$500,000.

Operating Line to be forward margined and capped monthly against the most recent Borrowing Base calculation.

**AMENDMENT  
FEE**

CDN\$6,000, payable upon acceptance of this Amending Agreement

**SCHEDULE "A" -  
STANDARD TERMS  
AND CONDITIONS**

Schedule "A" sets out the Standard Terms and Conditions ("Standard Terms and Conditions") which apply to these credit facilities. 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.

**ACCURACY OF  
INFORMATION**

The Borrower hereby represents and warrants that all information that it 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.

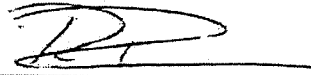
The Borrower will provide, or cause to be provided, such updated information and/or additional supporting information as the Bank may require from time to time with respect to any or all the matters in the Borrower's foregoing representation and warranty.

Unless otherwise stated, the amendments outlined above are in addition to the Terms and Conditions of the existing Agreement. All other terms and conditions remain unchanged.

Yours truly,

THE TORONTO-DOMINION BANK

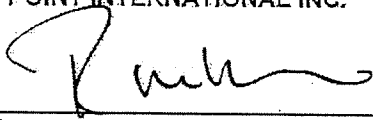
  
\_\_\_\_\_  
Jeffrey Swan, Director  
Financial Restructuring Group

  
\_\_\_\_\_  
Richard Phongsivorabouth, Senior Analyst  
Financial Restructuring Group

TO THE TORONTO-DOMINION BANK:

KEEN POINT INTERNATIONAL INC. and CERTUS AUTOMOTIVE INC. hereby accepts the foregoing offer this 6<sup>th</sup> day of July, 2018. 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.

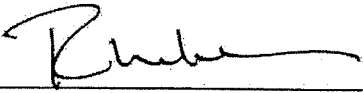
KEEN POINT INTERNATIONAL INC.



Signature

ROBERT MOLLENHAUER CEO  
Print Name & Position

CERTUS AUTOMOTIVE INC.



Signature

ROBERT MOLLENHAUER CEO  
Print Name & Position





**FORBEARANCE AGREEMENT**

**THIS AGREEMENT** is made this 21 day of March, 2019.

**AMONG:**

**THE TORONTO-DOMINION BANK**

(hereinafter sometimes called the “**Bank**”)

OF THE FIRST PART

- and -

**CERTUS AUTOMOTIVE INC.**, a company incorporated under the laws of Ontario

(hereinafter sometimes called “**Certus Canada**”)

OF THE SECOND PART

- and -

**KEEN POINT INTERNATIONAL INC.**, a company incorporated under the laws of Ontario

(hereinafter sometimes called “**KPI Canada**”)

OF THE THIRD PART

- and -

**KEEN POINT INTERNATIONAL, INC.**, a company incorporated under the laws of Michigan

(hereinafter sometimes called “**KPI Michigan**”)

OF THE FOURTH PART

- and -

**R.I.M. MANAGEMENT CO.**, a company incorporated under the laws of Michigan

(hereinafter sometimes called “**RIM**”)

OF THE FIFTH PART

- and -

**CERTUS AUTOMOTIVE (MEXICO) S. de R.L. de C.V.**, a company incorporated under the laws of Mexico

(hereinafter sometimes called “**Certus Mexico**”)

OF THE SIXTH PART

- and -

**CERTUS AUTOMOTIVE, INC.**, a company incorporated under the laws of Michigan

(hereinafter sometimes called “**Certus US**”)

OF THE SEVENTH PART

- and -

**CERTUS AUTOMOTIVE SHENZHEN CO. LTD.**, a company incorporated under the laws of China

(hereinafter sometimes called “**Certus China**”)

OF THE EIGHTH PART

- and -

**CERTUS AUTOMOTIVE, (HK) LIMITED**, a company incorporated under the Laws of Hong Kong

(hereinafter sometimes called “**Certus Hong Kong**”)

OF THE NINTH PART

- and -

**CERTUS AUTOMOTIVE (EUROPE) GmbH**, a company incorporated under the laws of Germany

(hereinafter sometimes called “**Certus Europe**”)

OF THE TENTH PART

- and -

**KORP CO**, a company incorporated under the laws of Michigan

(hereinafter sometimes called “**KC**”)

OF THE ELEVENTH PART

- and -

**KORP CO II**, a company incorporated under the laws of Michigan

(hereinafter sometimes called “**KCII**”)

OF THE TWELFTH PART

- and -

**R. MOLLENHAUER HOLDINGS I INC.**, a company incorporated under the laws of Ontario

(hereinafter sometimes called “**RMH Inc.**” and together with Certus Europe, Certus Canada, KPI Canada, KPI Michigan, RIM, Certus Mexico, Certus US, Certus China, Certus Hong Kong, KC and KCII are sometimes referred to collectively as the “**Certus Automotive Group**” and individually as members of the Certus Automotive Group)

OF THE THIRTEENTH PART

- and -

**ROB MOLLENHAUER**, of the City of Toronto, Ontario

(hereinafter sometimes called “**Rob**”)

OF THE FOURTEENTH PART

- and -

**MICHAEL JAMES PROKOPETZ**, of the City of Clarkston, Michigan

(hereinafter sometimes called “**Jim**”)

OF THE FIFTEENTH PART

**WHEREAS:**

A. The Bank has made certain credit facilities available to Certus Canada and KPI Canada pursuant to (a) a credit agreement dated September 21, 2016, as amended, supplemented or restated from time to time, including pursuant to the revised credit arrangements referred to in Recital H (the “**Credit Agreement**”); (b) a temporary bulge to the credit limit under the existing loan arrangements from a maximum principal amount of US\$16,339,000 to a maximum principal amount of US\$18,000,000 (the “**2019 Temporary Bulge**”); and (c) certain other agreements and arrangements among the Bank and Certus Canada, KPI Canada and the other members of the Certus Automotive Group pursuant to which the loans more particularly described in Schedule A have been advanced by the Bank to Certus Canada and KPI Canada, as borrowers (collectively the “**Loan Agreements**”) – each such loan being individually referred to as a “**Loan**” and such loans being collectively referred to as the “**Loans**”.

B. KPI Michigan, Certus Mexico, Certus US and RMH Inc. are also party to the Loan Agreements.

C. As security for the Loans and for all other present and future indebtedness, fees, expenses and other liabilities, direct or indirect, absolute or contingent, due to the Bank from the Certus Automotive Group (collectively, the “**Obligations**”), Certus Canada, KPI Canada, KPI Michigan, Certus Mexico, Certus US, RMH Inc., Jim and Rob, together sometimes referred to as collectively as the “**Obligors**” and each an “**Obligor**” executed, delivered and/or granted to the Bank certain security, including the security described in Schedule B (collectively, the “**Existing Security**”) as well as the guarantees described in Schedule C (the “**Existing Guarantees**”), each of which Existing Security and Existing Guarantee as subject to the terms and conditions thereof, in accordance with Section 35 hereof, and provided further and for greater certainty that it is acknowledged that there are limits on recourse with respect to the most recent guarantees provided by Rob and Jim.

D. In connection with the Existing Security and Existing Guarantees executed by Rob and Jim, each of Rob and Jim have provided or will provide to the Bank by no later than March 26, 2019, certificates of independent legal advice with respect to the execution of such Existing Security and such Existing Guarantees, which, among other things, confirms the validity, enforceability and value of such instruments.

E. Rob is the sole shareholder of RMH Inc., which is a primary shareholder of Certus Canada and KPI Canada as more particularly described in Schedule D. Jim is the sole shareholder of KC and KCII, and KC is a primary shareholder of Certus Canada and KCII is a primary shareholder of KPI Canada as more particularly described in Schedule D. Other than each of Euroshare Ltd.’s and Eric Windler’s minority interest in KPI Canada, no other party has any right, option or agreement of any nature whatsoever entitling such party to acquire any shares or ownership interest of any nature whatsoever entitling such party to acquire any share or ownership interest of any nature whatsoever with respect to any entity within the Certus Automotive Group.

F. Certus Canada and KPI Canada and the other members of the Certus Automotive Group operate in the business of providing engineering, manufacturing and distribution services with respect to specialized chrome plating products (including in excess of 33 finishes) for the automotive industry. The business of the Certus Automotive Group is carried on from facilities in (i) Canada (Toronto and Mississauga, Ontario), (ii) the United States of America (Auburn Hills and Grand Rapids, Michigan and Laredo, Texas), (iii) China (Shenzhen, Nanton (JV operation), and Zhuhai (JV operation), (iv) Mexico (Queretaro), and (v) Germany (Michelstadt and Hamburg), as more particularly described in Schedule D. The full share ownership structure of the Certus Automotive Group is as set out in Schedule D, save and except for the shares in the capital of Xin Point Holdings Limited sold by Eurochrome Corp. in 2018 and provided further that within 10 days of the date of this Agreement, the Certus Automotive Group and Jim will prepare a full updated share ownership structure of the Certus Automotive Group, which will reflect the current shares held in Xin Point Holdings Limited. All subsidiaries and joint venture interests held by any one of Certus Canada, KPI Canada, KPI Michigan, RIM, Certus Mexico, Certus US, Certus China, Certus Hong Kong, Certus Europe, RMH Inc., KC and KCII are also set out, and are more particularly described in Schedule D. No member of the Certus Automotive Group (or Jim or Rob) has any right, option or agreement of any nature whatsoever with respect to any entity other than as set out in Schedule D.

G. Certus Canada and KPI Canada are hereinafter sometimes collectively referred to as the “**Borrowers**”.

H. Prior to the date of this Agreement, the Bank has provided the Borrowers with several temporary bulge credit facilities. Further, the Borrowers have previously defaulted on the Loans and the Loan Agreements several times and the Bank has temporarily waived compliance with certain obligations in connection with such defaults pursuant to certain default letters, although certain defaults remain unremedied and ongoing at this time and have not been waived by the Bank. A summary of such temporary bulge credit facilities and defaults includes the following:

- (a) **November 1, 2017:** The Borrowers and the Bank executed a first amending agreement dated November 1, 2017 to the Credit Agreement, whereby the Credit Agreement was amended to, among other things, provide for a temporary increase to the credit limit from a maximum principal amount of \$16,500,000 to a maximum principal amount of \$21,500,000 for the period between October 31, 2017 and December 15, 2017 (the “**November 2017 Temporary Bulge**”). The November 2017 Temporary Bulge was further extended two times. The first extension was until February 16, 2017 and the second extension was until March 31, 2017.

**November 20, 2017:** The Bank sent a default letter dated November 20, 2017 to the Borrowers (the “**November 20, 2017 Letter**”) which advised the Borrowers that they were in default of certain Obligations (as such term is defined in the November 20, 2017 Letter) under the Credit Agreement. Pursuant to the November 20, 2017 Letter, the Bank agreed to waive compliance with those Obligations for the period ending March 31, 2017, subject to the terms of the November 1, 2017 Temporary Bulge.

- (b) **June 5, 2018:** The Borrowers and the Bank executed a second amending agreement dated June 5, 2018 to the Credit Agreement, whereby the Credit Agreement was amended to, among other things, provide for a temporary increase to the credit limit from a maximum principal amount of \$16,500,000 to a maximum principal amount of \$21,500,000 until June 30, 2018.
- (c) **July 3, 2018:** The Borrowers and the Bank executed a third amending agreement dated July 3, 2018 to the Credit Agreement, whereby the Credit Agreement was amended to, among other things, provide for a temporary increase to the credit limit from a maximum principal amount of US\$12,790,000 to a maximum principal amount of US\$17,666,667 (or its CDN\$ equivalent) until August 31, 2018.
- (d) **July 3, 2018:** The Bank sent a default letter dated July 3, 2018 to the Borrowers (the “**July 3, 2018 Letter**”) which advised the Borrowers that they were in default of certain Obligations (as such term is defined in the July 2018 Letter) under the Credit Agreement. Pursuant to the July 3, 2018 Letter, the Bank agreed to waive compliance with those Obligations for the period ending March 31, 2018, subject to the terms of the July 2018 Letter.
- (e) **November 1, 2018:** The Bank sent a default letter dated November 1, 2018 to the Borrowers (the “**November 1, 2018 Letter**”) which advised the Borrowers that they were in default of certain Obligations (as such term is defined in the November 1, 2018 Letter) under the Credit Agreement. Pursuant to the November 1, 2018 Letter, the Bank advised the Borrowers that, among other things, the Bank did not waive compliance of those Obligations and the Bank reserved the right to exercise the rights and remedies available to it. The defaults referred to in the November 1, 2018 Letter remain unremedied and ongoing and have not been waived by the Bank.
- (f) **November 28, 2018:** The Bank sent a default letter dated November 28, 2018 to the Borrowers (the “**November 28, 2018 Letter**”) which advised the Borrowers that they were in default of certain Obligations (as such term is defined in the November 28, 2018 Letter) under the Credit Agreement. Pursuant to the November 28, 2018 Letter, the Bank advised the Borrowers that, among other things, the Bank did not waive compliance of those Obligations and the Bank reserved the right to exercise the rights and remedies available to it. The defaults referred to in the November 28, 2018 Letter remain unremedied and ongoing and have not been waived by the Bank.
- (g) **December 17, 2018:** The Bank sent a default letter dated December 17, 2018 to the Borrowers (the “**December 17, 2018 Letter**”) which advised the Borrowers that they were in default of certain Obligations (as such term is defined in the December 17, 2018 Letter) under the Credit Agreement. Pursuant to the December 17, 2018 Letter, the Bank advised the Borrowers that, among other things, the Bank did not waive compliance of those Obligations and the Bank reserved the right to exercise the rights and remedies available to it. The defaults

referred to in the December 17, 2018 Letter remain unremedied and ongoing and have not been waived by the Bank.

- (h) **December 19, 2018:** The Bank sent a default letter dated December 19, 2018 to the Borrowers (the “**December 19, 2018 Letter**”) which advised the Borrowers that they were in default of certain Obligations (as such term is defined in the December 19, 2018 Letter) under the Credit Agreement. Pursuant to the December 19, 2018 Letter, the Bank advised the Borrowers that, among other things, the Bank did not waive compliance of those Obligations and the Bank reserved the right to exercise the rights and remedies available to it. The defaults referred to in the December 19, 2018 Letter remain unremedied and ongoing and have not been waived by the Bank.
- (i) **December, 2018 – January, 2019:** By correspondence dated December 27, 2018, the Bank made an additional credit facility of up to a maximum principal amount of \$500,000 available to the Borrowers notwithstanding ongoing defaults under the credit arrangements (the “**2018 December Temporary Bulge Facility**”). A copy of this correspondence – which sets out the terms governing the usage and availability of this facility – is attached as Schedule H. Schedule H also includes correspondence with respect to certain short term extensions of these arrangements. The Borrowers defaulted under the terms of these arrangements as described in Recital H and as noted in the correspondence included in Schedule H.

I. The Certus Automotive Group has incurred significant and unexpected costs, losses, delays and quality control problems associated with the development, construction and initial operations of its plant located in Queretaro, Mexico (the “**Queretaro Plant**”) which was opened in May, 2017, which have, among other things, given rise to a request, by the Certus Automotive Group, to the Bank, for, among other things, temporary: (i) additional credit availability in the form of the 2019 Temporary Bulge through increased allowance for inventory for credit margining purposes and (ii) deferment of the obligation to repay certain principal outstanding, all as more particularly described in the Financial Forecasts (as defined below in Recital P). The Certus Automotive Group represents and warrants to the Bank that: (i) there will be no further development and construction costs associated with the Queretaro Plant, except as specifically set out in the Financial Forecasts; and (ii) all losses and quality control problems associated with the Queretaro Plant have been permanently reduced to ordinary course consistent with industry standards, as provided for in the Financial Forecasts.

J. By correspondence dated February 4, 2019 (the “**February 4, 2019 Correspondence**”) the Borrowers advised the Bank that the 2018 December Temporary Bulge was insufficient and that they required additional credit availability. The Borrowers also advised in the February 4, 2019 Correspondence that, among other things, they needed the additional credit availability as a result of a large erosion of cash flow due to sudden customer cancellations of approximately US\$1,200,000 and other restructuring costs required to secure refinancing. As a result of the information provided by Borrowers in the February 4, 2019 Correspondence, the Bank advised the Borrowers by correspondence dated February 5, 2019 that, among other things, the Bank had terminated the 2018 December Temporary Bulge Facility.



K. Notwithstanding the default relief and bulge credit facilities, previously provided by the Bank, the Loans to the Borrowers are in default and have been in default pursuant to the terms of the arrangements between the Bank and the Borrowers for many months.

L. On February 7, 2019, the Bank: (i) issued a formal written demand for payment of the Obligations; and (ii) delivered a notice of its intention to enforce the Existing Security pursuant to Section 244 of the *Bankruptcy and Insolvency Act* to the Borrowers and Certus USA and KPI Michigan. Receipt of that demand and that notice is acknowledged by each of the Borrowers and Certus USA and KPI Michigan. Receipt of that demand and that notice is also acknowledged by each member of the Certus Automotive Group.

M. By correspondence dated February 8, 2019, the Bank confirmed with the Borrowers the terms of the operating credit availability for each of the Borrowers pursuant to the existing Loan Agreements.

N. Upon and subject to the terms of this Agreement, the Bank has agreed to provide the 2019 Temporary Bulge credit facility.

O. The Certus Automotive Group has engaged: (i) Alvarez & Marsal Canada, ULC (“**Alvarez & Marsal**”); (ii) Grant Thornton LLP (“**Grant Thornton**”); and (iii) Duff & Phelps LLP (“**Duff & Phelps**”) to provide various financial services with respect to the Certus Automotive Group and the individual companies within the Certus Automotive Group and to report through the Certus Automotive Group to the Bank. Each of Alvarez & Marsal, Grant Thornton and Duff & Phelps has provided and will as necessary provide further financial services in respect to the following:

- (a) Alvarez & Marsal will provide services with respect to the Wind-Down Plan (as defined in section 7(d));
- (b) Grant Thornton will provide services with respect to the refinance program as more particularly described in Recital Q; and
- (c) Duff & Phelps will provide services with respect to the investment program and the divestiture program as more particularly described in Recital S.

P. The Certus Automotive Group has prepared financial forecasts for the period from the week of February 22, 2019 through to the week of May 31, 2019, a copy of which forecasts are annexed hereto as Schedule G (the “**Financial Forecasts**”). For greater certainty, the term “Financial Forecasts” in this Agreement: (i) also includes financial forecasts contemplated by Section 7(g); (ii) shall measure the borrowing base of the Borrowers at all times during the period covered by the Financial Forecasts as such borrowing base is required to be measured under the terms of the Credit Agreement and the Loan Agreements which the Borrowers and the other members of the Certus Automotive Group have agreed to adhere to at all times; and (iii) shall measure all of the considerations described in Recital V.

Q. Without limiting any of the provisions of either (i) the Financial Forecasts or (ii) the balance of the terms of this Agreement, each member of the Certus Automotive Group



specifically covenants, represents, warrants and agrees with the Bank as follows with respect to the period covered by the Financial Forecasts:

- (a) There will be no drawings on the operating facility provided by the Bank in excess of the amounts contemplated in the 2019 Temporary Bulge and all members of the Certus Automotive Group will adhere to the terms and conditions of this Agreement in all respects;
- (b) Except as may be reflected in Financial Forecasts, there will be no erosion in the value of the collateral over which the Bank holds a first ranking security interest as measured against the amount of the Obligations; and
- (c) In the event the Certus Automotive Group requires additional credit over and above the 2019 Temporary Bulge, the Bank shall not, and shall not be obligated to, under any circumstances provide such additional credit to the Certus Automotive Group.

R. Each of the members of the Certus Automotive Group has requested that the Bank forbear from exercising its Enforcement Rights (as defined below) so as to allow the Certus Automotive Group to pursue a program (the “**Refinancing Program**”) whereby the Certus Automotive Group will seek alternative financing for the Certus Automotive Group so as to repay permanently all Obligations to the Bank, as contemplated in this Agreement. Each of the members of the Certus Automotive Group agrees in favour of the Bank that it will diligently pursue the Refinancing Program as more particularly described in Schedule L, including, without limitation, as follows:

- (a) As of the date of this Agreement, the Certus Automotive Group will have obtained one or more term sheets, outlining the terms under which one or more alternative lender(s) will provide financing to the Certus Automotive Group in an amount sufficient to repay permanently all Obligations to the Bank. The Certus Automotive Group will provide copies of all such term sheets to the Bank.
- (b) By no later than April 5, 2019, the Certus Automotive Group will have signed a binding credit agreement, on terms satisfactory to the Bank, acting reasonably, whereby an alternative lender will provide financing to the Certus Automotive Group in an amount sufficient to repay permanently all Obligations to the Bank, failing which the Wind-Down Plan (as hereinafter defined in section 7(d) hereof) shall be prepared and delivered to the Bank within one week of April 5, 2019 .
- (c) The Certus Automotive Group shall report weekly to the Bank with respect to the status of the Refinancing Program, in accordance with Section 7(c).

S. Each of the members of the Certus Automotive Group further agree that any Refinancing Program must be completed by May 1, 2019, failing which an Event of Default shall be deemed to have occurred under the Loan Agreements.

T. In addition to the Refinancing Program, the Certus Automotive Group has advised the Bank that it will also pursue additional processes designed to gauge interest in: (i) the obtaining

of an investment in the Certus Automotive Group as more particularly described in Schedule I (the “**investment program**”); and (ii) the possibility of a sale of all or substantially all of the assets of the Certus Automotive Group as more particularly described in Schedule J (the “**divestiture program**”) and the Certus Automotive Group shall report weekly to the Bank with respect to the status of the investment program and the divestiture program, in accordance with Section 7(c); provided, however, that it is expressly acknowledged and agreed by each member of the Certus Automotive Group, Rob and Jim that nothing in respect of either such investment program or divestiture program shall affect or qualify the obligations of the Certus Automotive Group to complete the Refinancing Program and to repay permanently all Obligations to the Bank, as contemplated in this Agreement (including, without limitation, Recital R).

U. Each of the members of the Certus Automotive Group has agreed to observe all of the provisions of this Agreement, as applicable. In this Agreement all references (including all covenants, agreements, representations and warranties) to the Certus Automotive Group mean each member of the Certus Automotive Group, jointly and severally, and shall include reference to Rob and Jim and their companies as described in Recital D, provided however, that it is agreed that (i) while accordingly neither Rob nor Jim will ever seek to contest or oppose any such provision in this Agreement, the Bank will not bring an action against Rob or Jim if such a provision proves to be untrue solely on the basis of such provision being untrue if either Jim or Rob was not already liable in that regard prior to the entering into of this Agreement; and (ii) neither Rob nor Jim are personally liable for payment of any forbearance fees, Advisor fees or legal fees of the Bank.

V. The Borrowers have requested that the Bank forbear from exercising its Enforcement Rights, as defined below, and to continue to make available the 2019 Temporary Bulge for a period extending through May 1 2019, upon and subject to the terms of this Agreement.

W. Each of the members of the Certus Automotive Group has agreed that as a condition of the Bank agreeing to make the 2019 Temporary Bulge available to the Borrowers, the Bank and the Bank’s Advisor (as defined in Section 21) will need to be able to measure the working capital of the Certus Automotive Group on a weekly basis. In this regard, each of the members of the Certus Automotive Group agrees to, among other things, the following:

- (a) The 2019 Temporary Bulge is to fund the Borrowers’ current accounts receivable and inventory and not to fund losses;
- (b) The Borrowers are to provide the Bank and its Advisor on the Monday following each weekly period the accounts receivable and inventory balances, net of intercompany and contras for the Certus Automotive Group (the “**Working Capital Calculation Methodology**”);
- (c) During the Forbearance Period (as defined in Section 16 below), the Borrowers agree that any working capital surplus for the Certus Automotive Group, calculated using the Working Capital Calculation Methodology shall not be less than US\$4,000,000; and

- (d) To the extent that any working capital surplus for the Certus Automotive Group, calculated using the Working Capital Calculation Methodology, is less than US\$4,000,000, the operating line shall be reduced by the same amount.

X. Subject to Recital H, the Bank has not waived, and will not waive, any defaults or breaches by the Borrowers of the terms of the Loans, but rather has strictly reserved its rights and remedies under the Loans, the Existing Security and the Existing Guarantees and to enforce the Existing Security it holds and may hereafter be granted in respect of the Obligations (collectively, the “**Enforcement Rights**”).

**NOW THEREFORE** this Agreement witnesses that in consideration of the mutual covenants herein contained and the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, the parties agree as follows:

#### **ACKNOWLEDGMENTS/AGREEMENTS**

1. Each of the members of the Certus Automotive Group, Rob and Jim jointly and severally acknowledges and agrees in favour of the Bank that:
  - (a) the facts as set out in the recitals to this Agreement (the “**Recitals**”) are true and accurate in all respects and the Recitals form an essential part of this Agreement in all respects;
  - (b) as at the close of business on the 26 day of February, 2019, the aggregate principal amount of the Borrowers’ borrowings under the Loans, exclusive of interest, expenses and charges, are as set out in Schedule A and such amounts, together with the balance of the Obligations, remain owing to the Bank;
  - (c) each of the documents comprising the Existing Security is valid, binding and enforceable in accordance with its terms;
  - (d) each of the Existing Guarantees is valid, binding and enforceable in accordance with its terms;
  - (e) except as provided in this Agreement the Bank is in a position to enforce the Existing Security and the Existing Guarantees and to pursue all rights and remedies, including its Enforcement Rights, with respect to the Obligations as it may deem appropriate; and
  - (f) except as provided in this Agreement, the Bank (either by itself or through its employees or agents) has made no promises, nor has it taken any action or omitted to take any action, that would constitute a waiver of its rights to enforce the Existing Security and the Existing Guarantees and to pursue its rights and remedies, including its Enforcement Rights, in respect of the Obligations or that would estop it from so doing.

2. Each of the members of the Certus Automotive Group jointly and severally acknowledges and agrees in favour of the Bank that:
  - (a) the Existing Security for the Loans owing to the Bank has not been discharged, varied, waived or altered (except to the extent, if any, set out herein) and that the Existing Security is valid, binding upon and is enforceable against each of the members of the Certus Automotive Group, as applicable, in accordance with the terms thereof; and
  - (b) the Existing Guarantees are in full force and effect and are valid, binding and enforceable against each of the members of the Certus Automotive Group, as applicable, in accordance with the respective terms thereof.
3. None of the members of the Certus Automotive Group dispute their respective liability to repay the Obligations, the Loans and/or the amounts they have guaranteed, on any basis whatsoever and each such member of the Certus Automotive Group acknowledges and agrees in favour of the Bank that it has no claims for set-off, counterclaim or damages on any basis whatsoever against the Bank or any of its directors, officers, employees, representatives and agents.
4. Each of the members of the Certus Automotive Group acknowledges and agrees that its respective liability to repay the Obligations, the Loans and/or the amounts it has guaranteed shall not be reduced, released, diminished or in any manner affected by the terms of this Agreement, the performance of the terms in this Agreement, the Bank's agreement to forbear and any actual forbearance by the Bank in the exercise of its rights and remedies, including its Enforcement Rights, against the Borrowers and under the Existing Security.
5. Each of the members of the Certus Automotive Group, Rob and Jim acknowledges and agrees that they have no causes of action, disputes or claims against the Bank and the Bank's directors, officers, employees, representatives and agents and hereby jointly and severally releases and discharges the Bank and its directors, officers, employees, representatives and agents, from and against all claims, set-offs, counterclaims, damages and demands that they may have against the Bank or any such parties arising to the date of this Agreement out of any action or omission of the Bank or for any other reason whatsoever.
6. Each of the members of the Certus Automotive Group expressly jointly and severally confirms and agrees in favour of the Bank that the indebtedness set out in Schedule E owed by the members of the Certus Automotive Group and any security held by it in support of any such indebtedness is strictly and fully postponed and subordinated to and in favour of the Bank in all respects (and that, without limitation, no payments of any kind are to be made to either Rob or Jim in respect of such indebtedness while any Obligations are outstanding). Each of the members of the Certus Automotive Group jointly and severally covenants, represents and warrants in favour of the Bank that there is not (and will not be during the Forbearance Period) any tooling or equipment or other assets of any nature used in the business of any of the members of the Certus Automotive

Group or located in any of the locations described in Schedule D which is not owned exclusively and without restriction by one or more members of the Certus Automotive Group other than solely as set out in Schedule K.

## COVENANTS, REPRESENTATIONS AND WARRANTIES

7. During the Forbearance Period (as defined in Section 16 below), each of the members of the Certus Automotive Group jointly and severally covenants and agrees with the Bank as follows:
- (a) Each of the members of the Certus Automotive Group shall adhere to all existing financial and other covenants in the Loan Agreements and this Agreement, including all covenants, representations and warranties contained in the Recitals, provided that it is understood and agree that with respect to the Loan Agreements, the Certus Automotive Group will not comply with (i) the Debt Service Coverage ratio covenant, (ii) the Funded Debt to EBITDA covenant, or (iii) the borrowing base coverage obligation.
  - (b) The Certus Automotive Group shall carry out its business in compliance with, and shall stay within the overall operational financial results contemplated in, the Cash Flow Forecast. It is expressly acknowledged and agreed by the Certus Automotive Group that the additional credit availability shall not exceed the 2019 Temporary Bulge at any time by any amount. The Bank may choose (without notice of any kind) not to honour any cheques or wires which, if honoured, would cause the borrowings of the Certus Automotive Group to exceed the level contemplated in the Financial Forecasts. For greater certainty, and notwithstanding any other provision herein, it is expressly acknowledged and agreed that it shall be an Event of Default if the additional credit availability shall exceed the 2019 Temporary Bulge at any time by any amount.
  - (c) On a weekly basis, the Certus Automotive Group shall report to the Bank as to the status of each of: (i) the Refinancing Program, (ii) the investment program and (iii) the divestiture program. Without limitation, such reports shall include a report with respect to compliance with each milestone step contemplated in Schedule I, Schedule J and Schedule L.
  - (d) The Borrower shall present to the Bank a detailed orderly wind-down plan (the “**Wind-Down Plan**”), for consideration by the Bank working with the Advisor, with respect to the Certus Automotive Group at the earlier of: (i) April 12, 2019, if a definitive Credit Agreement in connection with a Refinancing Program has not been executed and delivered to the Bank by April 5, 2019; or (ii) April 22, 2019, if the Bank is not satisfied by April 15, 2019 that a Refinancing Program has sufficiently progressed such that the Bank is satisfied that all Obligations will be repaid by May 1, 2019, provided that there have been no earlier defaults. The Wind-Down Plan shall be prepared with the full participation of Alvarez & Marsal. Such orderly Wind-Down Plan shall address all relevant considerations, including:

- (i) maximization of value of all assets of the Certus Automotive Group;
- (ii) communications with direct customers and original equipment manufacturers;
- (iii) an operational program;
- (iv) a sales program;
- (v) accommodation agreements with customers and original equipment manufacturers; and
- (vi) cash flow forecasts.

For greater certainty, neither the Certus Automotive Group nor Alvarez & Marsal shall be required to discuss the Wind-Down Plan with any of its customers, suppliers or other stakeholders in advance of delivering it to the Bank.

- (e) Within ten (10) business days after the end of each month during the term of the Forbearance Period (as such term is defined in Section 16), the Certus Automotive Group will deliver the following information for the Certus Automotive Group to the Bank:
  - (i) a monthly aged listing of accounts receivable by entity; and
  - (ii) a compliance certificate in the form attached hereto as Schedule F.
- (f) No payments of principal, interest or other amounts shall be paid, directly or indirectly, to any of:
  - (i) Banco Nacional De Comercio Exterior (“**Banco Mexico**”), except for regularly scheduled interest payments provided for in the Financial Forecasts;;
  - (ii) Rob or any company controlled, directly or indirectly, by Rob, except for expense reimbursements incurred in the ordinary course of business; and
  - (iii) Jim or any company controlled, directly or indirectly, by Jim, except for expense reimbursements incurred in the ordinary course of business.
- (g) On a bi-weekly basis, the Certus Automotive Group shall provide the Bank with a cash flow projection through May 31 2019, which has been reviewed by the Advisor, on terms satisfactory to the Bank, acting reasonably.

8. The Certus Automotive Group undertakes and agrees that it shall provide (or cause to be provided) to the Bank, in form and substance satisfactory to the Bank, the following material, on or prior to the dates indicated:



- (a) By no later than the 25<sup>nd</sup> day of March, 2019, Certus Mexico shall have provided evidence of insurance coverage with respect to all of its real and personal property located in Mexico, including the Queretaro Plant, in form and content satisfactory to the Bank whereby among other things:
  - (i) such insurance coverage shall include property coverage and business interruption insurance;
  - (ii) such insurance coverage shall recognize the interest of the Bank in such assets ahead of any other creditors, whether as loss payee or assignee; and
  - (iii) the insurer shall have confirmed to the Bank that it recognizes the interest of the Bank pursuant to Section 8(a)(ii) and that such insurance coverage is in good standing in all respects and cannot be cancelled without at least twenty (20) days' prior written notice to the Bank in accordance with Section 27.
  
- (b) By no later than the 25<sup>nd</sup> day of March, 2019, the Bank shall have received confirmation from Export Development Corporation (“**EDC**”) that:
  - (i) it approves this Agreement; and
  - (ii) it continues to have coverage (including for greater certainty, coverage that has been supplemented or increased, including the increase in insurance coverage pursuant to a certain coverage certificate effective September 1, 2018), in favour of the Bank, with respect to the following loan documents:
    - (A) Limited Guarantee of Advances in the amount of 10,000,000 issued by EDC, in favour of Certus Canada; and
    - (B) Assignment of EDC Insurance, issued by Certus Canada and KPI Canada.
  
- (c) By no later than 25<sup>nd</sup> day of March, 2019, the following members of the Certus Automotive Group shall provide the following additional security:
  - (i) Certus Mexico and RMH Inc. shall each provide a guarantee in favour of the Bank guaranteeing the Obligations of Certus Canada and KPI Canada, including all the Loans and all present and future indebtedness, fees, expenses and other liabilities direct or indirect or contingent, on the Bank's standard form for guarantees;
  - (ii) KC shall provide a guarantee in favour of the Bank guaranteeing the Obligations of Certus Canada and KPI Canada, including all the Loans and all present and future indebtedness, fees, expenses and other liabilities direct or indirect or contingent, on the Bank's standard form for guarantees (collectively, the “**KC Guarantee**”). In support of the KC

Guarantee, KC shall execute a pledge agreement in favour of the Lender, pursuant to which KC will pledge all of the issued and outstanding shares of Certus Canada held by KC to the Bank; and

- (iii) KCII shall provide a guarantee in favour of the Bank guaranteeing the Obligations of Certus Canada and KPI Canada, including all the Loans and all present and future indebtedness, fees, expenses and other liabilities direct or indirect or contingent, on the Bank's standard form for guarantees (collectively, the "**KCII Guarantee**").
9. Each of the members of the Certus Automotive Group, as applicable, jointly and severally covenants and agrees with the Bank not to declare or pay any dividends, repay any shareholder loan or make any other payment to any person with whom it does not deal at arm's length (as such term is defined in the *Income Tax Act* (Canada)).
  10. Each of the members of the Certus Automotive Group jointly and severally covenants and agrees with the Bank to keep current at all times, all remittances required to be made by it for taxes owed to federal, provincial and municipal governments, including, without limitation, realty taxes, business taxes, monies owed in respect of source deductions for contributions pursuant to the Canada Pension Plan, *Employment Insurance Act* (Canada) and *Income Tax Act* (Canada), and in respect of Goods and Services Tax and Retail Sales Tax and each of them shall provide, upon request of the Bank or its Advisor, evidence in writing of such payments, satisfactory to the Bank acting reasonably. Each of the members of the Certus Automotive Group represents and warrants to the Bank that no such amounts are in arrears at this time other than in the ordinary course of business consistent with past practice.
  11. Each of the members of the Certus Automotive Group jointly and severally covenants and agrees with the Bank to reimburse the Bank at the conclusion of the Forbearance Period for all out-of-pocket expenses (including all of the Bank's reasonable legal expenses) that the Bank has incurred or will incur arising out of its dealings with each of the members of the Certus Automotive Group and in the protection, preservation and enforcement of the Existing Security and all additional security (the "**Additional Security**") provided in accordance with this Agreement, including the preparation of this Agreement. Until paid, such expenses shall be secured by the Existing Security and Additional Security. Notwithstanding the foregoing, it is acknowledged and agreed that through the date of execution herein the Bank's legal fees and expenses shall not exceed \$154,000.
  12. Each of the members of the Certus Automotive Group jointly and severally covenants and agrees with the Bank, as a condition of it entering into this Agreement: (a) to pay all fees outlined in the Loan Agreements, and (b) to pay the Bank a one-time administrative fee of \$50,000 (the "**Fee**") to partially reimburse the Bank with respect to the time expended by the Bank with respect to negotiating this Agreement and administering the accounts of the Certus Automotive Group. The Fee shall be fully earned on the signing of this Agreement and payable at the end of the Forbearance Period. Until paid, the Fee shall be secured by the Existing Security and Additional Security.



13. Each of the members of the Certus Automotive Group covenants that it will maintain in full force and effect its existing insurance coverage and shall provide evidence to the Bank, within ten (10) business days of the execution of this Agreement, in form and content satisfactory to the Bank, that
  - (a) such insurance coverage is in good standing;
  - (b) that the interest of the Bank in such insurance coverage has been recognized by the insurer; and
  - (c) that such insurance coverage cannot be cancelled without at least twenty (20) days' prior written notice to the Bank in accordance with Section 27.
14. Each of the members of the Certus Automotive Group will not, without the prior express written approval of the Bank, (a) reorganize its corporate structure or amalgamate, (b) issue or redeem any shares, whether to employees or otherwise, or (c) transfer funds from one corporate entity to the other except for transfers in the ordinary course of business and consistent with past practice.

#### **REPAYMENT OF OBLIGATIONS / CONTINUED AVAILABILITY OF LOANS**

15. All terms and conditions of all existing agreements between each of the members of the Certus Automotive Group and the Bank (including such terms and conditions as are provided for in the Loan Agreements) shall continue in full force and effect, save and except as amended by this Agreement and, in accordance with Section 36, to the extent that any provisions of the Loan Agreement are inconsistent with this Agreement, this Agreement shall prevail, provided that it is understood and agreed that with respect to the Loan Agreements, the Certus Automotive Group will not comply with (i) the Debt Service Coverage ratio covenant, (ii) the Funded Debt to EBITDA covenant, or (iii) the borrowing base coverage obligation.
16. Upon and subject to the terms of this Agreement, the Bank will continue to make the Loans available to the Borrowers and will forbear from exercising its Enforcement Rights from this date to and including an Event of Default hereunder, or 3 o'clock on the 1<sup>st</sup> of May 2019 (the "**Forbearance Period**") on the following basis:
  - (a) the Loans remain payable on demand (subject to the Forbearance Period);
  - (b) interest on the Borrowings of the Loans will be at 7.5% per annum (the "**Interest Rate**");
  - (c) provided the Borrowers are not in default under the Loan Agreement or this Agreement, no principal payments on the Loans will be made on in respect of the amounts due in or around March 1, 2019 and April 1, 2019; and
  - (d) Upon expiry of the Forbearance Agreement, the Borrowers shall pay principal together with interest at the Interest Rate on the borrowings under the Loans.

17. Each of the members of the Certus Automotive Group acknowledges and agrees with the Bank that notwithstanding the entering into of this Agreement, nothing contained herein or in any agreement with the Bank referred to herein shall have the effect of changing the nature of any part of the Loan Obligations of each of the members of the Certus Automotive Group from demand facilities (subject to the Forbearance Period) nor of obligating the Bank to extend the Forbearance Period.
18. Other than the continued availability of the Loans during the Forbearance Period, each of the members of the Certus Automotive Group acknowledge that the Bank has not agreed and is not obligated to extend any further or additional credit to any member or members of the Certus Automotive Group, whether during or after the conclusion of the Forbearance Period.

## EVENTS OF DEFAULT

19. The occurrence of any one or more of the following events shall constitute an event of default (an “**Event of Default**”) under this Agreement, provided that, other than with respect to an event of default under paragraphs (a) and (m) below, the Bank has provided written notice to the Certus Automotive Group and such event of default shall remain uncured for two (2) business days following the receipt of such notice:
  - (a) if any of the members of the Certus Automotive Group shall fail to repay the Bank any amount owing under this Agreement on the applicable due date;
  - (b) if any of the members of the Certus Automotive Group fails to provide any reports, certificates, information or materials required to be supplied pursuant to the Loan Agreements or any security instrument or this Agreement;
  - (c) if any representation or warranty provided to the Bank (herein or otherwise) by any of the members of the Certus Automotive Group was incorrect in a material respect when made or becomes incorrect;
  - (d) if any of the members of the Certus Automotive Group fails to perform or comply with any of their respective covenants or obligations contained in the Loan Agreements, this Agreement or any other agreement or undertaking made between them and the Bank
  - (e) if any of the members of the Certus Automotive Group fails to perform or comply with any of their respective covenants or obligations in the Loan Agreements or in any other agreement or undertaking made between them and the Bank, save and except any breach of such covenants or obligations existing as of the date of this Agreement and of which the Bank has knowledge;
  - (f) if any of the members of the Certus Automotive Group, as applicable, ceases to carry on its business, becomes insolvent (as defined in the *Bankruptcy and Insolvency Act* (Canada), commits an act of bankruptcy, makes an assignment for the benefit of creditors, or makes a proposal under the *Bankruptcy and Insolvency Act* (Canada) or the *Companies’ Creditors Arrangement Act*; petitions or applies

to any tribunal for the appointment of any receiver, trustee or similar liquidator for it or any of its property; if any receiver, trustee, manager, consultant, liquidator or similar party is appointed in respect of it or any of its property; if a petition is filed against it in bankruptcy; or if any proceeding is commenced by it relating to it or to any portion of its property under any law relating to reorganization, arrangement or readjustment of debts, dissolution or winding-up;

- (g) If the EDC coverage with respect to the Loan Arrangements is terminated or reduced in any way;
- (h) if a default occurs under any agreements with either of Banco Mexico or Toshiba Equipment Finance and/or if any one or more of Banco Mexico or Toshiba Equipment Finance take any steps to enforce security against any property of any of the members of the Certus Automotive Group;
- (i) without limiting the provisions of subsection 19(g) if any person takes possession of any property of any of the members of the Certus Automotive Group by way of or in contemplation of enforcement of security, or a distress or execution or similar process is levied or enforced against any property of any of the members of the Certus Automotive Group;
- (j) if a final judgment or decree for the payment of money is obtained or entered against an Obligor by any person;
- (k) if any of the members of the Certus Automotive Group takes any steps to challenge the validity or enforceability of the Existing Security, the Additional Security, the Existing Guarantees or this Agreement or any parts thereof;
- (l) if any of the Existing Security, Existing Guarantees, Additional Security or Additional Guarantees ceases to constitute a valid and perfected security interest against the assets secured thereby, ranking first in priority (or such other priority ranking as expressly agreed to in writing by the Bank);
- (m) if, in the Bank's unfettered discretion, a material adverse change, financial or otherwise, occurs in the business, affairs or conditions of any of the members of the Certus Automotive Group which causes the Bank to believe in good faith and on reasonable grounds that it is or is about to be unsecured or that its position will worsen.

## **CROSS-DEFAULT**

20. A default under the Loan Agreements, the Existing Security, the Additional Security or any other credit arrangements between the Borrowers and the Bank shall constitute a default under all Loan Agreements, the Existing Security, the Additional Security and any other credit arrangements between the other Borrowers and the Bank, and vice versa. A default under the obligations of either Borrowers with Banco Mexico shall constitute a default under the Loan Agreements, the Existing Security, the Additional Security and any other credit arrangements with the Borrowers and the Bank.

## APPOINTMENT OF ADVISOR (DELOITTE RESTRUCTURING INC.)

21. It is acknowledged and agreed by each member of the Certus Automotive Group, Rob and Jim that the Bank has engaged Deloitte Restructuring Inc. as a financial consultant to the Bank (the “**Advisor**”) and, with respect to the appointment of any such Advisor, each of the members of the Certus Automotive Group, Rob and Jim agrees that (in addition to such further terms of its appointment as such Advisor may require) without limitation:
- (a) Upon reasonable advance notice to, or arrangement with the Borrowers, the Advisor shall have reasonable access to the books, records, information (however stored), facilities, properties, assets and premises of the Borrowers during and after the Borrowers’ regular business hours.
  - (b) Each of the members of the Certus Automotive Group shall answer fairly, fully and to the best of its ability, all of the Advisor’s inquiries regarding the Borrowers, and it shall provide the Advisor with any information that the Advisor may reasonably request with respect to the business, affairs, property and assets of each of the members of the Certus Automotive Group and, in particular, with respect to any efforts to sell same.
  - (c) The Advisor may copy or take extracts from any books, records, information (however stored) or other documents to which the Advisor is entitled access hereunder and may make inquiries of the Certus Automotive Group regarding any of the customers and creditors of each of the members of the Certus Automotive Group.
  - (d) The Advisor will have no managerial capacity with respect to each of the Borrowers and will assume no decision-making responsibilities.
  - (e) The Advisor’s reasonable professional fees and expenses incurred during the course of this engagement shall be paid by the Borrowers at the end of the Forbearance Period. Until paid, the Advisor's fees and expenses shall be secured by the Existing Security. . The fees and costs of the Advisor for the period from February 1, 2019 through February 28, 2019 shall not exceed \$43,335.48 including HST. Fees for the ongoing weekly review and reporting subsequent to February 28, 2019, and as contemplated in the Forbearance Agreement are estimated to be \$4,000 per week not including disbursements and HST.
  - (f) The Bank may disclose to the Advisor any information it has, now or at any time in the future during the course of the Advisor’s engagement by the Bank, hereunder or otherwise, concerning each of the members of the Certus Automotive Group and their business, affairs, property and assets.
  - (g) (Without limiting any other provision of this Section 21) the Advisor shall be provided with:
    - (i) weekly cash receipts;

- (ii) weekly detailed accounts receivable listing aged sub ledgers;
- (iii) weekly detailed accounts payable listing aged sub ledgers;
- (iv) bi-weekly cash flow forecasts;
- (v) a weekly schedule of closing bank balances of all accounts, together with copies of supporting bank statements;
- (vi) weekly detailed statement of expenditures, including all cash disbursements;
- (vii) within ten (10) business days of month-end, the Advisor shall be provided with:
  - (A) a consolidated Borrowing Base with supporting sub ledgers; and
  - (B) interim financial reporting (unconsolidated).
- (viii) such other available information identified by the Advisor, acting reasonably,

for each member of the Certus Automotive Group no less often than once a week (except for (vii) which is to be delivered once per month).

The above documentation will be provided to the Advisor all with a view to allowing the Bank to be satisfied that there is no erosion of the value of the Existing Security, the Additional Security or the Borrowing Base in support of the Loans.

- (h) The Advisor shall be provided with all information necessary to evaluate the terms and considerations described in Recital W.
- (i) The Advisor may be a receiver as contemplated by Section 22.

## **CONCLUSION OF FORBEARANCE PERIOD**

22. Upon the occurrence of an Event of Default or otherwise at the expiration of the Forbearance Period, subject to applicable law, the Bank may, but is not required to, demand payment of the Obligations and enforce the Existing Security and the Additional Security and pursue all rights and remedies that it may have (including pursuant to the Existing Guarantees) in connection with each of the members of the Certus Automotive Group, as it deems appropriate, including, without limitation, the appointment of a receiver, or a receiver and manager. Each member of the Certus Automotive Group hereby acknowledges and consents to the appointment of such receiver or receiver and manager as the Bank shall deem appropriate, whether privately or by Court appointment, to the full extent permissible by law. In the event of the enforcement by the Bank of the Existing Security and the Additional Security, each of the members of the Certus

Automotive Group agree to cooperate with and fully assist the Bank or any receiver or receiver and manager appointed at the instance of the Bank in the enforcement of the Existing Security and Additional Security and the realization of the collateral subject thereto. It is further acknowledged and agreed by each member of the Certus Automotive Group that upon the occurrence of an Event of Default or otherwise at the expiration of the Forbearance Period, the Bank may, but is not required to, set off any of the Obligations and seize any funds held by any member of the Certus Automotive Group with the Bank.

23. In the event that the Bank does not take steps to enforce the Existing Security and the Additional Security immediately upon the conclusion of the Forbearance Period, any continued actual forbearance by the Bank shall not constitute or be deemed or implied to be a waiver of (a) the Bank's rights to enforce the Existing Security and the Additional Security in the Bank's sole discretion at any time after the conclusion of the Forbearance Period, or, (b) any Event of Default which gave rise to the conclusion of the Forbearance Period.

#### GENERAL

24. All capitalized terms used in this Agreement but not defined herein shall have the meaning ascribed thereto in the Credit Agreement.
25. Each of the members of the Certus Automotive Group hereby releases and discharges the Bank in respect of any loss that it may suffer or any other claim of any nature that it may have as a result of the Bank being asked to respond to any credit enquiry concerning any of the members of the Certus Automotive Group made by any other bank, financial institution or any other party.
26. Without prejudice to any other method of giving notice, any notice required or permitted to be given to a party pursuant to this Agreement shall be conclusively deemed to have been received by such party on the same day as the delivery of the notice by prepaid private courier or the sending of the notice by email during regular business hours at his, her or its address noted in the following section of this Agreement. Any party may change his, her or its address for service by notice given in the foregoing manner.
27. The address information for the parties is as follows:
- (a) for each of the members of the Certus Automotive Group, Rob and/or Jim (and their companies as described in Recital D):

Certus Automotive Inc.  
510-3300 Bloor Street West (West Tower)  
Toronto, Ontario M8X 2X2

Attention: Rob Mollenhauer  
Email: [rmoll@certusauto.com](mailto:rmoll@certusauto.com)

with a copy to:

Bennett Jones LLP  
First Canadian Place  
100 King Street West, Suite 3400  
Box 130  
Toronto, Ontario M5X 1A4

Attention: Sean Zweig  
Email: zweigs@bennettjones.com

(b) for the Bank:

TD Bank  
TD Bank Tower  
66 Wellington Street West  
39th Floor  
Toronto, Ontario M5K 1E9

Attention: Jeffrey Swan  
Email: jeff.swan@td.com

with a copy to:

Miller Thomson LLP  
Scotia Plaza  
40 King Street West, Suite 5800  
Box 1011  
Toronto, Ontario M5H 3S1

Attention: Jeffrey Carhart  
Email: jcarhart@millertomson.com

The parties are entitled to rely upon the accuracy of the names and addresses set out herein unless and until notice of change shall be received by each party.

28. Each of the members of the Certus Automotive Group, Rob and Jim acknowledge that time is of the essence of this Agreement. All obligations, agreements, covenants, representations and warranties of the Certus Automotive Group and/or members of the Certus Automotive Group provided for in this Agreement shall be deemed to be made on a joint and several basis. In this Agreement, the term “**business day**” means a day which is not a Saturday, Sunday or a statutory holiday in the Province of Ontario. In the event that any action, step or proceeding contemplated by this Agreement is scheduled to occur on a day which is not a business day, then the action or step or proceeding shall instead be required to occur on the next following business day, provided that for greater



certainty, any notice shall be deemed to have been received in accordance with Section 27 regardless of whether it is sent on a business day.

29. Each of the members of the Certus Automotive Group agree to promptly do, make, execute and deliver all such further acts, documents and instruments as the Bank may reasonably require to allow the Bank to enforce any of its rights under this Agreement and to give effect to the intention of this Agreement.
30. This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein. All references in this Agreement to currency are to U.S. currency unless expressly stated otherwise.
31. For the purpose of all legal proceedings, this Agreement will be deemed to have been performed in the Province of Ontario and the Courts of the Province of Ontario will have jurisdiction to entertain any action arising under this Agreement. Each of the parties to this Agreement irrevocably attorns to the jurisdiction of the Courts of the Province of Ontario and waives any objection to venue or any claim of inconvenient forum.
32. If any provision of this Agreement shall be deemed by any court of competent jurisdiction to be invalid or void, the remaining provisions shall remain in full force and effect.
33. This Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.
34. Words importing the singular include the plural and vice-versa, and words importing gender include all genders unless the context expressly otherwise requires. The headings contained in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
35. This Agreement constitutes the entire agreement of the parties relating to the subject matter hereof and may not be amended or modified except by written consent executed by all parties. No provision of this Agreement shall be deemed waived by any course of conduct unless such waiver is in writing and signed by all parties, specifically stating that it is intended to modify this Agreement. In the event of an express conflict between the terms and conditions of this Agreement and the terms and conditions of any of the Credit Agreement, Loan Agreements, the Existing Security, the Additional Security, the Existing Guarantees or the Additional Guarantees, the terms and conditions of this Agreement shall govern to the extent necessary to resolve such conflict. There are no representations, warranties or undertakings between the parties hereto with respect to the subject matter hereof other than as set out in this Agreement (and the Existing Security, the Existing Guarantees and other documentation ancillary hereto which term shall include Additional Guarantees and Additional Security).



36. This Agreement may be executed in any number of counterparts, all of which shall, collectively, constitute one Agreement. This Agreement may be executed and delivered by any of the parties by transmitting to the other a copy of this Agreement (executed by such delivering party) by email or similar means of electronic communications, and delivery in that manner by a party shall be binding upon such party.
37. Each of the members of the Certus Automotive Group, Rob and Jim hereby acknowledges they have reviewed the Agreement in its entirety with legal counsel prior to executing this Agreement.

*[signature pages to follow]*

**IN WITNESS WHEREOF AND FOR VALUABLE CONSIDERATION**, this Agreement has been executed and delivered by the parties hereto.

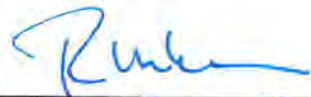
) **THE TORONTO-DOMINION BANK**  
 )  
 )  
 )  
 ) Per: \_\_\_\_\_  
 ) Name: \_\_\_\_\_  
 ) Title: \_\_\_\_\_  
 )  
 )  
 )  
 ) Per: \_\_\_\_\_  
 ) Name: \_\_\_\_\_  
 ) Title: \_\_\_\_\_  
 ) I/We have the authority to bind  
 ) The Toronto-Dominion Bank

) **CERTUS AUTOMOTIVE INC.**  
 )  
 )  
 ) Per: \_\_\_\_\_  
 ) Name: \_\_\_\_\_  
 ) Title: \_\_\_\_\_  
 )  
 ) Per: \_\_\_\_\_  
 ) Name: \_\_\_\_\_  
 ) Title: \_\_\_\_\_  
 ) I/We have the authority to bind  
 ) Certus Automotive Inc.

*[signature page to Forbearance Agreement – Certus Automotive Inc. et al.]*

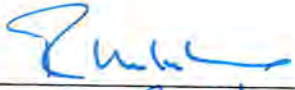
**IN WITNESS WHEREOF AND FOR VALUABLE CONSIDERATION**, this Agreement has been executed and delivered by the parties hereto.

) **THE TORONTO-DOMINION BANK**  
 )  
 )  
 )  
 ) Per: \_\_\_\_\_  
 ) Name:  
 ) Title:  
 )  
 )  
 )  
 )  
 ) Per: \_\_\_\_\_  
 ) Name:  
 ) Title:  
 ) I/We have the authority to bind  
 ) The Toronto-Dominion Bank

) **CERTUS AUTOMOTIVE INC.**  
 )  
 )  
 )  
 ) Per:   
 ) Name: R. Wolkebaum  
 ) Title: President  
 )  
 )  
 )  
 ) Per: \_\_\_\_\_  
 ) Name:  
 ) Title:  
 ) I/We have the authority to bind  
 ) Certus Automotive Inc.

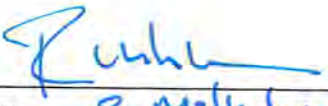
*[signature page to Forbearance Agreement – Certus Automotive Inc. et al.]*

) KEEN POINT INTERNATIONAL INC.  
)  
)  
)

) Per:   
) Name: R. M. M. M. M.  
) Title: President

) Per: \_\_\_\_\_  
) Name:  
) Title:  
) I/We have the authority to bind  
) Keen Point International Inc.

) KEEN POINT INTERNATIONAL,  
) INC.  
)  
)  
)

) Per:   
) Name: R. M. M. M. M.  
) Title: President

) Per: \_\_\_\_\_  
) Name:  
) Title:  
) I/We have the authority to bind  
) Keen Point International, Inc.

[signature page to Forbearance Agreement – Certus Automotive Inc. et al.]



) **R.I.M MANAGEMENT CO.**  
)  
)  
)

) Per: \_\_\_\_\_  
)

) Name:  
)

) Title:  
)

) Per: M. J. Prokopetz  
)

) Name: *Michael James Prokopetz*

) Title: *President*

) I/We have the authority to bind the  
) R.I.M Management Co.  
)

) **CERTUS AUTOMOTIVE (MEXICO)**  
) **S. de R.L. de C.V.**  
)  
)  
)

) Per: \_\_\_\_\_  
)

) Name:  
)

) Title:  
)

) Per: \_\_\_\_\_  
)

) Name:  
)


) Title:  
)

) I/We have the authority to bind  
) Certus Automotive (Mexico) S. de  
) R.L. de C.V.  
)

[signature page to Forbearance Agreement – Certus Automotive Inc. et al.]

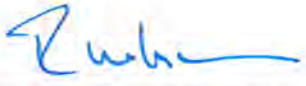


) CERTUS AUTOMOTIVE, (HK)  
) LIMITED  
)  
)  
)

) Per:   
) Name: R. Wollenhauer  
) Title: Director

) Per: \_\_\_\_\_  
) Name: \_\_\_\_\_  
) Title: \_\_\_\_\_  
) I/We have the authority to bind  
) Certus Automotive, (HK) Limited

) CERTUS AUTOMOTIVE (EUROPE)  
) GmbH  
)  
)  
)

) Per:   
) Name: R. Wollenhauer  
) Title: Managing Director


) Per: \_\_\_\_\_  
) Name: \_\_\_\_\_  
) Title: \_\_\_\_\_  
) I/We have the authority to bind  
) Certus Automotive (Europe)  
) GmbH

[signature page to Forbearance Agreement – Certus Automotive Inc. et al.]






R. MOLLENHAUER HOLDINGS I  
INC.

Per:   
Name: R. Mollenhauer  
Title: Director

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
I/We have the authority to bind R.  
Mollenhauer Holdings I Inc.

  
\_\_\_\_\_  
Witness:  
Name: BARBARA J. PETTIT  
Address: 90 MAPLE AVE WEST  
BRETON ON L0G1A0

  
\_\_\_\_\_  
ROB MOLLENHAUER

\_\_\_\_\_  
Witness:  
Name:  
Address:

\_\_\_\_\_  
MICHAEL JAMES PROKOPETZ

[signature page to Forbearance Agreement – Certus Automotive Inc. et al.]

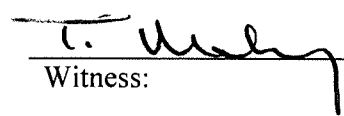
) R. MOLLENHAUER HOLDINGS I  
) INC.  
)  
)  
)

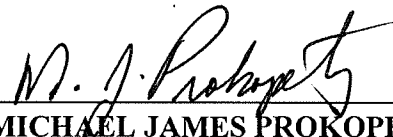
) Per: \_\_\_\_\_  
) Name:  
) Title:  
)

) Per: \_\_\_\_\_  
) Name:  
) Title:  
) I/We have the authority to bind R.  
) Mollenhauer Holdings I Inc.  
)

\_\_\_\_\_  
Witness:  
  
Name:  
  
Address:

\_\_\_\_\_  
ROB MOLLENHAUER

  
\_\_\_\_\_  
Witness:  
  
Name: TIMOTHY M. MALY  
  
Address: 4198 PAVILION CT  
FENTON, MI 48430

  
\_\_\_\_\_  
MICHAEL JAMES PROKOPETZ

[signature page to Forbearance Agreement – Certus Automotive Inc. et al.]

**SCHEDULE A**  
**DESCRIPTION OF LOANS**  
**(As at March 19, 2019)**

<b>Facility</b>	<b>Loan Number</b>	<b>Currency</b>	<b>Credit Limit</b>	<b>Balance</b>	<b>Accrued Interest</b>	<b>Total Principal and Interest</b>
Operating Line –	7312182-1728	USD	<b>\$17,074,637.00</b>	\$17,496,149.98	\$68,938.80	\$17,565,088.78
EDC EGP Term Loan	9233741-08-1728	CAD	<b>\$1,861,893.75</b>	\$1,861,893.75	\$4,797.56	\$1,866,691.31
EDC EGP Term Loan	9233741-10-1728	CAD	<b>\$886,009.00</b>	\$886,009.00	\$2,282.99	\$888,291.99
EDC EGP Term Loan	9233741-11-1728	CAD	<b>\$1,392,772.80</b>	\$1,392,772.80	\$3,588.77	\$1,396,61.57
EDC EGP Term Loan	9233741-15-1728	CAD	<b>\$1,127,751.24</b>	\$1,127,751.24	\$4,129.42	\$1,131,880.66
EDC EGP Term Loan	9233741-16-1728	CAD	<b>\$1,310,606.89</b>	\$1,310,606.89	\$4,798.98	\$1,315,405.87
<b>Total (CAD)</b>			<b>\$6,579,033.68</b>	<b>\$6,579,033.68</b>	<b>\$19,597.72</b>	<b>\$6,598,631.40</b>
<b>Total (USD)</b>			<b>\$17,074,637.00</b>	<b>\$17,496,149.98</b>	<b>\$68,938.80</b>	<b>\$17,565,088.78</b>

**SCHEDULE B**  
**EXISTING SECURITY**

Date of Security Document:	Copy attached to PPSA registration – signature page with date is missing.
Issued By:	Certus Canada
Description:	General Security Agreement

Date of Security Document:	March 29, 2011
Issued By:	KPI Canada
Description:	General Security Agreement

Date of Security Document:	March 30, 2011
Issued By:	KPI Canada
Description:	Assignment of Life Insurance on Robert Mollenhauer in the amount of \$4,000,000

Date of Security Document:	May 7, 2013
Issued By:	Certus US
Description:	UCC Security Agreement

Date of Security Document:	March 7, 2013
Issued By:	KPI Michigan
Description:	UCC Security Agreement

Date of Security Document:	April 18, 2018
Issued By:	Certus Canada
Description:	Non-Possessory Pledge Over Assets held in Mexico

Date of Security Document:	December 20, 2016
Issued By:	Certus Canada
Description:	Stock Pledge Agreement in respect to certain stock owned by Certus Canada in Certus Mexico.

Date of Security Document:	April 18, 2018
Issued By:	Certus Mexico
Description:	Non-Possessory Pledge Over Assets held in Mexico

Date of Security Document:	December 20, 2016
Issued By:	RHM Inc.
Description:	Stock Pledge Agreement in respect to certain stock owned by RMH Inc. in Certus Mexico.

Date of Security Document:	February 21, 2019
Issued By:	Jim
Description:	Assignment of Term Deposits and Credit Balances

Date of Security Document:	February 21, 2019
Issued By:	Rob
Description:	Assignment of Term Deposits and Credit Balances

**SCHEDULE C**  
**EXISTING GUARANTEES**

**Canadian Guarantees**

Date of Guarantee:	May 7, 2013
Issued By:	KPI Canada
Indebtedness Guaranteed:	Obligations of Certus Canada to the Bank
Principal Limited:	Unlimited
Governing Law	Laws of the Province of Ontario and the laws of Canada applicable therein

Date of Guarantee:	May 7, 2013
Issued By:	Certus Canada
Indebtedness Guaranteed:	Obligations of KPI Canada to the Bank
Principal Limited:	Unlimited
Governing Law	Laws of the Province of Ontario and the laws of Canada applicable therein

Date of Guarantee:	March 29, 2011
Issued By:	KPI Michigan
Indebtedness Guaranteed:	Obligations of KPI Canada to the Bank
Principal Limited:	Unlimited
Governing Law	Laws of the Province of Ontario and the laws of Canada applicable therein

Date of Guarantee:	February 21, 2019
Issued By:	Rob and Jim
Indebtedness Guaranteed:	Obligations of Certus Canada and KPI Canada
Principal Limited:	Limited to the amount of US\$850,000
Governing Law	Laws of the Province of Ontario and the laws of Canada applicable therein

**US Guarantees**

Date of Guarantee:	May 7, 2013
Issued By:	Certus US
Indebtedness Guaranteed:	Obligations of Certus Canada to the Bank
Principal Limited:	Unlimited
Governing Law	Laws of the State of New York

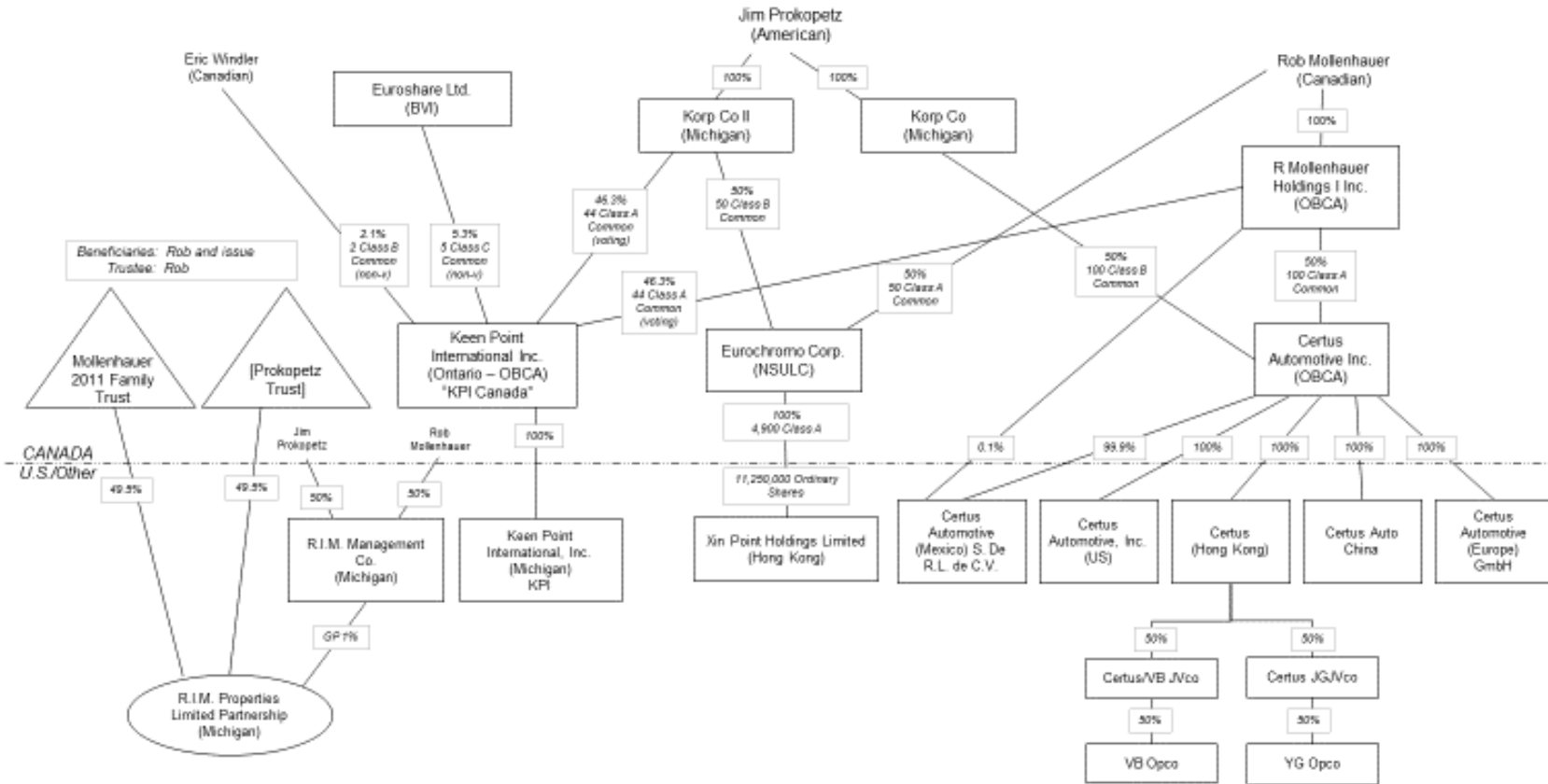
Date of Guarantee:	December 31, 2014
Issued By:	Certus US
Indebtedness Guaranteed:	Obligations of KPI Canada to the Bank
Principal Limited:	Unlimited
Governing Law	Laws of the State of New York

Date of Guarantee:	December 31, 2014
Issued By:	KPI Michigan
Indebtedness Guaranteed:	Obligations of Certus Canada to the Bank
Principal Limited:	Unlimited
Governing Law	Laws of the State of New York



## SCHEDULE D SHARE OWNERSHIP STRUCTURE

**KPI/Certus Global Corporate Chart  
January 1, 2018**



*Schedule D – continued –*

1. KPI Canada operates a joint venture with Xin Point Holdings Ltd a Chinese based manufacturer.
2. RIM operates the Auburn Hills office from premises which are leased by RIM and located at 1377 Atlantic Blvd, Auburn Hills, Michigan. This office is responsible for all general operations, program management, engineering, cost analysis, sales and quality control for the Certus Automotive Group.
3. Certus Canada sources chromed auto parts from manufacturing facilities owned and operated by:
  - (a) a joint venture between Certus Hong Kong and Nanpton Boyuan Certus Automotive Co. Ltd.; and
  - (b) a joint venture between Certus Hong Kong and Zhuhai Yonggang Industrial Certus Automotive Co. Ltd.
4. Certus Mexico – through its ownership of the Queretaro Plant. The Queretaro Plant is leased by Certus Mexico.
5. The Certus Automotive Group operates distribution facilities from leased facilities in:
  - (a) 2797 Thamesgate Dr., Mississauga, Ontario, Canada L4T 1G5– where the tenant is KPI Canada and Certus Canada.
  - (b) 13520 Mercury Drive, Laredo, Texas, USA 78045, and the tenant is KPI Canada and Certus Canada.
  - (c) 1050-36<sup>th</sup> St. SE Grand Rapids, Michigan, USA 4950, and the tenant is KPI Canada and Certus Canada.
  - (d) Zweigniederlassung Hamburg, Altenwerder Hauptstrasse 11-15,DE 21126 Hamburg Hamburg, Germany, and the tenant is Certus Europe.
6. The Certus Automotive Group operates engineering development offices from leased premises located in:
  - (a) Toronto, Ontario – where the tenant is KPI Canada and Certus Canada;
  - (b) Auburn Hills, Michigan – where the tenant is RIM and Certus USA;
  - (c) Michelstadt, Germany – where the tenant is Certus Europe;
  - (d) Shenzhen, China – where the tenant is Certus China; and
  - (e) Queterato, Mexico – where the tenant is Certus Mexico

- (f) The only secured creditors of any member of the Certus Automotive Group or unsecured creditors owed in excess of \$100,000 are as follows:
  - (i) Banco Nacional De Comercio Exterior is owed \$6 million by Certus Mexico;
  - (ii) Toshiba; and
  - (iii) Haitan.

**SCHEDULE E**  
**INTERCOMPANY INDEBTEDNESS**  
(as at February 28, 2019)

See attached.

**Due to/Due from****28-Feb-19****KPI CAD BOOKS**

<b>Due To</b>	<b>USD</b>	
KPI USA	(162,458.00)	21975-00-00
Certus USA	(3,372.84)	21977-00-00
Certus CAD	(147,560.00)	21981-00-00
Loan from Mexico	(249,985.00)	21903-00-00

<b>Due From</b>	<b>USD</b>	
KPI USA	2,412,082.53	11249-00-00
Certus CAD	(69,000.00)	11255-00-00
Certus USA	329.49	11256-00-00
Certus Germany	61,435.00	11258-00-00
Loan to Certus	16,937,883.00	11261-00-00
Mexico	43,789.13	11263-00-00
Loan to Certus Inc XEU	214,026.63	11264-00-00

**KPI USA BOOKS**

<b>Due To</b>	<b>USD</b>	
KPI CAD	(2,412,082.53)	21975-00-00
Certus USA	(35,500.23)	21977-00-00
Certus CAD	(17,005.01)	21981-00-00

<b>Due From</b>	<b>USD</b>	
Certus USA	270,610.00	11257-00-00
Certus CAD	1,660,965.00	11255-00-00
KPI CAD	162,458.00	11256-00-00

**Certus CAD**

<b>Due To</b>	<b>USD</b>	
Certus China	(3,545.70)	21911-00-00
Certus USA	(673,354.00)	21975-00-00
KPI USA	(1,660,965.00)	21979-00-00
KPI CAD	69,000.00	21976-00-00
Loan from KPI	(16,937,883.00)	21900-00-00
Loan from KPI XEU	(214,026.63)	21901-00-00

<b>Due From</b>	<b>USD</b>	
Mexico	5,525,420.00	11262-00-00
KPI CAD	147,560.00	11255-00-00
KPI USA	17,005.01	11256-00-00
Certus USA	401.94	11257-00-00
Due from HK	825,055.00	11263-00-00

**Certus USA**

<b>Due To</b>	<b>USD</b>	
KPI USA	(270,610.00)	21978-00-00
Certus CAD	(401.94)	21975-00-00
KPI CAD	(329.49)	21981-00-00

<b>Due From</b>	<b>USD</b>	
Certus CAD	673,354.00	11255-00-00
Mexico	1,700.03	11266-00-00
kpi cad	3,372.84	11256-00-00
kpi usa	35,500.23	11257-00-00

**Certus Germany**

<b>Due To</b>	<b>USD</b>	
KPI CAD	(61,435.00)	21981-00-00

**Certus Mexico**

<b>Due To</b>	<b>USD</b>	
Certus USA	(1,700.01)	21975-00-00
Certus CAD	(5,525,420.67)	21982-00-00
KPI CAD	(43,789.13)	21983-00-00
Loan to KPI CAD	249,985.00	11287-00-00

**Certus Hong Kong**

Due to Certus Canada	(825,055.00)
----------------------	--------------

## SCHEDULE F

### COMPLIANCE CERTIFICATE

**TO: The Toronto-Dominion Bank**

**RE:** \_\_\_\_\_ [*insert name of relevant entity in the Certus Automotive Group*]

The undersigned, \_\_\_\_, in his/ her capacity as the \_\_ of \_\_\_\_ (the “**Certus Entity**”), hereby certifies for and on behalf of the Certus Entity (without any personal liability whatsoever) as follows:

#### **1. Purpose**

This certificate is delivered to you pursuant to the credit arrangements between The Toronto-Dominion Bank (the “**Bank**”) and the members of the Certus Automotive Group as defined in, and as governed by, the Forbearance Agreement dated the \_\_ day of \_\_\_\_, 2019 (the “**Forbearance Agreement**”) and the Loan Agreements (such documents as the same may be modified, amended, supplemented, restated and replaced from time to time, the “**Credit Agreements**”).

I have read and am familiar with the provisions of the Credit Agreements, I have reviewed such books and records of the Certus Entity as I have deemed necessary for the purposes of this Compliance Certificate, and I have reviewed the attached reporting package which is in compliance with the Credit Agreements. All terms which are used herein without being specifically defined herein, but which are defined in the Forbearance Agreement, shall have the meanings ascribed thereto in the Forbearance Agreement.

A signed copy of this compliance certificate delivered by email transmission shall bind the Certus Entity and each entity within the Certus Automotive Group.

#### **2. Representations and Warranties**

All of the representations and warranties of each of the members of the Certus Automotive Group under the Credit Agreements are true and correct as of the date hereof (except any representations which are stated to be as of a specific date which were true and correct as of such date) with the same force and effect as if made at and as of the date hereof.

#### **3. Terms, Covenants and Conditions**

All of the terms, covenants and conditions of the Credit Agreements to be performed or complied with by each of the members of the Certus Automotive Group at or prior to the date hereof have been performed or complied with, other than as may be set out below (which exceptions have been communicated to the Bank):

**4. Events of Default and Pending Events of Default**

No event of default under the Credit Agreements has occurred and is continuing on the date hereof other than to the extent to which the Bank has previously received notice or as may be reflected below:

**5. Insurance**

The insurance coverage required under the Credit Agreements are in force as at the date hereof and none of the members of the Certus Automotive Group has made any insurance claim under such policies in excess of \$ \_\_\_\_\_ as at the date hereof which has not been disclosed in a prior compliance certificate delivered to the Bank except as may be set out in a schedule annexed hereto dated and initialed by the undersigned.

**6. Dispositions**

None of the members of the Certus Automotive Group has disposed of any assets out of the ordinary course of business since the date of the last compliance certificate delivered to the Bank other than as may be set out in a schedule annexed hereto dated and initialed by the undersigned.

**7. Borrowing Base**

As at the end of the month ending prior to the date hereof, the borrowing base components to be used for purposes of calculating the maximum operating borrowings as more particularly provided for under the Credit Agreements:

**8. General**

To assist the Bank in monitoring compliance with the Credit Agreements, the undersigned would be pleased to meet with the Bank to present the attached reporting more formally and to attempt to resolve any questions or concerns which the Bank might have with respect to this Compliance Certificate or the attached reporting package.

**Certified** at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_

---

Name:

Title:

**SCHEDULE G**  
**FINANCIAL FORECASTS**

See attached.



## Updated Cash Flow - Feb 1, 2019

DRAFT

March 1 - 2019 v 3/21/2019 14:00

Certus Automotive Inc.															
Weekly Cash Flow Forecast															
(Unaudited, in USD)															
Week Ending	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	Week 14	Week
	1/Mar/2019	8/Mar/2019	15/Mar/2019	22/Mar/2019	29/Mar/2019	5/Apr/2019	12/Apr/2019	19/Apr/2019	26/Apr/2019	3/May/2019	10/May/2019	17/May/2019	24/May/2019	31/May/2019	Total
<b>Receipts</b>															
Sales	2,374,209	1,779,058	1,780,974	1,833,429	2,816,826	2,178,703	1,649,652	1,638,870	1,456,962	2,418,748	1,455,389	1,532,790	1,610,683	1,801,287	<b>26,327,581</b>
VAT/ Other Rebate	40,837	29,292	0	7,867	0	100,547	201,583	109,875	205,011	151,122	198,906	0	125,000	1,234	<b>1,171,274</b>
<b>Total Receipts</b>	<b>2,415,046</b>	<b>1,808,350</b>	<b>1,780,974</b>	<b>1,841,296</b>	<b>2,816,826</b>	<b>2,279,250</b>	<b>1,851,235</b>	<b>1,748,745</b>	<b>1,661,973</b>	<b>2,569,869</b>	<b>1,654,296</b>	<b>1,532,790</b>	<b>1,735,683</b>	<b>1,802,522</b>	<b>27,498,856</b>
<b>Operating Disbursements:</b>															
Purchases	1,788,217	1,419,515	1,090,774	1,462,556	1,615,601	1,619,198	1,115,486	1,119,997	1,155,141	1,193,825	911,056	1,204,333	1,022,612	1,099,815	<b>17,818,127</b>
Payroll	415,151	424,341	314,540	388,113	287,664	308,025	259,368	265,838	192,976	387,065	231,012	390,487	186,749	324,338	<b>4,375,668</b>
Professional Fees	13,070	2,681	15,920	3,070	5,920	3,070	5,920	3,070	5,920	3,070	3,070	3,070	3,070	3,070	<b>73,991</b>
Corporate Overhead															<b>0</b>
Taxes (VAT, Corp Taxes etc.)	31,061	30,952	34,758	17,500	40,025	17,500	35,891	17,500	17,500	20,600	28,338	41,907	17,500	20,600	<b>371,631</b>
Freight/Warehouse/Custom Duty	286,354	113,124	113,886	128,326	139,027	132,325	186,473	133,777	169,242	138,466	143,095	152,786	170,053	157,204	<b>2,164,138</b>
Quality Charges	2,280	20,700	19,780	17,280	68,860	26,025	42,605	22,605	91,685	19,712	16,292	18,792	67,872	43,416	<b>477,904</b>
Misc. and CAM Contingency	570	570	91,570	62,965	570	10,570	83,570	94,146	570	570	120,570	76,320	570	570	<b>543,701</b>
Refinancing Expenses	68,692	22,000	56,692	64,692	111,692	49,385	85,000	55,385	98,336	70,000	35,000	20,000	10,000	0	<b>746,874</b>
<b>Total operating disbursements</b>	<b>2,605,395</b>	<b>2,033,884</b>	<b>1,737,920</b>	<b>2,144,501</b>	<b>2,269,358</b>	<b>2,166,098</b>	<b>1,814,312</b>	<b>1,712,318</b>	<b>1,731,370</b>	<b>1,833,309</b>	<b>1,488,434</b>	<b>1,907,696</b>	<b>1,478,427</b>	<b>1,649,013</b>	<b>26,572,034</b>
<b>Other Disbursements</b>															
Loan Principal Payments	62,136	6,442	0	66,560	12,136	6,442	0	16,560	62,000	12,136	6,442	0	16,560	129,136	<b>396,548</b>
Interest	103,151	632	0	0	110,651	632	0	0	0	352,017	632	0	0	110,651	<b>678,367</b>
Capital Purchases	57,491	79,585	29,585	56,352	29,585	69,000	48,625	131,250	24,000	78,120	33,120	43,720	33,120	33,120	<b>746,673</b>
<b>Total other disbursements</b>	<b>2,828,173</b>	<b>2,120,543</b>	<b>1,767,505</b>	<b>2,267,413</b>	<b>2,421,730</b>	<b>2,242,172</b>	<b>1,862,937</b>	<b>1,860,128</b>	<b>1,817,370</b>	<b>2,275,582</b>	<b>1,528,628</b>	<b>1,951,416</b>	<b>1,528,107</b>	<b>1,921,920</b>	<b>1,821,588</b>
<b>Net cash flow</b>	<b>-413,127</b>	<b>-312,192</b>	<b>13,469</b>	<b>-426,117</b>	<b>395,096</b>	<b>37,078</b>	<b>-11,702</b>	<b>-111,383</b>	<b>-155,397</b>	<b>294,287</b>	<b>125,668</b>	<b>-418,626</b>	<b>207,575</b>	<b>-119,398</b>	<b>25,677,267</b>
<b>Opening Cash Balance</b>	-16,468,165	-16,978,346	-17,313,210	-17,328,490	-17,754,607	-17,359,511	-17,374,447	-17,386,149	-17,516,697	-17,672,094	-17,377,807	-17,252,138	-17,705,440	-17,497,865	
(Draw)/ Paydown	-510,181	-334,863	-15,280	-426,117	395,096	-14,936	-11,702	-130,549	-155,397	294,287	125,668	-453,301	207,575	-146,948	
<b>Closing Cash Balance</b>	<b>-16,978,346</b>	<b>-17,313,210</b>	<b>-17,328,490</b>	<b>-17,754,607</b>	<b>-17,359,511</b>	<b>-17,374,447</b>	<b>-17,386,149</b>	<b>-17,516,697</b>	<b>-17,672,094</b>	<b>-17,377,807</b>	<b>-17,252,138</b>	<b>-17,705,440</b>	<b>-17,497,865</b>	<b>-17,644,813</b>	
<b>LOC Opening Balance</b>	18,000,000	18,000,000	18,000,000	18,000,000	18,000,000	18,000,000	18,000,000	18,000,000	18,000,000	18,000,000	18,000,000	18,000,000	18,000,000	18,000,000	
<b>LOC availability</b>	<b>1,021,654</b>	<b>686,790</b>	<b>671,510</b>	<b>245,393</b>	<b>640,489</b>	<b>625,553</b>	<b>613,851</b>	<b>483,303</b>	<b>327,906</b>	<b>622,193</b>	<b>747,862</b>	<b>294,560</b>	<b>502,135</b>	<b>355,187</b>	
Min Cash Required for CAM, CAE and CACH*	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	
<b>Cash Position For Toronto LOC</b>	<b>-17,278,346</b>	<b>-17,613,210</b>	<b>-17,628,490</b>	<b>-18,054,607</b>	<b>-17,659,511</b>	<b>-17,674,447</b>	<b>-17,686,149</b>	<b>-17,816,697</b>	<b>-17,972,094</b>	<b>-17,677,807</b>	<b>-17,552,138</b>	<b>-18,005,440</b>	<b>-17,797,865</b>	<b>-17,944,813</b>	

\* Assumptions:

CAM cash requirement to cover cheques at \$200K USD

CAE cash requirement to cover cheques at \$50K USD

CACH cash requirement to cover cheques at \$50K USD

**SCHEDULE H**

**CORRESPONDENCE WITH RESPECT TO THE  
TERMS OF ADDITIONAL CREDIT FACILITY OF  
UP TO A MAXIMUM PRINCIPAL AMOUNT OF \$500,000**

See attached.

**From:** Carhart, Jeffrey  
**Sent:** Tuesday, February 5, 2019 3:00 PM  
**To:** Sean Zweig <[ZweigS@bennettjones.com](mailto:ZweigS@bennettjones.com)>  
**Subject:** RE: TD BANK - CERTUS AUTOMOTIVE GROUP

Sean

I hope that you are feeling better.

The Bank is in receipt of Rob Mollenhauer's e mail of 3:56 pm yesterday below.

The Bank was surprised and disappointed with that request.

Among other things, in the circumstances, the Bank no longer has credit approval to continue to make available the arrangements which were originally outlined in my December 27, 2018 letter and which have been extended, on a short term basis, on multiple occasions since then (the "**December 27<sup>th</sup> arrangements**"), in accordance with the chain of correspondence below.

Also, the Bank is not prepared to make available the additional funding which has been requested [that is, the additional funding which Certus requested yesterday and which goes beyond the December 27<sup>th</sup> arrangements] nor is the Bank prepared to continue to extend the December 27<sup>th</sup> arrangements, unless the personal guarantees and satisfactory security referred to in my January 30<sup>th</sup> e mail are provided at this time. [That January 30<sup>th</sup> e mail, along with your reply, is in the chain below.]

We ask that all parties meet again at Miller Thomson at 9:30 am on Thursday February 7<sup>th</sup>.

We ask that Certus Automotive present its contingency plan - which was originally promised for the end of January – at that time.

Thank you.

**JEFFREY C. CARHART**  
Partner

**Miller Thomson LLP**  
Scotia Plaza  
40 King Street West, Suite 5800  
P.O. Box 1011  
Toronto, Ontario M5H 3S1  
**Direct Line:** +1 416.595.8615  
**Fax:** +1 416.595.8695  
**Email:** [jcarhart@millerthomson.com](mailto:jcarhart@millerthomson.com)  
**millerthomson.com**

Connect with us on [LinkedIn](#)  
View my [web page](#)



Please consider the environment before printing this email.

**From:** Swan, Jeffrey [<mailto:jeff.swan@td.com>]  
**Sent:** Monday, February 4, 2019 3:56 PM

**To:** Manning, Paul <[Paul.Manning@td.com](mailto:Paul.Manning@td.com)>; Phongsivorabout, Richard <[Richard.Phongsivorabout@td.com](mailto:Richard.Phongsivorabout@td.com)>; Carhart, Jeffrey <[icarhart@millerthomson.com](mailto:icarhart@millerthomson.com)>; Casey, Paul (CA - Toronto) <[paucasey@deloitte.ca](mailto:paucasey@deloitte.ca)>  
**Subject:** FW: Certus TD Submission

Jeffrey Swan | Director, Financial Restructuring Group | **TD Commercial Banking**  
TD Bank Tower, 66 Wellington Street West, 39<sup>th</sup> Floor, Toronto Ontario M5K 1E9  
T: 416-308-9215 | C: 416 738 7145 | F: 416-982-7710

Internal

**From:** Rob Mollenhauer <[rmoll@certusauto.com](mailto:rmoll@certusauto.com)>  
**Sent:** Monday, February 4, 2019 3:49 PM  
**To:** Swan, Jeffrey <[jeff.swan@td.com](mailto:jeff.swan@td.com)>  
**Cc:** Koroneos, Anna (CA - Toronto) <[paucasey@deloitte.ca](mailto:paucasey@deloitte.ca)>; Jack Pulkinen <[JPulkinen@certusauto.com](mailto:JPulkinen@certusauto.com)>; 'Greg Karpel' <[gkarpel@alvarezandmarsal.com](mailto:gkarpel@alvarezandmarsal.com)>; Wootton, Daniel <[Dan.Wootton@ca.gt.com](mailto:Dan.Wootton@ca.gt.com)>; Jim Prokopetz <[jprok@certusauto.com](mailto:jprok@certusauto.com)>  
**Subject:** Certus TD Submission

Jeff,

As per our discussion earlier this afternoon, we are presenting:

- i. Updated 13 week cash flow
- ii. January borrowing base
- iii. Updated topline summary on our refinancing and copy of draft term sheets (two for OLC and one for term loan). We are expecting 1-2 additional term sheets for both the OLC and term within the next week. Also attached is our sources and uses for the refinancing.
- iv. Our 'ask' of TD

## Cash Flow

Unfortunately our cash flow has worsened since our last submission. We will now require financing from TD through to the end of April of US\$18.0 million starting 2/22.

The reason for the large erosion in our cash flow since last c/f submission is as follows:

- Sudden customer cancellations of roughly \$1.2KK. We believe that most of the end of year adjustments have now been reflected and that while there are always going to be fluctuations, we think the main cancellations are now behind us.
- Roughly \$400K payroll related expense adjustments associated to us transitioning in January from using an outside payroll servicing company to starting our own separate company that employs all our Mexico plant staff
- Additional capex for two new injection machines and additional restructuring costs required to secure the refinancing.

## Borrowing Base

While the January borrowing base has improved from our projection, we will fall below our \$18.0 financing requirement for February and March assuming the previous collateral assumptions. However, as per the attachment, we have included what we believe are solid additional

collateral for the bank to support the \$18.0KK borrowing base level. We would be pleased to discuss this with you further.

### **Refinancing**

On the positive side we have received a term sheet for \$12-12.5KK for the term loan to augment our two term sheets on the OLC. Attached please find the FGI and Engenium term sheets. Both require additional credit approval but we have been told all indications are very positive. Dan will elaborate on our call.

### **Certus Ask for Financing from TD**

We fully acknowledge and appreciate the tremendous support extended Certus since we have been working with the Special Loans group. We know we missed our projected financials, both P&L and cash flow, last summer as we stabilized our Mexico plant.. While we have met our monthly projected P&L since September we have struggled on our cash flow as we align our expenditures to the sudden declining sales from the GM vehicle cancellations and the industry yearend inventory adjustments. We fully understand this cash flow puts our requirements above our borrowing base coverage. However, we request that TD supports our requirement of \$18.0 million through to the completion of the refinancing estimated between 3/31 and 4/30. We have been immersed in analyzing this cash flow and have eliminated any non-essential expense, stretched every supplier to the maximum level and have eliminated my and my partner Jim Prokopetz salary effective 1/15 and conclude that without the full 18KK support from TD, it does not appear that Certus will be able to continue operations effective 2/15. We know that our ask exceeds our TD financing covenants but we believe there is sufficient collateral to support the \$18.0 million and if we can receive TD's support for the next 2-3 months then based on our term sheets in-hand we have total confidence in securing a complete refinancing and repaying TD in full. We also ask that TD keeps our interest level at 7.5% vs the 20% on the portion beyond our BB – our cash flow reflects the 7.5% - and that TD consider extending us a temporary holiday on the principle payment.

Regards,

***Rob***

Rob Mollenhauer



510-3300 Bloor St West-West Tower  
Toronto, Ontario M8X 2X2  
Phone: (416) 231-0909 Ext. 222  
[rmoll@certusauto.com](mailto:rmoll@certusauto.com)

This e-mail (and any attachments), is confidential and may be privileged. It may be read, copied and used only by intended recipients. Unauthorized access to this e-mail (or attachments) and disclosure or copying of its contents or any action taken in reliance on it is unlawful. Unintended recipients must notify the sender immediately by e-mail/phone & delete it from their system without making any copies or disclosing it to a third person.

If you wish to unsubscribe from receiving commercial electronic messages from TD Bank Group, please click [here](#) or go to the following web address: [www.td.com/tdoptout](http://www.td.com/tdoptout)

Si vous souhaitez vous désabonner des messages électroniques de nature commerciale envoyés par Groupe Banque TD veuillez cliquer [ici](#) ou vous rendre à l'adresse [www.td.com/tddesab](http://www.td.com/tddesab)

NOTICE: Confidential message which may be privileged. Unauthorized use/disclosure prohibited. If received in error, please go to [www.td.com/legal](http://www.td.com/legal) for instructions.

AVIS : Message confidentiel dont le contenu peut être privilégié. Utilisation/divulgarion interdites sans permission. Si reçu par erreur, prière d'aller au [www.td.com/francais/avis\\_juridique](http://www.td.com/francais/avis_juridique) pour des instructions.

**From:** Carhart, Jeffrey  
**Sent:** Thursday, January 31, 2019 5:20 PM  
**To:** Sean Zweig <[ZweigS@bennettjones.com](mailto:ZweigS@bennettjones.com)>  
**Subject:** Re: TD BANK - CERTUS AUTOMOTIVE GROUP

Sean

Subject to final Bank Credit approval, your comments are acceptable. I will advise further as soon as possible.

Regards,

**JEFFREY C. CARHART**  
Partner

**Miller Thomson LLP**  
Scotia Plaza  
40 King Street West, Suite 5800  
P.O. Box 1011  
Toronto, Ontario M5H 3S1  
**Direct Line:** +1 416.595.8615  
**Fax:** +1 416.595.8695  
**Email:** [jcarhart@millerthomson.com](mailto:jcarhart@millerthomson.com)  
**millerthomson.com**

Connect with us on [LinkedIn](#)  
View my [web page](#)



Please consider the environment before printing this email.

On Jan 31, 2019, at 12:12 PM, Sean Zweig <[ZweigS@bennettjones.com](mailto:ZweigS@bennettjones.com)> wrote:

Jeff,

Please see below in red.

<image001.png> Sean Zweig  
*Partner, Bennett Jones LLP*

3400 One First Canadian Place, P.O. Box 130, Toronto, ON, M5X 1A4  
T. [416 777 6254](tel:4167776254) | F. [416 863 1716](tel:4168631716)  
E. [zweigs@bennettjones.com](mailto:zweigs@bennettjones.com)

**From:** Carhart, Jeffrey <[jcarhart@millerthomson.com](mailto:jcarhart@millerthomson.com)>  
**Sent:** 30 January 2019 3:36 PM

**To:** Sean Zweig <[ZweigS@bennettjones.com](mailto:ZweigS@bennettjones.com)>  
**Subject:** RE: TD BANK - CERTUS AUTOMOTIVE GROUP

Dear Sean

Thank you – and to everyone on your side – for attending this morning’s meeting

With reference to my message of 5:40 pm on January 28<sup>th</sup> in the chain below (and with reference to the entire chain below):

1 We confirm the advice of the Certus Automotive Group (“Certus”) that they are in a position to deliver a borrowing base certificate – which will be compliant with generally accepted accounting principles – which will show that Certus Canada and KPI are back within the terms of my December 27, 2018 letter (copy again attached – and Certus Canada and KPI are defined terms in that letter and other capitalized terms in this chain continue to have the definitions in that letter) and the balance of the chain below. We confirm that that certificate is to be delivered to the Bank by no later than noon on February 4<sup>th</sup>. **Comment – Certus confirms that it will submit the updated borrowing base certificate by close of business on February 4 (i.e. not necessarily by noon). The assumptions in the certificate will be based on the same assumptions that Certus applied throughout last year. Certus cannot today confirm that such certificate will show complicate with the December 27 letter, etc. given that the certificate is in the process of being prepared. Certus intends to comment on its ability to stay within the limits of the December 27 letter on February 4.**

2 We also confirm the advice of Certus that all available term sheets and an accompanying report with respect to the re-financing program being led by Grant Thornton (the “re-financing program”) will be delivered to the Bank by no later than noon on February 7<sup>th</sup>. **Comment – as discussed in yesterday’s meeting (and acknowledged by Paul Casey), not all available term sheets may be considered executable, but Certus will certainly provide all executable term sheets received by noon on February 7.**

3 We also confirm that Certus will deliver a summary of actual receipts and disbursements for the two weeks ended Friday January 25, 2019 by the close of business on February 1, 2019. The Bank requires Certus to deliver subsequent such reports on a weekly basis on the Monday of each week. **Comment – agreed.**

4 The Bank also requires Certus to deliver a complete report with respect to : (i) all term sheets received with respect to the re-financing program (ii) the investment / divestiture program being led by Duff & Phelps (the “investment / divestiture program”) and (iii) Certus’s recommended course of action with respect to the full, permanent repayment of its indebtedness to the Bank by noon on February 18, 2019. **Comment – same comment as #2 (i.e. only executable term sheet will be provided). The rest is agreed.**

5 We also confirm the advice of Certus that all worldwide cash receipts will be consolidated to the Certus Canada and KPI bank accounts with the Bank on a daily basis. **Comment – agreed that Certus will transfer all cash balances from its TD NY accounts on a daily basis. Regarding its bank balances from its China, Germany and Mexico accounts (representing the remainder of its global bank accounts), Certus will transfer any excess funds not required to cover their respective supplier and payroll requirements.**

6 On the basis that Certus confirms its agreement with the foregoing, the Bank is prepared to extend the banking arrangements described below (which, again, include my December 27, 2018 letter) through February 18<sup>th</sup>. **Ok, thank you.**

Please confirm the agreement of Certus Canada and KPI by the close of business today. Subject to the Bank's satisfactory receipt, review and analysis of the materials described above, the Bank is prepared to consider an additional forbearance period, in accordance with a comprehensive forbearance agreement, to permit Certus to implement its (i) re-financing and (ii) investment / divestiture programs. As discussed, any such additional time period will require the support of the owners of Certus by way of limited personal guarantees, secured by assets outside of the Certus business. **Comment – We can discuss the terms of a further extension at the appropriate time. As you know, the shareholders would require ILA in connection with any request for guarantees.**

Thank you.

**JEFFREY C. CARHART**  
Partner

**Miller Thomson LLP**  
Scotia Plaza  
40 King Street West, Suite 5800  
P.O. Box 1011  
Toronto, Ontario M5H 3S1  
**Direct Line:** +1 416.595.8615  
**Fax:** +1 416.595.8695  
**Email:** [jcarhart@millerthomson.com](mailto:jcarhart@millerthomson.com)  
**millerthomson.com**

Connect with us on [LinkedIn](#)  
View my [web page](#)

<image002.png>

Please consider the environment before printing this email.

**From:** Carhart, Jeffrey  
**Sent:** Tuesday, January 29, 2019 5:09 PM  
**To:** Sean Zweig <[ZweigS@bennettjones.com](mailto:ZweigS@bennettjones.com)>  
**Subject:** RE: TD BANK - CERTUS AUTOMOTIVE GROUP

Confirmed – thank you

**JEFFREY C. CARHART**  
Partner

**Miller Thomson LLP**  
Scotia Plaza  
40 King Street West, Suite 5800  
P.O. Box 1011  
Toronto, Ontario M5H 3S1  
**Direct Line:** +1 416.595.8615  
**Fax:** +1 416.595.8695  
**Email:** [jcarhart@millerthomson.com](mailto:jcarhart@millerthomson.com)  
**millerthomson.com**



Connect with us on [LinkedIn](#)  
View my [web page](#)

<image002.png>

Please consider the environment before printing this email.

**From:** Sean Zweig [<mailto:ZweigS@bennettjones.com>]  
**Sent:** Tuesday, January 29, 2019 4:57 PM  
**To:** Carhart, Jeffrey <[jcarhart@millertomson.com](mailto:jcarhart@millertomson.com)>  
**Subject:** RE: TD BANK - CERTUS AUTOMOTIVE GROUP

Jeff,

We are available. Dan Wootton from GT will attend as well.

See you at 9:30am tomorrow.

<image001.png> Sean Zweig  
*Partner*, Bennett Jones LLP

3400 One First Canadian Place, P.O. Box 130, Toronto, ON, M5X 1A4  
T. [416 777 6254](tel:4167776254) | F. [416 863 1716](tel:4168631716)  
E. [zweigs@bennettjones.com](mailto:zweigs@bennettjones.com)

**From:** Carhart, Jeffrey <[jcarhart@millertomson.com](mailto:jcarhart@millertomson.com)>  
**Sent:** 29 January 2019 12:56 PM  
**To:** Sean Zweig <[ZweigS@bennettjones.com](mailto:ZweigS@bennettjones.com)>  
**Subject:** RE: TD BANK - CERTUS AUTOMOTIVE GROUP

Sean

TD wishes to meet again with the company, you and Greg Karpel tomorrow morning

We can meet at 9:30 at Miller Thomson

Please confirm

Thank you

**JEFFREY C. CARHART**  
Partner

**Miller Thomson LLP**  
Scotia Plaza  
40 King Street West, Suite 5800  
P.O. Box 1011  
Toronto, Ontario M5H 3S1  
**Direct Line:** +1 416.595.8615  
**Fax:** +1 416.595.8695  
**Email:** [jcarhart@millertomson.com](mailto:jcarhart@millertomson.com)  
[millertomson.com](http://millertomson.com)

Connect with us on [LinkedIn](#)  
View my [web page](#)

<image002.png>

Please consider the environment before printing this email.

**From:** Sean Zweig [<mailto:ZweigS@bennettjones.com>]  
**Sent:** Monday, January 28, 2019 7:07 PM  
**To:** Carhart, Jeffrey <[jcarhart@millერთhompson.com](mailto:jcarhart@millერთhompson.com)>  
**Subject:** RE: TD BANK - CERTUS AUTOMOTIVE GROUP

Jeff,

I am scheduled to speak to Certus and A&M tomorrow afternoon, and then will come back to you.

Sean Zweig  
Bennett Jones LLP  
(416) 777-6254  
[zweigs@bennettjones.com](mailto:zweigs@bennettjones.com)

**From:** Carhart, Jeffrey <[jcarhart@millერთhompson.com](mailto:jcarhart@millერთhompson.com)>  
**Date:** Monday, Jan 28, 2019, 5:40 PM  
**To:** Sean Zweig <[ZweigS@bennettjones.com](mailto:ZweigS@bennettjones.com)>  
**Subject:** RE: TD BANK - CERTUS AUTOMOTIVE GROUP

Sean

I am writing with reference to (i) our conversation on the morning of January 25<sup>th</sup>; (ii) my e mail of January 21<sup>st</sup> below; and (iii) the most recent borrowing base information sent to the Bank by the Certus Automotive Group ("Certus") on Friday January 25<sup>th</sup>

In summary, at this time:

1 You indicated on Friday morning that multiple term sheets with respect to the proposed refinancing and that a report would be forthcoming to the Bank this morning. The Bank did not receive such a report.

2 The most recent borrowing base information delivered by Certus indicates that the excess inventory allowance of \$4.5 million that Certus has referred to in its most recent requests of the Bank will be exceeded heavily during the period running through March, 2019. The Bank is in the process of reviewing this information with Deloitte, but the borrowing base information delivered by Certus seems to demonstrate that the Bank will be asked to increase its global reliance on inventory from 48% in December to approximately 80% by March, 2019.

3 The banking arrangements described in my January 21<sup>st</sup> e mail – which, of course, referenced my December 27, 2018 letter and my additional e mails in the chain below – were only in effect through January 25<sup>th</sup>. I note that, among other things, those arrangements were based, in part, on a borrowing base calculation shortfall limited to \$4 million, as referenced in my letter of December 27, 2018. The most recent borrowing base information sent to the Bank by Certus on January 25<sup>th</sup> shows that shortfall at \$5.166 million. That is another event of default under the credit arrangements.

4 At this point, it is unclear exactly what Certus is asking the Bank to consider in terms of these loan arrangements on a go forward basis. Once again, the Bank continues to reserve all of its rights in respect of the various defaults which have occurred and which remain ongoing.

Thank you

**JEFFREY C. CARHART**  
Partner

**Miller Thomson LLP**  
Scotia Plaza  
40 King Street West, Suite 5800  
P.O. Box 1011  
Toronto, Ontario M5H 3S1  
**Direct Line:** +1 416.595.8615  
**Fax:** +1 416.595.8695  
**Email:** [jcarhart@millerthomson.com](mailto:jcarhart@millerthomson.com)  
**millerthomson.com**

Connect with us on [LinkedIn](#)  
View my [web page](#)

<image002.png>

Please consider the environment before printing this email.

**From:** Carhart, Jeffrey  
**Sent:** Monday, January 21, 2019 4:42 PM  
**To:** Rob Mollenhauer <[rmoll@certusauto.com](mailto:rmoll@certusauto.com)>  
**Cc:** Swan, Jeffrey ([jeff.swan@td.com](mailto:jeff.swan@td.com)) <[jeff.swan@td.com](mailto:jeff.swan@td.com)>; Sean Zweig ([zweigs@bennettjones.com](mailto:zweigs@bennettjones.com)) <[zweigs@bennettjones.com](mailto:zweigs@bennettjones.com)>; Jack Pulkinen <[JPulkinen@certusauto.com](mailto:JPulkinen@certusauto.com)>; Greg Karpel ([gkarpel@alvarezandmarsal.com](mailto:gkarpel@alvarezandmarsal.com)) <[gkarpel@alvarezandmarsal.com](mailto:gkarpel@alvarezandmarsal.com)>  
**Subject:** RE: TD BANK - CERTUS AUTOMOTIVE GROUP

Rob et al

I just wanted to follow up on my January 14th e mail below by confirming that the arrangements described below – which, again, include my December 27, 2018 letter - may continue through January 25, 2019

Thank you

**JEFFREY C. CARHART**  
Partner

**Miller Thomson LLP**  
Scotia Plaza  
40 King Street West, Suite 5800  
P.O. Box 1011  
Toronto, Ontario M5H 3S1  
**Direct Line:** +1 416.595.8615  
**Fax:** +1 416.595.8695  
**Email:** [jcarhart@millerthomson.com](mailto:jcarhart@millerthomson.com)  
**millerthomson.com**

Connect with us on [LinkedIn](#)  
View my [web page](#)

<image002.png>

Please consider the environment before printing this email.

**From:** Carhart, Jeffrey  
**Sent:** Monday, January 14, 2019 5:33 PM  
**To:** Rob Mollenhauer <[rmoll@certusauto.com](mailto:rmoll@certusauto.com)>  
**Cc:** Swan, Jeffrey ([jeff.swan@td.com](mailto:jeff.swan@td.com)) <[jeff.swan@td.com](mailto:jeff.swan@td.com)>; Sean Zweig ([zweigs@bennettjones.com](mailto:zweigs@bennettjones.com)) <[zweigs@bennettjones.com](mailto:zweigs@bennettjones.com)>; Jack Pulkinen <[JPulkinen@certusauto.com](mailto:JPulkinen@certusauto.com)>; Greg Karpel ([gkarpel@alvarezandmarsal.com](mailto:gkarpel@alvarezandmarsal.com)) <[gkarpel@alvarezandmarsal.com](mailto:gkarpel@alvarezandmarsal.com)>  
**Subject:** RE: TD BANK - CERTUS AUTOMOTIVE GROUP

Rob et al

I just wanted to follow up on my January 7<sup>th</sup> e mail below by confirming that the arrangements described below – which, again, include my December 27, 2018 letter - may continue through January 18, 2019

Thank you

**JEFFREY C. CARHART**  
Partner

**Miller Thomson LLP**  
Scotia Plaza  
40 King Street West, Suite 5800  
P.O. Box 1011  
Toronto, Ontario M5H 3S1  
**Direct Line:** +1 416.595.8615  
**Fax:** +1 416.595.8695  
**Email:** [jcarhart@millerthomson.com](mailto:jcarhart@millerthomson.com)  
[millerthomson.com](http://millerthomson.com)

Connect with us on [LinkedIn](#)  
View my [web page](#)

<image002.png>

Please consider the environment before printing this email.

**From:** Carhart, Jeffrey  
**Sent:** Monday, January 7, 2019 6:31 PM  
**To:** Rob Mollenhauer <[rmoll@certusauto.com](mailto:rmoll@certusauto.com)>  
**Cc:** Swan, Jeffrey ([jeff.swan@td.com](mailto:jeff.swan@td.com)) <[jeff.swan@td.com](mailto:jeff.swan@td.com)>; Sean Zweig ([zweigs@bennettjones.com](mailto:zweigs@bennettjones.com)) <[zweigs@bennettjones.com](mailto:zweigs@bennettjones.com)>; Jack Pulkinen <[JPulkinen@certusauto.com](mailto:JPulkinen@certusauto.com)>; Greg Karpel ([gkarpel@alvarezandmarsal.com](mailto:gkarpel@alvarezandmarsal.com)) <[gkarpel@alvarezandmarsal.com](mailto:gkarpel@alvarezandmarsal.com)>  
**Subject:** RE: TD BANK - CERTUS AUTOMOTIVE GROUP

Everyone

Thank you for attending this morning's meeting.

Specifically we acknowledge receipt of the material provided on Friday and this morning.

We confirm that additional material – including (i) the Grant Thornton engagement letter; (ii) the revised Duff & Phelps engagement letter; and (iii) more detailed cash flow forecast information [which, as we discussed, will be developed and formatted with participation from both Alvarez & Marsal and Deloitte so as to include focus on such matters as the level of the Bank's security coverage, the borrowing base measurements and the level of compliance with other Bank covenants] – is to be delivered during the course of this week

In the meantime, I confirm that the arrangements contemplated in the email exchange below [which, of course, included my December 27, 2018 letter] may continue through the end of this week

Regards,

**JEFFREY C. CARHART**  
Partner

**Miller Thomson LLP**  
Scotia Plaza  
40 King Street West, Suite 5800  
P.O. Box 1011  
Toronto, Ontario M5H 3S1  
**Direct Line:** +1 416.595.8615  
**Fax:** +1 416.595.8695  
**Email:** [jcarhart@millerthomson.com](mailto:jcarhart@millerthomson.com)  
**millerthomson.com**

Connect with us on [LinkedIn](#)  
View my [web page](#)

<image002.png>

Please consider the environment before printing this email.

**From:** Carhart, Jeff  
**Sent:** Friday, December 28, 2018 3:02 PM  
**To:** Rob Mollenhauer <[rmoll@certusauto.com](mailto:rmoll@certusauto.com)>  
**Cc:** Swan, Jeffrey ([jeff.swan@td.com](mailto:jeff.swan@td.com)) <[jeff.swan@td.com](mailto:jeff.swan@td.com)>; Sean Zweig ([zweigs@bennettjones.com](mailto:zweigs@bennettjones.com)) <[zweigs@bennettjones.com](mailto:zweigs@bennettjones.com)>; Jack Pulkinen <[JPulkinen@certusauto.com](mailto:JPulkinen@certusauto.com)>; Greg Karpel ([gkarpel@alvarezandmarsal.com](mailto:gkarpel@alvarezandmarsal.com)) <[gkarpel@alvarezandmarsal.com](mailto:gkarpel@alvarezandmarsal.com)>  
**Subject:** RE: TD BANK - CERTUS AUTOMOTIVE GROUP

Rob et al

The Bank acknowledges your e mail of 12:47 pm today below

In that regard:

1 We note that you did not include my reply e mail to you of 6:02 pm yesterday [which was in response to your additional e mail to me yesterday of 4:14 pm] and that e mail exchange is now

also included in the chain below [in italics]. I have also attached another copy of my December 27<sup>th</sup> letter for reference.

2 With reference to your five points in your 12:47 pm message we note the following:

- (i) With respect to your first point, we have now included the additional response to your additional correspondence below and we reiterate all of what was said in response to the question that you raised.
- (ii) The Bank confirms that the daily reconciliation process will occur at 9:30 am on each business day. The Bank does not accept the balance of this paragraph. In that regard, among other things: (A) First and foremost, the reconciliation of the line of Credit position will reflect what the companies' receipt and payment activities show it to be. (B) Second, as you have written your second point below, you have made no reference to any dollar numbers...accordingly, as you have written it, the second point effectively says that if \$200,000 is received "during the night" and Certus Canada sends wire submissions for \$1,000,000 to the Bank "before 9:30 am" the next day, then, as you put it, "the Bank will accept the wire[s] before they change the available LOC position." Of course, the Bank cannot and does not agree with that wording.
- (iii) The Bank does not agree with your entire third point, as written. The Bank does acknowledge your information that certain funds may be expected to arrive, by wire, in the Certus Canada [US dollar] bank account, at the Bank in Toronto at approximately 4 pm on a business day. With reference to such a time of 4 pm on a business day, the point has already been made above that the next daily reconciliation will occur at 9:30 am the next business day.
- (iv) The Bank does not understand the term "protected for payment." I am sure it is just a typo but there is reference to "these " [plural] and "transaction" [singular]. The Bank acknowledges that Certus Canada has advised that funds have been deposited today with reference to a company payroll scheduled to occur next Friday January 4<sup>th</sup>. The Bank reiterates the important nature of the material which Certus Canada and KPI have agreed to provide to the Bank that day, as referenced in my December 27<sup>th</sup> letter.
- (v) You did not provide particulars of these cheques [number of cheques/ specific amounts/ when they were issued etc] in our call today and no such details are provided below. The Bank is not agreeing to anything in terms of your fifth point, as you have expressed it. As Jeff Swan said repeatedly in today's call : among other things : (A) Certus Canada and KPI are in default of their loan arrangements with the Bank to the extent that, among other things, there is a shortfall in the companies' borrowing base of almost \$4 million [and, again, all references are to US dollars] when measured against the actual borrowings of the companies (B) however, in order to assist the companies in addressing the time period running through to January 4<sup>th</sup>, when the companies agreed to provide the critically important information described in my December 27<sup>th</sup> letter, Jeff Swan and his team sought, and obtained credit approval to make up to an additional principal amount of \$500,000 available to the companies, on the terms set out in my December 27<sup>th</sup> letter. However, as Jeff Swan also said repeatedly during this morning's call, that approval is only in place to the extent described in the December 27<sup>th</sup> letter and this

e mail exchange. It is not possible for Jeff to seek any additional credit approval before January 2<sup>nd</sup> (which is obviously two days before January 4<sup>th</sup>).

**From:** Carhart, Jeff

**Sent:** Thursday, December 27, 2018 6:02 PM

**To:** Rob Mollenhauer <[rmoll@certusauto.com](mailto:rmoll@certusauto.com)>

**Cc:** Jack Pulkinen <[JPulkinen@certusauto.com](mailto:JPulkinen@certusauto.com)>; Sean Zweig ([zweigs@bennettjones.com](mailto:zweigs@bennettjones.com)) <[zweigs@bennettjones.com](mailto:zweigs@bennettjones.com)>; Greg Karpel ([gkarpel@alvarezandmarsal.com](mailto:gkarpel@alvarezandmarsal.com)) <[gkarpel@alvarezandmarsal.com](mailto:gkarpel@alvarezandmarsal.com)>; Swan, Jeffrey <[jeff.swan@td.com](mailto:jeff.swan@td.com)>

**Subject:** RE: TD BANK - CERTUS AUTOMOTIVE GROUP

Rob

The answer to both of your messages can be seen through the following statements and examples:

1 The base situation is that Certus Canada and KPI are in excess of their current credit availability by almost \$4 million (US currency), as we have discussed

2 In the circumstances and with a view to the deliverables contemplated by January 4<sup>th</sup>, as set out in my letter (copy again attached), the Bank has agreed to provide a maximum additional principal amount of \$500,000 of credit availability, subject to daily measurement and reconciliation, as set out in my earlier message and letter.

3 Therefore, to respond to your examples, here are a couple of scenario's based on the following assumed facts (and with all currency references being to U.S. currency) - the assumed facts are that at the end of the day on "day 1," (i) Certus is within the \$4,000,000 excess position and (ii) its aggregate borrowings are \$17, 100,000.....

(a) Example one ....on the morning of "day2," Certus receives \$100,000.....so that takes Certus's outstanding down from \$17,100,000 to \$17,000,000 and now Certus has credit availability of the existing \$17,000,000 plus the full amount of the fresh \$500,000 of credit availability

(b) Example two.....on the morning of "day 2," Certus both:

a. receives the \$100,000 as per example (a) ....but also

b. clears several cheques totaling \$100,000

then that means that, as measured daily, Certus's outstanding amount remains at \$17,100,000 and Certus has credit availability of the existing (drawn) \$17,100,000 plus \$400,000

4 As set out above, and has been discussed a number of times, the Bank is not increasing its position – other than to the extent of its making available the additional maximum principal amount of up to \$500,000 on the terms described.

5 We also stress again that, as reflected in the above examples, these amounts are to be measured and applied on a daily basis.

PS We also acknowledge receipt of Sean's request for a call tomorrow (Friday) morning at 9 am Eastern. Let us know if you would still like to have that call after you have had an opportunity to review this message. Thank you.

**From:** Rob Mollenhauer [<mailto:rmoll@certusauto.com>]  
**Sent:** Thursday, December 27, 2018 4:14 PM  
**To:** Carhart, Jeff <[jcarhart@millertomson.com](mailto:jcarhart@millertomson.com)>  
**Cc:** Jack Pulkinen <[JPulkinen@certusauto.com](mailto:JPulkinen@certusauto.com)>; Sean Zweig ([zweigs@bennettjones.com](mailto:zweigs@bennettjones.com)) <[zweigs@bennettjones.com](mailto:zweigs@bennettjones.com)>; Greg Karpel ([gkarpel@alvarezandmarsal.com](mailto:gkarpel@alvarezandmarsal.com)) <[gkarpel@alvarezandmarsal.com](mailto:gkarpel@alvarezandmarsal.com)>; Swan, Jeffrey <[jeff.swan@td.com](mailto:jeff.swan@td.com)>; Tefik Skera <[tskera@certusauto.com](mailto:tskera@certusauto.com)>; Jim Prokopetz <[jprok@certusauto.com](mailto:jprok@certusauto.com)>  
**Subject:** RE: TD BANK - CERTUS AUTOMOTIVE GROUP

Sorry, one last question

How do we account for our cheques we have issued to suppliers but are not cleared yet? For instance we have over \$300,000 in cheques we have issued that as of today have not been cashed?

Regards,

**Rob**

Rob Mollenhauer

**JEFFREY C. CARHART**

Partner

**Miller Thomson LLP**

Scotia Plaza  
40 King Street West, Suite 5800  
P.O. Box 1011  
Toronto, Ontario M5H 3S1  
**Direct Line:** +1 416.595.8615  
**Fax:** +1 416.595.8695  
**Email:** [jcarhart@millertomson.com](mailto:jcarhart@millertomson.com)  
**millertomson.com**

Connect with us on [LinkedIn](#)  
View my [web page](#)

<image002.png>

Please consider the environment before printing this email.

**From:** Rob Mollenhauer [<mailto:rmoll@certusauto.com>]  
**Sent:** Friday, December 28, 2018 12:47 PM  
**To:** Carhart, Jeff <[jcarhart@millertomson.com](mailto:jcarhart@millertomson.com)>  
**Cc:** Swan, Jeffrey ([jeff.swan@td.com](mailto:jeff.swan@td.com)) <[jeff.swan@td.com](mailto:jeff.swan@td.com)>; Sean Zweig ([zweigs@bennettjones.com](mailto:zweigs@bennettjones.com)) <[zweigs@bennettjones.com](mailto:zweigs@bennettjones.com)>; Jack Pulkinen <[JPulkinen@certusauto.com](mailto:JPulkinen@certusauto.com)>; Tefik Skera <[tskera@certusauto.com](mailto:tskera@certusauto.com)>; Greg Karpel ([gkarpel@alvarezandmarsal.com](mailto:gkarpel@alvarezandmarsal.com)) <[gkarpel@alvarezandmarsal.com](mailto:gkarpel@alvarezandmarsal.com)>; Jim Prokopetz <[jprok@certusauto.com](mailto:jprok@certusauto.com)>  
**Subject:** TD BANK - CERTUS AUTOMOTIVE GROUP



Jeff,

I am confirming that we are in agreement with your letter based on:

- The emails below and as per our call
  - Included in call discussion was that the bank will review balance position of our certus canada US account by 9:30 each morning. If money is received into the LOC account during the night and if wire submissions from us are issued before 9:30 then the bank will accept the wire before they change the available LOC position
  - Also on our call was that money that comes into our account by wire or cheques can be used to make payments that day including the transfer from our TD NY account, that typically is received in Toronto by roughly 4:00. If 100K is received and 100K is paid out then there will not be a change from our available LOC
  - Money being transferred to our canadian and US payroll accounts as well as our interest and principle term loan will be protected for payment. Tefik will send the details on these transaction
  - We are concerned about our cheques we have already issued before we received this letter with the bank's terms until next Friday because we do not know when the cheques will be cleared so hope the bank will provide us some flexibility

Regards

Rob

**From:** Carhart, Jeff <[icarhart@millerthomson.com](mailto:icarhart@millerthomson.com)>  
**Sent:** December 27, 2018 3:12 PM  
**To:** Rob Mollenhauer <[rmoll@certusauto.com](mailto:rmoll@certusauto.com)>; Swan, Jeffrey ([jeff.swan@td.com](mailto:jeff.swan@td.com)) <[jeff.swan@td.com](mailto:jeff.swan@td.com)>  
**Cc:** Sean Zweig <[ZweigS@bennettjones.com](mailto:ZweigS@bennettjones.com)>; Jack Pulkinen <[JPulkinen@certusauto.com](mailto:JPulkinen@certusauto.com)>; 'Greg Karpel' <[gkarpel@alvarezandmarsal.com](mailto:gkarpel@alvarezandmarsal.com)>  
**Subject:** RE: TD BANK - CERTUS AUTOMOTIVE GROUP

Thanks Rob

The Bank agrees with your five points below, subject to these comments:

(a) With respect to your point 5 where you say, "...the bank is granting us an additional \$US \$500K beyond the above..." it must be understood and agreed that that is only correct if the borrowings are not outside of the aggregate \$4 million (U.S. Currency) shortfall referred to in my letter

(b) Also, it must be understood and agreed that these amounts will be measured on a daily basis; in your message you have made reference to other time periods and, again, it must be understood and agreed that all aspects of the arrangements described in my letter will be measured and will apply on a daily basis.

Of course, all deposits are to be made to the existing TD bank accounts

I have reattached a copy of my earlier letter for reference

Please confirm if Certus Canada and KPI agree to these arrangements as contemplated in my letter

Regards,

**JEFFREY C. CARHART**

Partner

**Miller Thomson LLP**

Scotia Plaza

40 King Street West, Suite 5800

P.O. Box 1011

Toronto, Ontario M5H 3S1

**Direct Line:** +1 416.595.8615

**Fax:** +1 416.595.8695

**Email:** [jcarhart@millerthomson.com](mailto:jcarhart@millerthomson.com)

**millerthomson.com**

Connect with us on [LinkedIn](#)

View my [web page](#)

<image002.png>

Please consider the environment before printing this email.

**From:** Rob Mollenhauer [<mailto:rmoll@certusauto.com>]

**Sent:** Thursday, December 27, 2018 1:06 PM

**To:** Carhart, Jeff <[jcarhart@millerthomson.com](mailto:jcarhart@millerthomson.com)>; Swan, Jeffrey ([jeff.swan@td.com](mailto:jeff.swan@td.com)) <[jeff.swan@td.com](mailto:jeff.swan@td.com)>

**Cc:** Sean Zweig <[ZweigS@bennettjones.com](mailto:ZweigS@bennettjones.com)>; Jack Pulkinen <[JPulkinen@certusauto.com](mailto:JPulkinen@certusauto.com)>; Tefik Skera <[tskera@certusauto.com](mailto:tskera@certusauto.com)>; 'Greg Karpel' <[gkarpel@alvarezandmarsal.com](mailto:gkarpel@alvarezandmarsal.com)>; Jim Prokopetz <[jprok@certusauto.com](mailto:jprok@certusauto.com)>

**Subject:** TD BANK - CERTUS AUTOMOTIVE GROUP

Hi Jeff and Jeff,

We are a little confused and it is very important that we have perfect clarity so that we can manage our finances accordingly.

Our last official borrowing base was from 11/30 which was 13.2KK in receivables plus 500K in inventory for a total borrowing base of US\$13.7KK. Please confirm

1. Assuming this is correct then the condition is we cannot access bank financing (OLC) of 13.7KK plus 4KK for a total available financing of 17.7KK. Please confirm
2. So each day and given most of our wire payments are on Fridays, each Friday, after we aggregate our customer's collections our disbursement for payroll and critical suppliers cannot exceed 17.7KK. Please confirm
3. If at the end of Friday, once our disbursements have been successfully wired out, our net position OLC falls below 17.7KK then starting on Monday our effective OLC now becomes the reduced position from Friday after wire payments. As an example if our net position on Friday after wire payments was 17.3KK then starting the next Monday the maximum OLC cannot exceed 17.3KK. Please confirm
4. However the bank is granting us an additional US\$500K beyond the above to cover any cheques that may be in the system and processed. Please confirm if this is the correct interpretation for the additional 500K your reference in the letter.

We would appreciate your clarification.

Regards,

**Rob**

Rob Mollenhauer

<image003.jpg>

510-3300 Bloor St West-West Tower  
Toronto, Ontario M8X 2X2  
Phone: (416) 231-0909 Ext. 222  
[rmoll@certusauto.com](mailto:rmoll@certusauto.com)

**From:** Carhart, Jeff <[jcarhart@millertomson.com](mailto:jcarhart@millertomson.com)>  
**Sent:** Thursday, December 27, 2018 11:18 AM  
**To:** Sean Zweig ([zweigs@bennettjones.com](mailto:zweigs@bennettjones.com)) <[zweigs@bennettjones.com](mailto:zweigs@bennettjones.com)>  
**Cc:** Greg Karpel ([gkarpel@alvarezandmarsal.com](mailto:gkarpel@alvarezandmarsal.com)) <[gkarpel@alvarezandmarsal.com](mailto:gkarpel@alvarezandmarsal.com)>; Rob Mollenhauer <[rmoll@certusauto.com](mailto:rmoll@certusauto.com)>; Jack Pulkinen <[JPulkinen@certusauto.com](mailto:JPulkinen@certusauto.com)>  
**Subject:** TD BANK - CERTUS AUTOMOTIVE GROUP

Dear Sean et al

Please see the attached time sensitive letter

Thank you

**JEFFREY C. CARHART**  
Partner

**Miller Thomson LLP**  
Scotia Plaza  
40 King Street West, Suite 5800  
P.O. Box 1011  
Toronto, Ontario M5H 3S1  
**Direct Line:** +1 416.595.8615  
**Fax:** +1 416.595.8695  
**Email:** [jcarhart@millertomson.com](mailto:jcarhart@millertomson.com)  
[millertomson.com](http://millertomson.com)

Connect with us on [LinkedIn](#)  
View my [web page](#)

<image002.png>

Please consider the environment before printing this email.

You can [subscribe](#) to Miller Thomson's free electronic communications, or [unsubscribe](#) at any time.

CONFIDENTIALITY: This e-mail message (including attachments, if any) is confidential and is intended only for the addressee. Any unauthorized use or disclosure is strictly prohibited. Disclosure of this e-mail to anyone other than the intended addressee does not constitute waiver of privilege. If you have received this communication in error, please notify us immediately and delete this. Thank you for your cooperation. This message has not been encrypted. Special arrangements can be made for encryption upon request. If you no longer wish to receive e-mail messages from Miller Thomson, please contact the sender.

Visit our website at [www.millerthomson.com](http://www.millerthomson.com) for information about our firm and the services we provide.

Il est possible de [s'abonner](#) aux communications électroniques gratuites de Miller Thomson ou de s'en [désabonner](#) à tout moment.

CONFIDENTIALITÉ: Ce message courriel (y compris les pièces jointes, le cas échéant) est confidentiel et destiné uniquement à la personne ou à l'entité à qui il est adressé. Toute utilisation ou divulgation non permise est strictement interdite. L'obligation de confidentialité et de secret professionnel demeure malgré toute divulgation. Si vous avez reçu le présent courriel et ses annexes par erreur, veuillez nous en informer immédiatement et le détruire. Nous vous remercions de votre collaboration. Le présent message n'a pas été crypté. Le cryptage est possible sur demande spéciale. Communiquer avec l'expéditeur pour ne plus recevoir de courriels de la part de Miller Thomson.

Pour tout renseignement au sujet des services offerts par notre cabinet, visitez notre site Web à [www.millerthomson.com](http://www.millerthomson.com)

This e-mail (and any attachments), is confidential and may be privileged. It may be read, copied and used only by intended recipients. Unauthorized access to this e-mail (or attachments) and disclosure or copying of its contents or any action taken in reliance on it is unlawful. Unintended recipients must notify the sender immediately by e-mail/phone & delete it from their system without making any copies or disclosing it to a third person.

This e-mail (and any attachments), is confidential and may be privileged. It may be read, copied and used only by intended recipients. Unauthorized access to this e-mail (or attachments) and disclosure or copying of its contents or any action taken in reliance on it is unlawful. Unintended recipients must notify the sender immediately by e-mail/phone & delete it from their system without making any copies or disclosing it to a third person.

The contents of this message may contain confidential and/or privileged subject matter. If this message has been received in error, please contact the sender and delete all copies. Like other forms of communication, e-mail communications may be vulnerable to interception by unauthorized parties. If you do not wish us to communicate with you by e-mail, please notify us at your earliest convenience. In the absence of such notification, your consent is assumed. Should you choose to allow us to communicate by e-mail, we will not take any additional security measures (such as encryption) unless specifically requested.

If you no longer wish to receive commercial messages, you can unsubscribe by accessing this link: <http://www.bennettjones.com/unsubscribe>

The contents of this message may contain confidential and/or privileged subject matter. If this message has been received in error, please contact the sender and delete all copies. Like other forms of communication, e-mail communications may be vulnerable to interception by unauthorized parties. If you do not wish us to communicate with you by e-mail, please notify us at your earliest convenience. In the absence of such notification, your consent is assumed. Should you choose to allow us to communicate by e-mail, we will not take any additional security measures (such as encryption) unless specifically requested.

If you no longer wish to receive commercial messages, you can unsubscribe by accessing this link: <http://www.bennettjones.com/unsubscribe>

The contents of this message may contain confidential and/or privileged subject matter. If this message has been received in error, please contact the sender and delete all copies. Like other forms of communication, e-mail communications may be vulnerable to interception by unauthorized parties. If you do not wish us to communicate with you by e-mail, please notify us at your earliest convenience. In the absence of such notification, your consent is assumed. Should you choose to allow us to communicate by e-mail, we will not take any additional security measures (such as encryption) unless specifically requested.

If you no longer wish to receive commercial messages, you can unsubscribe by accessing this link: <http://www.bennettjones.com/unsubscribe>



**MILLER THOMSON**  
AVOCATS | LAWYERS

MILLER THOMSON LLP  
SCOTIA PLAZA  
40 KING STREET WEST, SUITE 5800  
P.O. BOX 1011  
TORONTO, ON M5H 3S1  
CANADA

T 416.595.8500  
F 416.595.8695

MILLERTHOMSON.COM

December 27, 2018

**Private and Confidential**

**Sent via E-mail**

**Jeffrey C. Carhart**  
Direct Line: 416.595.8615  
jcarhart@millerthomson.com

File: 0024411.0074

Sean Zweig  
Bennett Jones LLP  
3400 One First Canadian Place  
P.O. Box 130  
Toronto, ON M5X 1A4

Dear Sean:

**Re: Loan Arrangements between The Toronto-Dominion Bank, Certus Automotive Inc., Keen Point International Inc. and the other members of the Certus Automotive Group**

Further to our discussions, I refer to the earlier correspondence sent to your clients Certus Automotive Inc. ("Certus Canada") and Keen Point International Inc. ("KPI") by our client The Toronto-Dominion Bank (the "Bank").

Subject to the balance of the terms of the loan arrangements between Certus Canada, KPI and other members of the Certus Automotive Group and overriding those terms only to the extent necessary to resolve a direct conflict with those terms, I confirm that at this time, in response to the current requests made by Certus Canada and KPI, the Bank is prepared to assist with the short term liquidity of Certus Canada and KPI by providing additional credit availability of up to a maximum principal amount of \$500,000.00 (U.S. Currency) through a maximum period ending January 4, 2019 on the basis that:

- (a) The Bank will monitor the Certus Canada / KPI accounts daily to ensure that, among other things, all net deposits will be applied to reduce the borrowings.
- (b) The aggregate maximum borrowing base shortfall of Certus Canada and KPI may not exceed \$4 million (U.S. Currency).
- (c) Borrowings shall bear interest at an annual rate equal to the Bank's U.S. Base Rate (being the annual rate established by the Bank for commercial loans made by it in U.S. Currency) plus 5%.
- (d) By no later than noon on January 4, 2019, Certus Canada and KPI will – with the assistance of Alvarez & Marsal Canada Inc. and your firm – provide to the Bank: (i) a report as to the status of the proposed re-financing of the current indebtedness to the Bank with Wells Fargo Bank Canada ; and (ii) a detailed set of proposed milestones for consideration by the Bank with respect to potential go forward loan arrangements designed to run through a maximum additional period ending no later than February 15, 2019, as discussed on

December 21, 2018, for the evaluation and consideration of the Bank and its advisor, Deloitte Restructuring Inc.

Please confirm the agreement of Certus Canada and KPI with these terms by no later than noon on December 28, 2018

Thank you.

Yours truly,

MILLER THOMSON LLP

Per:



Jeffrey C. Carhart  
JCC/docpro

cc: Rob Mollenhauer  
Jack Pulkinen  
Greg Karpel



36307315.2

**SCHEDULE I**  
**DETAILS OF INVESTMENT PROGRAM**

See attached.



---

**Private & Confidential**

January 2, 2019

Certus Automotive Inc.  
510-3300 Bloor Street West – West Tower  
Toronto, ON  
M8X 2X2

Attention: Rob Mollenhauer, President

**Re: Sale of Certus Automotive Inc. and Keen Point International Inc.**

This letter (the “Agreement”) will confirm the understanding and agreement reached between Certus Automotive Inc. and Keen Point International Inc. (collectively the “Company”) and Duff & Phelps Securities Canada Limited (“D&P”), a wholly-owned subsidiary of Duff & Phelps Canada Limited, upon the following terms and conditions:

**1. Appointment of D&P**

The Company hereby retains D&P to act as an independent professional contractor in providing advisory services (as set out below) in connection with the possible sale (the “Transaction”) of the shares or assets of the Company.

**2. Performance of Services**

D&P agrees to perform the following services:

- prepare a teaser and Confidential Information Memorandum (“CIM”), in consultation with the Company, which will provide prospective buyers with an understanding of the Company and allow them to assess value. It is expected that the teaser and CIM will be completed by no later than January 31, 2019;
- prepare a list of potential buyers (the “Buyers”) for approval by the Company. It is expected that the list of Buyers will be completed by no later than January 31, 2019;

- upon written consent by the Company, approach those Buyers which have been approved by the Company, including Joyson Holding Co., Ltd. and Hangzhou Laiyuan Import and Export Co. Ltd. (aka Boyaun), where D&P will represent the Company;
- request an expression of interest (“EOI”) from Buyers that have expressed an interest in acquiring the Company. The EOI shall be based on the contents of the CIM and selective other information provided to the Buyers;
- assist the Company in the preparation of due diligence documentation (including hosting an online data room), a management presentation and related materials for review by selected Buyers;
- negotiate with the selected Buyers, to secure a letter of intent (“LOI”) on terms that are satisfactory to the Company;
- review and comment on the Transaction documentation; and
- work with the Company’s legal counsel, tax advisor and other advisors in structuring the Transaction to meet the Company’s objectives; it being understood that D&P is not qualified to, and shall not provide, any legal or tax advice.

### **3. Fee for Services**

D&P will be paid a Work Fee of up to CDN\$75,000 in three (3) equal tranches. The first tranche of the Work Fee of CDN\$25,000 will be payable upon execution of this Agreement. The second tranche of the Work Fee of CDN\$25,000 will be payable upon the Company authorizing D&P to approach approved Buyers. The third tranche of the Work Fee of CDN\$25,000 will be payable upon the Company executing an LOI or similar document with a Buyer. All three tranches of the Work Fee will be credited against a Transaction Fee otherwise payable to D&P.

If the Company consummates a Transaction with a Buyer or other party that executed a confidentiality agreement with the Company during the Term, D&P will be paid a Transaction Fee calculated as:

- three percent (3%) of the Consideration (defined below) received by the Company, its shareholders or related parties in respect of the Transaction up to USD\$50,000,000 (the "Target Price"); plus
- five percent (5%) of the Consideration received by the Company, its shareholders or related parties in respect of the Transaction in excess of the Target Price.

The foregoing is subject to a minimum total Transaction Fee of CDN\$750,000 (including the Work Fee and Transaction Fee). Applicable taxes will be added to our Work Fee and Transaction fee.

For clarity, in the event that a Transaction does not occur during the Term:

- if the Company had not instructed D&P to approach Buyers, the Company's obligation to D&P would be limited to the first tranche of the Work Fee of CDN\$25,000; and
- if the Company had elected to discontinue the sale process after instructing D&P to approach Buyers, but prior to executing an LOI with a Buyer, the Company's obligation to D&P would be limited to the first and second tranches of the Work Fee of CDN\$50,000 in aggregate.

"Consideration" shall include, without limitation or duplication:

- cash, including any escrowed holdback, for shares or assets of the Company;
- the assumption of the Company's non-trade debt, including shareholder loans, operating loans, term loans, capital lease obligations and similar debt obligations, based on their book values at closing;
- the face value of any promissory notes, preferred shares or other securities or non-monetary assets issued from the Buyer or the Company as part of the Transaction; and
- proceeds received pursuant to an earn-out, royalty, or other contingency-type payment.

Consideration shall be computed without reference to any taxes payable as a result of the Transaction.

The Transaction Fee will be paid at the closing date of the Transaction, except for that portion of the Consideration that is contingent upon the future operating results of the Company (e.g. earn-outs or royalty payments), for which the related Transaction Fee in excess of the minimum fee amount will be paid upon the receipt of cash or equivalent from the Buyer.

The Company consents to a direction in the closing documents for the payment of D&P's Transaction Fee.

**4. Provision of Information**

The Company agrees to make available to D&P any information concerning the Company and its assets, obligations, operations or financial data as D&P may reasonably request, from time to time, and as is necessary to enable D&P to perform its obligations pursuant to this Agreement.

**5. Reliance Upon Information**

In order to perform those services as described in Paragraph 2 of this Agreement, D&P shall have the right to rely upon the accuracy and completeness of all information provided to it by the Company. The Company represents and warrants that all of the information made available to D&P during the course of this engagement will be complete and accurate in all material respects. D&P has not been engaged to verify the accuracy or completeness of any information regarding the Company or the Transaction. The parties hereto agree that D&P shall not be responsible, in any manner whatsoever, for any loss or damage suffered by any person whatsoever as a result of any inaccuracy or incompleteness in the information provided to it by the Company.

**6. Confidentiality of Information**

D&P acknowledges that all material, non-public information relating to the Company, received or developed by it during the Term of this Agreement shall be treated as confidential information. All such confidential information may only be disclosed to third parties as may be necessary in order to comply with the terms of this Agreement or as may be agreed to by the Company in writing.

**7. Expenses**

The Company shall reimburse D&P for all reasonable out-of-pocket expenses (e.g. travel, accommodations, etc.) incurred by D&P in the performance of its services hereunder during the Term of this Agreement. Such expenses shall be documented and billed monthly. Any air travel by D&P will be pre-approved by the Company.

**8. No Binding Power**

D&P shall not, without the prior written consent of the Company, enter into any contract or commitment in the name of or on behalf of the Company or bind the Company in any manner whatsoever, with the exception of Confidentiality Agreements, which D&P may have signed by prospective Buyers in advance of providing confidential information belonging to the Company.

**9. Limitation on Liability**

D&P will not assume any responsibility or liability for losses occasioned to the Company, its shareholders, management, employees, affiliates or directors, the Buyer or any other party as a result of this Agreement, the successful consummation of the Transaction or the failure to consummate same.

**10. Release and Indemnification**

The Company hereby releases D&P, its affiliates, principals, partners, employees, officers, directors, agents and permitted assigns (hereinafter the "Releasees"), from any and all, present or future claims, damages, liabilities, costs, expenses and actions in any way relating to or arising from the services provided under this Agreement and the related Transaction, save and except any claims, damages, liabilities, costs, expenses and/or actions resulting from the willful misconduct or the gross negligence of the Releasees in the performance of the Agreement.

The Company agrees to hold harmless and indemnify the Releasees in respect of all costs, including reasonable legal fees, damages, costs and interest, which may be incurred by the Releasees as a result of any action, claim or demand made against the Releasees, or any of them: (i) in any way relating to the matters released herein; or (ii) arising from a claim made by the Company against a third party, if such third party makes a claim for contribution or indemnity under the provisions of the *Negligence Act* (Ontario) and the amendments thereto, or otherwise, or for any other relief from the Releasees in respect of the matters released herein.

The Company warrants that the execution, delivery and performance of this Release and Indemnity have been duly authorized by all necessary corporate acts and do not violate or contravene any by-laws or any other agreement or rule by which such party is bound.

**11. Term**

This Agreement will commence on the date of execution by the Company and continue until either cancelled pursuant to Paragraph 12 or the completion of the Transaction (the "Term").

**12. Termination**

This Agreement will extend for a period of twenty-four (24) months from the date of execution by the Company and will continue thereafter until the completion of the Transaction or by the Company giving D&P thirty (30) days written notice of termination. Subject to the provisions of Paragraph 3 hereof, the parties hereto acknowledge and agree that notwithstanding the expiry or termination of this Agreement, any obligation of the Company to pay to D&P a Transaction Fee, as described in Paragraph 3 of this Agreement, shall survive the Term of this Agreement for a period of eighteen (18) months for any prospective Buyer presented to the Company by D&P or any party that executed a confidentiality agreement or similar document during the Term.

**13. Survival**

Notwithstanding the Termination of this Agreement, as contemplated in Paragraph 12, Paragraph 6 regarding Confidentiality of Information, Paragraph 7 regarding reimbursement of Expenses, Paragraph 9 concerning Liability and Paragraph 10 regarding Release and Indemnification shall remain in effect.

**14. Announcements**

If a Transaction is completed, D&P may, at its option and expense, place advertisements or announcements in such publications or mailings as it may choose, stating that D&P acted as the financial advisor with respect to the Transaction. No Transaction detail shall be released without the written approval of the Company.

**15. Assignment**

Except as may be expressly provided in this Agreement, neither party hereto may assign its rights or obligations hereunder without prior written consent of the other party hereto.

Notwithstanding the foregoing, D&P in its sole discretion may subcontract or delegate any of its duties and obligations hereunder to Duff & Phelps Securities, LLC (“DPS”), a regulated affiliate of D&P, if required to comply with relevant securities laws; and in such event all or a portion of the fees payable hereunder shall be paid directly to such affiliate, and all of the terms and provisions set forth in this Agreement shall apply to D&P and to DPS, *mutatis mutandis*.

**16. Amendment**

No amendment of this Agreement shall be valid or binding unless set forth in writing and duly executed by both parties hereto.

**17. Entire Agreement**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties hereto with respect thereto. There are no representations, warranties, forms, conditions, undertakings or collateral agreements, express, implied or statutory between the parties other than as expressly set forth in this Agreement.

**18. Severability**

If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect the legality, validity or enforceability of the remaining provisions of this Agreement, or the legality, validity or enforceability of that provision in any other jurisdiction.

**19. Governing Law**

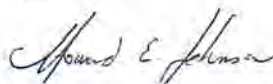
This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada.

If the foregoing is in accordance with your understanding, please sign below as acceptance of this letter as a binding agreement between D&P and the Company, and return it to us by January 10<sup>th</sup>, 2019.

Yours truly,

**Duff & Phelps Securities Canada Limited**

Per:

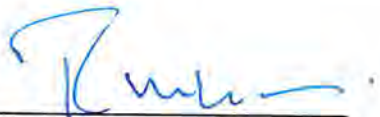


Howard E. Johnson  
Managing Director

The foregoing Agreement is hereby accepted as of the date executed by the Company, below.

On behalf of **Certus Automotive Inc. and Keen Point International Inc.**

Per:



Rob Mollenhauer



Date



**SCHEDULE J**  
**DETAILS OF DIVESTITURE PROGRAM**

See attached.

---

**Private & Confidential**

January 2, 2019

Certus Automotive Inc.  
510-3300 Bloor Street West – West Tower  
Toronto, ON  
M8X 2X2

Attention: Rob Mollenhauer, President

**Re: Sale of Certus Automotive Inc. and Keen Point International Inc.**

This letter (the “Agreement”) will confirm the understanding and agreement reached between Certus Automotive Inc. and Keen Point International Inc. (collectively the “Company”) and Duff & Phelps Securities Canada Limited (“D&P”), a wholly-owned subsidiary of Duff & Phelps Canada Limited, upon the following terms and conditions:

**1. Appointment of D&P**

The Company hereby retains D&P to act as an independent professional contractor in providing advisory services (as set out below) in connection with the possible sale (the “Transaction”) of the shares or assets of the Company.

**2. Performance of Services**

D&P agrees to perform the following services:

- prepare a teaser and Confidential Information Memorandum (“CIM”), in consultation with the Company, which will provide prospective buyers with an understanding of the Company and allow them to assess value. It is expected that the teaser and CIM will be completed by no later than January 31, 2019;
- prepare a list of potential buyers (the “Buyers”) for approval by the Company. It is expected that the list of Buyers will be completed by no later than January 31, 2019;

- upon written consent by the Company, approach those Buyers which have been approved by the Company, including Joyson Holding Co., Ltd. and Hangzhou Laiyuan Import and Export Co. Ltd. (aka Boyaun), where D&P will represent the Company;
- request an expression of interest (“EOI”) from Buyers that have expressed an interest in acquiring the Company. The EOI shall be based on the contents of the CIM and selective other information provided to the Buyers;
- assist the Company in the preparation of due diligence documentation (including hosting an online data room), a management presentation and related materials for review by selected Buyers;
- negotiate with the selected Buyers, to secure a letter of intent (“LOI”) on terms that are satisfactory to the Company;
- review and comment on the Transaction documentation; and
- work with the Company’s legal counsel, tax advisor and other advisors in structuring the Transaction to meet the Company’s objectives; it being understood that D&P is not qualified to, and shall not provide, any legal or tax advice.

### **3. Fee for Services**

D&P will be paid a Work Fee of up to CDN\$75,000 in three (3) equal tranches. The first tranche of the Work Fee of CDN\$25,000 will be payable upon execution of this Agreement. The second tranche of the Work Fee of CDN\$25,000 will be payable upon the Company authorizing D&P to approach approved Buyers. The third tranche of the Work Fee of CDN\$25,000 will be payable upon the Company executing an LOI or similar document with a Buyer. All three tranches of the Work Fee will be credited against a Transaction Fee otherwise payable to D&P.

If the Company consummates a Transaction with a Buyer or other party that executed a confidentiality agreement with the Company during the Term, D&P will be paid a Transaction Fee calculated as:

- three percent (3%) of the Consideration (defined below) received by the Company, its shareholders or related parties in respect of the Transaction up to USD\$50,000,000 (the "Target Price"); plus
- five percent (5%) of the Consideration received by the Company, its shareholders or related parties in respect of the Transaction in excess of the Target Price.

The foregoing is subject to a minimum total Transaction Fee of CDN\$750,000 (including the Work Fee and Transaction Fee). Applicable taxes will be added to our Work Fee and Transaction fee.

For clarity, in the event that a Transaction does not occur during the Term:

- if the Company had not instructed D&P to approach Buyers, the Company's obligation to D&P would be limited to the first tranche of the Work Fee of CDN\$25,000; and
- if the Company had elected to discontinue the sale process after instructing D&P to approach Buyers, but prior to executing an LOI with a Buyer, the Company's obligation to D&P would be limited to the first and second tranches of the Work Fee of CDN\$50,000 in aggregate.

"Consideration" shall include, without limitation or duplication:

- cash, including any escrowed holdback, for shares or assets of the Company;
- the assumption of the Company's non-trade debt, including shareholder loans, operating loans, term loans, capital lease obligations and similar debt obligations, based on their book values at closing;
- the face value of any promissory notes, preferred shares or other securities or non-monetary assets issued from the Buyer or the Company as part of the Transaction; and
- proceeds received pursuant to an earn-out, royalty, or other contingency-type payment.

Consideration shall be computed without reference to any taxes payable as a result of the Transaction.

The Transaction Fee will be paid at the closing date of the Transaction, except for that portion of the Consideration that is contingent upon the future operating results of the Company (e.g. earn-outs or royalty payments), for which the related Transaction Fee in excess of the minimum fee amount will be paid upon the receipt of cash or equivalent from the Buyer.

The Company consents to a direction in the closing documents for the payment of D&P's Transaction Fee.

**4. Provision of Information**

The Company agrees to make available to D&P any information concerning the Company and its assets, obligations, operations or financial data as D&P may reasonably request, from time to time, and as is necessary to enable D&P to perform its obligations pursuant to this Agreement.

**5. Reliance Upon Information**

In order to perform those services as described in Paragraph 2 of this Agreement, D&P shall have the right to rely upon the accuracy and completeness of all information provided to it by the Company. The Company represents and warrants that all of the information made available to D&P during the course of this engagement will be complete and accurate in all material respects. D&P has not been engaged to verify the accuracy or completeness of any information regarding the Company or the Transaction. The parties hereto agree that D&P shall not be responsible, in any manner whatsoever, for any loss or damage suffered by any person whatsoever as a result of any inaccuracy or incompleteness in the information provided to it by the Company.

**6. Confidentiality of Information**

D&P acknowledges that all material, non-public information relating to the Company, received or developed by it during the Term of this Agreement shall be treated as confidential information. All such confidential information may only be disclosed to third parties as may be necessary in order to comply with the terms of this Agreement or as may be agreed to by the Company in writing.

**7. Expenses**

The Company shall reimburse D&P for all reasonable out-of-pocket expenses (e.g. travel, accommodations, etc.) incurred by D&P in the performance of its services hereunder during the Term of this Agreement. Such expenses shall be documented and billed monthly. Any air travel by D&P will be pre-approved by the Company.

**8. No Binding Power**

D&P shall not, without the prior written consent of the Company, enter into any contract or commitment in the name of or on behalf of the Company or bind the Company in any manner whatsoever, with the exception of Confidentiality Agreements, which D&P may have signed by prospective Buyers in advance of providing confidential information belonging to the Company.

**9. Limitation on Liability**

D&P will not assume any responsibility or liability for losses occasioned to the Company, its shareholders, management, employees, affiliates or directors, the Buyer or any other party as a result of this Agreement, the successful consummation of the Transaction or the failure to consummate same.

**10. Release and Indemnification**

The Company hereby releases D&P, its affiliates, principals, partners, employees, officers, directors, agents and permitted assigns (hereinafter the "Releasees"), from any and all, present or future claims, damages, liabilities, costs, expenses and actions in any way relating to or arising from the services provided under this Agreement and the related Transaction, save and except any claims, damages, liabilities, costs, expenses and/or actions resulting from the willful misconduct or the gross negligence of the Releasees in the performance of the Agreement.

The Company agrees to hold harmless and indemnify the Releasees in respect of all costs, including reasonable legal fees, damages, costs and interest, which may be incurred by the Releasees as a result of any action, claim or demand made against the Releasees, or any of them: (i) in any way relating to the matters released herein; or (ii) arising from a claim made by the Company against a third party, if such third party makes a claim for contribution or indemnity under the provisions of the *Negligence Act* (Ontario) and the amendments thereto, or otherwise, or for any other relief from the Releasees in respect of the matters released herein.

The Company warrants that the execution, delivery and performance of this Release and Indemnity have been duly authorized by all necessary corporate acts and do not violate or contravene any by-laws or any other agreement or rule by which such party is bound.

**11. Term**

This Agreement will commence on the date of execution by the Company and continue until either cancelled pursuant to Paragraph 12 or the completion of the Transaction (the "Term").

**12. Termination**

This Agreement will extend for a period of twenty-four (24) months from the date of execution by the Company and will continue thereafter until the completion of the Transaction or by the Company giving D&P thirty (30) days written notice of termination. Subject to the provisions of Paragraph 3 hereof, the parties hereto acknowledge and agree that notwithstanding the expiry or termination of this Agreement, any obligation of the Company to pay to D&P a Transaction Fee, as described in Paragraph 3 of this Agreement, shall survive the Term of this Agreement for a period of eighteen (18) months for any prospective Buyer presented to the Company by D&P or any party that executed a confidentiality agreement or similar document during the Term.

**13. Survival**

Notwithstanding the Termination of this Agreement, as contemplated in Paragraph 12, Paragraph 6 regarding Confidentiality of Information, Paragraph 7 regarding reimbursement of Expenses, Paragraph 9 concerning Liability and Paragraph 10 regarding Release and Indemnification shall remain in effect.

**14. Announcements**

If a Transaction is completed, D&P may, at its option and expense, place advertisements or announcements in such publications or mailings as it may choose, stating that D&P acted as the financial advisor with respect to the Transaction. No Transaction detail shall be released without the written approval of the Company.

**15. Assignment**

Except as may be expressly provided in this Agreement, neither party hereto may assign its rights or obligations hereunder without prior written consent of the other party hereto.

Notwithstanding the foregoing, D&P in its sole discretion may subcontract or delegate any of its duties and obligations hereunder to Duff & Phelps Securities, LLC (“DPS”), a regulated affiliate of D&P, if required to comply with relevant securities laws; and in such event all or a portion of the fees payable hereunder shall be paid directly to such affiliate, and all of the terms and provisions set forth in this Agreement shall apply to D&P and to DPS, *mutatis mutandis*.

**16. Amendment**

No amendment of this Agreement shall be valid or binding unless set forth in writing and duly executed by both parties hereto.

**17. Entire Agreement**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties hereto with respect thereto. There are no representations, warranties, forms, conditions, undertakings or collateral agreements, express, implied or statutory between the parties other than as expressly set forth in this Agreement.

**18. Severability**

If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect the legality, validity or enforceability of the remaining provisions of this Agreement, or the legality, validity or enforceability of that provision in any other jurisdiction.

**19. Governing Law**

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

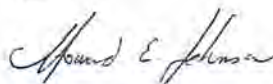


If the foregoing is in accordance with your understanding, please sign below as acceptance of this letter as a binding agreement between D&P and the Company, and return it to us by January 10<sup>th</sup>, 2019.

Yours truly,

**Duff & Phelps Securities Canada Limited**

Per:

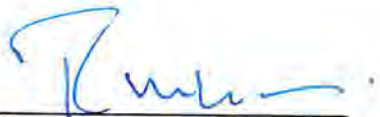


Howard E. Johnson  
Managing Director


The foregoing Agreement is hereby accepted as of the date executed by the Company, below.

On behalf of **Certus Automotive Inc. and Keen Point International Inc.**

Per:



Rob Mollenhauer



Date

**SCHEDULE K**

**NON-OWNED EQUIPMENT AND OTHER ASSETS**

Toshiba and Haitan capital leases

**SCHEDULE L**  
**REFINANCING PROGRAM**

1. The following sheets have been received.
  - (a) Term Sheet dated February 1<sup>st</sup>, 2019 issued by Engenium Fin, S.A. de C.V., SOFOM, ENR (the “**Engenium Term Sheet**”), an executed copy of which is attached hereto as Schedule L-1; and
  - (b) Term Sheet dated February 15, 2019 issued by FGI Worldwide LLC, and accepted by Certus Canada (the “**FGI Term Sheet**”), a fully executed copy of which is attached hereto as Schedule L-2.
2. In connection with Engenium Term Sheet and FGI Terms Sheet, appraisals are ongoing.
  - (a) Hilco Acetec (“**Hilco**”) has been retained to provide appraisals on the Mexico fixed assets owned by Certus Canada and Certus Mexico. Hilco began its appraisal of the Mexico fixed assets on February 20, 2019.
  - (b) Great American Group Advisory & Valuation Services, L.L.C. (“**Great American**”) has been retained to provide appraisals on the inventory of the Certus Automotive Group. Great American began its appraisal of the inventory held by the Certus Automotive Group at the Grand Rapids and Laredo warehouses on February, 21 2019.
3. Banco Nacional De Comercio Exterior has sent an indicative term sheet and the final level of credit approval is expected March 20, 2019.
4. Santander is expected to provide a term sheet within the next one to two weeks from the date of the of this Agreement.



**FORBEARANCE AGREEMENT  
AMENDING AGREEMENT**

**THIS AGREEMENT** is made this 2 day of April, 2019.

**AMONG:**

**THE TORONTO-DOMINION BANK**

(hereinafter sometimes called the “**Bank**”)

OF THE FIRST PART

- and -

**CERTUS AUTOMOTIVE INC.**, a company incorporated under  
the laws of Ontario

(hereinafter sometimes called “**Certus Canada**”)

OF THE SECOND PART

- and -

**KEEN POINT INTERNATIONAL INC.**, a company  
incorporated under the laws of Ontario

(hereinafter sometimes called “**KPI Canada**”)

OF THE THIRD PART

- and -

**KEEN POINT INTERNATIONAL, INC.**, a company  
incorporated under the laws of Michigan

(hereinafter sometimes called “**KPI Michigan**”)

OF THE FOURTH PART

- and -

**R.I.M. MANAGEMENT CO.**, a company incorporated under the  
laws of Michigan

(hereinafter sometimes called “**RIM**”)

OF THE FIFTH PART

- and –

- 2 -

**CERTUS AUTOMOTIVE, S. de R.L. de C.V.**, a company  
incorporated under the laws of Mexico

(hereinafter sometimes called “**Certus Mexico**”)

OF THE SIXTH PART

- and -

**CERTUS AUTOMOTIVE, INC.**, a company incorporated under  
the laws of Michigan

(hereinafter sometimes called “**Certus US**”)

OF THE SEVENTH PART

- and -

**CERTUS AUTOMOTIVE SHENZHEN CO. LTD.**, a company  
incorporated under the laws of China

(hereinafter sometimes called “**Certus China**”)

OF THE EIGHTH PART

- and -

**CERTUS AUTOMOTIVE, (HK) LIMITED**, a  
company incorporated under the Laws of Hong Kong

(hereinafter sometimes called “**Certus Hong Kong**”)

OF THE NINTH PART

- and -

**CERTUS AUTOMOTIVE (EUROPE) GmbH**, a company  
incorporated under the laws of Germany

(hereinafter sometimes called “**Certus Europe**”)

OF THE TENTH PART

- and -

**KORP CO**, a company incorporated under the laws of Michigan

(hereinafter sometimes called “**KC**”)

OF THE ELEVENTH PART

- and -

**KORP CO II**, a company incorporated under the laws of Michigan

(hereinafter sometimes called "**KCII**")

OF THE TWELFTH PART

- and -

**R MOLLENHAUER HOLDINGS I INC.**, a company incorporated under the laws of Ontario

(hereinafter sometimes called "**RMH Inc.**" and together with Certus Europe, Certus Canada, KPI Canada, KPI Michigan, RIM, Certus Mexico, Certus US, Certus China, Certus Hong Kong, KC and KCII are sometimes referred to collectively as the "**Certus Automotive Group**" and individually as members of the Certus Automotive Group)

OF THE THIRTEENTH PART

- and -

**ROB MOLLENHAUER**, of the City of Toronto, Ontario

(hereinafter sometimes called "**Rob**")

OF THE FOURTEENTH PART

- and -

**MICHAEL JAMES PROKOPETZ**, of the City of Clarkston, Michigan

(hereinafter sometimes called "**Jim**")

OF THE FIFTEENTH PART

WHEREAS:

- A. By a Forbearance Agreement dated March 21, 2019 (the "**Forbearance Agreement**"), the Bank, each member of the Certus Automotive Group, Rob and Jim, agreed to a forbearance arrangement, the terms and conditions of which are set out in the Forbearance Agreement.
- B. The Bank, each member of the Certus Automotive Group, Rob and Jim, are desirous of amending the Forbearance Agreement and have agreed to enter into this Amending Agreement (the "**Amending Agreement**").

- C. Cetus Mexico was referred to in the Forbearance Agreement as “Certus Automotive (Mexico) S. de R.L. de C.V.”, whereas in fact, the correct legal name of Certus Mexico does not include “(Mexico)” and is in fact, “Certus Automotive, S. de R.L. de C.V.”. For greater certainty, any reference in the Forbearance Agreement, including any signature page therein, to “Certus Automotive (Mexico) S. de R.L. de C.V.” shall be deemed to refer to “Certus Automotive, S. de R.L. de C.V.” and the Forbearance Agreement shall be hereby deemed to be amended accordingly.
- D. RMH Inc. was referred to in the Forbearance Agreement as “R. Mollenhauer Holdings I Inc.”, whereas in fact, the correct legal name of RMH Inc. does not include a “.” after the “R” and is in fact, “R Mollenhauer Holdings I Inc.”. For greater certainty, any reference in the Forbearance Agreement, including any signature page therein, to “R. Mollenhauer Holdings I Inc.” shall be deemed to refer to “R Mollenhauer Holdings I Inc.” and the Forbearance Agreement shall be hereby deemed to be amended accordingly.

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements contained in the Forbearance Agreement and herein contained, the receipt and sufficiency of which are hereby acknowledged by each of the parties, the parties hereto agree each as follows:

1. Each of the capitalized terms used in this Amending Agreement, except where specifically otherwise defined in this Amending Agreement, shall have the same meaning as set out in the Forbearance Agreement.
2. Recital D of the Forbearance Agreement shall be amended by changing the date of “March 26, 2019” to “March 29, 2019”.
3. Section 1(b) of the Forbearance Agreement shall be amended by changing the date of “26 day of February, 2019” to “19 day of March, 2019”.
4. Section 8(a) of the Forbearance Agreement shall be deleted in its entirety and inserting the following new Section 8(a) in its stead:

“(a) By no later than the 29<sup>th</sup> day of March, 2019, Certus Mexico shall have provided evidence of insurance coverage with respect to all of its real and personal property located in Mexico, including the Queretaro Plant, in form and content satisfactory to the Bank whereby among other things:

- (i) such insurance coverage shall include property coverage and business interruption insurance;
- (ii) such insurance coverage shall recognize the interest of the Bank in such assets ahead of any other creditors, whether as loss payee or assignee; and
- (iii) the insurer shall have confirmed to the Bank that it recognizes the interest of the Bank pursuant to Section 8(a)(ii) and that such insurance coverage is in good standing in all respects and cannot be cancelled without at least twenty (20) days’ prior written notice to the Bank in accordance with Section 27.”



5. Section 8(c) of the Forbearance Agreement shall be deleted in its entirety and inserting the following new Section 8.3(c) in its stead:

“(a) By no later than 5<sup>th</sup> day of April, 2019, the following members of the Certus Automotive Group shall provide the following additional security:

- (i) Certus Mexico and RMH Inc. shall each provide a guarantee in favour of the Bank guaranteeing the Obligations of Certus Canada and KPI Canada, including all the Loans and all present and future indebtedness, fees, expenses and other liabilities direct or indirect or contingent, on the Bank’s standard form for guarantees;
- (ii) KC shall provide a guarantee in favour of the Bank guaranteeing the Obligations of Certus Canada and KPI Canada, including all the Loans and all present and future indebtedness, fees, expenses and other liabilities direct or indirect or contingent, on the Bank’s standard form for guarantees (collectively, the “**KC Guarantee**”). In support of the KC Guarantee, KC shall execute a pledge agreement in favour of the Lender, pursuant to which KC will pledge all of the issued and outstanding shares of Certus Canada held by KC to the Bank; and
- (iii) KCII shall provide a guarantee in favour of the Bank guaranteeing the Obligations of Certus Canada and KPI Canada, including all the Loans and all present and future indebtedness, fees, expenses and other liabilities direct or indirect or contingent, on the Bank’s standard form for guarantees (collectively, the “**KCII Guarantee**”).”

6. Section 13 of the Forbearance Agreement shall be deleted in its entirety and inserting the following new Section 13 in its stead:

Each of the members of the Certus Automotive Group covenants that it will maintain in full force and effect its existing insurance coverage and shall provide evidence to the Bank by no later than 5<sup>th</sup> day of April, 2019, in form and content satisfactory to the Bank, that

- (a) such insurance coverage is in good standing;
  - (b) that the interest of the Bank in such insurance coverage has been recognized by the insurer; and
  - (c) that such insurance coverage cannot be cancelled without at least twenty (20) days’ prior written notice to the Bank in accordance with Section 27.
7. The Forbearance Agreement is further amended by replacing Schedule B (Existing Security) attached to the Forbearance Agreement with Schedule B attached hereto
8. All facts as set out in the recitals to this Amending Agreement are true and accurate in all respects and the parties hereto acknowledge that the recitals form an integral part of this Amending Agreement.

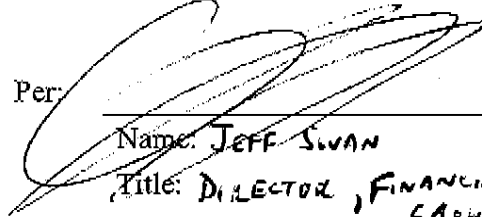
9. This Amending Agreement, and the covenants and conditions to be performed on the part of the Bank, are subject to the following conditions precedent, which conditions are for the sole benefit of the Bank and may be waived by it:
  - (a) The delivery to the Bank and its legal counsel on or before April 2, 2019 of this Amending Agreement, duly executed by each member of the Certus Automotive Group, Rob and Jim.
10. Nothing contained in this Amending Agreement shall have the effect of changing the nature of any of the Obligations from the Certus Automotive Group or the obligations of Rob and Jim in connection with their respective Existing Security and Existing Guarantees nor of obligating the Bank to extend the Forbearance Period.
11. All terms and conditions and all covenants and undertakings provided in the Forbearance Agreement shall, except as expressly amended herein, continue to be in full force and effect and shall be binding upon them, and for greater certainty each of the parties hereto agree to continue to adhere to the provisions of the Forbearance Agreement, except as expressly amended herein.
12. This Amending Agreement shall be binding upon the parties hereto and each of their respective successors and assigns.
13. Time will, in all respects, be of the essence in this Amending Agreement and no extension of time or variation of any term of this Amending Agreement will operate as a waiver of this provision.
14. This Amending Agreement shall be construed and enforce in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract.
15. The expression “herein” and similar expressions used in this Amending Agreement shall mean the Forbearance Agreement as amended and supplemented by this Amending Agreement. References in the Forbearance Agreement to “this Agreement” and similar expressions shall mean the Forbearance Agreement as amended and supplemented by this Amending Agreement.
16. This Amending Agreement (and which incorporates the Forbearance Agreement as referred to above) constitutes the entire agreement of the parties with respect to the subject matter hereof and may not be amended or modified except by written consent signed by all parties.
17. This Amending Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Transmission by facsimile or electronic transmission in PDF format of an executed copy of this Amending Agreement shall be deemed to and constitute due and sufficient delivery of such counterpart

*[signature pages to follow]*

**IN WITNESS WHEREOF** each of the Bank, each member of the Certus Automotive Group, Rob and Jim have executed this Amending Agreement through their authorized representatives, all as of the date and year first above written.

) **THE TORONTO-DOMINION BANK**

) Per: \_\_\_\_\_

) 

) Name: **JEFF SWAN**

) Title: **DIRECTOR, FINANCIAL RETAIL BANKING GROUP**

) Per: \_\_\_\_\_

) Name:

) Title:

) I/We have the authority to bind  
The Toronto-Dominion Bank

) **CERTUS AUTOMOTIVE INC.**

) Per: \_\_\_\_\_

) Name:

) Title:

) Per: \_\_\_\_\_

) Name:

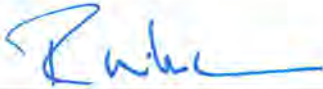
) Title:

) I/We have the authority to bind  
Certus Automotive Inc.

[signature page to Forbearance Agreement Amending Agreement- Certus Automotive Inc. et al.]

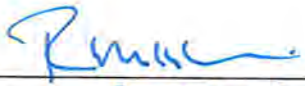
**IN WITNESS WHEREOF** each of the Bank, each member of the Certus Automotive Group, Rob and Jim have executed this Amending Agreement through their authorized representatives, all as of the date and year first above written.

) **THE TORONTO-DOMINION BANK**  
 )  
 )  
 )  
 ) Per: \_\_\_\_\_  
 ) Name:  
 ) Title:  
 )  
 )  
 )  
 ) Per: \_\_\_\_\_  
 ) Name:  
 ) Title:  
 ) I/We have the authority to bind  
 ) The Toronto-Dominion Bank

) **CERTUS AUTOMOTIVE INC.**  
 )  
 )  
 ) Per:  \_\_\_\_\_  
 ) Name: *R. Mollenhauer*  
 ) Title: *President*  
 )  
 )  
 ) Per: \_\_\_\_\_  
 ) Name:  
 ) Title:  
 ) I/We have the authority to bind  
 ) Certus Automotive Inc.

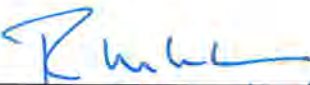
*[signature page to Forbearance Agreement Amending Agreement- Certus Automotive Inc. et al.]*

) KEEN POINT INTERNATIONAL INC.  
)  
)  
)

) Per:   
) Name: R. Mollenhauer  
) Title: President  
)  
)

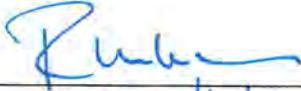
) Per: \_\_\_\_\_  
) Name:  
) Title:  
) I/We have the authority to bind  
) Keen Point International Inc.  
)


) KEEN POINT INTERNATIONAL,  
) INC.  
)  
)

) Per:   
) Name: R. Mollenhauer  
) Title: President  
)  
)

) Per: \_\_\_\_\_  
) Name:  
) Title:  
) I/We have the authority to bind  
) Keen Point International, Inc.  
)

[signature page to Forbearance Agreement Amending Agreement- Certus Automotive Inc. et al.]

) **R.I.M. MANAGEMENT CO.**  
 )  
 )  
 ) Per:   
 ) Name: R. M. M. M. M. M.  
 ) Title: manager  
 )  
 ) Per: \_\_\_\_\_  
 ) Name: \_\_\_\_\_  
 ) Title: \_\_\_\_\_  
 ) I/We have the authority to bind the  
 ) R.I.M. Management Co.

) **CERTUS AUTOMOTIVE (MEXICO)**  
 ) **S. de R.L. de C.V.**  
 )  
 ) Per:   
 ) Name: R. M. M. M. M. M.  
 ) Title: president  
 )  
 ) Per: \_\_\_\_\_  
 ) Name: \_\_\_\_\_  
 ) Title: \_\_\_\_\_  
 ) I/We have the authority to bind  
 ) Certus Automotive (Mexico) S. de  
 ) R.L. de C.V.

[signature page to Forbearance Agreement Amending Agreement- Certus Automotive Inc. et al.]

) **R.I.M. MANAGEMENT CO.**  
)  
)  
)

) Per: \_\_\_\_\_  
)

) Name:  
)

) Title:  
)

) Per: M. J. Prokopetz  
)

) Name: Michael James Prokopetz  
)

) Title: President  
)

) I/We have the authority to bind the  
) R.I.M. Management Co.  
)

) **CERTUS AUTOMOTIVE (MEXICO)**  
) **S. de R.L. de C.V.**  
)  
)

) Per: \_\_\_\_\_  
)

) Name:  
)

) Title:  
)

) Per: \_\_\_\_\_  
)

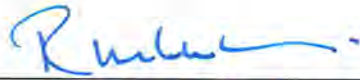
) Name:  
)

) Title:  
)

) I/We have the authority to bind  
) Certus Automotive (Mexico) S. de  
) R.L. de C.V.  
)

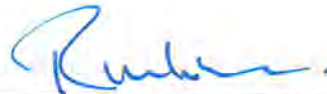
[signature page to Forbearance Agreement Amending Agreement- Certus Automotive Inc. et al.]

) **R.I.M. MANAGEMENT CO.**  
)  
)  
)

) Per:   
) Name: Rob Mollenhauer  
) Title: Partner

) Per: \_\_\_\_\_  
) Name:  
) Title:  
) I/We have the authority to bind the  
) R.I.M. Management Co.

) **CERTUS AUTOMOTIVE, S. de R.L. de**  
) **C.V.**  
)  
)

) Per:   
) Name: Rob Mollenhauer  
) Title: President

) Per: \_\_\_\_\_  
) Name:  
) Title:  
) I/We have the authority to bind  
) Certus Automotive (Mexico) S. de  
) R.L. de C.V.

[signature page to Forbearance Agreement Amending Agreement- Certus Automotive Inc, et al.]

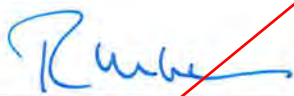


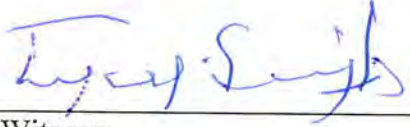








) **R. MOLLENHAUER HOLDINGS I**  
 ) **INC.**  
 )  
 )  
 )  
 ) Per:   
 ) Name: R. Mollenhauer  
 ) Title: President  
 )  
 ) Per: \_\_\_\_\_  
 ) Name: \_\_\_\_\_  
 ) Title: \_\_\_\_\_  
 ) I/We have the authority to bind R.  
 ) Mollenhauer Holdings I Inc.

  
 )  
 ) Witness:  
 ) Name: Jayal Kaintura  
 ) Address: 5 Blackstone River  
 ) Dr. Brampton  
 ) ON, L6R3V5

  
 )  
 ) **ROB MOLLENHAUER**

\_\_\_\_\_  
 )  
 ) Witness:  
 ) Name:  
 ) Address:

\_\_\_\_\_  
 )  
 ) **MICHAEL JAMES PROKOPETZ**

[signature page to Forbearance Agreement Amending Agreement- Certus Automotive Inc. et al.]


) **R. MOLLENHAUER HOLDINGS I**  
) **INC.**

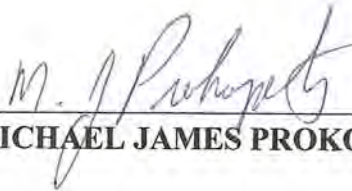
)  
)  
)  
)  
) Per: \_\_\_\_\_  
) Name:  
) Title:

)  
)  
)  
)  
) Per: \_\_\_\_\_  
) Name:  
) Title:  
) I/We have the authority to bind R.  
) Mollenhauer Holdings I Inc.

\_\_\_\_\_  
Witness:  
Name:  
Address:

\_\_\_\_\_  
**ROB MOLLENHAUER**

  
\_\_\_\_\_  
Witness:  
Name: Sergio Alfaro Navarro  
Address: Santa Fe 118-45  
Juriquilla, Querétaro

  
\_\_\_\_\_  
**MICHAEL JAMES PROKOPETZ**

[signature page to Forbearance Agreement Amending Agreement- Certus Automotive Inc. et al.]

**SCHEDULE B****EXISTING SECURITY**

Date of Security Document:	Copy attached to PPSA registration – signature page with date is missing.
Issued By:	Certus Canada
Description:	General Security Agreement

Date of Security Document:	March 29, 2011
Issued By:	KPI Canada
Description:	General Security Agreement

Date of Security Document:	March 30, 2011
Issued By:	KPI Canada
Description:	Assignment of Life Insurance on Robert Mollenhauer in the amount of \$4,000,000

Date of Security Document:	May 7, 2013
Issued By:	Certus US
Description:	UCC Security Agreement

Date of Security Document:	March 7, 2013
Issued By:	KPI Michigan
Description:	UCC Security Agreement

Date of Security Document:	April 17, 2018
Issued By:	Certus Canada
Description:	Formalized and registered Non-Possessory Pledge Over Assets held in Mexico



Date of Security Document:	December 20, 2016
Issued By:	Certus Canada
Description:	Formalized and registered Partnership Interests Pledge Agreement in respect to certain partnership interests owned by Certus Canada in Certus Mexico.

Date of Security Document:	April 17, 2018
Issued By:	Certus Mexico
Description:	Formalized and registered Non-Possessory Pledge Over Assets held in Mexico

Date of Security Document:	December 20, 2016
Issued By:	RHM Inc.
Description:	Formalized and registered Partnership Interest Agreement in respect to certain partnership interest owned by RMH Inc. in Certus Mexico.

Date of Security Document:	February 21, 2019
Issued By:	Jim
Description:	Assignment of Term Deposits and Credit Balances

Date of Security Document:	February 21, 2019
Issued By:	Rob
Description:	Assignment of Term Deposits and Credit Balances





**FORBEARANCE AGREEMENT  
SECOND AMENDING AGREEMENT**

**THIS AGREEMENT** is made this 1<sup>st</sup> day of August, 2019.

**AMONG:**

**THE TORONTO-DOMINION BANK**

(hereinafter sometimes called the “**Bank**”)

OF THE FIRST PART

- and -

**CERTUS AUTOMOTIVE INC.**, a company incorporated under  
the laws of Ontario

(hereinafter sometimes called “**Certus Canada**”)

OF THE SECOND PART

- and -

**KEEN POINT INTERNATIONAL INC.**, a company  
incorporated under the laws of Ontario

(hereinafter sometimes called “**KPI Canada**”)

OF THE THIRD PART

- and -

**KEEN POINT INTERNATIONAL, INC.**, a company  
incorporated under the laws of Michigan

(hereinafter sometimes called “**KPI Michigan**”)

OF THE FOURTH PART

- and -

**R.I.M. MANAGEMENT CO.**, a company incorporated under the  
laws of Michigan

(hereinafter sometimes called “**RIM**”)

OF THE FIFTH PART

- and –

**CERTUS AUTOMOTIVE, S. de R.L. de C.V.**, a company  
incorporated under the laws of Mexico

(hereinafter sometimes called “**Certus Mexico**”)

OF THE SIXTH PART

- and -

**CERTUS AUTOMOTIVE, INC.**, a company incorporated under  
the laws of Michigan

(hereinafter sometimes called “**Certus US**”)

OF THE SEVENTH PART

- and -

**CERTUS AUTOMOTIVE SHENZHEN CO. LTD.**, a company  
incorporated under the laws of China

(hereinafter sometimes called “**Certus China**”)

OF THE EIGHTH PART

- and -

**CERTUS AUTOMOTIVE, (HK) LIMITED**, a company  
incorporated under the Laws of Hong Kong

(hereinafter sometimes called “**Certus Hong Kong**”)

OF THE NINTH PART

- and -

**CERTUS AUTOMOTIVE (EUROPE) GmbH**, a company  
incorporated under the laws of Germany

(hereinafter sometimes called “**Certus Europe**”)

OF THE TENTH PART

- and -

**KORP CO.**, a company incorporated under the laws of Michigan

(hereinafter sometimes called “**KC**”)

OF THE ELEVENTH PART

- and -

**KORP CO. II**, a company incorporated under the laws of Michigan

(hereinafter sometimes called “**KCII**”)

OF THE TWELFTH PART

- and -

**R MOLLENHAUER HOLDINGS I INC.**, a company incorporated under the laws of Ontario

(hereinafter sometimes called “**RMH Inc.**” and together with Certus Europe, Certus Canada, KPI Canada, KPI Michigan, RIM, Certus Mexico, Certus US, Certus China, Certus Hong Kong, KC and KCII are sometimes referred to collectively as the “**Certus Automotive Group**” and individually as members of the Certus Automotive Group)

OF THE THIRTEENTH PART

- and -

**ROB MOLLENHAUER**, of the City of Toronto, Ontario

(hereinafter sometimes called “**Rob**”)

OF THE FOURTEENTH PART

- and -

**MICHAEL JAMES PROKOPETZ**, of the City of Clarkston, Michigan

(hereinafter sometimes called “**Jim**”)

OF THE FIFTEENTH PART

WHEREAS:

- A. By a Forbearance Agreement dated March 21, 2019 (the “**Original Forbearance Agreement**”) as amended by an Amending Agreement dated April 2, 2019 (such Original Forbearance Agreement, as amended, and as may be further amended, restated, supplemented from time to time, collectively, the “**Forbearance Agreement**”), the Bank, each member of the Certus Automotive Group, Rob and Jim, agreed to a forbearance arrangement, the terms and conditions of which are set out in the Forbearance Agreement.

- B. The Bank, each member of the Certus Automotive Group, Rob and Jim, are desirous of further amending the Forbearance Agreement and have agreed to enter into this Second Amending Agreement (the “**Amending Agreement**”).
- C. Korp Co. was referred to in the Forbearance Agreement as “Korp Co”, whereas in fact, the correct legal name of KC includes a “(.)” after “Co” and is in fact, “Korp Co.”. For greater certainty, any reference in the Forbearance Agreement, including any signature page therein, to “Korp Co” shall be deemed to refer to “Korp Co.” and the Forbearance Agreement shall be hereby deemed to be amended accordingly.
- D. Korp Co. II was referred to in the Forbearance Agreement as “Korp Co II”, whereas in fact, the correct legal name of KCII includes a “.” after the “Co” and is in fact, “Korp Co. II”. For greater certainty, any reference in the Forbearance Agreement, including any signature page therein, to “Korp Co II” shall be deemed to refer to “Korp Co. II” and the Forbearance Agreement shall be hereby deemed to be amended accordingly.
- E. In Recital F of the Original Forbearance Agreement, each of members of the Certus Automotive Group, Rob and Jim jointly and severally acknowledged and agreed and represented and warranted to the Bank that the share ownership structure set out in Schedule D to the Forbearance Agreement (the “**Original Ownership Structure**”) was true and accurate in all respects and formed an essential part of the Forbearance Agreement in all respects. However, the Bank was advised by way of a letter dated June 21, 2019 from Grant Thornton (British Virgin Islands) Limited to the Bank (the “**Grant Thornton Letter**”) that Euroshare Ltd. was liquidated and dissolved on March 23, 2018. Accordingly, the Original Ownership Structure provided by the Certus Automotive Group, Rob and Jim was at the time of execution of the Forbearance Agreement incorrect and inaccurate and continues to be incorrect and inaccurate, which constitutes an Event of Default under the Forbearance Agreement (“**Breach 1**”). A copy of the Grant Thornton Letter and correspondence between the Bank and Certus Canada regarding the dissolution of Euroshare Ltd. is attached as Schedule A.
- F. In accordance with Recital F of the Original Forbearance Agreement, the Certus Automotive Group was required to provide an updated share ownership structure of the Certus Automotive Group. The Forbearance Agreement is amended by replacing the Share Ownership Structure Chart in Schedule D (Share Ownership Structure) to the Forbearance Agreement with an updated Share Ownership Chart which will be provided by the Certus Automotive Group to the Bank within two (2) business days of the execution of this Amending Agreement, and upon the Bank’s receipt of same to the Bank’s satisfaction, such updated Share Ownership Chart shall be attached hereto as Schedule B.
- G. The Certus Automotive Group failed to provide the Bank with a signed binding credit agreement on or before April 5, 2019, on terms satisfactory to the Bank, acting reasonably, as contemplated in the Forbearance Agreement and therefore was required to provide the Bank with the Wind-Down Plan on April 12, 2019.
- H. On or around April 9, 2019, the Bank was advised by Grant Thornton LLP that the Certus Automotive Group did not intend to provide the Wind-Down Plan on or before April 12, 2019.

- I. Certus Automotive Group failed to provide the Bank with the Wind-Down Plan on April 12, 2019, which constitutes an Event of Default under the Forbearance Agreement (“**Breach 2**”). Further, on April 17, 2019, Certus Automotive Group advised the Bank that not only was the Wind-Down Plan not completed, no steps whatsoever had been taken to prepare the Wind-Down Plan, including contacting Alvarez & Marsal, to participate fully in the preparation of the Wind-Down Plan, as required pursuant to the Forbearance Agreement.
- J. The Certus Automotive Group did not repay the Obligations in full at the expiration of the Forbearance Agreement, as required pursuant to the Forbearance Agreement, which also constitutes an Event of Default and a further breach (“**Breach 3**”, and together with Breach 1 and Breach 2, the “**Breaches**”) under the Forbearance Agreement.
- K. The Bank is in a position to enforce the Existing Security and the Additional Security and pursue all rights and remedies it may have in connection with respect to each of the members of the Certus Automotive Group, as it deems appropriate, including without limitation, by way of the appointment of a receiver and manager.
- L. The Certus Automotive Group advised the Bank that the Certus Automotive Group was negotiating a loan arrangement with FGI Worldwide LLC (“**FGI**”), which such loan arrangement was anticipated to close in, first, June 2019 and, second, by no later than mid-July, 2019 (the “**FGI Loan Arrangement**”).
- M. The Certus Automotive Group advised the Bank that under the FGI Loan Arrangement, FGI would, among other things, loan a principal amount of US\$13,000,000 to the Certus Automotive Group, which was to have been used in full to pay down the Obligations (the “**FGI Repayment**”) and pursuant to which, among other things, the operating credit facility with the Bank would be permanently terminated.
- N. In connection with the FGI Loan Repayment, the Bank was prepared to agree to amend the terms of the Credit Agreement in accordance with a term sheet (the “**Term Sheet**”) prepared by the Bank and provided that:
- (a) the FGI Repayment was to have been made by no later than the 12<sup>th</sup> day of July, 2019, such that the remaining Obligations of the Certus Automotive Group to the Bank would have been no more than an amount as agreed to between the Bank and Certus Automotive (the “**Remaining Obligations**”); and
  - (b) EDC would have confirmed to the Bank that it guarantees the Remaining Obligations of the Certus Automotive to the Bank up to an amount of no less than CDN\$6,600,000 (or its US\$ equivalent), on terms satisfactory to the Bank,

and on certain additional terms pursuant to which the Certus Automotive Group would repay the balance of the Remaining Obligations over twelve months from the date of drawdown (amortized over eighty-four months from the date of drawdown) in accordance with the Term Sheet, subject to the balance of the terms of the Forbearance

Agreement, as amended, including acceleration of the Obligations (which includes, for greater certainty, the Remaining Obligations) in an Event of Default.

- O. The parties expended significant time, efforts and resources working towards completion of the FGI Loan Arrangement and FGI Repayment transactions. During the time of such efforts, the Certus Automotive Group repeatedly asked the Bank to increase the amount of the Remaining Obligations and the Bank resubmitted the matter to its credit department for consideration before agreeing, conditionally, on the amount set out in Recital N(a) with respect to the Remaining Obligations.
- P. On June 28, 2019, Rob Mollenhauer of the Certus Automotive Group wrote to the Bank and advised that the FGI Loan Arrangement and FGI Repayment transactions were on hold, stating, in part, as follows:

**From:** Rob Mollenhauer <rmoll@certusauto.com>  
**Sent:** Friday, June 28, 2019 1:48:03 PM  
**To:** Swan, Jeffrey  
**Cc:** Phongsivorabout, Richard; Jack Pulkinen; Jim Prokopetz;  
Sean Zweig; Wootton, Daniel  
**Subject:** FW: Refinancing On Hold

Jeff,

Unfortunately it appears that the FGI financing is on hold. Their formulas for calculating advance rates on receivables and inventory are complex and they have not provided a definitive closing number until we pressed them last night. Unfortunately their final number is 2 million short of our requirement particularly when you take into account we have to be able to manage during the traditional slow automotive sales period in July, November and December.

I am very sorry that this happened at the 11<sup>th</sup> hour and impacted our closing. However, it would not be prudent to proceed with FGI on their ABL terms without knowing that we will be properly covered throughout the year. For us to proceed with FGI based on their approach to funding we will require a TD term loan of US\$12.0KK.

- Q. Each of the members of the Certus Automotive Group has indicated to the Bank that it can revive the FGI Loan Arrangement and in connection therewith complete the FGI Repayment and the operating credit facility with the Bank will be permanently terminated. In particular, the Certus Automotive Group shall obtain and deliver to the Bank a binding FGI commitment letter (the "**FGI Commitment Letter**"), to the satisfaction of the Bank, by no later than August 13, 2019, which sets out the terms and conditions in connection with the FGI Loan Arrangement. In accordance with the FGI Commitment Letter, the FGI Loan Arrangement is anticipated to close on or before August 23, 2019 (the "**FGI Closing Date**"). For greater certainty, it is expressly confirmed and agreed by each of the members of the Certus Automotive Group that,

without limitation, on the closing of this new FGI transaction the operating credit facility with the Bank will be permanently terminated.

R. Provided that:

- (a) the FGI Repayment is made by no later than the FGI Closing Date (or such other date agreed to by the Bank in its sole discretion), such that the Remaining Obligations of the Certus Automotive Group to the Bank will not be more than US\$12,000,000 (or its CDN\$ equivalent) in the aggregate; and
- (b) EDC has confirmed to the Bank that it guarantees the Remaining Obligations of the Certus Automotive, Rob and Jim to the Bank up to an amount of no less than CDN\$10,000,000 (or its US\$ equivalent), on terms satisfactory to the Bank,

then, notwithstanding Section 16 of the Original Forbearance Agreement, the Bank is prepared to allow the Certus Automotive Group, Rob and Jim to repay the balance of the Remaining Obligations over twelve months from the date of drawdown (amortized over eighty-four months from the date of drawdown) in accordance with the Term Sheet and the Amending Letter Agreement (as such term is defined herein), subject to the balance of the terms of the Forbearance Agreement (which includes this Amending Agreement in accordance with Recital A and Section 4), including acceleration of the Obligations (which includes, for greater certainty, the Remaining Obligations) in an Event of Default.

S. The Certus Automotive Group has prepared or shall prepare financial forecasts for the period from the week of July 19, 2019 through to the week of October 11, 2019, a copy of which forecasts shall be attached hereto as Schedule E (the “**Financial Forecasts**”) within five (5) business days of the execution of this Amending Agreement. Among other things, the Financial Forecasts shall include the following:

- (a) usage of the 2019 Temporary Bulge facility operating credit facility contemplated in section 13 of this Agreement;
- (b) the closing of the FGI Loan Arrangement on the FGI Closing Date; and
- (c) the FGI Repayment is made to the Bank by no later than the FGI Closing Date (or such other date agreed to by the Bank as evidenced in writing), such that the only Obligations of the Certus Automotive Group to the Bank are the Remaining Obligations.

T. Each of the members of the Certus Automotive Group, Rob and Jim jointly and severally acknowledges and agrees that it has received and reviewed copies of the invoices of the Bank’s legal fees and expenses incurred through the date of execution of this Amending Agreement (the “**Legal Fee Invoices**”) and confirms that the amounts set out in the Legal Fee Invoices are fully due and owing to the Bank as part of the Borrower’s Obligations, and the aggregate amount of the Legal Fee Invoices is set out in Schedule D attached hereto. The Legal Fee Invoices will be paid in equal consecutive instalments



over an eight (8) week period payable on the first business day of each week, and the first such instalment shall commence on the earlier of: a) first business day of the week immediately following the FGI Closing Date; and b) first business day of the week immediately following date the FGI Loan Arrangement is placed on hold or terminated.

- U. The Certus Automotive Group, Rob and Jim have each requested that the Bank forbear from exercising its Enforcement Rights.
- V. The Certus Automotive Group, Rob and Jim, as applicable, have each agreed to observe all of the provisions of this Agreement.
- W. The Certus Automotive Group, Rob and Jim have requested, and the Bank hereby agrees, subject to the terms and conditions herein, to tolerate (i) the Breaches; (ii) the failure of the Certus Automotive Group to complete the FGI Loan Arrangement and FGI Repayment transaction; (iii) to refrain from pursuing any of its remedies available under the Forbearance Agreement or elsewhere; and (iv) to amend and supplement certain provisions of the Forbearance Agreement.

**NOW THEREFORE**, this Agreement witnesses that in consideration of the mutual promises, covenants and agreements contained in the Forbearance Agreement and herein contained, and the sum of \$10.00 and other good valuable consideration the receipt and sufficiency of which are hereby acknowledged by each of the parties, the parties hereto agree each as follows:

#### **AGREEMENTS, COVENANTS, REPRESENTATIONS AND WARRANTIES**

1. Each of the capitalized terms used in this Amending Agreement, except where specifically otherwise defined in this Amending Agreement, shall have the same meaning as set out in the Forbearance Agreement.
2. All facts as set out in the recitals to this Amending Agreement are true and accurate in all respects, including for greater certainty the facts regarding the Breaches, and the parties hereto acknowledge that the recitals form an integral part of this Amending Agreement.
3. All terms and conditions and all recitals, covenants, representations, warranties, releases and undertakings provided for in the Forbearance Agreement are hereby affirmed, confirmed and agreed to, with effect as of the date of this Amending Agreement, save only to the extent, if any, to which the provisions of the Forbearance Agreement are amended or supplemented by the provisions of this Amending Agreement and provided that in the event of any express conflict between the provisions of this Amending Agreement and the provisions of the Forbearance Agreement, the provisions of this Amending Agreement shall govern to the extent necessary only to resolve such conflict. The expression "herein" and similar expressions used in this Amending Agreement shall mean the Forbearance Agreement as amended and supplemented by this Amending Agreement. References in the Forbearance Agreement to "this Agreement" and similar expressions shall mean the Forbearance Agreement as amended and supplemented by this Amending Agreement.
4. Nothing contained in this Amending Agreement shall have the effect of changing the nature of any of the Obligations from the Certus Automotive Group or the obligations of

Rob and Jim in connection with their respective Existing Security, Additional Security and Existing Guarantees and Additional Guarantees nor of obligating the Bank to extend the Forbearance Period other than as expressly provided for herein.

5. None of the Certus Automotive Group, Rob or Jim dispute their respective liability to repay the Obligations, including the Loans and/or the amounts they have guaranteed, on any basis whatsoever and each member of Certus Automotive Group, Rob and Jim jointly and severally acknowledge and agree that:
  - (a) they have no claims for set-off, counterclaim or damages on any basis whatsoever against the Bank or any of its directors, officers, employees, representative or agents; and
  - (b) for value received waive any argument or defence that the failure of the Bank to take immediate steps to demand payment of its Loans, or to take any steps to exercise its rights as a result of the Breach constitutes a waiver of any rights the Bank may have arising out of the Breach or any breach of the same covenant at any other time.
6. The Bank hereby expressly reserves all rights and remedies to which it is entitled under the Forbearance Agreement and at law.
7. Recital S of the Original Forbearance Agreement shall be amended by replacing the date of "May 1, 2019" with the date of "October 31, 2019".
8. Recital V of the Original Forbearance Agreement shall be amended by replacing the date of "May 1, 2019" with the date of "October 31, 2019".
9. Section 16 of the Original Forbearance Agreement shall be amended by replacing the date of "1<sup>st</sup> of May 2019" with the date of "31<sup>st</sup> of October 2019".
10. Provided that there has been no Event of Default (other than the Breaches), then the Bank agrees to enter into discussions with the Borrowers to consider suitable terms and conditions for loan arrangements beyond the expiry of the Forbearance Period, including the consideration of the conditions as to additional equity and/or security for the Obligations, provided that nothing whatsoever in this Section 10 shall be construed as an obligation or a commitment on the part of the Bank to enter into any such arrangements.
11. Each of the Certus Automotive Group, Rob and Jim jointly and severally agree that, other than as expressly provided herein, the execution of the Amending Letter Agreement shall not in any way: a) alter the terms of the Forbearance Agreement; b) change the nature of any of the Obligations from the Certus Automotive Group; c) change the obligations of Rob and Jim in connection with their respective Existing Security, Additional Security and Existing Guarantees and Additional Guarantees; or d) obligate the Bank to extend the Forbearance Period other than as expressly provided for herein.
12. Each of the members of the Certus Automotive Group shall carry out their business in compliance with the Financial Forecasts.

13. Subject to adherence in all respects with the terms of the Forbearance Agreement, including for greater certainty, this Amending Agreement, during the term of the Forbearance Agreement the maximum principal amount of the 2019 Temporary Bulge shall be US\$17,600,000.00. For greater certainty, it is further jointly and severally agreed by the Certus Automotive Group, Rob and Jim that in calculating the borrowing availability under the 2019 Temporary Bulge Facility, the borrowing base of Certus Canada and KPI Canada shall be not less than US\$19.1 million (being US\$17.6 million, plus US\$1.5 million), unless otherwise expressly agreed to, by the Bank, from time to time and which agreement must be evidenced in writing.
14. Without limitation, in accordance with Section 22 of the Original Forbearance Agreement, upon the occurrence of an Event of Default or otherwise at the expiration of the Forbearance Period, each member of the Certus Automotive Group, Rob and Jim consent to the appointment of a receiver, and in that regard they specifically consent to the making of an Order in these circumstances, substantially in the form attached hereto as Schedule C.
15. As of the date of this Amending Agreement, the aggregate principal amount of the Borrowers' Obligations (which includes, for greater certainty, the aggregate amount of the Legal Fee Invoices in accordance with Recital T hereof) to the Bank includes the amounts as set out in Schedule D hereto, and such amounts remain due and owing in full to the Bank.
16. As consideration for the Bank entering into this Amending Agreement, each member of the Certus Automotive Group jointly and severally agrees to pay to the Bank an amendment fee in the aggregate amount of CDN\$100,000, which fee is fully earned at the time of execution of this Amending Agreement and such fee, for greater certainty, is included in Schedule D hereto. Such fee will be paid in equal consecutive instalments over an eight (8) week period payable on the first business day of each week, and the first such instalment shall commence on the earlier of: a) the first business day of the week immediately following the FGI Closing Date; and b) the first business day of the week immediately following the date that the FGI Loan Arrangement is either placed on hold or terminated.
17. Each member of the Certus Automotive Group, Rob and Jim jointly and severally covenant and agree with the Bank that they will continue to adhere to the provisions of the Forbearance Agreement, as applicable.
18. Each member of the Certus Automotive Group, Rob and Jim jointly and severally covenant and agree to promptly provide, as determined by the Bank in its sole discretion, acting reasonably, to the Bank and its Advisor all information pertaining to the business of the Certus Automotive Group, the Existing Security, the Additional Security, the Existing Guarantees and Additional Guarantees, or any additional information related thereto as the Bank or its Advisor may reasonably request from time to time.
19. Each member of the Certus Automotive Group, Rob and Jim jointly and severally covenant and agree that they will promptly respond to all reasonable requests for information concerning each member of the Certus Automotive Group from the Bank's Advisor.

20. Subject to Sections 22 and 23 hereof, each member of the Certus Automotive Group, Rob and Jim jointly and severally agree that the Bank's Advisor shall prepare the Wind-Down Plan. Each member of the Certus Automotive Group, Rob and Jim jointly and severally further agree to cooperate with the Bank's Advisor to permit the preparation of the Wind-Down Plan. The Wind-Down Plan shall address all relevant considerations including, but not limited to, the following:
- (a) maximization of values and all assets of the Certus Automotive Group;
  - (b) communication plans with direct customers and original equipment manufacturers (but for greater certainty, the Bank's Advisor shall not have any communications during the Forbearance Period with such customers or manufacturers or any suppliers unless there is an Event of Default (other than the Breaches));
  - (c) an operation program;
  - (d) a sale program (in this regard the Bank's Advisor will use commercially reasonable efforts to work with Duff and Phelps LLP to utilize the work done by Duff and Phelps LLP on a sale program provided that the Bank's Advisor receives full cooperation from Duff and Phelps LLP on a timely basis);
  - (e) accommodation agreements with customers and original equipment manufacturers; and
  - (f) cash flow forecasts.
21. Subject to Section 22 and 23 hereof, during the term of the term of the Forbearance Period each member of the Certus Automotive Group, Rob and Jim jointly and severally agree to give priority to the Wind-Down Plan, to act in good faith at all times in that regard and to provide contact information of and access to relevant personnel of the Certus Automotive Group in this regard. Further, in addition to items (a) through (f) in Section 20, in connection with the Wind-Down Plan each member of the Certus Automotive Group, Rob and Jim further jointly and severally agree to adhere to the additional requirements – and to provide the additional information – set out in Schedule F in accordance with the timelines contemplated in Schedule F.

#### **SUSPENSION OF WIND-DOWN PLAN**

22. Notwithstanding anything stated herein or in the Original Forbearance Agreement, as amended from time to time, the Wind-Down Plan shall be held in abeyance during the period when the FGI Loan Arrangements are being pursued in accordance with the terms hereof provided that:
- (a) the FGI Loan Arrangements is completed in accordance with the FGI Commitment Letter on or before the FGI Closing Date (or such other date agreed to by the Bank in its sole discretion); and
  - (b) an Event of Default (unless waived by the Bank) has not occurred that is continuing.

### **FURTHER SUSPENSION OF THE WIND-DOWN PLAN**

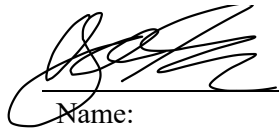
23. Notwithstanding anything stated herein or in the Original Forbearance Agreement, as amended from time to time, if:
- (a) the FGI Loan Arrangements is completed in accordance with the FGI Commitment Letter on or before the FGI Closing Date (or such other date agreed to by the Bank in its sole discretion); and
  - (b) all conditions set out in Recital R hereof are satisfied to the Bank's satisfaction,
- then the Bank will not require the Wind-Down Plan unless an Event of Default (which has not been waived by the Bank) has occurred that is continuing.

### **GENERAL**

24. This Amending Agreement, and the covenants and conditions to be performed on the part of the Bank, are subject to the Bank obtaining the approval of EDC to this Amending Agreement by no later than August 8, 2019 (which condition is for the sole benefit of the Bank and may be waived by it).
25. This Amending Agreement shall be binding upon the parties hereto and each of their respective successors and assigns.
26. Time will, in all respects, be of the essence in this Amending Agreement and no extension of time or variation of any term of this Amending Agreement will operate as a waiver of this provision.
27. This Amending Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract.
28. This Amending Agreement (and which incorporates the Forbearance Agreement as referred to above) constitutes the entire agreement of the parties with respect to the subject matter hereof and may not be amended or modified except by written consent signed by all parties.
29. Each of the Certus Automotive Group, Rob and Jim hereby acknowledges they have reviewed this Amending Agreement in its entirety with their legal counsel prior to executing this Amending Agreement.
30. This Amending Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Transmission by facsimile or electronic transmission in PDF format of an executed copy of this Amending Agreement shall be deemed to and constitute due and sufficient delivery of such counterpart

*[signature pages to follow]*

**IN WITNESS WHEREOF** each of the Bank, each member of the Certus Automotive Group, Rob and Jim have executed this Amending Agreement through their authorized representatives, all as of the date and year first above written.

)  
 ) **THE TORONTO-DOMINION BANK**  
 )  
 ) Per:   
 ) \_\_\_\_\_  
 ) Name:  
 ) Title: Jeffrey Swan, Director  
 )  
 ) Per: \_\_\_\_\_  
 ) Name:  
 ) Title:  
 ) I/We have the authority to bind The Toronto-  
 ) Dominion Bank

)  
 ) **CERTUS AUTOMOTIVE INC.**  
 )  
 ) Per: \_\_\_\_\_  
 ) Name:  
 ) Title:  
 )  
 ) Per: \_\_\_\_\_  
 ) Name:  
 ) Title:  
 ) I/We have the authority to bind Certus Automotive  
 ) Inc.

*[signature page to Forbearance Agreement Second Amending Agreement- Certus Automotive Inc. et al.]*



) KEEN POINT INTERNATIONAL INC.  
)  
)  
)

) Per: Rob Mollenhauer  
)

) Title: Rob Mollenhauer  
) President  
)

) Per: \_\_\_\_\_  
)

) Name:  
)

) Title:  
)

) I/We have the authority to bind Keen Point  
) International Inc.  
)

) KEEN POINT INTERNATIONAL,  
) INC.  
)  
)

) Per: Rob Mollenhauer  
)

) Name: Rob Mollenhauer  
)

) Title: President  
)

) Per: \_\_\_\_\_  
)

) Name:  
)


) Title:  
)

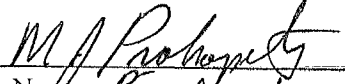
) I/We have the authority to bind  
) Keen Point International, Inc.  
)

[signature page to Forbearance Agreement Second Amending Agreement - Certus Automotive Inc. et al.]

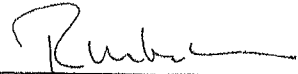


) R.I.M. MANAGEMENT CO.  
)  
)  
)

Per:   
Name: Rob Mollenhauer  
Title: Principal

Per:   
Name: President  
Title:  
I/We have the authority to bind the  
R.I.M. Management Co.


) CERTUS AUTOMOTIVE, S. de R.L. de  
) C.V.  
)  
)  
)

Per:   
Name: Rob Mollenhauer  
Title: President

Per: \_\_\_\_\_  
Name:  
Title:  
I/We have the authority to bind  
Certus Automotive, S. de R.L. de  
C.V.

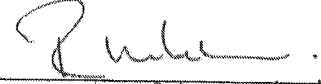
[signature page to Forbearance Agreement Second Amending Agreement - Certus Automotive Inc. et al.]

) CERTUS AUTOMOTIVE, INC.  
)  
)  
)  
)  
)  
)  
)  
)  
)  
)  
)  
)  
)

Per:   
Name: Rolo Mollenhauer  
Title: President

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
I/We have the authority to bind  
Certus Automotive, Inc.


) CERTUS AUTOMOTIVE SHENZHEN  
) CO. LTD.  
)  
)  
)  
)  
)  
)  
)  
)  
)  
)  
)  
)

Per:   
Name: Rolo Mollenhauer  
Title: President

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
I/We have the authority to bind  
Certus Automotive Shenzhen Co.  
Ltd.

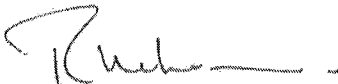
[signature page to Forbearance Agreement Second Amending Agreement - Certus Automotive Inc. et al.]

) CERTUS AUTOMOTIVE, (HK)  
) LIMITED  
)  
)  
)

) Per:   
) Name: Rob Moller  
) Title: President

) Per: \_\_\_\_\_  
) Name: \_\_\_\_\_  
) Title: \_\_\_\_\_  
) I/We have the authority to bind  
) Certus Automotive, (HK) Limited

) CERTUS AUTOMOTIVE (EUROPE)  
) GmbH  
)  
)  
)

) Per:   
) Name: Rob Moller  
) Title: Managing Director

) Per: \_\_\_\_\_  
) Name: \_\_\_\_\_  
) Title: \_\_\_\_\_  
) I/We have the authority to bind  
) Certus Automotive (Europe)  
) GmbH

[signature page to Forbearance Agreement Second Amending Agreement - Certus Automotive Inc. et al.]

) **KORP CO.**  
)  
)  
)  
)  
)  
)  
)  
)  
)  
)  
)

Per: M. J. Prokopetz  
Name: Michael J Prokopetz  
Title: Principal

Per: \_\_\_\_\_  
Name:  
Title:  
I/We have the authority to bind  
Korp Co.

) **KORP CO, II**  
)  
)  
)  
)  
)  
)  
)  
)  
)  
)  
)

Per: M. J. Prokopetz  
Name: Michael J Prokopetz  
Title: Principal

Per: \_\_\_\_\_  
Name:  
Title:  
I/We have the authority to bind  
Korp Co. II

) R MOLLENHAUER HOLDINGS I  
) INC.

) Per: [Signature]  
) Name: Rob Mollenhauer  
) Title: Principal

) Per: \_\_\_\_\_  
) Name: \_\_\_\_\_  
) Title: \_\_\_\_\_  
) I/We have the authority to bind R.  
) Mollenhauer Holdings I Inc.

[Signature]

Witness:

Name: Hilda Reel

Address: 154 Church Ave  
North York, Ont  
M2N 4G5

[Signature]  
Witness: TIMOTHY M. MARY

Name:

Address: 4198 PAVILION CT  
FENTON, MI 48430

[Signature]

ROB MOLLENHAUER

[Signature]  
MICHAEL JAMES PROKOPETZ

**SCHEDULE A**  
**COPY OF THE GRANT THORNTON LETTER AND CORRESPONDENCE BETWEEN**  
**THE BANK AND CERTUS CANADA REGARDING THE DISSOLUTION OF**  
**EUROSHARE LTD.**

See attached.



Grant Thornton

Daniel Andersen  
Relationship Manager  
TD Commercial Banking  
20 Milverton Drive  
Mississauga, ON  
L5R 3G2

21 June 2019

Grant Thornton (British Virgin Islands)  
Limited  
171 Main Street  
PO Box 4259  
Road Town, Tortola  
British Virgin Islands  
T +1 284 494 6162  
F +1 284 494 3529

Dear Mr Anderson,

**Re: Euroshare Ltd Liquidation and Dissolution**

I write to advise that I was the joint liquidator of Euroshare Ltd (Euroshare), along with my colleague Marcus Wide who has since retired, and that following the completion of the liquidation Euroshare was dissolved on 23 March 2018. See attached copies of the notice of completion and certificate of dissolution.

I confirm that based on the information available to me that Euroshare had no outstanding debts or obligations and that Eurochrome Corp, as the sole shareholder of Euroshare Ltd, is entitled to any remaining assets of Euroshare.

If you have any queries please contact me on the details below.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Mark McDonald'.

Mark McDonald  
Managing Director  
Grant Thornton (British Virgin Islands) Limited

Tel : 1 284 494 6162  
Email: [mark.mcdonald@uk.gt.com](mailto:mark.mcdonald@uk.gt.com)

## NOTICE OF COMPLETION OF LIQUIDATION

**Euroshare Ltd**  
**Company Number: 1891843**  
**incorporated in the British Virgin Islands**  
**(the "Company")**

In accordance with Section 208(1) of the BVI Business Companies Act, 2004, we hereby confirm that we have completed the winding up and dissolution of the Company and we hereby request that the name of the Company be struck off the Register of Companies and that a Certificate of Dissolution be issued.

Dated this 23rd day of March 2018



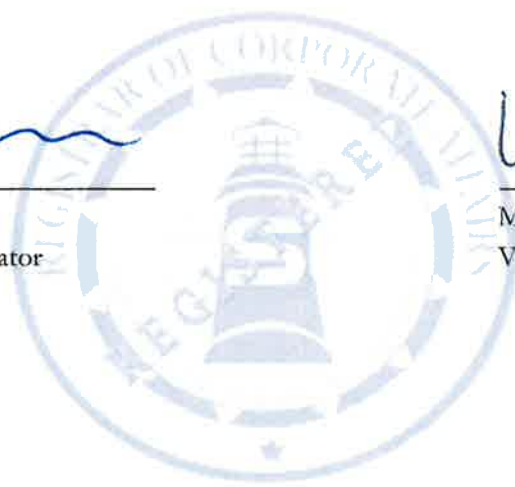
---

Mark McDonald  
Voluntary Liquidator



---

Marcus Wide  
Voluntary Liquidator





**TERRITORY OF THE BRITISH VIRGIN ISLANDS  
BVI BUSINESS COMPANIES ACT, 2004**

**CERTIFICATE OF DISSOLUTION  
(SECTION 208)**



DABED2505E

The REGISTRAR OF CORPORATE AFFAIRS, of the British Virgin Islands HEREBY CERTIFIES that, pursuant to the BVI Business Companies Act, 2004, all the requirements of the Act in respect of dissolution having been complied with,

**Euroshare Ltd**

**BVI COMPANY NUMBER 1891843**

was dissolved on the 23rd day of March, 2018.



A handwritten signature in black ink, appearing to read 'Diana Phillips', written over the printed name of the Registrar.

**for REGISTRAR OF CORPORATE AFFAIRS**  
23rd day of March, 2018

---

**From:** Megan MacKinnon <[mmackinnon@certusauto.com](mailto:mmackinnon@certusauto.com)>  
**Sent:** Tuesday, July 2, 2019 3:37 PM  
**To:** Andersen, Daniel <[Daniel.Andersen@td.com](mailto:Daniel.Andersen@td.com)>; Neal Shah <[nshah@certusauto.com](mailto:nshah@certusauto.com)>  
**Cc:** Lovinaria, Janine <[Janine.Lovinaria@td.com](mailto:Janine.Lovinaria@td.com)>; Lamothe, Jill <[Jill.Lamothe@td.com](mailto:Jill.Lamothe@td.com)>; Rob Mollenhauer <[rmoll@certusauto.com](mailto:rmoll@certusauto.com)>  
**Subject:** RE: Eurochrome/Euroshare

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 AUXQUELLES  
VOUS NE FAITES PAS CONFIANCE

Hi Dan,

I hope you are doing well and had a good long weekend.

Per your direction below, we contacted our BVI counsel and they advised us of the following:

**“We are not able to give the opinion that the bank is asking for as it largely turns on facts and event (that we cannot independently verify) as opposed to law.”**

Under their direction, we contacted Grant Thornton who completed the dissolution of Euroshare Ltd in March of 2018 and had them confirm the information you are looking for.

Please review the attached letter and let us know if there is still anything that needs to be done in order for the dividend cheque to be accepted. I am available tomorrow and Thursday to meet with you in person or via phone, and can come drop off the cheque at your earliest convenience so that it can be processed.

Thank you for your patience and assistance in resolving this matter.

Please do not hesitate to contact me if you have any questions.

*Kind regards,  
Megan Mackinnon*



CERTUS AUTOMOTIVE INC.

510-3300 Bloor St West - West Tower

Toronto, ON M8X 2X2

416-231-0909 ex 277

---

**From:** Andersen, Daniel [<mailto:Daniel.Andersen@td.com>]  
**Sent:** Thursday, March 7, 2019 2:22 PM  
**To:** Tefik Skera; Megan MacKinnon  
**Cc:** Lovinaria, Janine; Lamothe, Jill  
**Subject:** FW: Eurochrome/Euroshare

Hi Megan and Tefik,

Our product group has reviewed, and before we can cash this cheque, we will require a written opinion from British Virgin Islands ("BVI") counsel in connection with this request. Presumably, Eurochrome had BVI counsel help with the dissolution and any transfer of assets that occurred. BVI counsel will need to provide us with an opinion that Euroshare is fully dissolved and has no outstanding debts and obligations pursuant to the dissolution, and that Eurochrome is the entitled transferee of any remaining assets of Euroshare. Unfortunately, TD Legal cannot opine on BVI law.

Thank you Megan and Tefik,

Dan

Daniel Andersen | Relationship Manager | **TD Commercial Banking**  
20 Milverton Drive | Mississauga, ON | L5R 3G2  
T: 905 890 2357 | F: 905 890 4136 | C: 416 879 3385  
E: [daniel.andersen@td.com](mailto:daniel.andersen@td.com)

Jill Lamothe | Senior Credit Analyst | **TD Commercial Banking**  
20 Milverton Drive | Mississauga, ON | L5R 3G2  
T: 905 890 4163 | F: 905 890 4136 |  
E: [jill.lamothe@td.com](mailto:jill.lamothe@td.com)

Janine Lovinaria | Customer Service Officer | **TD Commercial Banking**  
T: 905-890-4123 | F: 905-890-4136  
E: [janine.lovinaria@td.com](mailto:janine.lovinaria@td.com)

Internal

---

**From:** Megan MacKinnon <[mmackinnon@certusauto.com](mailto:mmackinnon@certusauto.com)>  
**Sent:** Monday, February 25, 2019 1:42 PM  
**To:** Tefik Skera <[tskera@certusauto.com](mailto:tskera@certusauto.com)>; Andersen, Daniel <[Daniel.Andersen@td.com](mailto:Daniel.Andersen@td.com)>  
**Cc:** Lovinaria, Janine <[Janine.Lovinaria@td.com](mailto:Janine.Lovinaria@td.com)>  
**Subject:** RE: Eurochrome/Euroshare

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 AUXQUELLES  
VOUS NE FAITES PAS CONFIANCE

Hi Dan,

I hope you are doing well.

Unfortunately what we sent you is all we have in terms of documentation. Is there a particular document you had in mind or could you provide some more information on exactly what kind of document you are looking for? If it would be easier to rely the information by phone, please don't hesitate to give me a call.

Thank you for your guidance and patience,  
Megan  
416-231-0909 ext. 277

---

**From:** Tefik Skera  
**Sent:** Friday, February 22, 2019 4:32 PM  
**To:** Andersen, Daniel  
**Cc:** Lovinaria, Janine; Megan MacKinnon  
**Subject:** RE: Eurochrome/Euroshare

Thanks Daniel,  
We will provide on Monday. Megan is off today.  
Have a great weekend.  
Tefik

---

**From:** Andersen, Daniel <[Daniel.Andersen@td.com](mailto:Daniel.Andersen@td.com)>  
**Sent:** February 22, 2019 4:17 PM  
**To:** Tefik Skera <[tskera@certusauto.com](mailto:tskera@certusauto.com)>  
**Cc:** Lovinaria, Janine <[Janine.Lovinaria@td.com](mailto:Janine.Lovinaria@td.com)>  
**Subject:** Eurochrome/Euroshare

Hi Tefik,

We received some advice from our legal department.

Do you have any further documentation on the dissolution of Euroshare Ltd. or the rollover of the assets into Eurochrome?

The share certificates provided simply evidence that Euroshare used to own assets in a Company, and now Eurochrome is the owner.

Thanks

Dan

Daniel Andersen | Relationship Manager | **TD Commercial Banking**  
20 Milverton Drive | Mississauga, ON | L5R 3G2  
T: 905 890 2357 | F: 905 890 4136 | C: 416 879 3385  
E: [daniel.andersen@td.com](mailto:daniel.andersen@td.com)

Jill Lamothe | Senior Credit Analyst | **TD Commercial Banking**  
20 Milverton Drive | Mississauga, ON | L5R 3G2  
T: 905 890 4163 | F: 905 890 4136 |  
E: [jill.lamothe@td.com](mailto:jill.lamothe@td.com)

Janine Lovinaria | Customer Service Officer | **TD Commercial Banking**

T: 905-890-4123 | F: 905-890-4136  
E: [janine.lovinaria@td.com](mailto:janine.lovinaria@td.com)

Internal

If you wish to unsubscribe from receiving commercial electronic messages from TD Bank Group, please click [here](#) or go to the following web address: [www.td.com/tdoptout](http://www.td.com/tdoptout)  
Si vous souhaitez vous désabonner des messages électroniques de nature commerciale envoyés par Groupe Banque TD veuillez cliquer [ici](#) ou vous rendre à l'adresse [www.td.com/tdesab](http://www.td.com/tdesab)

NOTICE: Confidential message which may be privileged. Unauthorized use/disclosure prohibited. If received in error, please go to [www.td.com/legal](http://www.td.com/legal) for instructions.

AVIS : Message confidentiel dont le contenu peut être privilégié. Utilisation/divulgateion interdites sans permission. Si reçu par erreur, prière d'aller au [www.td.com/francais/avis juridique](http://www.td.com/francais/avis_juridique) pour des instructions.

This e-mail (and any attachments), is confidential and may be privileged. It may be read, copied and used only by intended recipients. Unauthorized access to this e-mail (or attachments) and disclosure or copying of its contents or any action taken in reliance on it is unlawful. Unintended recipients must notify the sender immediately by e-mail/phone & delete it from their system without making any copies or disclosing it to a third person.

This e-mail (and any attachments), is confidential and may be privileged. It may be read, copied and used only by intended recipients. Unauthorized access to this e-mail (or attachments) and disclosure or copying of its contents or any action taken in reliance on it is unlawful. Unintended recipients must notify the sender immediately by e-mail/phone & delete it from their system without making any copies or disclosing it to a third person.

-----  
[EXTERNAL EMAIL / COURRIEL EXTERNE]

Please report any suspicious attachments, links, or requests for sensitive information.

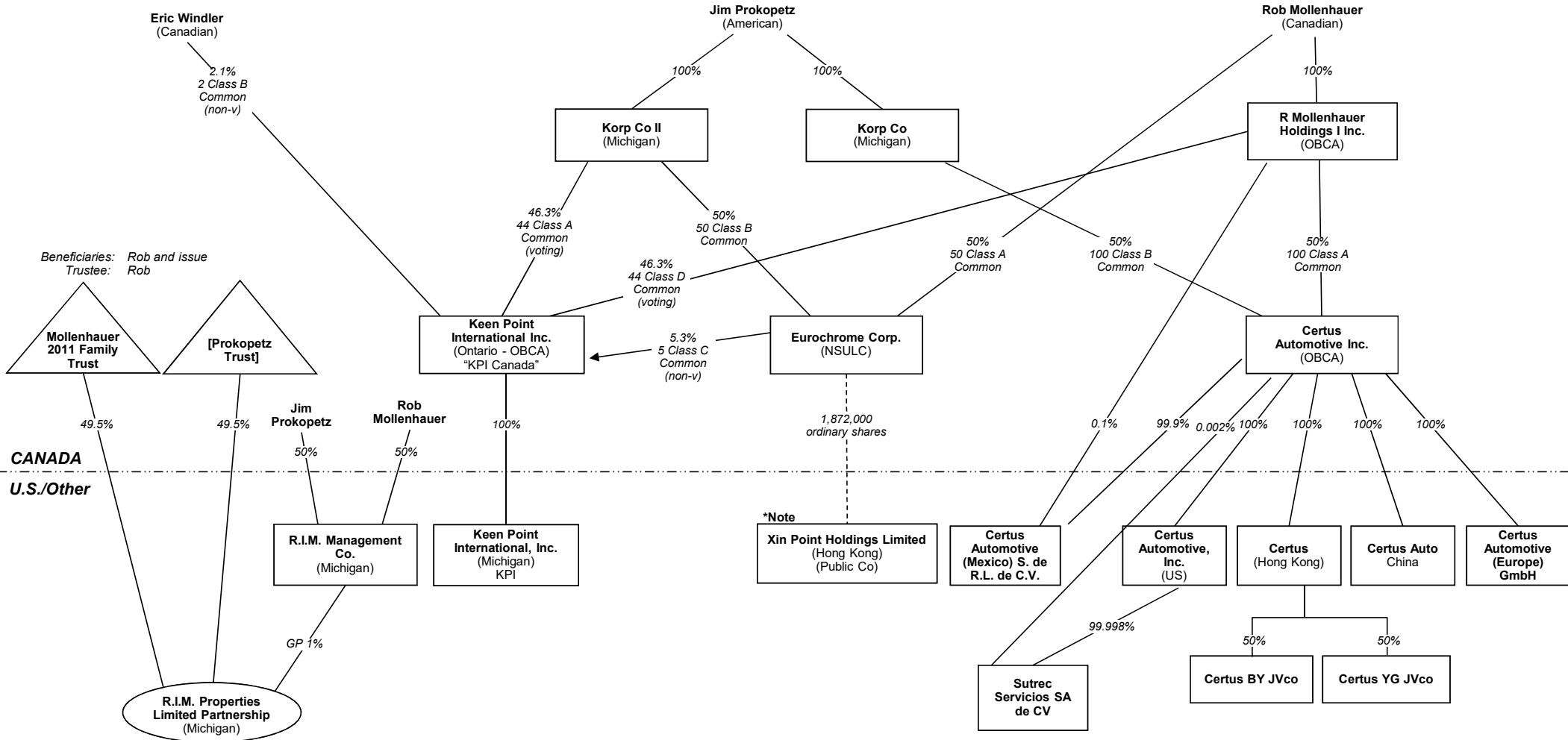
Veillez rapporter la présence de pièces jointes, de liens ou de demandes d'information sensible qui vous semblent suspectes.

-----

**SCHEDULE B**  
**SHARE OWNERSHIP STRUCTURE**

See attached.

### KPI/Certus Global Corporate Chart April 23, 2019



\*Note: Investment only. No ownership

**SCHEDULE C  
FORM OF ORDER**

See attached.



Court File No.

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

THE HONOURABLE )  
 )  
JUSTICE ) DAY OF \_\_\_\_\_, 2019

**THE TORONTO-DOMINION BANK**

Applicant

- and -

**CERTUS AUTOMOTIVE INC., KEEN POINT INTERNATIONAL INC.,  
KEEN POINT INTERNATIONAL, INC., R.I.M. MANAGEMENT CO., CERTUS  
AUTOMOTIVE, S. de R.L. de C.V., CERTUS AUTOMOTIVE, INC., CERTUS  
AUTOMOTIVE SHENZHEN CO. LTD., CERTUS AUTOMOTIVE, (HK) LIMITED,  
CERTUS AUTOMOTIVE (EUROPE) GmbH, KORP CO., KORP CO. II,  
and R. MOLLENHAUER HOLDINGS I INC.**

Respondents

**IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 243 OF THE  
BANKRUPTCY AND INSOLVENCY ACT, RSC 1985, c B-3, AS AMENDED AND  
SECTION 101 OF THE COURTS OF JUSTICE ACT, RSO 1990, c 43, AS AMENDED**

**ORDER  
(Appointing Receiver)**

THIS MOTION made by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “**CJA**”) appointing Deloitte Restructuring Inc. as receiver and manager (in such capacities, the “**Receiver**”) without security, of all of the assets, undertakings and properties of CERTUS AUTOMOTIVE INC., KEEN POINT INTERNATIONAL INC., KEEN POINT INTERNATIONAL, INC., R.I.M. MANAGEMENT CO., CERTUS AUTOMOTIVE, S. de R.L. de C.V., CERTUS AUTOMOTIVE, INC., CERTUS AUTOMOTIVE SHENZHEN CO. LTD., CERTUS

AUTOMOTIVE, (HK) LIMITED, CERTUS AUTOMOTIVE (EUROPE) GmbH, KORP CO., KORP CO. II, and R. MOLLENHAUER HOLDINGS I INC. (the collectively, the “**Debtors**” or the “**Certus Automotive Group**”) acquired for, or used in relation to a business carried on by the Debtors, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of ● sworn ● ●, 2019 and the Exhibits thereto and on hearing the submissions of counsel for Applicant and the Debtors, no one appearing although duly served as appears from the affidavit of service of ● sworn ● ●, 2019 and on reading the consent of Deloitte Restructuring Inc. to act as the Receiver,

### **SERVICE**

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

### **APPOINTMENT**

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, Deloitte Restructuring Inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtors acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (the “**Property**”).

### **RECEIVER’S POWERS**

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

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;

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

instituted with respect to the Debtors, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
  - (i) without the approval of this Court in respect of any transaction not exceeding \$ \_\_\_\_\_, provided that the aggregate consideration for all such transactions does not exceed \$ \_\_\_\_\_; and
  - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

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

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have;
- (r) to commence a foreign legal proceeding to seek the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, in the United States of America, in Mexico, in China, in Hong Kong, and in Germany, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order; and
- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

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

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

4. THIS COURT ORDERS that (i) the Debtors, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the

foregoing, collectively, being “Persons” and each being a “Person”) shall forthwith advise the Receiver of the existence of any Property in such Person’s possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver’s request.

5. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the “**Records**”) in that Person’s possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

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

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

**NO PROCEEDINGS AGAINST THE RECEIVER**

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

**NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY**

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

**NO EXERCISE OF RIGHTS OR REMEDIES**

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

### **NO INTERFERENCE WITH THE RECEIVER**

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

### **CONTINUATION OF SERVICES**

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

### **RECEIVER TO HOLD FUNDS**

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



**EMPLOYEES**

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

**PIPEDA**

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

**LIMITATION ON ENVIRONMENTAL LIABILITIES**

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

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

### **LIMITATION ON THE RECEIVER’S LIABILITY**

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

### **RECEIVER’S ACCOUNTS**

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

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

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

### **FUNDING OF THE RECEIVERSHIP**

21. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$ \_\_\_\_\_ (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the “**Receiver’s Borrowings Charge**”) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver’s Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

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

**SERVICE AND NOTICE**

25. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the “**Protocol**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: ●

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

**GENERAL**

27. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

28. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.

29. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, in the United States of America, in Mexico, in China, in Hong Kong, and in Germany, to give effect to this Order and to assist the

Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

30. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

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

32. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

---

**SCHEDULE "A"**

**RECEIVER CERTIFICATE**

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

1. THIS IS TO CERTIFY that Deloitte Restructuring Inc., the receiver (the "**Receiver**") of the assets, undertakings and properties [DEBTORS' NAME(S)] acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the \_\_\_ day of \_\_\_\_\_, 2019 (the "**Order**") made in an action having Court file number \_\_\_-CL-\_\_\_\_\_, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ \_\_\_\_\_, being part of the total principal sum of \$ \_\_\_\_\_ which the Receiver is authorized to borrow under and pursuant to the Order.

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

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

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Deloitte Restructuring Inc., solely in its capacity  
as Receiver of the Property, and not in its  
personal capacity

Per: \_\_\_\_\_

Name:

Title:

## SCHEDULE D CURRENT INDEBTEDNESS

Statement of Indebtedness As at: July 31, 2019								
<b>Borrower:</b>		<b>Certus Automotive Inc.</b>						
Facility Type	Loan Number	Currency	Principal	Interest	Fees / Costs	Total	Per Diem	Rate Per Annum
Operating Loan <sup>(1)</sup>	7312182-1728	USD	\$17,038,781.44	\$104,957.38	\$0.00	\$17,143,738.82	n/a	US Base Rate <sup>(2)</sup> + 1.50%
Term Loan	9233741-08-1728	CAD	\$1,861,893.75	\$15,402.71	\$0.00	\$1,877,296.46	\$252.50	Prime Rate <sup>(3)</sup> + 1.00%
Term Loan	9233741-10-1728	CAD	\$886,009.00	\$7,449.76	\$0.00	\$893,458.76	\$120.16	Prime Rate <sup>(3)</sup> + 1.00%
Term Loan	9233741-11-1728	CAD	\$1,392,772.80	\$11,521.86	\$0.00	\$1,404,294.66	\$188.88	Prime Rate <sup>(3)</sup> + 1.00%
Term Loan	9233741-15-1728	CAD	\$1,127,751.24	\$10,858.85	\$0.00	\$1,138,610.09	\$152.94	Prime Rate <sup>(3)</sup> + 1.00%
Term Loan	9233741-16-1728	CAD	\$1,310,606.89	\$12,619.52	\$0.00	\$1,323,226.41	\$177.74	Prime Rate <sup>(3)</sup> + 1.00%
Forbearance Fee <sup>(4)</sup>	n/a	CAD	\$0.00	\$0.00	\$50,000.00	\$50,000.00	n/a	n/a
Setup Fee <sup>(5)</sup>	n/a	CAD	\$0.00	\$0.00	\$50,000.00	\$50,000.00	n/a	n/a
Deloitte <sup>(6)</sup>	n/a	CAD	\$0.00	\$0.00	\$35,000.00	\$35,000.00	n/a	n/a
Miller Thomson LLP <sup>(7)</sup>	n/a	CAD	\$0.00	\$0.00	\$305,802.14	\$305,802.14	n/a	n/a
Diaz Igareda <sup>(8)</sup>	n/a	USD	\$0.00	\$0.00	\$4,640.00	\$4,640.00	n/a	n/a
<b>Total (CAD)</b>			<b>\$6,579,033.68</b>	<b>\$57,852.70</b>	<b>\$440,802.14</b>	<b>\$7,077,688.52</b>	<b>\$892.22</b>	
<b>Total (USD)</b>			<b>\$17,038,781.44</b>	<b>\$104,957.38</b>	<b>\$4,640.00</b>	<b>\$17,148,378.82</b>	<b>\$0.00</b>	
<b>Total (USD Equivalent) <sup>(9)</sup></b>			<b>\$22,062,670.32</b>	<b>\$149,134.92</b>	<b>\$341,245.81</b>	<b>\$22,553,051.05</b>	<b>\$681.32</b>	

(1) Operating Loan balance as at Jul 30/19; subject to change as the account fluctuates daily

(2) TD US Dollar Base Rate = 6.00%

(3) TD Prime Rate = 3.95%

(4) As per Forbearance Agreement dated Mar 21/19

(5) As per Expression of Interest dated May 22/19

(6) Deloitte's WIP is CDN\$35,000 up to

Jul 26/19

(7) Invoices from Nov 1/18 to Jul 15/19 total CDN\$266,705.27 + WIP of CDN\$39,096.87 for Jul/19

(8) Invoice dated Jul 15/19 for legal work on behalf of the Bank related to the FGI refinancing

(9) USD/CAD Rate of 1.309550 as at Jun 30/19



**SCHEDULE E  
FINANCIAL FORECASTS**

See attached.

CONSOLIDATED CASH FLOW WITHOUT CHINA

23-Jul-19

7/31/2019 15:59	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	V
	19-Jul-2019	26-Jul-2019	2-Aug-2019	9-Aug-2019	16-Aug-2019	23-Aug-2019	30-Aug-2019	6-Sep-2019	13-Sep-2019	20-Sep-2019	27-Sep-2019	4-Oct-2019	11-Oct-2019	TOTAL
<b>1. CASH ON HAND</b> [Beginning of month]	(15,786,839)	(16,348,713)	(16,868,275)	(16,425,935)	(16,643,051)	(17,158,204)	(17,536,021)	(17,452,185)	(17,460,741)	(17,587,536)	(17,397,305)	(16,951,349)	(17,400,325)	
<b>2. CASH RECEIPTS</b>														
(b) Collections from Credit Accounts (AR) - KPI	236,969	324,031	346,336	324,025	349,855	246,463	197,268	350,222	235,558	402,346	316,987	278,850	280,654	3,889,564
(b) Collections from Credit Accounts (AR)-KPI - Tooling	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(b) Collections from Credit Accounts (AR) - CERTUS	530,698	584,261	1,111,364	604,839	625,772	780,797	881,602	747,076	687,005	939,054	1,148,580	885,157	570,223	10,096,428
(b) Collections from Credit Accounts (AR) - CERTUS - Tooling	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(b) Collections from Credit Accounts (AR) - EUROPE	342,237	236,642	205,727	301,467	219,183	167,035	179,780	370,470	291,082	214,501	214,501	234,451	214,501	3,191,576
(b) Collections from Credit Accounts (AR) - CAM - Tooling	-	-	-	-	-	-	142,700	-	-	125,979	-	-	-	268,679
(b) Collections from Credit Accounts (AR) - CAM	310,983	387,901	253,798	322,409	285,251	309,061	559,771	279,949	243,416	185,762	516,296	350,927	394,735	4,400,258
(b) Collections from Credit Accounts (AR) - CAI CHINA	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(bb) Interco Transfer	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(c) Loan or Other Cash Injection: VAT	-	79,896	156,248	-	73,906	105,458	196,720	-	-	125,000	48,301	-	125,000	910,529
<b>3. TOTAL CASH RECEIPTS</b> [2a + 2b + 2c=3]	1,420,887	1,612,731	2,073,472	1,552,740	1,553,967	1,608,814	2,157,841	1,747,717	1,457,061	1,992,642	2,244,664	1,749,385	1,585,113	22,757,034
<b>4. TOTAL CASH AVAILABLE</b> [Before cash out] (1 + 3)	(14,365,952)	(14,735,982)	(14,794,803)	(14,873,195)	(15,089,084)	(15,549,390)	(15,378,180)	(15,704,468)	(16,003,680)	(15,594,894)	(15,152,641)	(15,201,965)	(15,815,212)	
<b>5. CASH PAID OUT</b>														
Purchases (Parts, Tooling, prototype parts)														
(a) Purchases - KPI	458,462	207,759	33,775	254,392	171,486	241,080	165,340	179,432	185,779	240,525	192,966	214,613	209,497	2,755,106
(ab) Purchases - CERTUS	656,976	295,979	322,078	273,232	266,174	264,826	326,091	134,547	76,497	261,449	330,188	234,772	133,228	3,576,037
(ac) Purchases - CERTUS GMBH	-	323,221	160,665	120,024	220,543	110,844	162,865	169,100	229,047	163,155	167,715	198,868	160,875	2,186,923
(ad) Purchases - CERTUS CAM/CAI	65,910	206,469	161,691	84,968	242,584	333,046	161,357	121,067	110,325	190,032	192,032	218,599	218,599	2,306,679
(ad) Purchases - CERTUS - CAM	200,000	150,000	125,000	150,000	150,000	150,000	250,000	250,000	200,000	150,000	150,000	150,000	150,000	2,225,000
(ae) Purchases - CERTUS CHINA	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(b) Gross Wages (excludes withdrawals)	309,812	298,029	142,210	280,610	216,707	272,972	154,541	286,115	239,331	347,312	156,330	288,747	239,331	3,232,046
(c) Payroll Expenses (Taxes, etc.)	9,154	-	24,900	-	-	7,500	9,154	24,900	7,500	9,154	24,900	-	-	117,161
(d) Outside Services ( Mainly Sutrac Payments to Café/Tpvt)	-	18,407	26,150	17,601	23,172	25,809	19,456	20,561	24,967	19,193	20,298	20,561	24,967	261,142
(e) Supplies (Office and operating)	-	3,625	11,490	4,625	4,625	6,490	4,625	6,490	4,625	4,625	6,490	4,625	6,490	68,825
(g) Tooling cash out - CAM	-	-	-	9,500	2,205	-	-	-	-	-	-	-	-	268,127
(g) Auto Lease	-	-	-	9,500	2,205	-	-	-	-	-	-	-	-	35,115
(h) Travel	-	-	5,700	27,500	-	-	-	33,200	-	-	-	33,200	-	99,600
(i) Accounting and Legal	-	5,920	17,656	20,770	13,070	42,016	8,752	8,752	23,752	8,752	3,070	3,070	3,070	158,649
(j) Rent	-	37,021	2,966	-	104,293	22,590	15,800	2,966	104,293	-	37,890	2,966	104,293	434,578
(k) Telephone	2,889	-	1,425	-	-	3,500	-	1,425	-	-	-	1,425	-	14,164
(l) Utilities-cam	-	18,727	-	132,745	43,358	-	-	154,648	-	50,726	-	154,648	-	605,578
(m) Insurance	-	4,430	9,511	5,995	1,756	26,830	16,500	-	1,756	-	26,830	-	1,756	95,364
(n) Taxes (Duties,VAT, Corp Taxes etc.)	32,000	47,500	25,668	17,500	47,464	17,500	22,700	17,500	51,960	17,500	142,500	22,700	30,610	493,102
(p) Other Expenses - Travel	-	-	6,000	6,000	6,000	14,586	6,000	-	-	14,586	-	-	-	53,173
Freight/Warehouse/Custom Duty	62,966	181,863	152,073	129,953	210,277	128,184	122,361	118,440	130,842	171,652	130,685	135,947	125,194	1,800,437
Expedited Freight	-	3,375	3,375	29,525	51,375	3,375	3,375	3,375	3,375	3,375	3,375	3,375	3,375	114,650
Quality Charges	-	31,763	36,373	18,071	18,071	18,071	18,071	17,755	17,755	17,755	18,895	20,375	20,375	273,329
(q) Miscellaneous -	80,232	67,237	67,237	570	88,147	570	570	67,237	570	88,109	570	67,237	570	528,855
<b>(r) Subtotal</b>	1,869,247	1,910,478	1,311,041	1,608,482	1,926,028	1,689,791	1,611,771	1,627,009	1,461,304	1,705,522	1,640,176	1,810,127	1,532,665	21,703,640
(s) Loan Principal Payment	16,730	-	71,323	-	16,730	-	214,180	7,075	20,307	-	71,323	142,857	7,075	574,675
(ss) Interest on Term Loan/Credit Line/Cap. Lease	11,400	28,304	121,979	19,301	-	-	19,056	121,979	-	-	-	152,435	-	474,453
<b>(t) Capital Purchases</b>	39,021	186,767	85,274	62,832	72,272	46,443	58,499	45,295	58,609	44,995	48,572	54,305	30,834	833,718
(tt) Outstanding Cheques	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(u)Refinancing Expenses	46,364	6,745	41,515	72,167	54,091	231,342	67,576	76,894	43,636	51,894	38,636	38,636	-	769,496
(v) Others	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>6. TOTAL CASH PAID OUT</b> [Total 5a thru 5w]	1,982,761	2,132,293	1,631,133	1,769,856	2,069,120	1,986,631	2,074,005	1,756,273	1,583,856	1,802,411	1,798,708	2,198,361	1,570,574	24,355,982
<b>NET CASH FOR THE WEEK</b>	(561,874)	(519,562)	442,340	(217,116)	(515,153)	(377,817)	83,837	(8,556)	(126,795)	190,230	445,956	(448,976)	14,538	(1,598,948)
<b>7. CASH POSITION</b> [End of month] (4 minus 6)	(16,348,713)	(16,868,275)	(16,425,935)	(16,643,051)	(17,158,204)	(17,536,021)	(17,452,185)	(17,460,741)	(17,587,536)	(17,397,305)	(16,951,349)	(17,400,325)	(17,385,787)	
Borrowing Base	17,600,000	17,600,000	17,600,000	17,600,000	17,600,000	17,600,000	17,600,000	17,600,000	17,600,000	17,600,000	17,600,000	17,600,000	17,600,000	
Availability	1,251,287	731,725	1,174,065	956,949	441,796	63,979	147,815	139,259	12,464	202,695	648,651	199,675	214,213	
Min Cash Required for CAM, CAE and CAI CH*	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	
Cash Position For Toronto LOC	(16,648,713)	(17,168,275)	(16,725,935)	(16,943,051)	(17,458,204)	(17,836,021)	(17,752,185)	(17,760,741)	(17,887,536)	(17,697,305)	(17,251,349)	(17,700,325)	(17,685,787)	

## **SCHEDULE F WIND-DOWN PLAN**

Subject to Section 22 and 23, each member of the Certus Automotive Group, Rob and Jim will cause all of the items in this Schedule F to be provided to the Bank and the Bank's Advisor . Subject to Section 22 and 23, it will be an Event of Default under the terms of the Agreement if the Bank's Advisor identifies any lack of cooperation or diligence concerning the preparation and/or delivery of any of any of the items provided for in this Schedule F at any time during the Forbearance Period – notwithstanding that the item(s) in question may not be due, in their final form, until a subsequent date as identified below in this Schedule F.

### **I. WIND-DOWN PLAN**

In connection with the Wind-Down Plan, each member of the Certus Automotive Group, Rob and Jim each agree to provide the following material to the Bank's Advisor (on a consolidated basis, unless specifically identified as being on an entity by entity basis):

1. Monthly Balance Sheet and P&L for each entity up to June 2019;
2. Updated FY2019 and Variance analysis; FY2020 forecasts for each entity
3. CAPEX – committed and forecast for FY2020;
4. Updated listing of platforms and customer for each entity; Pending PPAP approvals for each entity; Mold inventory for each entity;
5. Supplier payables by platform (with the exception of Mexico, which cannot be by platform);
6. Detailed current FTQ Downtime Report;
7. HST statements of accounts for all accounts as at the last report, including proof of payment or receipt of payment;
8. Payroll summary from the payroll provider, for each entity and CRA source deductions statements of account for each entity.
9. Certus Automotive Group will also work with the Bank's Advisor to design a comprehensive data room with respect to each entity within the Certus Automotive Group.

### **II. ADDITIONAL MATTERS**

10. In connection with the immediate cash flow requirements of the Certus Automotive Group, the Certus Automotive Group will provide:
  - (a) all supplier and payroll information
  - (b) updated Bank borrowing base calculations

The completed information contemplated in this section 10 will be provided by no later than the 9<sup>th</sup> day of August, 2019

11. In connection with the most recent financial statements of the Certus Automotive Group, the Certus Automotive Group will provide:
  - (a) updated (i) Accounts receivable (ii) accounts payable and (iii) inventory listings
  - (b) updated Fiscal Year 2020 Forecast, organized by entity (including first quarter actual results and forecasts)

The completed information contemplated in this section 11 will be provided by no later than the 16<sup>th</sup> day of August, 2019

12. In connection with the Duff and Phelps sales process with respect to the Certus Automotive Group:
  - (a) an update as to the status of this process
  - (b) an update as to the prospects identified in this process
  - (c) an update as to the status of the data room with respect to this process

The information contemplated in this section 12 will be provided by no later than the 30<sup>th</sup> day of August, 2019

13. The Certus Automotive Group will meet with the Bank's Advisor by no later than the 30<sup>th</sup> day of August, 2019 to discuss the possibility of identifying and engaging a Chief Restructuring Officer of the Certus Automotive Group.



**FORBEARANCE AGREEMENT  
THIRD AMENDING AGREEMENT**

**THIS AGREEMENT** is made this 15 day of November, 2019.

**AMONG:**

**THE TORONTO-DOMINION BANK**

(hereinafter sometimes called the “**Bank**”)

OF THE FIRST PART

- and -

**CERTUS AUTOMOTIVE INC.**, a company incorporated under  
the laws of Ontario

(hereinafter sometimes called “**Certus Canada**”)

OF THE SECOND PART

- and -

**KEEN POINT INTERNATIONAL INC.**, a company  
incorporated under the laws of Ontario

(hereinafter sometimes called “**KPI Canada**”)

OF THE THIRD PART

- and -

**KEEN POINT INTERNATIONAL, INC.**, a company  
incorporated under the laws of Michigan

(hereinafter sometimes called “**KPI Michigan**”)

OF THE FOURTH PART

- and -

**R.I.M. MANAGEMENT CO.**, a company incorporated under the  
laws of Michigan

(hereinafter sometimes called “**RIM**”)

OF THE FIFTH PART

- and -

**CERTUS AUTOMOTIVE, S. de R.L. de C.V.**, a company  
incorporated under the laws of Mexico

(hereinafter sometimes called “**Certus Mexico**”)

OF THE SIXTH PART

- and -

**CERTUS AUTOMOTIVE, INC.**, a company incorporated under  
the laws of Michigan

(hereinafter sometimes called “**Certus US**”)

OF THE SEVENTH PART

- and -

**CERTUS AUTOMOTIVE SHENZHEN CO. LTD.**, a company  
incorporated under the laws of China

(hereinafter sometimes called “**Certus China**”)

OF THE EIGHTH PART

- and -

**CERTUS AUTOMOTIVE, (HK) LIMITED**, a  
company incorporated under the Laws of Hong Kong

(hereinafter sometimes called “**Certus Hong Kong**”)

OF THE NINTH PART

- and -

**CERTUS AUTOMOTIVE (EUROPE) GmbH**, a company  
incorporated under the laws of Germany

(hereinafter sometimes called “**Certus Europe**”)

OF THE TENTH PART

- and -

**KORP CO.**, a company incorporated under the laws of Michigan

- 3 -

(hereinafter sometimes called “**KC**”)

OF THE ELEVENTH PART

- and -

**KORP CO. II**, a company incorporated under the laws of Michigan

(hereinafter sometimes called “**KCII**”)

OF THE TWELFTH PART

- and -

**R MOLLENHAUER HOLDINGS I INC.**, a company incorporated under the laws of Ontario

(hereinafter sometimes called “**RMH Inc.**” and together with Certus Europe, Certus Canada, KPI Canada, KPI Michigan, RIM, Certus Mexico, Certus US, Certus China, Certus Hong Kong, KC and KCII are sometimes referred to collectively as the “**Certus Automotive Group**” and individually as members of the Certus Automotive Group)

OF THE THIRTEENTH PART

- and -

**ROB MOLLENHAUER**, of the City of Toronto, Ontario

(hereinafter sometimes called “**Rob**”)

OF THE FOURTEENTH PART

- and -

**MICHAEL JAMES PROKOPETZ**, of the City of Clarkston, Michigan

(hereinafter sometimes called “**Jim**”)

OF THE FIFTEENTH PART

WHEREAS:

- A. By a Forbearance Agreement dated March 21, 2019 (the “**Original Forbearance Agreement**”) as amended by an Amending Agreement dated April 2, 2019 (the “**First**”



**Amending Agreement**") and an Amending Agreement dated August 1, 2019 (the "**Second Amending Agreement**") (such Original Forbearance Agreement, as amended by the First Amending Agreement and the Second Amending Agreement, and as may be further amended, restated, supplemented from time to time (including pursuant to this Amending Agreement, as defined in Recital C below), collectively, the "**Forbearance Agreement**"), the Bank, each member of the Certus Automotive Group, Rob and Jim, agreed to a forbearance arrangement, the terms and conditions of which are set out in the Forbearance Agreement.

- B. The Bank, each member of the Certus Automotive Group, Rob and Jim each hereby agree and acknowledge that going forward the Forbearance Agreement shall be referred to as and called either the "**Agreement**" or the "**Forbearance Agreement**".
- C. The Bank, each member of the Certus Automotive Group, Rob and Jim, are desirous of further amending the Forbearance Agreement and have agreed to enter into this Third Amending Agreement (the "**Amending Agreement**").
- D. The Certus Automotive Group failed to provide the Bank with a signed binding FGI Commitment Letter on or before August 13, 2019 as contemplated in the Forbearance Agreement, which constitutes an Event of Default and a breach under the Forbearance Agreement ("**Breach #1**").
- E. The Certus Automotive Group failed to complete the FGI Loan Arrangement on or before the FGI Closing Date, which constitutes an Event of Default and a further breach under the Forbearance Agreement ("**Breach #2**").
- F. The Certus Automotive Group did not make the FGI Repayment on the FGI Closing Date, which constitutes an Event of Default and a further breach under the Forbearance Agreement ("**Breach #3**").
- G. As a result of not completing the FGI Loan Arrangement on the FGI Closing Date, Certus Automotive Group did not begin to repay the Remaining Obligations in accordance with the Term Sheet (as such term is defined in the Second Amending Agreement), which constitutes an Event of Default and a further breach under the Forbearance Agreement ("**Breach #4**", and together with Breach #1, Breach #2 and Breach #3, the "**Breaches**").
- H. The Bank is in a position to enforce the Existing Security and the Additional Security and pursue all rights and remedies it may have in connection with respect to each of the members of the Certus Automotive Group, as it deems appropriate, including without limitation, by way of the appointment of a receiver and manager.
- I. In accordance with the Forbearance Agreement each of the Certus Automotive Group, Rob and Jim jointly and severally agreed, among other things, that the Bank's Advisor shall prepare the Wind-Down Plan.
- J. Notwithstanding Recital I above, pursuant to Section 22 of the Second Amending Agreement, the Wind-Down Plan would only be held in abeyance during the period when the FGI Loan Arrangements are being pursued in accordance with the terms of the Forbearance Agreement, provided that:

- (a) the FGI Loan Arrangements is completed in accordance with the FGI Commitment Letter on or before the FGI Closing Date (or such other date agreed to by the Bank in its sole discretion); and
  - (b) an Event of Default (unless waived by the Bank) has not occurred that is continuing.
- K. The FGI Loan Arrangements was not completed in accordance with the FGI Commitment Letter on or before the FGI Closing Date and the Breaches constitute Events of Default. Accordingly, each of the Certus Automotive Group, Rob and Jim jointly and severally agree that the Bank is entitled to exercise its right under the Forbearance Agreement to have the Bank's Advisor prepare the Wind-Down Plan.
- L. On October 2, 2019, Rob Mollenhauer of the Certus Automotive Group wrote to the Bank and advised that the Banco Mexico waiver has been obtained and suggested an early November 2019 closing date for the FGI Loan Arrangement, stating, in part, as follows:

**From:** Rob Mollenhauer <[rmoll@certusauto.com](mailto:rmoll@certusauto.com)>  
**Sent:** Wednesday, October 2, 2019 11:18 AM  
**To:** 'Swan, Jeffrey ([jeff.swan@td.com](mailto:jeff.swan@td.com))' <[jeff.swan@td.com](mailto:jeff.swan@td.com)>; Tessa Payne <[tbitner@fgiww.com](mailto:tbitner@fgiww.com)>  
**Cc:** Phongsivorabout, Richard <[Richard.Phongsivorabout@td.com](mailto:Richard.Phongsivorabout@td.com)>; Neal Shah <[nshah@certusauto.com](mailto:nshah@certusauto.com)>  
**Subject:** Proposed Refinancing Date

Hi Jeff and Tessa,

Now that we have the Bancomext waiver, I would like to get a target closing date for our refinancing. Tessa has confirmed that we will be able to get their field work completed and their internal approvals by early November so I suggest a closing date of 11/18 or 19. Does this date work for both parties?

- M. Each of the members of the Certus Automotive Group has confirmed to the Bank that FGI is prepared to complete the FGI Loan Arrangement and in connection therewith complete the FGI Repayment and the operating credit facility with the Bank as well as the 2019 Temporary Bulge Facility will be permanently terminated. In particular, the Certus Automotive Group shall obtain and deliver to the Bank a binding FGI commitment letter, to the satisfaction of the Bank, by no later than November 14, 2019, which sets out the terms and conditions in connection with the FGI Loan Arrangement. In accordance with such FGI commitment letter, the FGI Loan Arrangement is anticipated to close on or before November 15, 2019 (the "**New FGI Closing Date**"). For greater certainty, it is expressly confirmed and agreed by each of the members of the Certus Automotive Group that, without limitation, on the closing of this new FGI transaction the operating credit facility with the Bank will be permanently terminated.
- N. Provided that:

- (a) the FGI Repayment is made by no later than the New FGI Closing Date (or such other date agreed to by the Bank in its sole discretion), such that the Remaining Obligations of the Certus Automotive Group to the Bank will not be more than US\$15,000,000 (or its CDN\$ equivalent) in the aggregate; and
- (b) EDC has confirmed to the Bank that it guarantees the Remaining Obligations of the Certus Automotive, Rob and Jim to the Bank up to an amount of no less than CDN\$10,000,000 (or its US\$ equivalent), on terms satisfactory to the Bank,

then, notwithstanding Section 16 of the Original Forbearance Agreement, the Bank is prepared to allow the Certus Automotive Group, Rob and Jim to repay the balance of the Remaining Obligations over twelve months from the date of drawdown (the “**Repayment Expiry Date**”) (amortized over one hundred and twenty (120) months from the date of drawdown) in accordance with the Term Sheet and an amending letter agreement executed in connection therewith (the “**Amending Letter Agreement**”), subject to the balance of the terms of the Forbearance Agreement (which includes this Amending Agreement in accordance with Recital A and Section 4), including acceleration of the Obligations (which includes, for greater certainty, the Remaining Obligations) in an Event of Default.

- O. The Certus Automotive Group has prepared or shall prepare financial forecasts for the period from the week of November 1, 2019 through to the week of March 31, 2021, a copy of which forecasts shall be attached hereto as Schedule A (the “**Financial Forecasts**”) within five (5) business days of the execution of this Amending Agreement. Among other things, the Financial Forecasts shall include the following:
  - (a) the closing of the FGI Loan Arrangement on the New FGI Closing Date; and
  - (b) the FGI Repayment is made to the Bank by no later than the New FGI Closing Date (or such other date agreed to by the Bank as evidenced in writing), such that the only Obligations of the Certus Automotive Group to the Bank are the Remaining Obligations.
- P. The Certus Automotive Group, Rob and Jim have each requested that the Bank forbear from exercising its Enforcement Rights.
- Q. The Certus Automotive Group, Rob and Jim, as applicable, have each agreed to observe all of the provisions of this Agreement.
- R. The Certus Automotive Group, Rob and Jim have requested, and the Bank hereby agrees, subject to the terms and conditions herein, to: (i) tolerate the Breaches; (ii) tolerate the failure of the Certus Automotive Group to complete the FGI Loan Arrangement and FGI Repayment transaction; (iii) refrain from pursuing any of its remedies available under the Forbearance Agreement or elsewhere, including its rights in respect to the Wind-Down Plan; and (iv) to amend and supplement certain provisions of the Forbearance Agreement.

**NOW THEREFORE**, this Agreement witnesses that in consideration of the mutual promises, covenants and agreements contained in the Forbearance Agreement and herein contained, and the sum of \$10.00 and other good valuable consideration the receipt and sufficiency of which are hereby acknowledged by each of the parties, the parties hereto agree each as follows:

#### **AGREEMENTS, COVENANTS, REPRESENTATIONS AND WARRANTIES**

1. Each of the capitalized terms used in this Amending Agreement, except where specifically otherwise defined in this Amending Agreement, shall have the same meaning as set out in the Forbearance Agreement.
2. All facts as set out in the recitals to this Amending Agreement are true and accurate in all respects, including for greater certainty the facts regarding the Breaches, and the parties hereto acknowledge that the recitals form an integral part of this Amending Agreement.
3. All terms and conditions and all recitals, covenants, representations, warranties, releases and undertakings provided for in the Forbearance Agreement are hereby affirmed, confirmed and agreed to, with effect as of the date of this Amending Agreement, save only to the extent, if any, to which the provisions of the Forbearance Agreement are amended or supplemented by the provisions of this Amending Agreement and provided that in the event of any express conflict between the provisions of this Amending Agreement and the provisions of the Forbearance Agreement, the provisions of this Amending Agreement shall govern to the extent necessary only to resolve such conflict. The expression "herein" and similar expressions used in this Amending Agreement shall mean the Forbearance Agreement as amended and supplemented by this Amending Agreement. References in the Forbearance Agreement to "this Agreement" and similar expressions shall mean the Forbearance Agreement as amended and supplemented by this Amending Agreement.
4. Nothing contained in this Amending Agreement shall have the effect of changing the nature of any of the Obligations from the Certus Automotive Group or the obligations of Rob and Jim in connection with their respective Existing Security, Additional Security and Existing Guarantees and Additional Guarantees nor of obligating the Bank to extend the Forbearance Period other than as expressly provided for herein.
5. None of the Certus Automotive Group, Rob or Jim dispute their respective liability to repay the Obligations, including the Loans and/or the amounts they have guaranteed, on any basis whatsoever and each member of Certus Automotive Group, Rob and Jim jointly and severally acknowledge and agree that:
  - (a) they have no claims for set-off, counterclaim or damages on any basis whatsoever against the Bank or any of its directors, officers, employees, representative or agents; and
  - (b) for value received waive any argument or defence that the failure of the Bank to take immediate steps to demand payment of its Loans, or to take any steps to exercise its rights as a result of the Breach constitutes a

waiver of any rights the Bank may have arising out of the Breach or any breach of the same covenant at any other time.

6. The Bank hereby expressly reserves all rights and remedies to which it is entitled under the Forbearance Agreement and at law, including, for greater certainty, its rights in respect to the Wind-Down Plan.
7. Recital S of the Original Forbearance Agreement shall be amended by replacing the date of “October 31, 2019” with the date of “November 15, 2019”.
8. Recital V of the Original Forbearance Agreement shall be amended by replacing the date of “October 31, 2019” with the date of “November 15, 2019”.
9. Section 16 of the Original Forbearance Agreement shall be amended by replacing the date of “1<sup>st</sup> of May 2019” with the date of “15<sup>th</sup> of November 2019”.
10. Provided that there has been no Event of Default (other than the Breaches), then the Bank agrees to enter into discussions with the Borrowers to consider suitable terms and conditions for loan arrangements beyond the expiry of the Forbearance Period, including the consideration of the conditions as to additional equity and/or security for the Obligations, provided that nothing whatsoever in this Section 10 shall be construed as an obligation or a commitment on the part of the Bank to enter into any such arrangements.
11. Each of the Certus Automotive Group, Rob and Jim jointly and severally agree that, other than as expressly provided herein, the execution of the Amending Letter Agreement shall not in any way: a) alter the terms of the Forbearance Agreement; b) change the nature of any of the Obligations from the Certus Automotive Group; c) change the obligations of Rob and Jim in connection with their respective Existing Security, Additional Security and Existing Guarantees and Additional Guarantees; or d) obligate the Bank to extend the Forbearance Period other than as expressly provided for herein.
12. Each of the members of the Certus Automotive Group shall carry out their business in compliance with the Financial Forecasts.
13. As of the date of this Amending Agreement, the aggregate principal amount of the Borrowers’ Obligations to the Bank are the amounts as set out in Schedule B hereto, and such amounts remain due and owing in full to the Bank.
14. As consideration for the Bank entering into this Amending Agreement, each member of the Certus Automotive Group jointly and severally agrees to pay to the Bank an amendment fee in the aggregate amount of CDN\$100,000, which fee is fully earned at the time of execution of this Amending Agreement and such fee, for greater certainty, is included in Schedule A hereto. Such fee will be paid in equal consecutive instalments over an eight (8) week period payable on the first business day of each week, and the first such instalment shall commence on the earlier of: a) the first business day of the week immediately following the New FGI Closing Date; and b) the first business day of the week immediately following the date that the FGI Loan Arrangement is either placed on hold or terminated.

15. Each member of the Certus Automotive Group, Rob and Jim jointly and severally covenant and agree with the Bank that they will continue to adhere to the provisions of the Forbearance Agreement, as applicable.
16. Each member of the Certus Automotive Group, Rob and Jim jointly and severally covenant and agree to promptly provide, as determined by the Bank in its sole discretion, acting reasonably, to the Bank and its Advisor all information pertaining to the business of the Certus Automotive Group, the Existing Security, the Additional Security, the Existing Guarantees and Additional Guarantees, or any additional information related thereto as the Bank or its Advisor may reasonably request from time to time.
17. Each member of the Certus Automotive Group, Rob and Jim jointly and severally covenant and agree that they will promptly respond to all reasonable requests for information concerning each member of the Certus Automotive Group from the Bank's Advisor.
18. Notwithstanding anything stated herein or in the Forbearance Agreement, as amended from time to time, the Wind-Down Plan shall be held in abeyance during the period when the FGI Loan Arrangements are being pursued in accordance with the terms hereof provided that:
  - (a) the FGI Loan Arrangements is completed in accordance with the FGI Commitment Letter on or before the New FGI Closing Date (or such other date agreed to by the Bank in its sole discretion); and
  - (b) an Event of Default (unless waived by the Bank) has not occurred that is continuing.

#### PAYMENT OF LEGAL FEES

19. It is acknowledged by the parties hereto that as of the date hereof the Certus Automotive Group has paid the following invoices of the Bank's legal fees and expenses (the "**Paid Legal Invoices**") incurred:

Invoice	Invoice Date	Total Amount Owing	Total Amount Paid
3263746	November 30, 2018	\$18,484.54	\$18,484.54
3283408	December 31, 2018	\$35,420.98	\$35,420.98
3295830	January 31, 2019	\$25,937.74	\$25,937.74
3306907	February 28, 2019	\$59,234.60	\$59,234.60
3319801	March 31, 2019	\$34,150.04	\$34,150.04
3342142	May 31, 2019	\$29,751.77	\$29,751.77

20. Each of the members of the Certus Automotive Group, Rob and Jim jointly and severally acknowledges and agrees that it has received and reviewed copies of the following invoices of the Bank's legal fees and expenses incurred (the "**Legal Fee Invoices**"):

Invoice	Invoice Date	Total Amount Owing	Amount Paid	Total Amount that Remains Owing and Outstanding
3330412	April 30, 2019	\$38,777.46	\$15,000.00	\$23,777.46
3358886	July 15, 2019	\$24,948.14	\$0	\$24,948.14
3367931	July 31, 2019	\$39,422.31	\$0	\$39,422.31
3378656	August 31, 2019	\$16,992.94	\$0	\$16,992.94
3385653	September 30, 2019	\$2,456.62	\$0	\$2,456.62
3400068	October 31, 2019	\$8,081.76	\$0	\$8,081.76

Each of the members of the Certus Automotive Group, Rob and Jim further jointly and severally acknowledges and agrees that the amounts set out in the Legal Fee Invoices are fully due and owing to the Bank as part of the Borrower's Obligations, and the aggregate amount of the Legal Fee Invoices is set out in Schedule B attached hereto.

21. It is acknowledged that the Legal Fee Invoices will be paid in equal consecutive instalments over an eight (8) week period payable on the first business day of each week, and the first such instalment shall commence on the earlier of: a) first business day of the week immediately following the New FGI Closing Date; and b) first business day of the week immediately following the date of the FGI Loan Arrangement is placed hold or terminated.
22. For greater certainty, each of the members of the Certus Automotive Group, Rob and Jim further jointly and severally acknowledges and agrees that the Bank's legal fees and expenses as set out above in the summary of the Paid Legal Invoices and Legal Fee Invoices are non-exhaustive, and each of the members of the Certus Automotive Group, Rob and Jim further jointly and severally acknowledges and agrees they are liable to pay any and all of the Bank's legal fees and expenses that are not included in the Paid Legal Invoices and Legal Fee Invoices as part of the Borrower's Obligations in accordance with the balance of the Forbearance Agreement.

## GENERAL

23. This Amending Agreement, and the covenants and conditions to be performed on the part of the Bank, are subject to the Bank obtaining the approval of EDC to this Amending

Agreement by no later than November 15, 2019 (which condition is for the sole benefit of the Bank and may be waived by it).

24. Each of members of Certus Automotive Group members, Rob and Jim hereby authorizes and consents to the Bank and its legal counsel providing a copy of the Forbearance Agreement, including this Amending Agreement, to FGI Worldwide LLC
25. This Amending Agreement shall be binding upon the parties hereto and each of their respective successors and assigns.
26. Time will, in all respects, be of the essence in this Amending Agreement and no extension of time or variation of any term of this Amending Agreement will operate as a waiver of this provision.
27. This Amending Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract.
28. This Amending Agreement (and which incorporates the Forbearance Agreement as referred to above) constitutes the entire agreement of the parties with respect to the subject matter hereof and may not be amended or modified except by written consent signed by all parties.
29. Each of the Certus Automotive Group, Rob and Jim hereby acknowledges they have reviewed this Amending Agreement in its entirety with their legal counsel prior to executing this Amending Agreement.
30. This Amending Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Transmission by facsimile or electronic transmission in PDF format of an executed copy of this Amending Agreement shall be deemed to and constitute due and sufficient delivery of such counterpart.

*[Signature pages to follow]*



**IN WITNESS WHEREOF** each of the Bank, each member of the Certus Automotive Group, Rob and Jim have executed this Amending Agreement through their authorized representatives, all as of the date and year first above written.

) **THE TORONTO-DOMINION BANK**

)  
)  
) Per: 

) Name: JEFFREY SWAN  
) Title: DIRECTOR

)  
)  
) Per: 

) Name: RICHARD MONAHAN  
) Title: SENIOR ANALYST  
) I/We have the authority to bind  
) The Toronto-Dominion Bank

) **CERTUS AUTOMOTIVE INC.**

)  
)  
) Per: \_\_\_\_\_

) Name:  
) Title:


)  
)  
) Per: \_\_\_\_\_

) Name:  
) Title:

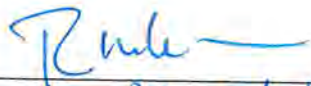
) I/We have the authority to bind  
) Certus Automotive Inc.

**IN WITNESS WHEREOF** each of the Bank, each member of the Certus Automotive Group, Rob and Jim have executed this Amending Agreement through their authorized representatives, all as of the date and year first above written.

) **THE TORONTO-DOMINION BANK**  
 )  
 )  
 )  
 ) Per: \_\_\_\_\_  
 ) Name:  
 ) Title:  
 )  
 )  
 )  
 ) Per: \_\_\_\_\_  
 ) Name:  
 ) Title:  
 ) I/We have the authority to bind  
 ) The Toronto-Dominion Bank


) **CERTUS AUTOMOTIVE INC.**  
 )  
 )  
 ) Per:  \_\_\_\_\_  
 ) Name: Rob Mollenhauer  
 ) Title: President  
 )  
 )  
 ) Per: \_\_\_\_\_  
 ) Name:  
 ) Title:  
 ) I/We have the authority to bind  
 ) Certus Automotive Inc.

)  
) **KEEN POINT INTERNATIONAL INC.**  
)  
)  
)  
)

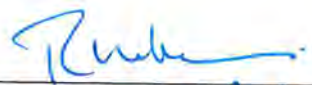
) Per:   
) Name: Rob Mollahamer  
) Title: President  
)  
)

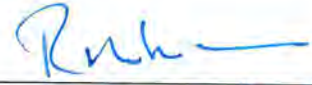
) Per: \_\_\_\_\_  
) Name: \_\_\_\_\_  
) Title: \_\_\_\_\_  
) I/We have the authority to bind  
) Keen Point International Inc.

) **KEEN POINT INTERNATIONAL,**  
) **INC.**  
)  
)

) Per:   
) Name: Rob Mollahamer  
) Title: President  
)  
)

) Per: \_\_\_\_\_  
) Name: \_\_\_\_\_  
) Title: \_\_\_\_\_  
) I/We have the authority to bind  
) Keen Point International, Inc.

)  
 ) **R.I.M. MANAGEMENT CO.**  
 )  
 )  
 ) Per:   
 ) Name: Rob Molkhan  
 ) Title: Partner  
 )  
 ) Per: \_\_\_\_\_  
 ) Name: \_\_\_\_\_  
 ) Title: \_\_\_\_\_  
 ) I/We have the authority to bind the  
 ) R.I.M. Management Co.

)  
 ) **CERTUS AUTOMOTIVE, S. de R.L. de**  
 ) **C.V.**  
 )  
 )  
 ) Per:   
 ) Name: Rob Molkhan  
 ) Title: President  
 )  
 ) Per: \_\_\_\_\_  
 ) Name: \_\_\_\_\_  
 ) Title: \_\_\_\_\_  
 ) I/We have the authority to bind  
 ) Certus Automotive, S. de R.L. de  
 ) C.V.

[Signature page to Forbearance Agreement Third Amending Agreement— Certus Automotive Inc. et al.]

) **R.I.M. MANAGEMENT CO.**

)

)

)

Per: \_\_\_\_\_

Name:

Title:

)

)

Per: *M. J. Prokopetz*

Name: *Michael James Prokopetz*

Title: *Director*

)

)

I/We have the authority to bind the  
R.I.M. Management Co.

) **CERTUS AUTOMOTIVE, S. de R.L. de  
C.V.**

)

)

)

Per: \_\_\_\_\_

Name:

Title:

)

)

Per: \_\_\_\_\_

Name:

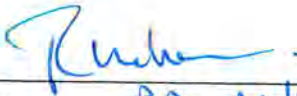
Title:

)

)


I/We have the authority to bind  
Certus Automotive, S. de R.L. de  
C.V.

) CERTUS AUTOMOTIVE, INC.  
)  
)  
)

) Per:   
) Name: Rob Mollenhauer  
) Title: President

) Per: \_\_\_\_\_  
) Name:  
) Title:  
) I/We have the authority to bind  
) Certus Automotive, Inc.

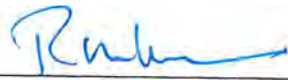
) CERTUS AUTOMOTIVE SHENZHEN  
) CO. LTD.  
)  
)

) Per:   
) Name: Rob Mollenhauer  
) Title: President

) Per: \_\_\_\_\_  
) Name:  
) Title:  
) I/We have the authority to bind  
) Certus Automotive Shenzhen Co.  
) Ltd.


[Signature page to Forbearance Agreement Third Amending Agreement- Certus Automotive Inc. et al.]

) CERTUS AUTOMOTIVE, (HK)  
) LIMITED  
)  
)  
)

) Per:   
) Name: Rob Malkham  
) Title: President

) Per: \_\_\_\_\_  
) Name: \_\_\_\_\_  
) Title: \_\_\_\_\_  
) I/We have the authority to bind  
) Certus Automotive, (HK) Limited

) CERTUS AUTOMOTIVE (EUROPE)  
) GmbH  
)  
)  
)

) Per:   
) Name: Managing Director  
) Title: Rob Malkham

) Per: \_\_\_\_\_  
) Name: \_\_\_\_\_  
) Title: \_\_\_\_\_  
) I/We have the authority to bind  
) Certus Automotive (Europe)  
) GmbH

[Signature page to Forbearance Agreement Third Amending Agreement– Certus Automotive Inc. et al.]

)  
)  
)  
)  
) **KORP CO.**  
)

)  
) Per: M. J. Prokopych  
) Name: *Michael James Prokopych*  
) Title: *President*  
)

)  
) Per: \_\_\_\_\_  
) Name:  
) Title:  
) I/We have the authority to bind  
) Korp Co.  
)

)  
)  
)  
)  
) **KORP CO. II**  
)

)  
) Per: M. J. Prokopych  
) Name: *Michael James Prokopych*  
) Title: *President*  
)

)  
) Per: \_\_\_\_\_  
) Name:  
) Title:  
) I/We have the authority to bind  
) Korp Co. II  
)





**R MOLLENHAUER HOLDINGS I  
INC.**

Per: \_\_\_\_\_

Name:

Title:

Per: \_\_\_\_\_

Name:

Title:

I/We have the authority to bind R.  
Mollenhauer Holdings I Inc.

Witness: \_\_\_\_\_

Name:

Address:

**ROB MOLLENHAUER**

*Nicole L Prokopetz*  
Witness: \_\_\_\_\_

Name: *NICOLE L PROKOPETZ*

Address: *6422 ENCLAVE DR.  
CLARKSTON, MI 48348-4858*

*Michael James Prokopetz*  
\_\_\_\_\_  
**MICHAEL JAMES PROKOPETZ**

[Signature page to Forbearance Agreement Third Amending Agreement- Certus Automotive Inc. et al.]

**SCHEDULE A**  
**FINANCIAL FORECASTS**

**SCHEDULE B  
CURRENT INDEBTEDNESS**

See attached.

Statement of Indebtedness								
As at: November 15, 2019								
<b>Borrower:</b>		<b>Certus Automotive Inc.</b>						
Facility Type	Loan Number	Currency	Principal	Interest	Fees	Total	Per Diem	Rate Per Annum
Operating Loan <sup>(1)</sup>	7312182-1728	USD	\$17,049,456.26	\$43,912.97	\$0.00	\$17,093,369.23	n/a	US Base Rate <sup>(2)</sup> + 1.50%
Term Loan	9233741-08-1728	CAD	\$1,861,893.75	\$42,420.57	\$0.00	\$1,904,314.32	\$252.50	Prime Rate <sup>(3)</sup> + 1.00%
Term Loan	9233741-10-1728	CAD	\$886,009.00	\$20,306.60	\$0.00	\$906,315.60	\$120.16	Prime Rate <sup>(3)</sup> + 1.00%
Term Loan	9233741-11-1728	CAD	\$1,392,772.80	\$31,732.32	\$0.00	\$1,424,505.12	\$188.88	Prime Rate <sup>(3)</sup> + 1.00%
Term Loan	9233741-15-1728	CAD	\$1,127,751.24	\$27,223.61	\$0.00	\$1,154,974.85	\$152.94	Prime Rate <sup>(3)</sup> + 1.00%
Term Loan	9233741-16-1728	CAD	\$1,310,606.89	\$31,637.69	\$0.00	\$1,342,244.58	\$177.74	Prime Rate <sup>(3)</sup> + 1.00%
Forbearance Fee <sup>(4)</sup>	n/a	CAD	\$0.00	\$0.00	\$50,000.00	\$50,000.00	n/a	n/a
Setup Fee <sup>(5)</sup>	n/a	CAD	\$0.00	\$0.00	\$50,000.00	\$50,000.00	n/a	n/a
Legal Fees <sup>(6)</sup>	n/a	CAD	\$0.00	\$0.00	\$151,048.23	\$151,048.23	n/a	n/a
Legal Fees <sup>(7)</sup>	n/a	USD	\$0.00	\$0.00	\$7,656.00	\$7,656.00	n/a	n/a
Advisor Fees <sup>(8)</sup>	n/a	CAD	\$0.00	\$0.00	\$17,500.00	\$17,500.00	n/a	n/a
<b>Total (CAD)</b>			<b>\$6,579,033.68</b>	<b>\$153,320.79</b>	<b>\$268,548.23</b>	<b>\$7,000,902.70</b>	<b>\$892.22</b>	
<b>Total (USD)</b>			<b>\$17,049,456.26</b>	<b>\$43,912.97</b>	<b>\$7,656.00</b>	<b>\$17,101,025.23</b>	<b>\$0.00</b>	
<b>Total (USD Equivalent) <sup>(9)</sup></b>			<b>\$22,044,546.75</b>	<b>\$160,320.83</b>	<b>\$211,549.58</b>	<b>\$22,416,417.15</b>	<b>\$677.41</b>	

(1) Operating Loan balance as at Nov 15/19; subject to change as the account fluctuates daily

(2) TD US Dollar Base Rate = 5.25%

(3) TD Prime Rate = 3.95%

(4) As per Forbearance Agreement dated Mar 21/19

(5) As per Expression of Interest dated May 22/19

(6) Miller Thomson LLP accrued legal fees of CDN\$151,048.23 up to Nov 14/19

(7) Diaz Igareda accrued legal fees of US\$7,656.00 up to Nov 15/19

(8) Deloitte accrued fees of CDN\$8,380.08 + WIP CDN\$9,119.92 up to Nov 11/19

(9) Based on USD/CAD rate of 1.31710 as at Oct 31/19

#### Operating Line Only

Statement of Indebtedness								
As at: November 15, 2019								
<b>Borrower:</b>		<b>Certus Automotive Inc.</b>						
Facility Type	Loan Number	Currency	Principal	Interest	Fees / Costs	Total	Per Diem	Rate Per Annum
Operating Loan <sup>(1)</sup>	7312182-1728	USD	\$17,049,456.26	\$43,912.97	\$0.00	\$17,093,369.23	n/a	US Base Rate <sup>(2)</sup> + 1.50%
<b>Total (USD)</b>			<b>\$17,049,456.26</b>	<b>\$43,912.97</b>	<b>\$0.00</b>	<b>\$17,093,369.23</b>	<b>\$0.00</b>	

(1) Operating Loan balance as at Nov 15/19; subject to change as the account fluctuates daily

(2) TD US Dollar Base Rate = 5.25%



**FORBEARANCE AGREEMENT  
FOURTH AMENDING AGREEMENT**

**THIS AGREEMENT** is made this 14 day of July, 2020.

**AMONG:**

**THE TORONTO-DOMINION BANK**

(hereinafter sometimes called the “**Bank**”)

OF THE FIRST PART

- and -

**CERTUS AUTOMOTIVE INC.**, a company incorporated under  
the laws of Ontario

(hereinafter sometimes called “**Certus Canada**”)

OF THE SECOND PART

- and -

**KEEN POINT INTERNATIONAL INC.**, a company  
incorporated under the laws of Ontario

(hereinafter sometimes called “**KPI Canada**”)

OF THE THIRD PART

- and -

**KEEN POINT INTERNATIONAL, INC.**, a company  
incorporated under the laws of Michigan

(hereinafter sometimes called “**KPI Michigan**”)

OF THE FOURTH PART

- and -

**R.I.M. MANAGEMENT CO.**, a company incorporated under the  
laws of Michigan

(hereinafter sometimes called “**RIM**”)

OF THE FIFTH PART



- 2 -

- and -

**CERTUS AUTOMOTIVE, S. de R.L. de C.V.**, a company  
incorporated under the laws of Mexico

(hereinafter sometimes called “**Certus Mexico**”)

OF THE SIXTH PART

- and -

**CERTUS AUTOMOTIVE, INC.**, a company incorporated under  
the laws of Michigan

(hereinafter sometimes called “**Certus US**”)

OF THE SEVENTH PART

- and -

**CERTUS AUTOMOTIVE SHENZHEN CO. LTD.**, a company  
incorporated under the laws of China

(hereinafter sometimes called “**Certus China**”)

OF THE EIGHTH PART

- and -

**CERTUS AUTOMOTIVE, (HK) LIMITED**, a  
company incorporated under the Laws of Hong Kong

(hereinafter sometimes called “**Certus Hong Kong**”)

OF THE NINTH PART

- and -

**CERTUS AUTOMOTIVE (EUROPE) GmbH**, a company  
incorporated under the laws of Germany

(hereinafter sometimes called “**Certus Europe**”)

OF THE TENTH PART

- and -

- 3 -

**KORP CO.**, a company incorporated under the laws of Michigan  
(hereinafter sometimes called “**KC**”)

OF THE ELEVENTH PART

- and -

**KORP CO. II**, a company incorporated under the laws of  
Michigan

(hereinafter sometimes called “**KCII**”)

OF THE TWELFTH PART

- and -

**R MOLLENHAUER HOLDINGS I INC.**, a company  
incorporated under the laws of Ontario

(hereinafter sometimes called “**RMH Inc.**” and together with  
Certus Europe, Certus Canada, KPI Canada, KPI Michigan, RIM,  
Certus Mexico, Certus US, Certus China, Certus Hong Kong, KC  
and KCII are sometimes referred to collectively as the “**Certus  
Automotive Group**” and individually as members of the Certus  
Automotive Group)

OF THE THIRTEENTH PART

- and -

**ROB MOLLENHAUER**, of the City of Toronto, Ontario

(hereinafter sometimes called “**Rob**”)

OF THE FOURTEENTH PART

- and -

**MICHAEL JAMES PROKOPETZ**, of the City of Clarkston,  
Michigan

(hereinafter sometimes called “**Jim**”)

OF THE FIFTEENTH PART

## WHEREAS:

- A. By a Forbearance Agreement dated March 21, 2019 (the “**Original Forbearance Agreement**”) as amended by an Amending Agreement dated April 2, 2019 (the “**First Amending Agreement**”), an Amending Agreement dated August 1, 2019 (the “**Second Amending Agreement**”), an Amending Agreement dated November 15, 2019 (the “**Third Amending Agreement**”) (such Original Forbearance Agreement, as amended by the First Amending Agreement, the Second Amending Agreement and the Third Amending Agreement, and as may be further amended, restated, supplemented from time to time (including pursuant to this Amending Agreement, as defined in Recital C below), collectively, the “**Forbearance Agreement**”), the Bank, each member of the Certus Automotive Group, Rob and Jim, agreed to a forbearance arrangement, the terms and conditions of which are set out in the Forbearance Agreement.
- B. The Bank, each member of the Certus Automotive Group, Rob and Jim each hereby agree and acknowledge that going forward the Forbearance Agreement shall be referred to as and called either the “**Agreement**” or the “**Forbearance Agreement**”.
- C. The Bank, each member of the Certus Automotive Group, Rob and Jim, are desirous of further amending the Forbearance Agreement and have agreed to enter into this Fourth Amending Agreement (the “**Amending Agreement**”).
- D. The Certus Automotive Group has committed the following new defaults under the Forbearance Agreement and the Loan Agreements:
- (a) On or around June 5, 2020, Rob notified the Bank that the Certus Automotive Group intended to discontinue its going concern operations of its business, which constitutes an Event of Default and a breach under the Forbearance Agreement (“**Breach 1**”);
  - (b) The Certus Automotive Group failed to fulfil its payment obligations due on or around June 15, 2020 as required in accordance with the terms and conditions of the Forbearance Agreement and the Loan Agreements, which constitutes an Event of Default and a breach under the Forbearance Agreement (“**Breach 2**”, and together with Breach 1, the “**Breaches**”).
- The particulars of the Breaches are more particular described in the copy of correspondence attached hereto as Schedule A.
- E. The Bank is in a position to enforce the Existing Security and the Additional Security and pursue all rights and remedies it may have in connection with respect to each of the members of the Certus Automotive Group, as it deems appropriate, including without limitation, by way of the appointment of a receiver and manager.
- F. On or around April 2020, Rob Mollenhauer of the Certus Automotive Group indicated to the Bank that due to an unexpected downturn in business resulting from the COVID-19 pandemic, the members of the Certus Group were looking for relief in respect to Certus Automotive Group’s payment obligations under the Loan Agreements in the form of a payment deferral on certain payments on the Obligations.

G. Subject to the terms and conditions herein, and provided that the Borrowers are not at any time in default under the Loan Agreement or the Forbearance Agreement during the Monthly Payment Deferral Period (as such term is defined herein), the Bank is prepared to agree to defer all required monthly principal payment payments only (the “**Monthly Payments**” and each a “**Monthly Payment**”) of the Obligations for five (5) months, such that no Monthly Payment is required in June, July, August, September or October (inclusive) in the year 2020 (the “**Monthly Payment Deferral Period**”) and such payments and all subsequent Monthly Payments, including the final principal instalment of the balance of the outstanding amount of the Obligations together with interest thereon, shall be due and payable on the earlier of: (i) five months after the original due date for such Monthly Payment; and (ii) the expiry of the Forbearance Period (the “**Monthly Payment Deferral**”). For greater certainty, the Monthly Payment that was due and payable in June 2020 shall be due and payable in November 2020 on the same day of the month as the June 2020 Monthly Payment was due and the Monthly Payments shall continue monthly thereafter until expiry of the Forbearance Period.

Notwithstanding anything else contained herein, for greater certainty interest on the outstanding principal amount of the Obligations shall continue to accrue and be due and payable during the Monthly Payment Deferral Period on the date on which such Monthly Payment would have been due but for the Monthly Payment Deferral.

- H. The Certus Automotive Group, Rob and Jim have requested that the Bank continue to forbear from enforcing its rights and remedies at this time and provide certain accommodations to the Certus Automotive Group to permit the Certus Automotive Group to conduct a sales process (each a “**Sale Proposal**”) with a view to consummating a purchase and sale transaction of all of the assets or all of the shares of the Certus Automotive Group (a “**Purchase Transaction**”).
- I. The Certus Automotive Group has or will retain Duff & Phelps LLP (“**D&P**”) to assist and advise the Certus Automotive Group with respect to soliciting and consummating a Purchase Transaction and assist with the Purchase Transaction Milestones (as defined below), including the professing of obtaining Sale Proposals.
- J. The Certus Automotive Group, Rob and Jim, as applicable, have each agreed to observe all of the provisions of this Agreement.
- K. The Certus Automotive Group, Rob and Jim have requested, and the Bank hereby agrees, subject to the terms and conditions herein, to: (i) tolerate the Breaches; (ii) consent to the Monthly Payment Deferral during the Monthly Payment Deferral Period; (iii) refrain from pursuing any of its remedies available under the Forbearance Agreement or elsewhere; and (iv) to amend and supplement certain provisions of the Forbearance Agreement.

NOW THEREFORE, this Agreement witnesses that in consideration of the mutual promises, covenants and agreements contained in the Forbearance Agreement and herein contained, and the sum of \$10.00 and other good valuable consideration the receipt and sufficiency of which are hereby acknowledged by each of the parties, the parties hereto agree each as follows:

**AGREEMENTS, COVENANTS, REPRESENTATIONS AND WARRANTIES**

1. Each of the capitalized terms used in this Amending Agreement, except where specifically otherwise defined in this Amending Agreement, shall have the same meaning as set out in the Forbearance Agreement.
2. All facts as set out in the recitals to this Amending Agreement are true and accurate in all respects, including for greater certainty the facts regarding the Breaches, and the parties hereto acknowledge that the recitals form an integral part of this Amending Agreement.
3. All terms and conditions and all recitals, covenants, representations, warranties, releases and undertakings provided for in the Forbearance Agreement are hereby affirmed, confirmed and agreed to, with effect as of the date of this Amending Agreement, save only to the extent, if any, to which the provisions of the Forbearance Agreement are amended or supplemented by the provisions of this Amending Agreement and provided that in the event of any express conflict between the provisions of this Amending Agreement and the provisions of the Forbearance Agreement, the provisions of this Amending Agreement shall govern to the extent necessary only to resolve such conflict. The expression "herein" and similar expressions used in this Amending Agreement shall mean the Forbearance Agreement as amended and supplemented by this Amending Agreement. References in the Forbearance Agreement to "this Agreement" and similar expressions shall mean the Forbearance Agreement as amended and supplemented by this Amending Agreement.
4. Nothing contained in this Amending Agreement shall have the effect of changing the nature of any of the Obligations from the Certus Automotive Group or the obligations of Rob and Jim in connection with their respective Existing Security, Additional Security and Existing Guarantees and Additional Guarantees nor of obligating the Bank to extend the Forbearance Period other than as expressly provided for herein.
5. None of the Certus Automotive Group, Rob or Jim dispute their respective liability to repay the Obligations, including the Loans and/or the amounts they have guaranteed, on any basis whatsoever and each member of Certus Automotive Group, Rob and Jim jointly and severally acknowledge and agree that:
  - (a) they have no claims for set-off, counterclaim or damages on any basis whatsoever against the Bank or any of its directors, officers, employees, representative or agents; and
  - (b) for value received waive any argument or defence that the failure of the Bank to take immediate steps to demand payment of its Loans, or to take any steps to exercise its rights as a result of the Breaches constitutes a waiver of any rights the Bank may have arising out of the Breaches or any breach of the same covenant at any other time.

6. The Bank hereby expressly reserves all rights and remedies to which it is entitled under the Forbearance Agreement and at law, including, for greater certainty, its rights in respect to the Wind-Down Plan.
7. Provided that there has been no Event of Default (other than the Breaches), then the Bank agrees to enter into discussions with the Borrowers to consider suitable terms and conditions for loan arrangements beyond the expiry of the Forbearance Period, including the consideration of the conditions as to additional equity and/or security for the Obligations, provided that nothing whatsoever in this Section 7 shall be construed as an obligation or a commitment on the part of the Bank to enter into any such arrangements.
8. Each of the members of the Certus Automotive Group shall carry out their business in compliance with the Financial Forecasts.
9. As of July 13, 2020, the aggregate principal amount of the Borrowers' Obligations to the Bank are the amounts as set out in Schedule B hereto, and such amounts remain due and owing in full to the Bank.
10. As consideration for the Bank entering into this Amending Agreement, each member of the Certus Automotive Group jointly and severally agrees to pay to the Bank an amendment fee in the aggregate amount of CDN\$15,000.00, which fee is fully earned at the time of execution of this Amending Agreement and such fee shall be fully due and payable and debited from Certus Canada's bank account with the Bank upon the execution and delivery of this Amending Agreement.
11. Each member of the Certus Automotive Group, Rob and Jim jointly and severally covenant and agree with the Bank that they will continue to adhere to the provisions of the Forbearance Agreement, as applicable.
12. Each member of the Certus Automotive Group, Rob and Jim jointly and severally covenant and agree to promptly provide, as determined by the Bank in its sole discretion, acting reasonably, to the Bank and its Advisor all information pertaining to the business of the Certus Automotive Group, the Existing Security, the Additional Security, the Existing Guarantees and Additional Guarantees, or any additional information related thereto as the Bank or its Advisor may reasonably request from time to time.
13. Each member of the Certus Automotive Group, Rob and Jim jointly and severally covenant and agree that they will promptly respond to all reasonable requests for information concerning each member of the Certus Automotive Group from the Bank's Advisor.

#### **DEFERRAL OF MONTHLY PRINCIPAL PAYMENTS**

14. Each member of the Certus Automotive Group, Rob and Jim jointly and severally acknowledges and agrees that the Bank's agreement to the Monthly Payment Deferral and Monthly Payment Deferral Period is conditional on the Certus Automotive Group satisfying the following milestones with respect to the Purchase Transactions on or before the deadlines for each milestone set out below (each a "**Purchase Transaction Milestone**"), each to the satisfaction of the Bank in its sole discretion, acting reasonably:

Date to Complete Purchase Transaction Milestone	Description of Purchase Transaction Milestone
On or Before August 14, 2020	Executed Letter of Intent, evidencing the resolution of the structure of the Purchase Transaction
On or Before September 11, 2020	Executed conditional purchase agreement in respect to the Purchase Transaction with deposit and additional deposit schedule
On or Before October 15, 2020	Waiver of conditions in favour of the purchaser, non-refundable deposits in respect the Purchase Transaction
On or Before October 31, 2020	Closing of transaction (including Court approval as may be necessary) of the Purchase Transaction.

15. Each member of the Certus Automotive Group, Rob and Jim jointly and severally acknowledges and agrees to cooperate with the Bank's Advisor at all times in connection with a Sale Process, Purchase Transaction and a Purchase Transaction Milestone. Each member of the Certus Automotive Group, Rob and Jim jointly and severally further acknowledges, covenants and agrees to adhere to the following additional requirements in connection with the Purchase Transaction Milestones:
- (a) Bi-Weekly update status call on the progress of the Purchase Transaction Milestones and more frequently if so requested in the Bank's sole discretion, with D&P, the Bank and the Bank's Advisor;
  - (b) Bank's Advisor shall at all times have access to: a) any data room set up in connection with a Purchase Transaction; b) any and all communication responses to information requests from potential purchasers of the assets or shares of the Certus Automotive Group; (c) management presentations in respect to the Certus Automotive Group; (d) videos of any facility tours that are part of such management presentations or otherwise separately requested; and (e) and segregated results;
  - (c) Each member of the Certus Automotive Group, Rob and Jim, as applicable, shall comply with the terms and conditions set out in the loan arrangements with FGI Worldwide LLC ("FGI") established on or around November 15, 2019, including all amendments to such loan arrangements documentation and all security and other documentation entered into in connection therewith (collectively, the "FGI Loan Documents");



- (d) Each member of the Certus Automotive Group, Rob and Jim jointly and severally, acknowledges, covenants and agrees to provide the Bank and its Advisor with:
  - (i) copies of all draft agreements received from potential purchasers relating to any Sale Process within two (2) business days of the Certus Automotive Group's receipt of same;
  - (ii) proforma net working capital and other closing calculations (including, estimated closing income statement and balance sheet, backlog for the balance of the year) each week commencing one week from the date hereof or such other dates if so requested by the Bank or the Advisor in their sole discretion;
  - (iii) cash flow forecasts of the Certus Automotive Group each week commencing one week from the date hereof and or such other dates if so requested by the Bank or the Advisor in their sole discretion; and
  - (iv) such other documents and reports as the Bank or its Advisor may reasonably require in connection with the Purchase Transaction Milestones.
- 16. Each member of the Certus Automotive Group, Rob and Jim jointly and severally acknowledge, covenant and agree that it shall be an Event of Default if any Transaction Purchase Milestone is not satisfied on or before the deadline set out in this Agreement.
- 17. Each member of the Certus Automotive Group, Rob and Jim jointly and severally acknowledge and agree that they are liable to pay, among other things, all of the Bank's legal fees and Advisor's professional reasonable fees and expenses incurred in connection with the Purchase Transaction Milestones as part of the Obligations in accordance with the balance of the Forbearance Agreement.

#### **AMENDMENTS**

- 18. Section 16 of the Original Forbearance Agreement shall be amended by replacing the date of "1<sup>st</sup> of May 2019" with the date of "31 of October 2020".

#### **INTERVENING EVENTS AND TERMINATION OF FORBEARANCE PERIOD**

- 19. This Forbearance Period shall forthwith expire on the earlier of the occurrence of any one of the following events:
  - (a) October 31, 2020;
  - (b) any member of the Certus Automotive Group, Rob and Jim defaults in the performance or observance of any covenant, term, agreement or condition of the Forbearance Agreement or the Loan Agreements, including, for greater certainty, if any Purchase Transaction Milestones is not satisfied



on or before the deadline set out in this Amendment Agreement for such milestone;


- (c) the consummation of a Purchase Transaction, on terms and conditions, and documentation satisfactory to the Bank in its sole discretion; and
- (d) any member of the Certus Automotive Group, Rob and Jim defaults in the performance or observance of any covenant, term, agreement or condition of any of the FGI Loan Documents.

## GENERAL

- 20. This Amending Agreement, and the covenants and conditions to be performed on the part of the Bank, are subject to the Bank obtaining the approval of Export Development Corporation to this Amending Agreement by no later than July 16, 2020 (which condition is for the sole benefit of the Bank and may be waived by it).
- 21. Each of members of Certus Automotive Group members, Rob and Jim hereby authorizes and consents to the Bank and its legal counsel providing a copy of the Forbearance Agreement, including this Amending Agreement, to FGI Worldwide LLC.
- 22. This Amending Agreement shall be binding upon the parties hereto and each of their respective successors and assigns.
- 23. Time will, in all respects, be of the essence in this Amending Agreement and no extension of time or variation of any term of this Amending Agreement will operate as a waiver of this provision.
- 24. This Amending Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract.
- 25. This Amending Agreement (and which incorporates the Forbearance Agreement as referred to above) constitutes the entire agreement of the parties with respect to the subject matter hereof and may not be amended or modified except by written consent signed by all parties.
- 26. Each of the Certus Automotive Group, Rob and Jim hereby acknowledges they have reviewed this Amending Agreement in its entirety with their legal counsel prior to executing this Amending Agreement.
- 27. This Amending Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Transmission by facsimile or electronic transmission in PDF format of an executed copy of this Amending Agreement shall be deemed to and constitute due and sufficient delivery of such counterpart.

*[Signature pages to follow]*

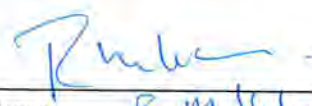
IN WITNESS WHEREOF each of the Bank, each member of the Certus Automotive Group, Rob and Jim have executed this Amending Agreement through their authorized representatives, all as of the date and year first above written.

) THE TORONTO-DOMINION BANK  
 )  
 )  
 )  
 ) Per:   
 ) \_\_\_\_\_  
 ) Name: Jeffrey Swan  
 ) Title: Director  
 )  
 )  
 )  
 ) Per: \_\_\_\_\_  
 ) Name:  
 ) Title:  
 ) I/We have the authority to bind  
 ) The Toronto-Dominion Bank

) CERTUS AUTOMOTIVE INC.  
 )  
 )  
 ) Per: \_\_\_\_\_  
 ) Name:  
 ) Title:  
 )  
 ) Per: \_\_\_\_\_  
 ) Name:  
 ) Title:  
 ) I/We have the authority to bind  
 ) Certus Automotive Inc.

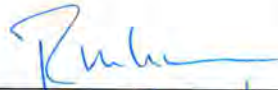
IN WITNESS WHEREOF each of the Bank, each member of the Certus Automotive Group, Rob and Jim have executed this Amending Agreement through their authorized representatives, all as of the date and year first above written.

) THE TORONTO-DOMINION BANK  
 )  
 )  
 )  
 ) Per: \_\_\_\_\_  
 ) Name:  
 ) Title:  
 )  
 )  
 ) Per: \_\_\_\_\_  
 ) Name:  
 ) Title:  
 ) I/We have the authority to bind  
 ) The Toronto-Dominion Bank

) CERTUS AUTOMOTIVE INC.  
 )  
 )  
 ) Per:   
 ) Name: R. Mottelund  
 ) Title: President  
 )  
 ) Per: \_\_\_\_\_  
 ) Name:  
 ) Title:  
 ) I/We have the authority to bind  
 ) Certus Automotive Inc.


[Signature page to Forbearance Agreement Fourth Amending Agreement- Certus Automotive Inc. et al.]

) KEEN POINT INTERNATIONAL INC.  
)  
)  
)

) Per:   
) Name: R. M. Mahoney  
) Title: President

) Per: \_\_\_\_\_  
) Name:  
) Title:  
) I/We have the authority to bind  
) Keen Point International Inc.

) KEEN POINT INTERNATIONAL, INC.  
)  
)  
)

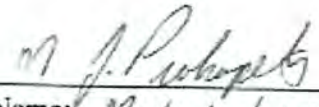
) Per:   
) Name: R. M. Mahoney  
) Title: President

) Per: \_\_\_\_\_  
) Name:  
) Title:  
) I/We have the authority to bind  
) Keen Point International, Inc.

[Signature page to Forbearance Agreement Fourth Amending Agreement- Certus Automotive Inc. et al.]

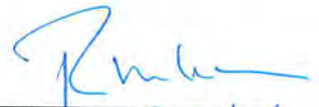


) R.I.M. MANAGEMENT CO.  
)  
)  
)

) Per:   
) Name: Michael James Prokopetz  
) Title: President  
)  
)

) Per: \_\_\_\_\_  
) Name:  
) Title:  
) I/We have the authority to bind the  
) R.I.M. Management Co.  
)


) CERTUS AUTOMOTIVE, S. de R.L. de  
) C.V.  
)  
)

) Per:   
) Name: R. Robinson  
) Title: President  
)  
)

) Per: \_\_\_\_\_  
) Name:  
) Title:  
) I/We have the authority to bind  
) Certus Automotive, S. de R.L. de  
) C.V.  
)

[Signature page to Forbearance Agreement Fourth Amending Agreement - Certus Automotive Inc. et al.]

) CERTUS AUTOMOTIVE, INC.  
)  
)  
)

) Per:   
)

) Name: R. M. Kaban  
)

) Title: President  
)  
)  
)

) Per: \_\_\_\_\_  
)

) Name:  
)

) Title:  
)

) I/We have the authority to bind  
) Certus Automotive, Inc.  
)

) CERTUS AUTOMOTIVE SHENZHEN  
) CO. LTD.  
)  
)

) Per:   
)

) Name: R. M. Kaban  
)

) Title: President  
)  
)  
)

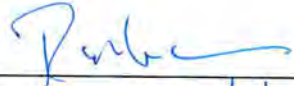
) Per: \_\_\_\_\_  
)

) Name:  
)

) Title:  
)


) I/We have the authority to bind  
) Certus Automotive Shenzhen Co.  
) Ltd.  
)

) CERTUS AUTOMOTIVE, (HK)  
) LIMITED  
)  
)  
)

) Per:   
) Name: R. M. Chau  
) Title: President

) Per: \_\_\_\_\_  
) Name:  
) Title:  
) I/We have the authority to bind  
) Certus Automotive, (HK) Limited

) CERTUS AUTOMOTIVE (EUROPE)  
) GmbH  
)  
)  
)

) Per:   
) Name: Managing Director  
) Title: R. M. Chau

) Per: \_\_\_\_\_  
) Name:  
) Title:  
) I/We have the authority to bind  
) Certus Automotive (Europe)  
) GmbH

[Signature page to Forbearance Agreement Fourth Amending Agreement- Certus Automotive Inc. et al.]



) Korp CO.  
)  
)  
)  
)

) Per: M. J. Prokopetz  
) Name: Michael James Prokopetz  
) Title: President  
)  
)

) Per: \_\_\_\_\_  
) Name:  
) Title:  
) I/We have the authority to bind  
) Korp Co.  
)

) Korp CO. II  
)  
)  
)  
)

) Per: M. J. Prokopetz  
) Name: Michael James Prokopetz  
) Title: President  
)  
)

) Per: \_\_\_\_\_  
) Name:  
) Title:  
) I/We have the authority to bind  
) Korp Co. II  
)

[Signature page to Forbearance Agreement Fourth Amending Agreement- Certus Automotive Inc. et al.]

R MOLLENHAUER HOLDINGS I INC.

Per:

[Signature]  
Name: R. Mollenhauer

Title: [Signature]

Per:

Name:

Title:

I/We have the authority to bind R. Mollenhauer Holdings I Inc.

[Signature]

Witness:

Name: Sean Zweig

Address: 3400-100 King Street West  
Toronto, ON M5X 1A4

[Signature]

ROB MOLLENHAUER

[Signature]

Witness:

Name: NICOLE L. PROKOPETZ

Address: 6422 ENCLAVE DR.  
CLARKSTON, MI 48348-4858

[Signature]

MICHAEL JAMES PROKOPETZ

[Signature page to Forbearance Agreement Fourth Amending Agreement - Certus Automotive Inc. et al.]

**SCHEDULE A**  
**CORRESPONDENCE WITH RESPECT TO THE BREACHES**

See attached.

---

**From:** Carhart, Jeffrey  
**Sent:** Wednesday, June 17, 2020 5:17 PM  
**To:** Sean Zweig <[ZweigS@bennettjones.com](mailto:ZweigS@bennettjones.com)>  
**Subject:** RE: Certus

Dear Sean

Further to my earlier correspondence of June 5<sup>th</sup> below, Certus has committed another default under its loan arrangements with TD Bank.

In that regard, cut and pasted in below is an e mail already sent yesterday by Jeff Swan of TD directly to Rob Mollenhauer and Jim Prokopetz at Certus.

As was the case with respect to the earlier default described in my June 5<sup>th</sup> e mail in the chain below, TD Bank does not waive compliance with the obligations provided for under the agreements and security which Certus has entered into in favor of TD Bank. TD Bank reserves all of its rights and remedies as a result of the current default. If Certus fails to rectify the defaults to the complete satisfaction of TD Bank, the Bank will exercise any and all rights and remedies under such agreements and security, and/or such rights and remedies as may be otherwise available to it at law.

Nothing in this correspondence or in any ongoing discussion, negotiations or communications in any form between TD Bank and Certus nor any delay on the part of TD Bank in exercising its enforcement rights shall constitute any waiver by TD Bank of the defaults or its enforcement rights.

\*\*

**JEFFREY C. CARHART**  
Partner

**Miller Thomson LLP**  
Scotia Plaza  
40 King Street West, Suite 5800  
P.O. Box 1011  
Toronto, Ontario M5H 3S1  
**Direct Line:** +1 416.595.8615  
**Fax:** +1 416.595.8695  
**Email:** [jcarhart@millerthomson.com](mailto:jcarhart@millerthomson.com)  
**millerthomson.com**

Connect with us on [LinkedIn](#)  
View my [web page](#)



Please consider the environment before printing this email.

[Our COVID-19 preparedness and support commitment](#)

**From:** Swan, Jeffrey [<mailto:jeff.swan@td.com>]

**Sent:** Tuesday, June 16, 2020 12:22 PM

**To:** Rob Mollenhauer <[rmoll@certusauto.com](mailto:rmoll@certusauto.com)>; Jim Prokopetz <[jprok@certusauto.com](mailto:jprok@certusauto.com)>

**Cc:** Vos, Michael <[michael.vos@td.com](mailto:michael.vos@td.com)>; Phongsivorabouth, Richard <[Richard.Phongsivorabouth@td.com](mailto:Richard.Phongsivorabouth@td.com)>; Carhart, Jeffrey <[jcarhart@millertomson.com](mailto:jcarhart@millertomson.com)>; Casey, Paul <[paucasey@deloitte.ca](mailto:paucasey@deloitte.ca)>

**Subject:** [\*\*EXT\*\*] Payment Default

**Importance:** High

Rob and Jim,

The USD payment was made today and the bank account is now in an unauthorized excess position of **US\$100,816.80**. This constitutes both a payment default and a default under the Forbearance Agreement. **The expectation is that this unauthorized excess is rectified immediately.**

**Entity:** Certus Automotive Inc.  
**Account No.:** \*\*\*4304-1728  
**Currency:** USD

**Transaction Summary - Actual**

Date	Transaction	Amount	DR/CR	Balance
June 16, 2020	Opening Balance			\$5,055.63
June 16, 2020	Scheduled Jun 15/20 Principal Payment	\$62,500.00	DR	-\$57,444.37
June 16, 2020	Term Loan Interest Payment	\$43,872.43	DR	-\$101,316.80
June 16, 2020	Transfer from ***4312-1728	\$500.00	CR	-\$100,816.80

For the second term loan, the payment is scheduled for Jun 18/20. Reviewing the current account balance, the bank account will be in an unauthorized excess position of approximately **CDN\$121,597.71** after the Jun 18/20 payment, assuming no further cash inflows. This would also constitute a payment default and default under the forbearance agreement.

**Entity:** Certus Automotive Inc.  
**Account No.:** \*\*\*3741-1728  
**Currency:** CAD

**Transaction Summary - Projected**

Date	Transaction	Amount	DR/CR	Balance
June 16, 2020	Opening Balance			\$27,735.24
June 16, 2020	Outgoing Wire Payment	\$25,735.24	DR	\$2,000.00
June 18, 2020	Scheduled Jun 18/20 Principal Payment	\$83,333.33	DR	-\$81,333.33
June 18, 2020	Estimated Term Loan Interest Payment	\$40,264.38	DR	-\$121,597.71

Regards,

Jeffrey Swan | Director, Financial Restructuring Group | **TD Commercial Banking**  
TD Bank Tower, 66 Wellington Street West, 39<sup>th</sup> Floor, Toronto Ontario M5K 1E9  
T: 416-308-9215 | C: 416 738 7145 | F: 416-982-7710

**From:** Carhart, Jeffrey  
**Sent:** Friday, June 5, 2020 6:15 PM  
**To:** Sean Zweig <[ZweigS@bennettjones.com](mailto:ZweigS@bennettjones.com)>  
**Subject:** RE: Certus

Sean

Further to our discussions today, I have now spoken with TD Bank and Deloitte.

TD Bank has received Rob Mollenhauer's communication to the effect that the Certus Automotive Group of companies (collectively "Certus") intends to discontinue its going concern operations at this time.

That situation will, of course, constitute a fresh default under the loan arrangements between Certus and TD Bank.

Among other things, as you know, Certus has consented to the appointment of a Receiver in such a situation.

TD is mindful of the inter creditor agreement with FGI (which agreement Certus is also a party to).

As I mentioned to you in one of our discussions today, that inter creditor agreement contains obligations which, in plain terms, require ongoing payments to TD if the equipment which is subject to TD's security is used to generate assets which will be used to pay down the indebtedness to FGI. Based on the communications between the parties, it is TD's understanding that this is exactly what is going to happen over the next period of time, if events unfold in the manner that Certus and FGI plan.

In the circumstances, we suggest that we have a video and or telephone meeting/ discussion concerning how that process will unfold as far as Certus is planning – that meeting/ discussion would include (i) Certus (ii) Deloitte (iii) Bennett Jones (iv) Miller Thomson. We are available to have that discussion over the weekend. It may be beneficial to include FGI and/or Conway MacKenzie in that discussion given that, as I said, FGI has a significant stakeholding in the situation and given that, again, it is TD Bank's understanding that it is Certus's plan that the equipment that is subject to TD's security will be used to generate assets that will be used to pay down indebtedness to FGI. The goal of the discussion is to identify the most efficient, commercially reasonable approach to dealing with this situation, recognizing the security interests of TD Bank and FGI and the Intercreditor agreement (to which Certus is also a party).

Please advise as to your availability for such a discussion. In the meantime, I also take this opportunity to set out the amount of the indebtedness to TD Bank :

Statement of Indebtedness					
As at: June 5, 2020					
<b>Borrower:</b>		<b>Certus Automotive Inc.</b>			
Facility Type	Loan Number	Currency	Principal	Interest	Total
Term Loan	9233741-04-1728	CAD	\$9,500,000.02	\$24,778.08	\$9,524,778.10
Term Loan	9233741-18-1728	USD	\$7,125,000.00	\$22,643.84	\$7,147,643.84
<b>Total (CAD)</b>			<b>\$9,500,000.02</b>	<b>\$24,778.08</b>	<b>\$9,524,778.10</b>
<b>Total (USD)</b>			<b>\$7,125,000.00</b>	<b>\$22,643.84</b>	<b>\$7,147,643.84</b>
<b>Total (USD Equivalent) <sup>(1)</sup></b>			<b>\$14,157,869.43</b>	<b>\$40,987.10</b>	<b>\$14,198,856.53</b>

(1) Based on Bank of Canada USD/CAD Rate of 1.3508 as at June 4, 2020.

Please provide a copy of this notice of default to all of the borrowers and guarantors with respect to the Certus indebtedness as you have done in the past.

Thank you.

**JEFFREY C. CARHART**

Partner

**Miller Thomson LLP**

Scotia Plaza  
40 King Street West, Suite 5800  
P.O. Box 1011  
Toronto, Ontario M5H 3S1

**Direct Line:** +1 416.595.8615

**Fax:** +1 416.595.8695

**Email:** [jcarhart@millerthomson.com](mailto:jcarhart@millerthomson.com)

**millerthomson.com**

Connect with us on [LinkedIn](#)

View my [web page](#)



Please consider the environment before printing this email.

[Our COVID-19 preparedness and support commitment](#)

---

**From:** Carhart, Jeffrey  
**Sent:** Friday, June 5, 2020 3:16 PM  
**To:** Sean Zweig <[ZweigS@bennettjones.com](mailto:ZweigS@bennettjones.com)>  
**Subject:** RE: Certus

Sean...I just left you another voice message

Can you please call me back again at 416-237-0481

Thanks

**JEFFREY C. CARHART**

Partner

**Miller Thomson LLP**

Scotia Plaza  
40 King Street West, Suite 5800  
P.O. Box 1011  
Toronto, Ontario M5H 3S1

**Direct Line:** +1 416.595.8615

**Fax:** +1 416.595.8695

**Email:** [jcarhart@millerthomson.com](mailto:jcarhart@millerthomson.com)

**millerthomson.com**

Connect with us on [LinkedIn](#)  
View my [web page](#)



Please consider the environment before printing this email.

[Our COVID-19 preparedness and support commitment](#)

---

**From:** Sean Zweig [<mailto:ZweigS@bennettjones.com>]  
**Sent:** Friday, June 5, 2020 2:25 PM  
**To:** Carhart, Jeffrey <[jcarhart@millertomson.com](mailto:jcarhart@millertomson.com)>  
**Subject:** RE: Certus

Thanks. I will call you shortly.



Sean Zweig  
**Partner\***, Bennett Jones LLP  
\*Denotes Professional Corporation

3400 One First Canadian Place, P.O. Box 130, Toronto, ON, M5X 1A4  
T. [416 777 6254](tel:4167776254) | F. [416 863 1716](tel:4168631716)  
E. [zweigs@bennettjones.com](mailto:zweigs@bennettjones.com)

---

**From:** Carhart, Jeffrey <[jcarhart@millertomson.com](mailto:jcarhart@millertomson.com)>  
**Sent:** Friday, June 5, 2020 2:23 PM  
**To:** Sean Zweig <[ZweigS@bennettjones.com](mailto:ZweigS@bennettjones.com)>  
**Subject:** RE: Certus

Sean....I left you a voice message on your office number

Again, I am at 416-237-0481

Thanks

**JEFFREY C. CARHART**  
Partner

**Miller Thomson LLP**  
Scotia Plaza  
40 King Street West, Suite 5800  
P.O. Box 1011  
Toronto, Ontario M5H 3S1  
**Direct Line:** +1 416.595.8615  
**Fax:** +1 416.595.8695  
**Email:** [jcarhart@millertomson.com](mailto:jcarhart@millertomson.com)  
[millertomson.com](http://millertomson.com)

Connect with us on [LinkedIn](#)  
View my [web page](#)





Please consider the environment before printing this email.

[Our COVID-19 preparedness and support commitment](#)

---

**From:** Carhart, Jeffrey  
**Sent:** Friday, June 5, 2020 1:03 PM  
**To:** Sean Zweig <[ZweigS@bennettjones.com](mailto:ZweigS@bennettjones.com)>  
**Subject:** RE: Certus

Yes, I am Sean

The best number is 416-237-0481

Thanks

**JEFFREY C. CARHART**  
Partner

**Miller Thomson LLP**  
Scotia Plaza  
40 King Street West, Suite 5800  
P.O. Box 1011  
Toronto, Ontario M5H 3S1  
**Direct Line:** +1 416.595.8615  
**Fax:** +1 416.595.8695  
**Email:** [jcarhart@millerthomson.com](mailto:jcarhart@millerthomson.com)  
**millerthomson.com**

Connect with us on [LinkedIn](#)  
View my [web page](#)



Please consider the environment before printing this email.

[Our COVID-19 preparedness and support commitment](#)

---

**From:** Sean Zweig [<mailto:ZweigS@bennettjones.com>]  
**Sent:** Friday, June 5, 2020 12:56 PM  
**To:** Carhart, Jeffrey <[jcarhart@millerthomson.com](mailto:jcarhart@millerthomson.com)>  
**Subject:** [\*\*EXT\*\*] Certus

You free to speak?



Sean Zweig  
**Partner\***, Bennett Jones LLP  
\*Denotes Professional Corporation

3400 One First Canadian Place, P.O. Box 130, Toronto, ON, M5X 1A4  
T. [416 777 6254](tel:4167776254) | F. [416 863 1716](tel:4168631716)  
E. [zweigs@bennettjones.com](mailto:zweigs@bennettjones.com)

Bennett Jones is committed to mitigating the spread of COVID-19. We have transitioned to a remote work environment and continue to provide complete and uninterrupted service to our clients. Visit our COVID-19 Resource Centre (<https://www.bennettjones.com/COVID-19>) for timely legal updates.

The contents of this message may contain confidential and/or privileged subject matter. If this message has been received in error, please contact the sender and delete all copies. Like other forms of communication, e-mail communications may be vulnerable to interception by unauthorized parties. If you do not wish us to communicate with you by e-mail, please notify us at your earliest convenience. In the absence of such notification, your consent is assumed. Should you choose to allow us to communicate by e-mail, we will not take any additional security measures (such as encryption) unless specifically requested.

If you no longer wish to receive commercial messages, you can unsubscribe by accessing this link:  
<http://www.bennettjones.com/unsubscribe>

-----  
[EXTERNAL EMAIL / COURRIEL EXTERNE]

Please report any suspicious attachments, links, or requests for sensitive information.

Veillez rapporter la présence de pièces jointes, de liens ou de demandes d'information sensible qui vous semblent suspectes.

-----  
You can [subscribe](#) to Miller Thomson's free electronic communications, or [unsubscribe](#) at any time.

CONFIDENTIALITY: This e-mail message (including attachments, if any) is confidential and is intended only for the addressee. Any unauthorized use or disclosure is strictly prohibited. Disclosure of this e-mail to anyone other than the intended addressee does not constitute waiver of privilege. If you have received this communication in error, please notify us immediately and delete this. Thank you for your cooperation. This message has not been encrypted. Special arrangements can be made for encryption upon request. If you no longer wish to receive e-mail messages from Miller Thomson, please contact the sender.

Visit our website at [www.millerthomson.com](http://www.millerthomson.com) for information about our firm and the services we provide.

Il est possible de [s'abonner](#) aux communications électroniques gratuites de Miller Thomson ou de s'en [désabonner](#) à tout moment.

CONFIDENTIALITÉ: Ce message courriel (y compris les pièces jointes, le cas échéant) est confidentiel et destiné uniquement à la personne ou à l'entité à qui il est adressé. Toute utilisation ou divulgation non permise est strictement interdite. L'obligation de confidentialité et de secret professionnel demeure malgré toute divulgation. Si vous avez reçu le présent courriel et ses annexes par erreur, veuillez nous en informer immédiatement et le détruire. Nous vous remercions de votre collaboration. Le présent message n'a pas été crypté. Le cryptage est possible sur demande spéciale. Communiquer avec l'expéditeur pour ne plus recevoir de courriels de la part de Miller Thomson.

Pour tout renseignement au sujet des services offerts par notre cabinet, visitez notre site Web à [www.millerthomson.com](http://www.millerthomson.com)

Bennett Jones is committed to mitigating the spread of COVID-19. We have transitioned to a remote work

environment and continue to provide complete and uninterrupted service to our clients. Visit our COVID-19 Resource Centre (<https://www.bennettjones.com/COVID-19>) for timely legal updates.

The contents of this message may contain confidential and/or privileged subject matter. If this message has been received in error, please contact the sender and delete all copies. Like other forms of communication, e-mail communications may be vulnerable to interception by unauthorized parties. If you do not wish us to communicate with you by e-mail, please notify us at your earliest convenience. In the absence of such notification, your consent is assumed. Should you choose to allow us to communicate by e-mail, we will not take any additional security measures (such as encryption) unless specifically requested.

If you no longer wish to receive commercial messages, you can unsubscribe by accessing this link: <http://www.bennettjones.com/unsubscribe>

**From:** Carhart, Jeffrey  
**Sent:** Friday, June 5, 2020 6:15 PM  
**To:** Sean Zweig <[ZweigS@bennettjones.com](mailto:ZweigS@bennettjones.com)>  
**Subject:** RE: Certus

Sean

Further to our discussions today, I have now spoken with TD Bank and Deloitte.

TD Bank has received Rob Mollenhauer's communication to the effect that the Certus Automotive Group of companies (collectively "Certus") intends to discontinue its going concern operations at this time.

That situation will, of course, constitute a fresh default under the loan arrangements between Certus and TD Bank.

Among other things, as you know, Certus has consented to the appointment of a Receiver in such a situation.

TD is mindful of the inter creditor agreement with FGI (which agreement Certus is also a party to).

As I mentioned to you in one of our discussions today, that inter creditor agreement contains obligations which, in plain terms, require ongoing payments to TD if the equipment which is subject to TD's security is used to generate assets which will be used to pay down the indebtedness to FGI. Based on the communications between the parties, it is TD's understanding that this is exactly what is going to happen over the next period of time, if events unfold in the manner that Certus and FGI plan.

In the circumstances, we suggest that we have a video and or telephone meeting/ discussion concerning how that process will unfold as far as Certus is planning – that meeting/ discussion would include (i) Certus (ii) Deloitte (iii) Bennett Jones (iv) Miller Thomson. We are available to have that discussion over the weekend. It may be beneficial to include FGI and/or Conway MacKenzie in that discussion given that, as I said, FGI has a significant stakeholding in the situation and given that, again, it is TD Bank's understanding that it is Certus's plan that the equipment that is subject to TD's security will be used to generate assets that will be used to pay down indebtedness to FGI. The goal of the discussion is to identify the most efficient, commercially reasonable approach to dealing with this situation, recognizing the security interests of TD Bank and FGI and the Intercreditor agreement (to which Certus is also a party).

Please advise as to your availability for such a discussion. In the meantime, I also take this opportunity to set out the amount of the indebtedness to TD Bank :

Statement of Indebtedness					
As at: June 5, 2020					
<b>Borrower:</b>		Certus Automotive Inc.			
Facility Type	Loan Number	Currency	Principal	Interest	Total
Term Loan	9233741-04-1728	CAD	\$9,500,000.02	\$24,778.08	\$9,524,778.10
Term Loan	9233741-18-1728	USD	\$7,125,000.00	\$22,643.84	\$7,147,643.84
<b>Total (CAD)</b>			<b>\$9,500,000.02</b>	<b>\$24,778.08</b>	<b>\$9,524,778.10</b>
<b>Total (USD)</b>			<b>\$7,125,000.00</b>	<b>\$22,643.84</b>	<b>\$7,147,643.84</b>

<b>Total (USD Equivalent) <sup>(1)</sup></b>			<b>\$14,157,869.43</b>	<b>\$40,987.10</b>	<b>\$14,198,856.53</b>
--	--	--	------------------------	--------------------	------------------------

(1) Based on Bank of Canada USD/CAD Rate of 1.3508 as at June 4, 2020.

Please provide a copy of this notice of default to all of the borrowers and guarantors with respect to the Certus indebtedness as you have done in the past.

Thank you.

**JEFFREY C. CARHART**  
Partner

**Miller Thomson LLP**  
Scotia Plaza  
40 King Street West, Suite 5800  
P.O. Box 1011  
Toronto, Ontario M5H 3S1  
**Direct Line:** +1 416.595.8615  
**Fax:** +1 416.595.8695  
**Email:** [jcarhart@millerthomson.com](mailto:jcarhart@millerthomson.com)  
**millerthomson.com**

Connect with us on [LinkedIn](#)  
View my [web page](#)



Please consider the environment before printing this email.

[Our COVID-19 preparedness and support commitment](#)

---

**From:** Carhart, Jeffrey  
**Sent:** Friday, June 5, 2020 3:16 PM  
**To:** Sean Zweig <[ZweigS@bennettjones.com](mailto:ZweigS@bennettjones.com)>  
**Subject:** RE: Certus

Sean...I just left you another voice message

Can you please call me back again at 416-237-0481

Thanks

**JEFFREY C. CARHART**  
Partner

**Miller Thomson LLP**  
Scotia Plaza  
40 King Street West, Suite 5800

P.O. Box 1011  
Toronto, Ontario M5H 3S1  
**Direct Line:** +1 416.595.8615  
**Fax:** +1 416.595.8695  
**Email:** [jcarhart@millerthomson.com](mailto:jcarhart@millerthomson.com)  
**millerthomson.com**

Connect with us on [LinkedIn](#)  
View my [web page](#)



**Please consider the environment before printing this email.**

[Our COVID-19 preparedness and support commitment](#)

---

**From:** Sean Zweig [<mailto:ZweigS@bennettjones.com>]  
**Sent:** Friday, June 5, 2020 2:25 PM  
**To:** Carhart, Jeffrey <[jcarhart@millerthomson.com](mailto:jcarhart@millerthomson.com)>  
**Subject:** RE: Certus

Thanks. I will call you shortly.



Sean Zweig  
**Partner\***, Bennett Jones LLP  
\*Denotes Professional Corporation

3400 One First Canadian Place, P.O. Box 130, Toronto, ON, M5X 1A4  
T. [416 777 6254](tel:4167776254) | F. [416 863 1716](tel:4168631716)  
E. [zweigs@bennettjones.com](mailto:zweigs@bennettjones.com)

---

**From:** Carhart, Jeffrey <[jcarhart@millerthomson.com](mailto:jcarhart@millerthomson.com)>  
**Sent:** Friday, June 5, 2020 2:23 PM  
**To:** Sean Zweig <[ZweigS@bennettjones.com](mailto:ZweigS@bennettjones.com)>  
**Subject:** RE: Certus

Sean....I left you a voice message on your office number

Again, I am at 416-237-0481

Thanks

**JEFFREY C. CARHART**  
Partner

**Miller Thomson LLP**  
Scotia Plaza  
40 King Street West, Suite 5800  
P.O. Box 1011  
Toronto, Ontario M5H 3S1  
**Direct Line:** +1 416.595.8615  
**Fax:** +1 416.595.8695  
**Email:** [jcarhart@millerthomson.com](mailto:jcarhart@millerthomson.com)  
**millerthomson.com**

Connect with us on [LinkedIn](#)  
View my [web page](#)



Please consider the environment before printing this email.

[Our COVID-19 preparedness and support commitment](#)

---

**From:** Carhart, Jeffrey  
**Sent:** Friday, June 5, 2020 1:03 PM  
**To:** Sean Zweig <[ZweigS@bennettjones.com](mailto:ZweigS@bennettjones.com)>  
**Subject:** RE: Certus

Yes, I am Sean

The best number is 416-237-0481

Thanks

**JEFFREY C. CARHART**  
Partner

**Miller Thomson LLP**  
Scotia Plaza  
40 King Street West, Suite 5800  
P.O. Box 1011  
Toronto, Ontario M5H 3S1  
**Direct Line:** +1 416.595.8615  
**Fax:** +1 416.595.8695  
**Email:** [jcarhart@millerthomson.com](mailto:jcarhart@millerthomson.com)  
**millerthomson.com**

Connect with us on [LinkedIn](#)  
View my [web page](#)



Please consider the environment before printing this email.

[Our COVID-19 preparedness and support commitment](#)

---

**From:** Sean Zweig [<mailto:ZweigS@bennettjones.com>]  
**Sent:** Friday, June 5, 2020 12:56 PM  
**To:** Carhart, Jeffrey <[jcarhart@millerthomson.com](mailto:jcarhart@millerthomson.com)>  
**Subject:** [\*\*EXT\*\*] Certus

You free to speak?

Sean Zweig



**Partner\***, Bennett Jones LLP  
\*Denotes Professional Corporation

3400 One First Canadian Place, P.O. Box 130, Toronto, ON, M5X 1A4  
T. 416 777 6254 | F. 416 863 1716  
E. [zweigs@bennettjones.com](mailto:zweigs@bennettjones.com)

Bennett Jones is committed to mitigating the spread of COVID-19. We have transitioned to a remote work environment and continue to provide complete and uninterrupted service to our clients. Visit our COVID-19 Resource Centre (<https://www.bennettjones.com/COVID-19>) for timely legal updates.

The contents of this message may contain confidential and/or privileged subject matter. If this message has been received in error, please contact the sender and delete all copies. Like other forms of communication, e-mail communications may be vulnerable to interception by unauthorized parties. If you do not wish us to communicate with you by e-mail, please notify us at your earliest convenience. In the absence of such notification, your consent is assumed. Should you choose to allow us to communicate by e-mail, we will not take any additional security measures (such as encryption) unless specifically requested.

If you no longer wish to receive commercial messages, you can unsubscribe by accessing this link:  
<http://www.bennettjones.com/unsubscribe>

-----  
[EXTERNAL EMAIL / COURRIEL EXTERNE]

Please report any suspicious attachments, links, or requests for sensitive information.

Veillez rapporter la présence de pièces jointes, de liens ou de demandes d'information sensible qui vous semblent suspects.

-----  
You can [subscribe](#) to Miller Thomson's free electronic communications, or [unsubscribe](#) at any time.

CONFIDENTIALITY: This e-mail message (including attachments, if any) is confidential and is intended only for the addressee. Any unauthorized use or disclosure is strictly prohibited. Disclosure of this e-mail to anyone other than the intended addressee does not constitute waiver of privilege. If you have received this communication in error, please notify us immediately and delete this. Thank you for your cooperation. This message has not been encrypted. Special arrangements can be made for encryption upon request. If you no longer wish to receive e-mail messages from Miller Thomson, please contact the sender.

Visit our website at [www.millerthomson.com](http://www.millerthomson.com) for information about our firm and the services we provide.

Il est possible de [s'abonner](#) aux communications électroniques gratuites de Miller Thomson ou de s'en [désabonner](#) à tout moment.

CONFIDENTIALITÉ: Ce message courriel (y compris les pièces jointes, le cas échéant) est confidentiel et destiné uniquement à la personne ou à l'entité à qui il est adressé. Toute utilisation ou divulgation non permise est strictement interdite. L'obligation de confidentialité et de secret professionnel demeure malgré toute divulgation. Si vous avez reçu le présent courriel et ses annexes par erreur, veuillez nous en informer immédiatement et le détruire. Nous vous remercions de votre collaboration. Le présent message n'a pas été crypté. Le cryptage est possible sur demande spéciale. Communiquer avec l'expéditeur pour ne plus recevoir de courriels de la part de Miller Thomson.



Pour tout renseignement au sujet des services offerts par notre cabinet, visitez notre site Web à [www.millerthomson.com](http://www.millerthomson.com)

Bennett Jones is committed to mitigating the spread of COVID-19. We have transitioned to a remote work environment and continue to provide complete and uninterrupted service to our clients. Visit our COVID-19 Resource Centre (<https://www.bennettjones.com/COVID-19>) for timely legal updates.

The contents of this message may contain confidential and/or privileged subject matter. If this message has been received in error, please contact the sender and delete all copies. Like other forms of communication, e-mail communications may be vulnerable to interception by unauthorized parties. If you do not wish us to communicate with you by e-mail, please notify us at your earliest convenience. In the absence of such notification, your consent is assumed. Should you choose to allow us to communicate by e-mail, we will not take any additional security measures (such as encryption) unless specifically requested.

If you no longer wish to receive commercial messages, you can unsubscribe by accessing this link: <http://www.bennettjones.com/unsubscribe>

**SCHEDULE B**  
**CURRENT INDEBTEDNESS**

**Statement of Indebtedness**  
As at: July 13, 2020

**Borrower:** Certus Automotive Inc.

Facility Type	Loan Number	Currency	Principal	Interest	Total
Term Loan	9233741-04-1728	CAD	\$9,500,000.02	\$40,264.38	\$9,540,264.40
Term Loan	9233741-18-1728	USD	\$7,125,000.00	\$36,796.23	\$7,161,796.23
Unauthorized Overdraft	5233741-1728	CAD	\$0.00	\$534.04	\$534.04
Unauthorized Overdraft	7314304-1728	USD	\$0.00	\$460.73	\$460.73
<b>Total (CAD)</b>			<b>\$9,500,000.02</b>	<b>\$40,798.42</b>	<b>\$9,540,798.44</b>
<b>Total (USD)</b>			<b>\$7,125,000.00</b>	<b>\$37,256.96</b>	<b>\$7,162,256.96</b>

<b>Total (USD Equivalent) <sup>(1)</sup></b>			<b>\$14,127,284.97</b>	<b>\$67,328.77</b>	<b>\$14,194,613.74</b>
--	--	--	------------------------	--------------------	------------------------

(1) Based on Bank of Canada USD/CAD Rate of 1.3567 as at July 13, 2020.

**This is Exhibit "E" referred to in the affidavit  
of JEFFREY SWAN, SWORN BEFORE ME**

**this** 6/18/2021 \_\_\_\_\_.

DocuSigned by:

*Asim Iqbal*

\_\_\_\_\_  
**A COMMISSIONER FOR TAKING AFFIDAVITS**



## TD Bank Group General Security Agreement

TO: The Toronto-Dominion Bank (the "Bank")

Branch of the Bank: 1728

Granted By: CERTUS AUTOMOTIVE INC.

(the "Grantor")

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor agrees with the Bank as follows:

### 1. Security Interest

The Grantor hereby grants to the Bank a security interest in, and assigns (other than with respect to trade-marks), mortgages, charges and pledges (collectively, the "Security Interest") to the Bank, all property of the Grantor, including all property of the kind hereinafter described below, in which the Grantor now has, or hereafter acquires, any right, title or interest, and accretions and accessions thereto (collectively called the "Collateral"):

- (a) **Intangibles.** All intangible property not otherwise described in this Section 1, including all contractual rights and insurance claims, options, permits, licences, quotas, subsidies, franchises, orders, judgments, patents, trademarks, trade names, trade secrets and know-how, inventions, goodwill, copyrights and other intellectual property of the Grantor, including any right or licence to use intellectual property belonging to a third party (collectively called "Intangibles");
- (b) **Chattel Paper and Documents of Title.** All chattel paper and all warehouse receipts, bills of lading and other documents of title, whether negotiable or not;
- (c) **Deposits and Credit Balances.** All monies and credit balances, including interest due thereon, which are now or may hereafter from time to time be on deposit with or standing to the credit of the Grantor with the Bank or any other bank, financial institution or other Person;
- (d) **Books and Records.** All deeds, documents, writings, papers, books of account and other books and records in any form, electronic or otherwise, relating to or evidencing any of the Collateral;
- (e) **Accounts and Book Debts.** All debts, accounts, claims and choses in action for moneys now due or owing or accruing due or which may hereafter become due or owing to the Grantor, including claims against the Crown in right of Canada or of any province, moneys which may become payable under any policy of insurance (collectively called "Accounts and Book Debts"), together with all contracts, securities, bills, notes, lien notes, judgments, mortgages, letters of credit and advices of credit, and all other rights, benefits and documents which are now or which may be taken, vested in or held by the Grantor in respect of or as security for the Accounts and Book Debts or any part thereof, and the full benefit and advantage thereof and all rights of actions, claims or demands which the Grantor now has or may hereafter have in respect of the foregoing;
- (f) **Equipment.** All tools, machinery, apparatus, equipment, vehicles, furniture, plants, fixtures, and other tangible personal property, other than Inventory, wherever situate, including the assets, if any, described in Schedule "A" hereto (collectively called "Equipment");
- (g) **Inventory.** All goods forming the inventory of the Grantor, of whatever kind and wherever located, whether raw material, work in process or finished goods 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 Grantor, 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 (collectively called "Inventory");
- (h) **Instruments.** All bills, notes, cheques, letters of credit and other instruments, whether negotiable or not (collectively called "Instruments");
- (i) **Securities.** All shares, stocks, warrants, options, bonds, debentures, debenture stock and all other securities and investment property of any kind and all instruments, whether negotiable or non-negotiable, and interest thereon and dividends, whether in shares, money or property, received or receivable upon or in respect of any securities and other investment property and all money or other property paid or payable on account of any return on, or repayment of, capital in respect of any securities or otherwise distributed or distributable in respect thereof or that will in any way be charged to, or be payable out of or in respect of, the capital of the issuer of the securities (collectively called "Securities");
- (j) **Real Property.** All real and immovable property, both freehold and leasehold, together with all buildings and fixtures (collectively called "Real Property"), and all rights under any lease or agreement relating to Real Property;

- (k) **Proceeds.** All proceeds of the property described above, including any property in any form derived directly or indirectly from any use or dealing with the property described above or the proceeds therefrom or that indemnifies or compensates for damage or loss to such property or the proceeds therefrom, including the money held in banks, financial institutions or any other Person (collectively called "Proceeds");

provided that (i) the Security Interest does not and will not extend to, and the Collateral will not include, any agreement, lease, right, franchise, licence or permit (the "contractual rights") to which the Grantor is a party or of which the Grantor has the benefit, to the extent that the Security Interest would permit any person to terminate the contractual rights unless the consent of one or more Persons has been obtained and until such consent has been obtained, which the Grantor agrees it will use commercially reasonable efforts to obtain if requested by the Bank, the Grantor agrees to hold its interest therein in trust for the Bank, and notwithstanding the foregoing, contractual rights shall not include any account or chattel paper; and (ii) with respect to Real Property, (A) the Security Interest granted hereby is constituted by way of a floating charge, but will become a fixed charge upon the earlier of the Obligations becoming immediately payable, and the occurrence of any other event that by operation of law would result in such floating charge becoming a fixed charge; and (B) the assignment, mortgage and charge granted hereby will not extend to the last day of the term of any lease or agreement relating to Real Property, but the Grantor will hold such last day in trust for the Bank and, upon the enforcement by the Bank of its Security Interest, will assign such last day as directed by the Bank.

## 2. Obligations Secured

The Security Interest secures the payment and performance of all present and future obligations of the Grantor to the Bank, including all debts and liabilities, direct or indirect, absolute or contingent, matured or not, wheresoever and howsoever incurred, whether incurred before, at the time of, or after the execution of this Agreement, whether the indebtedness and liability is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again, whether arising from dealings between the Bank and the Grantor or from other dealings or proceedings by which the Bank may be or become in any manner whatsoever a creditor of the Grantor, and in any currency, whether incurred by the Grantor alone or with another or others and whether as a principal or surety, including all interest thereon and all amounts owed by the Grantor under this Agreement for fees, costs and expenses and in respect of indemnities granted under this Agreement (collectively called the "Obligations").

## 3. Definitions

- (a) Any word or term that is not otherwise defined in this Agreement shall have the meaning given to it in the *Personal Property Security Act* of the province in which the Branch of the Bank is located, as amended from time to time, and being referred to in this Agreement as the "PPSA". Any reference herein to "Collateral" shall, unless the context requires otherwise, be deemed to be a reference to "Collateral or any part thereof".

- (b) The following terms shall have the respective meanings set out below:

*"Branch of the Bank"* means the branch of the Bank located at the address specified above.

*"Business Day"* means any day other than a Saturday, Sunday or statutory holiday in the province in which the Branch of the Bank is located.

*"Control Agreement"* means:

- (a) with respect to any uncertificated security, an agreement between the issuer of such uncertificated security and any Person whereby such issuer agrees to comply with instructions that are originated by such Person in respect of such uncertificated security, without the further consent of the Grantor; and
- (b) with respect to any securities account or security entitlement, an agreement between the securities intermediary which maintains the particular securities account to which security entitlements included in the Collateral relate and any Person whereby such securities intermediary agrees to comply with any entitlement orders with respect to such securities accounts or security entitlements that are originated by such Person, without the further consent of the Grantor.

*"Person"* means any individual, sole proprietorship, joint venture, partnership, corporation, company, firm, association, co-operative, estate, government, government agency, regulatory authority, trust, or any entity of any nature.

## 4. Representations & Warranties

The Grantor hereby represents and warrants with the Bank and so long as this Agreement remains in effect shall be deemed to continuously represent and warrant that:

- (a) **Location of Head Office.** The address of the Grantor's chief executive office and the office where it keeps its records respecting the Accounts and Book Debts (the "Head Office") is set out below the name of the Grantor on the signature page of this Agreement;

- (b) **Location of Collateral.** The Collateral which is goods is or will be located at the address set out on the signature page of this Agreement or at the locations specified in Schedule "A" hereto or such other locations as have been agreed to by the Bank in writing, except for (i) goods in transit to such locations and (ii) Inventory on lease or consignment, but including all fixtures, crops, oil, gas or other minerals to be extracted and all timber to be cut which forms part of the Collateral;
- (c) **Collateral Free and Clear.** The Collateral (other than Real Property) is the sole property of the Grantor free and clear of all security interests, liens, charges, mortgages, hypothecs, leases, licenses, infringements by third parties, encumbrances, statutory liens or trusts, other adverse claims or interests, or any rights of others, except for those security interests which are expressly approved by the Bank in writing prior to their creation or assumption;
- (d) **Amount of Accounts.** Each Account and Book Debt, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "Account Debtor") and the amount represented by the Grantor to the Bank from time to time as owing by each Account Debtor or by all Account Debtors will be the correct amount unconditionally owing by such Account Debtor or Account Debtors, and no Account Debtor will have any defence, set-off, claim or counterclaim against the Grantor which can be asserted against the Bank, whether in any proceeding to enforce Collateral or otherwise;
- (e) **Status and Binding Obligation.** The Grantor (i) if a corporation or company, has been duly incorporated, amalgamated or continued, as the case may be, and is validly existing as a corporation or company, as the case may be, under the laws of its jurisdiction of incorporation, amalgamation or continuance, as the case may be. (ii) if not a corporation or company, has been duly created or established as a partnership, limited partnership or other entity and validly exists under the laws of the jurisdiction in which it has been created or established, and (iii) is duly qualified to carry on business and own property in each jurisdiction where it carries on business or where any of its property is located. The Grantor has adequate power, capacity and authority to carry on its business, own property, borrow monies and enter into agreements therefor, execute and deliver this Agreement, and perform its obligations under this Agreement, which Agreement constitutes a legally valid and binding obligation of the Grantor enforceable in accordance with its terms. The making of this Agreement will not result in the breach of, constitute a default under, contravene any provision of, or result in the creation of, any lien, charge, security interest, encumbrance or any other rights of others upon any property of the Grantor pursuant to any agreement, indenture or other instrument to which the Grantor is a party or by which the Grantor or any of its property may be bound or affected; and
- (f) **Intellectual Property.** All intellectual property applications and registrations are valid, subsisting, unexpired, enforceable, in good standing and have not been abandoned and the Grantor is the owner of the applications and registrations.

## 5. Covenants

The Grantor covenants and agrees with the Bank that:

- (a) **Place of Business and Location of Collateral.** The Grantor shall not change its name or the location of its Head Office, amalgamate with any other Person, or move any of the Collateral from the address set out on the signature page of this Agreement or the locations specified in Schedule "A" hereto other than in accordance with clause 5(g), without the prior written consent of the Bank;
- (b) **Notification.** The Grantor shall notify the Bank promptly of: (i) any change in the information contained herein or in Schedule "A" hereto relating to the Grantor, the Grantor's business or Collateral; (ii) the details of any significant acquisition of Collateral; (iii) the details of any claims or litigation affecting the Grantor or the Collateral and will furnish the Bank with copies of the details of such claims or litigation; (iv) any loss or damage to Collateral or any material adverse change in the value of Collateral; and (v) any default by any Account Debtor in payment or other performance of its obligations with respect to Collateral;
- (c) **Performance of Obligations.** The Grantor shall observe and perform all its obligations under all material leases, licenses, undertakings and agreements to which it is a party, obtain and preserve its rights, powers, licences, privileges, franchises and goodwill thereunder, and comply with all applicable laws, by-laws, rules, regulations and ordinances in a proper and efficient manner so as to preserve and protect the Collateral and the business and undertaking of the Grantor in all material respects. The Grantor shall also pay all rents, taxes, rates, levies, assessments and government fees or dues levied, assessed or imposed in respect of the Collateral and other charges or any part thereof as and when the same become due and payable, and shall provide to the Bank, when requested, the receipts and vouchers evidencing payment;
- (d) **Limitations on Discounts, Extensions of Accounts and Compromises.** The Grantor shall not grant any extension of time for payment of any Accounts or Book Debts, or compromise, compound or settle any Accounts or Book Debts for less than the full amount, or release, wholly or partially, any Person liable for the payment of any Accounts or Book Debts, or allow any credit or discount of any Account or Book Debt, other than in the ordinary course of business of the Grantor and consistent with industry practices;

- (c) **Payment of Fees and Expenses.** The Grantor will pay the Bank on demand all costs, fees and expenses (including legal fees on a solicitor and his own client basis) incurred by the Bank in the preparation, execution, registration and perfection of this Agreement and the carrying out of any of the provisions of this Agreement, including, protecting and preserving the Security Interest and enforcing by legal process or otherwise the remedies provided herein. All such costs and expenses payable by the Grantor to the Bank shall bear interest from time to time at the highest interest rate then applicable to any of the Obligations, calculated and compounded monthly, and shall be added to and form part of the Obligations secured hereunder;
- (f) **Maintenance and Protection of Collateral/No Fixtures.** The Grantor shall care for, protect and preserve the Collateral and not permit its value to be impaired and will not permit the Collateral to be affixed to real or personal property so as to become a fixture or accession without the prior written consent of the Bank. The Grantor shall keep the Collateral in good order, condition and repair and shall not use the Collateral in violation of the provisions of this Agreement or any other agreement relating to the Collateral or any policy insuring the Collateral or any applicable statute, law, by-law, rule, regulation or ordinance. The Grantor will keep all licences, permits, agreements, registrations and applications relating to intellectual property used by Grantor in its business in good standing, unless otherwise agreed to in writing by the Bank. The Grantor shall apply to register all existing and future copyrights, trade-marks, patents, integrated circuit topographies and industrial designs whenever it is commercially reasonable to do so. The Grantor shall defend title to the Collateral against all claims and demands of all other Persons claiming the same or an interest therein and shall diligently initiate and prosecute legal action against every Person who infringes upon the Grantor's rights in intellectual property;
- (g) **Dealing with Collateral.** (i) The Grantor will not sell, lease, transfer, assign, deliver or otherwise dispose of the Collateral or any interest therein without the prior written consent of the Bank, except that the Grantor may, until an event of default as hereinafter provided occurs, deal with any Inventory or Real Property (other than fixtures financed by the Bank and any replacements or substitutions therefor) in the ordinary course of business so that the purchaser thereof takes title thereto free and clear of the Security Interest; (ii) All Proceeds shall continue to be subject to the Security Interest, granted hereby and all money received by the Grantor as Proceeds, other than from the sale of Inventory, shall be received as trustee for the Bank and shall be held separate and apart from other money of the Grantor, and shall be paid over to the Bank upon request; (iii) All money collected or received by the Bank in respect of the Collateral may be applied on account of such parts of the Obligations as the Bank in its sole discretion determines, or may be held unappropriated in a collateral account, or in the discretion of the Bank may be released to the Grantor, all without prejudice to the Bank's rights against the Grantor; (iv) Before an event of default occurs hereunder, the Bank may give notice of this Agreement and the Security Interest to any Account Debtor who is obligated to the Grantor under any of the Accounts and Book Debts and, after the occurrence of an event of default hereunder, may give notice to any such Account Debtor to make all further payments to the Bank, and any payment or other Proceeds received by the Grantor from an Account Debtor after an event of default whether before or after any notice is given by the Bank, shall be held by the Grantor in trust for the Bank and paid over to the Bank on request. The Bank shall have the right at any time and from time to time to verify the existence and state of the Collateral in any manner the Bank may consider appropriate and the Grantor agrees to furnish all assistance and information and to perform all such acts as the Bank may reasonably request in connection therewith and for such purpose to grant to the Bank or its agents access to all places where Collateral may be located and to all premises occupied by the Grantor;
- (h) **Maintenance of Records.** The Grantor will keep proper books of account in accordance with sound accounting practice and mark any and all such records and the Collateral at the Bank's request so as to indicate the Security Interest. The Grantor shall furnish to the Bank such financial information and statements and such information and statements relating to the Collateral as the Bank may from time to time require and shall permit the Bank or its agents at any time at the expense of the Grantor to examine the books of account and other financial records and reports relating to the Collateral and to make copies thereof and take extracts therefrom and to make inquiries of third parties for the purpose of verification of such information. The Grantor authorizes any Person holding any Books and Records to make them available, in a readable form, upon the request of the Bank. The Grantor will deliver to the Bank any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to Collateral;
- (i) **Negative Pledge.** The Grantor will not create, incur, assume or suffer to exist, any mortgage, deed of trust, pledge, lien, security interest, assignment, charge, hypothec, encumbrance or statutory lien or trust (including any conditional sale, or other title retention agreement or finance lease) of any nature, on any of the Collateral (other than Real Property, but not including any fixtures financed by the Bank and any replacements or substitutions therefor) without the express prior written consent of the Bank;
- (j) **Insurance.** The Grantor will keep the Collateral insured under policies with such coverage, for such amounts and with such insurers as are satisfactory to the Bank from time to time, with loss thereunder, payable to the Bank and shall furnish the Bank with a copy of any policy of insurance, certificate of insurance or other evidence satisfactory to the Bank that such insurance coverage is in effect;
- (k) **Further Assurances.** The Grantor will from time to time forthwith, at the expense of the Grantor, duly authorize, execute and deliver such further instruments and documents, and take such further action, as the Bank may request for the purpose of obtaining or preserving the benefits of, and the rights and powers granted by, this Agreement (including the filing of any financing statements or financing change statements under any applicable legislation with respect to the Collateral) and for the purpose of correcting any deficiencies or clerical errors in this Agreement; and



- (l) **Landlord Agreement.** The Grantor will, at the request of the Bank, obtain a written agreement from each landlord of premises where any of the Collateral is located, in favour of the Bank and in form and substance satisfactory to the Bank, whereby such landlord agrees to give notice to the Bank of any default by the Grantor under the lease and a reasonable opportunity to cure such default prior to the exercise of any remedies by the landlord and acknowledges the Security Interest created by this Agreement and the right of the Bank to enforce the Security Interest created by this Agreement in priority to any claim of such landlord, including the right of the landlord to distrain on the Collateral for arrears of rent.

#### 6. **Survival of Representations and Warranties and Covenants**

All agreements, representations, warranties and covenants made by the Grantor in this Agreement are material, will be considered to have been relied on by the Bank and will survive the execution and delivery of this Agreement or any investigation made at any time by or on behalf of the Bank and any disposition or payment of the Obligations until the indefeasible repayment and performance in full of the Obligations.

#### 7. **Performance of Covenants by The Bank**

- (a) The Bank may, in its sole discretion and upon notice to the Grantor, perform any covenant of the Grantor under this Agreement that the Grantor fails to perform including any covenant the performance of which requires the payment of money, provided that the Bank will not be obligated to perform such covenant on behalf of the Grantor. The performance by the Bank of any such covenant shall not oblige the Bank to continue to perform any such covenant or other covenants nor relieve the Grantor from any default or derogate from the rights and remedies of the Bank under this Agreement. The Grantor agrees to indemnify and to reimburse the Bank for all costs and expenses incurred by the Bank in connection with the performance by it of any such covenant, and all such costs and expenses shall be payable by the Grantor to the Bank on demand, shall bear interest at the highest rate per annum applicable to any of the Obligations, calculated and compounded monthly, and shall be added to and form part of the Obligations.
- (b) In holding any Collateral, the Bank and any agent or nominee on its behalf is only bound to exercise the same degree of care as it would exercise with respect to similar property of its own or of similar value held in the same or similar location. The Bank and any agent or nominee on its behalf will be deemed to have exercised reasonable care with respect to the custody and preservation of the Collateral if it takes such action for that purpose as the Grantor reasonably requests in writing, but failure of the Bank or its nominees to comply with any such request will not of itself be deemed a failure to exercise reasonable care.

#### 8. **Securities, Investment Property**

If Collateral at any time includes Securities, the Grantor authorizes the Bank to transfer all or any of such Securities 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 Grantor 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 Grantor or its order a proxy to vote and take all action with respect to such Securities. After default, the Grantor 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 Grantor or its order as aforesaid shall thereafter be effective.

Where any Investment Property is held in or credited to an account that has been established with a securities intermediary, the Bank may, at any time give a notice of exclusive control to any such securities intermediary with respect to such Investment Property.

The Grantor has not consented to and covenants that it will not consent to, the entering into of a Control Agreement by: (a) any issuer of any uncertificated securities included in or relating to the Collateral; or (b) any securities intermediary for any securities accounts or security entitlements included in or relating to the Collateral, other than, in either case, a Control Agreement to which the Bank is a party.

Promptly upon request from time to time by the Bank, the Grantor shall:

- (a) enter into and use reasonable commercial efforts to cause any securities intermediary for any securities accounts or securities entitlements included in or relating to the Collateral to enter into a Control Agreement with the Bank with respect to such securities accounts or securities entitlements as the Bank requires in form and substance satisfactory to the Bank; and
- (b) enter into and use reasonable commercial efforts to cause any issuer of any uncertificated securities included in or relating to the Collateral to enter into a Control Agreement with the Bank with respect to such uncertificated securities in form and substance satisfactory to the Bank.

#### 9. **Dealing with Security Interest**

The Bank may grant extensions of time and other indulgences, give up any of the Security Interest, abstain from perfecting any of the Security Interest, accept compositions, grant releases and discharges and waive rights against and otherwise deal with the Grantor, Account Debtors of the Grantor, sureties and others and with any of the Collateral and any other security as the Bank may see fit without prejudice to the liability of the Grantor or the Bank's right to hold and realize any of the Security Interest. The Bank shall not be accountable to the Grantor for the value of any of the Security Interest released except for any moneys actually received by the Bank.

**10. Deposits and Credit Balances**

Without limiting any other rights or remedies of the Bank, the Bank may, without notice to the Grantor or any other Person, any notice being expressly waived by the Grantor, set-off and apply all or any of the amounts standing to or for the credit of the Grantor at the Bank or any of the Bank's affiliates, in any currency, against and on account of all or any part of the Obligations, all as the Bank may see fit, whether or not the Obligations or the amounts standing to or for the credit of the Grantor are due and payable. The Bank is authorized and shall be entitled to make such debits, credits, correcting entries, and other entries to the Grantor's accounts and the Bank's records relating to the Grantor as the Bank regards as desirable in order to give effect to the Bank's rights hereunder and the Grantor agrees to be bound by such entries absent manifest error. When applying a deposit or other obligation in a different currency than the Obligations to the Obligations, the Bank will convert the deposit or other obligation to the currency of the Obligations using the rate of exchange for the conversion of such currency as determined by the Bank or its agents and the Bank or its agent may earn revenue on such conversion.

**11. Events of Default**

Obligations not payable on demand shall, at the option of the Bank, become immediately due and payable upon the occurrence of one or more of the following events (each, an "event of default"):

- (a) the Grantor fails to pay when due, whether by acceleration or otherwise, any of the Obligations;
- (b) the Grantor fails to perform any provision of this Agreement or of any other agreement to which the Grantor and the Bank are parties;
- (c) if any certificate, statement, representation, warranty, audit report or financial statement heretofore or hereafter furnished by or on behalf of the Grantor pursuant to or in connection with this Agreement, or as an inducement to the Bank to extend any credit to or to enter into this or any other agreement with the Grantor, is shown to have been false in any material respect or to have omitted any material fact; or if upon the date of execution of this Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty, audit report or financial statement, which change shall not have been disclosed to the Bank at or prior to the time of such execution;
- (d) the Grantor ceases or threatens to cease to carry on business, commits an act of bankruptcy, becomes insolvent, proceedings or other actions are taken by or against the Grantor under the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada) or similar legislation whether in Canada or elsewhere, or the Grantor transfers all or substantially all of its assets to another Person;
- (e) a receiver, trustee, custodian or other similar official is appointed in respect of the Grantor or any of the Grantor's property;
- (f) the institution by or against the Grantor of any formal or informal proceeding for the dissolution or liquidation or settlement of claims against or winding up of affairs of the Grantor;
- (g) an encumbrancer takes possession of any of the Collateral or any process of execution or distress is levied or enforced upon or against any of the Collateral;
- (h) any indebtedness or liability of the Grantor, 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 the Grantor fails to make payment when due under any guarantee given by the Grantor;
- (i) if the Grantor is an individual, the Grantor dies or is found by a court to be incapable of managing his or her affairs;
- (j) an execution or any other process of any court shall become enforceable against the Grantor;
- (k) if the Grantor is a partnership, the death of a partner; or
- (l) any other event which causes the Bank, in good faith, to deem itself insecure;

and the Bank shall not be required to make any further advances or other extension of credit that constitutes an Obligation.

**12. Remedies**

- (a) Upon the occurrence of an event of default that has not been cured or waived, the Bank, in addition to any right or remedy otherwise provided herein or by law, will have the rights and remedies set out below, which may be enforced successively or concurrently:
  - (i) to take such steps as the Bank considers desirable to maintain, preserve or protect the Collateral or its value;

- (ii) to take possession of the Collateral and require the Grantor to assemble the Collateral and deliver or make the Collateral available to the Bank at such place as may be specified by the Bank, and the Bank will not be or be deemed to be a mortgagee in possession by virtue of any such actions;
  - (iii) to exercise and enforce all rights and remedies of the Grantor with respect to the Collateral, including collecting and realizing upon all Accounts and Book Debts;
  - (iv) to carry on or concur in carrying on all or any part of the business of the Grantor;
  - (v) for the maintenance, preservation or protection of the Collateral or for carrying on any of the business of the Grantor, to borrow money on the security of the Collateral, which security will rank in priority to the Security Interest, or on an unsecured basis;
  - (vi) to the exclusion of all others, including the Grantor, to enter upon, occupy and use all or any of the premises, buildings and plants owned or occupied by the Grantor and use all or any of the Collateral of the Grantor for such time as the Bank requires to facilitate the preservation and realization of the Collateral, free of charge, and the Bank will not be liable to the Grantor for any neglect in so doing or in respect of any rent, charges, depreciation or damages in connection with such actions;
  - (vii) to sell, lease, license or otherwise dispose of or concur in selling, leasing, licensing or otherwise disposing of the Collateral upon such terms and conditions as the Bank may determine;
  - (viii) 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 disposition;
  - (ix) if any part of the Collateral is perishable or will decline speedily in value, to sell or otherwise dispose of same without giving any notice of such disposition;
  - (x) to make any arrangement or compromise which the Bank shall think expedient in the interests of the Bank, including compromising any Accounts and Book Debts, and giving time for payment thereof with or without security;
  - (xi) to appoint a consultant or monitor, at the Grantor's expense, to evaluate the Grantor's business and the value of the Collateral, and to review the options available to the Bank; and
  - (xii) to appoint or reappoint by instrument in writing any person or persons, whether an officer or officers or employee or employees of the Bank or not, to be a receiver or receivers or a receiver and manager of the Collateral and remove or replace any person or persons so appointed or apply to any court for the appointment of a receiver or receiver and manager (each hereinafter called a "Receiver").
- (b) Any Receiver so appointed shall be deemed to be the agent of the Grantor and not the Bank, and the Grantor and not the Bank, shall be solely responsible for the Receiver's acts or defaults and for the Receiver's remuneration and expenses. The Bank shall not be in any way responsible for any misconduct, negligence or failure to act on the part of any such Receiver, its servants, agents or employees.
- (c) The Grantor agrees to pay all costs, charges and expenses incurred by the Bank or any Receiver appointed by the Bank, whether directly or for services rendered (including reasonable legal and auditors' costs and expenses and Receiver remuneration), in operating the Grantor's accounts, in preparing or enforcing this Agreement, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting the Obligations, and all such costs, charges and expenses, together with any amounts owing as a result of any borrowing by the Bank or any Receiver appointed by the Bank, as permitted hereby, shall be a first charge on the Collateral and shall be secured hereby.
- (d) The Bank will give the Grantor such notice, if any, of the date, time and place of any public sale or of the date after which any private disposition of Collateral is to be made as may be required by the PPSA.
- (e) Upon default and receiving written demand from the Bank, the Grantor agrees to take such further action as may be necessary to evidence and effect an assignment or licensing of intellectual property to whomever the Bank directs, including to the Bank. The Grantor appoints any officer or employee of the Bank to be its attorney in accordance with applicable legislation with full power of substitution, to do on the Grantor's behalf anything that is required to assign, license or transfer, and to record any assignment, license or transfer of the Collateral. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.
- (f) The Grantor authorizes the Bank to file such financing statements, financing change statements and other documents and do such acts, matters and things (including completing and adding schedules hereto identifying any Collateral or identifying the locations at which the Collateral is located and correcting any clerical errors or deficiencies in this Agreement) as the Bank may deem appropriate to perfect on an ongoing basis and continue the Security Interest, to protect and preserve Collateral and to realize upon the Security Interest. The Grantor hereby irrevocably constitutes and appoints the Bank and any of its officers or employees from time to time as the true and lawful attorney of the Grantor, with full power of substitution, to do any of the foregoing in the name of the Grantor whenever and wherever it may be deemed necessary or

expedient. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.

If the disposition of the Collateral fails to satisfy the Obligations secured by this Agreement including the expenses incurred by the Bank in connection with the preservation and realization of the Collateral as described above, the Grantor shall be liable to pay any deficiency to the Bank forthwith on demand.

### 13. Environmental License and Indemnity

The Grantor hereby grants to the Bank and its officers, employees and agents an irrevocable and non-exclusive license, subject to the rights of tenants, to enter any Real Property to conduct investigations, inspections, audits, testing and monitoring with respect to any contaminants or hazardous substances and to remove and analyze samples of any contaminants or hazardous substances at the cost and expense of the Grantor (which cost and expense will form part of the Obligations and will be payable immediately on demand and secured hereby). The Grantor hereby indemnifies and will indemnify the Bank and agrees to hold the Bank harmless against and from all losses, fines, penalties, costs, damages and expenses which the Bank may sustain, incur or be held to be or for which it may become liable, at any time whatsoever for or by reason of or arising from the past, present or future presence of or, clean-up, removal or disposal of any contaminants or hazardous substances from, on, under or adjacent to any Real Property owned by the Grantor or which may become owned or occupied by the Bank or as a result of the Bank's compliance with environmental laws or environmental orders relating thereto, including any clean-up, decommissioning, restoration or remediation of any Real Property owned or occupied by the Grantor or other affected or adjacent lands or property. This indemnification will survive the satisfaction, release or extinguishment of the Obligations created hereby

### 14. Miscellaneous

- (a) **Interpretation.** The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement (including any schedule now or hereafter annexed hereto) and not to any particular Section or other portion hereof. Unless otherwise specified, any reference herein to a Section or Schedule refers to the specified Section of or Schedule to this Agreement. In this Agreement: (i) words importing the singular number only shall include the plural and vice versa and words importing the masculine gender shall include the feminine and neuter genders and vice versa; (ii) the words "include", "includes" and "including" mean "include", "includes" or "including", in each case, "without limitation"; (iii) reference to any agreement or other instrument in writing means such agreement or other instrument in writing as amended, modified, replaced or supplemented from time to time; (iv) unless otherwise indicated, time periods within which a payment is to be made or any other action is to be taken hereunder shall be calculated excluding the day on which the period commences and including the day on which the period ends; and (v) whenever any payment to be made or action to be taken hereunder is required to be made or taken on a day other than a Business Day, such payment shall be made or action taken on the next following Business Day.
- (b) **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. In any action brought by an assignee of this Agreement and the Security Interest or any part thereof to enforce any rights hereunder, the Grantor shall not assert against the assignee any claim or defence which the Grantor now has or hereafter may have against the Bank.
- (c) **Amalgamation.** The Grantor acknowledges and agrees that in the event it amalgamates with any other company or companies it is the intention of the parties hereto that the term "Grantor" when used herein shall apply to each of the amalgamating companies and to the amalgamated company, such that the Security Interest granted hereby (i) shall extend to "Collateral" (as that term is herein defined) in which any amalgamating company has any rights at the time of amalgamation and to any "Collateral" in which the amalgamated company thereafter has any rights, and (ii) shall secure the "Obligations" (as that term is herein defined) of each of the amalgamating companies and the amalgamated company to the Bank at the time of amalgamation and any "Obligations" of the amalgamated company to the Bank thereafter arising.
- (d) **Joint and Several.** If there is more than one Grantor named herein, the term "Grantor" shall mean all and each of them, their obligations under this Agreement shall be joint and several, the Obligations shall include those of all or any one of them and no Grantor shall have the right of subrogation, exoneration, reimbursement or indemnity whatsoever and no right of recourse to the Collateral for the Obligations hereunder unless and until all of the Obligations have been paid or performed in full, 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.
- (e) **Attachment of Security Interest.** The Grantor acknowledges that value has been given and that the Security Interest granted hereby will attach when the Grantor signs this Agreement and will attach to Collateral in which the Grantor subsequently acquires any rights, immediately upon the Grantor acquiring such rights. The parties do not intend to postpone the attachment of any Security Interest created by this Agreement.

- (f) **No Obligation to Advance.** Neither the execution of this Agreement nor any advance of funds shall oblige the Bank to advance any funds or any additional funds or enter into any transaction or renew any note or extend any time for payment of any of the Obligations of the Grantor to the Bank.
- (g) **Information.** The Bank may provide any financial and other information it has about the Grantor, the Security Interest and the Collateral to any one acquiring or who may acquire an interest in the Security Interest or the Collateral from the Bank or anyone acting on behalf of the Bank.
- (h) **Assignment.** The Bank may assign or transfer any of its rights under this Agreement without the consent of the Grantor. The Grantor may not assign its obligations under this Agreement without the prior written consent of the Bank.
- (i) **Amendment.** Subject to Section 12(f) of this Agreement, no amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by all of the parties hereto. No course of conduct by the Bank will be deemed to result in an amendment of this Agreement.
- (j) **Term.** This 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 indefeasibly paid in full or discharged by the Bank and until the Bank shall no longer have any commitment to the Grantor or any other Person, the fulfillment of which, might result in the creation of Obligations of the Grantor.
- (k) **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable in any respect, such invalidity or unenforceability will not affect the validity or enforceability of the remaining provisions of this Agreement.
- (l) **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the jurisdiction where the Branch of the Bank is located.
- (m) **Waiver by the Bank.** No delay or omission by the Bank in exercising any right or remedy hereunder or with respect to any Obligations shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or of any other right or remedy. Furthermore, the Bank may remedy any default by the Grantor hereunder or with respect to any Obligations in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by the Grantor. No course of conduct of the Bank will give rise to any reasonable expectation which is in any way inconsistent with the terms and conditions of this Agreement or the Bank's rights hereunder. All rights and remedies of the Bank granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.
- (n) **Waiver by the Grantor.** The Grantor waives protest of any Instrument constituting Collateral at any time held by the Bank on which the Grantor is in any way liable and, subject to clause 12(d) hereof, notice of any other action taken by the Bank.
- (o) **Non-Substitution.** The Security Interest is in addition to and not in substitution for any other security now or hereafter held by the Bank.
- (p) **Entire Agreement.** This Agreement including any schedule now or hereafter annexed hereto, constitutes the entire agreement between the Grantor and the Bank with respect to the subject matter hereof. There are no representations, warranties, terms and conditions, undertakings or collateral agreements, express, implied or statutory, between the parties except as expressly set forth in this Agreement.
- (q) **Acknowledgment.** The Grantor acknowledges receipt of a fully executed copy of this Agreement and, to the extent permitted by applicable law, waives the right to receive a copy of any financing statement, financing change statement or verification statement in respect of any registered financing statement or financing change statement prepared, registered or issued in connection with this Agreement.

**SCHEDULE "A"**

**DESCRIPTION OF EQUIPMENT/SERIAL NUMBERED GOODS**

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

**LOCATION OF COLLATERAL**

The Collateral is now and will hereafter be located at the following address(es) (include Street/Town/City and Province):

**RESOLUTION AUTHORIZING EXECUTION OF GENERAL SECURITY AGREEMENT**

"RESOLVED THAT:

- (a) The \_\_\_\_\_ and the \_\_\_\_\_ 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 their execution shall be conclusive evidence of such approval and that the General Security Agreement so executed is the General Security Agreement authorized by this Resolution.
- (b) 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."

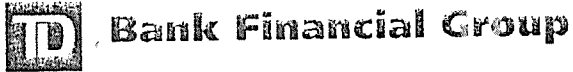
**CERTIFICATE**

I hereby certify that the foregoing is a true and correct copy of a Resolution duly passed by the Directors of CERTUS AUTOMOTIVE INC.

on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and that the said Resolution is now in full force and effect.

\_\_\_\_\_  
Secretary C/S





To: The Toronto-Dominion Bank

BRANCH #1728 \_\_\_\_\_ (hereinafter called the "Bank")

GRANTED BY: KEEN POINT INTERNATIONAL INC.  
\_\_\_\_\_ (hereinafter called the "Undersigned")

1. Security Interest

As general and continuing security for the payment of all obligations, indebtedness and liabilities, direct or indirect, of the Undersigned 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 Undersigned under fixed or revolving credits established from time to time, liability to the Bank for letters of credit or guarantees, whether or not drawn upon, issued or given by the Bank for the Undersigned and the obligation and liability of the Undersigned under any contract of guarantee now or hereafter in existence whereby the Undersigned guarantees payment of the debts, liabilities and obligations of a third party to the Bank (the obligations, indebtedness and liabilities of the Undersigned referred to above hereinafter collectively called "Obligations"), and, IN CONSIDERATION OF THE OBLIGATIONS, the Undersigned hereby grants, bargains, assigns and transfers to the Bank a first, fixed and specific mortgage and charge, as and by way of a continuing security interest (hereinafter together with any other security interest hereby created called the "Security Interest") in the following property described in sub-paragraphs (a), (b), (c), and (d) of this paragraph now or hereafter owned or acquired by or on behalf of the Undersigned:

Delete "and (d)" if inapplicable.

- (a) Intangibles - all intangible property and not included in paragraph 10 below including, without limitation, all contractual rights and insurance claims, patents, trademarks, trade names, goodwill, copyrights and other industrial property of the Undersigned (all of which property is hereinafter collectively called "Intangibles");
  - (b) Proceeds - all of the Undersigned'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) or that indemnifies or compensates for Collateral destroyed or damaged (all of which property is hereinafter collectively called "Proceeds");
  - (c) Books & Records - all of the Undersigned'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 tools, machinery, equipment, furniture, plants, fixtures, and other tangible personal property, vehicles and fixed goods and chattels including all tools, machinery, equipment, furniture, plants, fixtures, vehicles, fixed goods and chattels other than Inventory (as defined below), and any other property or assets of the kind, nature or description of the property or assets particularly described in the Schedule hereto (all of which property is hereinafter collectively called "Equipment");
- and for the same consideration the Undersigned hereby grants, bargains, assigns and transfers to the Bank a first floating charge, as and by way of a continuing security interest, over:
- (e) Inventory - all goods and chattels now or hereafter forming the inventory of the Undersigned, of whatever kind and wherever located, including, without limitation, all goods, merchandise, raw material, work in process, 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 Undersigned, 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 "Inventory");
  - (f) Real Estate - all real and immovable property, both freehold and leasehold, now or hereafter owned or acquired by the Undersigned, together with all buildings, erections, improvements and fixtures situate thereupon or used in connection therewith, including any lease, verbal or written or any agreement therefor, (all of which property is hereinafter collectively called "Real Estate") provided, however, the last day of any term of any such lease, verbal or written, or any agreement therefor now held or hereafter held by the Undersigned, is excepted out of the Real Estate charged by this Agreement, but should such charge become enforceable the Undersigned shall thereafter stand possessed of any such reversion upon trust to assign and dispose thereof as the Bank may direct; and
  - (g) Other Property - the undertaking and all other property and assets of the Undersigned for the time being of whatsoever nature and kind both present and future including without limiting the generality of the foregoing, uncalled capital, moneys, rights, franchises, negotiable and non-negotiable instruments, judgments and securities (all of which are hereinafter collectively called "Other Property"), other than that which is at any and all times validly subject to the first, fixed and specific mortgage and charge hereby created or subject to the assignment set forth in paragraph 10.

Delete if inapplicable If a Fixed and Specific Charge is Required, Complete Schedule.

All of the above mentioned property together with the Assignment in paragraph 10 is hereinafter called the "Collateral".

2. Location of Property

The Undersigned confirms and warrants that the Collateral will be kept at the address immediately preceding the Schedule hereto or, if left blank at the address shown below the Undersigned's signature to this Agreement, and, subject to the provisions of paragraph 4, the Undersigned will not remove any of the Collateral from said location without the prior written consent of the Bank.



### 3. Representations, Warranties & Covenants

The Undersigned hereby represents, warrants or covenants to or with the Bank, as the case may be, that:

- (a) the Undersigned will reimburse the Bank for all costs and expenses (including legal fees on a solicitor and his own client basis) incurred by it in the preparation, execution and filing of this Agreement and the taking, recovering or possessing the Collateral and in any other proceedings taken for the purpose of protecting or enforcing the remedies provided herein, or otherwise in relation to the Collateral or by reason of non-payment of the Obligations 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;
- (b) except for the Security Interest the Undersigned is, or respecting the Collateral acquired after the date hereof will be, the owner of the Collateral free from any mortgage, lien, charge, security interest or encumbrance and the Undersigned will keep the Collateral free and clear of all taxes, assessments, liens and encumbrances;
- (c) the Undersigned will deliver to the Bank within three (3) months next after the end of each of the Undersigned's fiscal years, audited financial statements of the Undersigned, and, if the Undersigned 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;
- (d) the Undersigned will care for, protect and preserve the Collateral and not permit its value to be impaired and, subject to paragraph 4, will not sell, transfer, assign, mortgage, charge, pledge, hypothecate or deliver or otherwise dispose of any such property or any interest therein without the prior written consent of the Bank;
- (e) the Undersigned will keep the Collateral insured under policies with such provisions, for such amounts and by such insurers satisfactory to the Bank from time to time, and will maintain such insurance with loss, if any, payable to the Bank and will lodge such policies with the Bank;
- (f) 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 Undersigned will defray all expenses in connection therewith; and
- (g) this Agreement has been properly authorized and constitutes a legally valid and binding obligation of the Undersigned in accordance with its terms.

### 4. Use of Specifically Charged Property

#### Dealing with Inventory, Real Estate or Other Property

Until the occurrence of an event of default, as hereinafter provided, the Undersigned may use the Collateral specifically charged in any lawful manner not inconsistent with this Agreement, and deal with the Inventory, Real Estate or Other Property or any part thereof in the ordinary course of business. Proceeds shall be received by the Undersigned in trust for the Bank and shall be forthwith paid over to the Bank.

### 5. 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 Undersigned fails to pay when due any of the Obligations, or to perform or rectify a breach of any of the representations or warranties or covenants of this Agreement;
- (b) the Undersigned ceases or threatens to cease to carry on business, becomes insolvent or the subject of bankruptcy or insolvency proceedings;
- (c) any warranty or representation made to induce the Bank to extend credit to the Undersigned, under this Agreement or otherwise, is false in any material respect when made;
- (d) 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;
- (e) indebtedness or liability of the Undersigned 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 Undersigned is not honoured when due and called upon;
- (f) a declaration of incompetency of the Undersigned by a court;
- (g) if the Undersigned is a partnership, the death of a partner; or
- (h) if the Undersigned is an individual, the death of the Undersigned;
- (i) any other event which causes the Bank, in good faith, to deem itself insecure;

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

### 6. Additional Powers Upon Default

In addition to the rights and powers provided in paragraphs 5 and 8 and under the Personal Property Security Act, the Bank and the Receiver, as defined in paragraph 8, shall have the following rights and powers if the security hereby constituted becomes enforceable:

- (a) 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 disposition;
- (b) if any part of the Collateral is perishable or will decline speedily in value, to sell or otherwise dispose of same without giving any notice whatever; and
- (c) to demand, sue for and receive any Book Debts with or without notice to the Undersigned, give effectual receipts and discharges therefor, compromise any Book Debts which may seem bad or doubtful to the Bank and give time for payment thereof with or without security.

and the Undersigned shall from time to time forthwith on the Bank's request execute, do and make all such agreements, statements, further assignments, acts, matters and things which may from time to time in the opinion of the Bank be necessary or expedient for the purpose of carrying into effect any of the provisions hereof and of perfecting the title of the Bank in the Collateral, and the Bank and any of its managers or acting managers are by the Undersigned hereby irrevocably constituted and appointed the true and lawful attorney of the Undersigned with full power of substitution for the Bank at its option whenever and wherever it may deem necessary or expedient to do, make and execute all such statements, assignments, documents, acts, matters or things with the right to use the name of the Undersigned.

#### 7. Waiver by the Bank

Any breach by the Undersigned of any of the provisions contained in this Agreement or any default by the Undersigned in the observance or performance of any covenant or condition required to be observed or performed by the Undersigned 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.

#### 8. Appointment of Receiver and Manager

The Bank may appoint in writing any person, whether an employee or employees of the Bank or not, to be a receiver or a receiver and manager ("Receiver") of the Collateral or any part thereof. A Receiver so appointed shall have power:

- (a) to take possession of, collect and get in the Collateral, or any part thereof and for that purpose to take any proceedings in the name of the Undersigned or otherwise;
- (b) to carry on or concur in carrying on the business of the Undersigned and for that purpose to raise money on the Collateral in priority to this Agreement or otherwise;
- (c) to sell or concur in selling any of the Collateral; and
- (d) to make any arrangement or compromise which the Receiver shall think expedient in the interest of the Bank.

Any Receiver so appointed shall be deemed to be the agent of the Undersigned, and the Undersigned 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. All moneys received by the Receiver after providing for payment of all costs, charges and expenses of or incidental to the exercise of any of the powers of the Receiver shall be applied in or towards satisfaction of the Security Interest. The rights and powers conferred by this paragraph are in supplement of and not in substitution for any rights the Bank may have from time to time.

#### 9. Perishable Collateral

Except to the extent that the Bank believes on reasonable grounds that any part of the Collateral is perishable or will decline speedily in value, the Undersigned shall be entitled to not less than fifteen days' notice in writing of the date, time and place of any intended disposition of the Collateral, such notice to be sent by registered mail to the last known post office address of the Undersigned.

#### 10. General Assignment of Book Debts

And the Undersigned for good and valuable consideration assigns, transfers, and sets over unto the Bank all debts, accounts, choses in action, claims, demands, and moneys now due or owing or accruing due or which may hereafter become due or owing to the Undersigned, including (without limiting the foregoing) claims against the Crown in the right of Canada or of any province, moneys 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 Undersigned (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 Undersigned 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 Undersigned now has or may at any time hereafter have against any person or persons, firm or corporation in respect thereof. The Undersigned further hereby covenants, promises, and agrees to and with the Bank to well and truly execute or cause to be executed all or any such further or other document or documents as shall or may be required by the Bank to more completely or fully vest in the Bank the Book Debts hereby assigned or intended so to be and the right to receive the said moneys 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 Book Debts. Provided that this assignment is and shall be a continuing collateral security to the Bank for the Obligations. All money or any other form of payment received by the Undersigned in payment of any Book Debts shall be received and held by the Undersigned in trust for the Bank.

#### 11. 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.

#### 12. 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 Undersigned, debtors of the Undersigned, sureties and others and with any of the Security Interest as the Bank may see fit without prejudice to the liability of the Undersigned or the Bank's right to hold and realize any of the Security Interest. The Bank shall not be accountable to the Undersigned for the value of any of the Security Interest released except for any moneys actually received by the Bank.

#### 13. Execution

If more than one person executes this Agreement, the term "Undersigned" 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.

14. Term

This 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 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.

15 Non-Substitution

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

16. Acknowledgement

The Undersigned acknowledges receipt of a copy of this Agreement.

IN WITNESS WHEREOF the Undersigned has executed this Agreement this 29 day of MARCH, 2011

Witness:

\_\_\_\_\_ KEEN POINT INTERNATIONAL INC. (Seal)

[Signature] Per: \_\_\_\_\_ (Seal)

Milda Koeleweld Robert G. Mollenhauer President \_\_\_\_\_ (Seal)

\_\_\_\_\_ I have authority to bind the Corporation \_\_\_\_\_ (Seal)

1 THE EAST MALL CRES SUITE 201  
TORONTO, ONTARIO  
M9B 6G8  
(Address)

Branch must  
Insert Date  
and Initial as:

Date Received	_____
Recorded	_____
Approved	_____

Collateral is now and will hereafter be located at the following address(es):

\_\_\_\_\_ (Street) \_\_\_\_\_ (Town/City) \_\_\_\_\_ (Province)

\_\_\_\_\_ (Street) \_\_\_\_\_ (Town/City) \_\_\_\_\_ (Province)

Schedule

Quantity	Description	Serial number
----------	-------------	---------------

If space is insufficient attach additional list headed: PAGE 2 OF SCHEDULE

Resolution authorizing execution of general security agreement

"RESOLVED THAT THE PRESIDENT IS ~~X~~X ~~X~~X 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  
KEEN POINT INTERNATIONAL INC.

on the 29 day of MARCH, 2011 and that the said Resolution is now in full force and effect.

[Signature]  
Secretary Robert G. Mollenhauer C.S





**JUAN JOSE BARRAGAN ABASCAL**  
**Notario 171 del D.F.**

**N171**  
**Notaría**



LIBRO QUINIENTOS SEIS

506

JEN INSTRUMENTO TREINTA Y TRES MIL DOSCIENTOS OCHENTA Y SIETE 33,287

En la CIUDAD DE MEXICO, el día nueve de febrero del dos mil diecisiete, yo, el Licenciado JUAN JOSE A. BARRAGAN ABASCAL, titular de la Notaría número CIENTO SETENTA Y UNO de esta Capital, hago constar que comparece ANTE MI, para el efecto de RATIFICAR SUS FIRMAS Y CONTENIDO de un documento, las sociedades extranjeras denominadas "CERTUS AUTOMOTIVE INC." y "R MOLLENHAUER HOLDINGS I INC.", ambas representadas por su Apoderado Especial el señor ALEJANDRO FAES NORIEGA y la sociedad extranjera denominada "THE TORONTO DOMINION BANK", representada por su Apoderado Especial el señor CARLOS OMAR MURILLO NAVARRO, de conformidad con la siguiente:

**CLAU S U L A .**

**UNICA.-** Las sociedades extranjeras denominadas "CERTUS AUTOMOTIVE INC.", "R MOLLENHAUER HOLDINGS I INC." y "THE TORONTO DOMINION BANK", representadas como ha quedado indicado, se presentan ante el suscrito Notario a efecto de estampar en mi presencia y **RATIFICAR SUS FIRMAS Y CONTENIDO** respecto de un documento redactado en idioma español, constante de once páginas útiles tamaño carta, junto con sus anexos, el cual tiene fecha de impresión del veinte de diciembre del dos mil dieciséis, aunque me lo exhibe en esta fecha para su ratificación, habiendo tenido a la vista tres ejemplares en original, de los cuales, agrego uno de ellos al apéndice del presente instrumento marcado con la letra "A" y los otros a los testimonios que de la presente se expidan, declarando los interesados, que conocen el contenido del mismo y en qué consiste.

El suscrito Notario hace constar que la presente certificación se refiere únicamente sobre la identidad y capacidad legal de los comparecientes y no prejuzga en manera alguna sobre el contenido del documento que se ratifica, por no haber intervenido en su elaboración y redacción y consiguientemente no asume responsabilidad alguna al respecto.

**P E R S O N A L I D A D E S**

**I.-** El señor ALEJANDRO FAES NORIEGA, acredita su carácter de Apoderado Especial de las sociedades extranjeras denominadas "CERTUS AUTOMOTIVE INC." y "R MOLLENHAUER HOLDINGS I INC.", con el instrumento número treinta y tres mil doscientos ochenta y cinco, pasado ante el suscrito Notario con fecha nueve de febrero del dos mil diecisiete, mismo que agrego en copia cotejada al apéndice del presente instrumento marcado con la letra "B", así como a los testimonios que se expidan.

**II.-** El señor CARLOS OMAR MURILLO NAVARRO, acredita su carácter de Apoderado Especial de la sociedad extranjera denominada "THE TORONTO DOMINION BANK", con el instrumento número treinta y tres mil doscientos ochenta y seis, pasado ante el suscrito Notario con fecha nueve de febrero del dos mil dieciséis, mismo que agrego en copia cotejada al apéndice del presente instrumento marcado con la letra "C", así como a los testimonios que se expidan.

Mismas que protestan ejercer plenamente, estando vigentes, por no tenerlas revocadas, suspendidas, ni limitadas en manera alguna; y que sus representadas tienen capacidad legal para obligarse y contratar.

**G E N E R A L E S .**

Los comparecientes, bajo protesta de decir verdad, por sus generales declararon ser mexicanos por nacimiento:

El señor ALEJANDRO FAES NORIEGA, originario del Distrito Federal, donde nació el día seis de febrero de mil novecientos cincuenta y nueve, casado, industrial, con domicilio en Diagonal de Patriotismo número uno, piso nueve, colonia Condesa, código postal cero seis mil ciento setenta, Delegación Cuauhtémoc, Ciudad de México y se identifica con identificación oficial con fotografía que habiendo tenido a la vista el original agrego en copia al apéndice del presente instrumento con la letra "D".

El señor CARLOS OMAR MURILLO NAVARRO, originario de Tijuana, Baja California, donde nació el día nueve de octubre de mil novecientos setenta y seis, casado, abogado, con domicilio en Boulevard Puerta de Hierro número cinco mil doscientos diez, piso uno, Código Postal cuarenta y cinco mil ciento diez, Zapopan, Estado de Jalisco, de paso por esta ciudad para la firma del presente instrumento y se

identifica con identificación oficial con fotografía que habiendo tenido a la vista el original agrego en copia al apéndice del presente instrumento con la letra "E".

YO, EL NOTARIO, HAGO CONSTAR BAJO MI FE:

I.- Que me identifiqué plenamente como Notario ante los comparecientes.

II.- Que lo relacionado e inserto concuerda fielmente con los documentos a que me remito y he tenido a la vista.

III.- Que a los comparecientes le hice las advertencias de las penas en que incurrir los que declaran con falsedad ante Notario y de que sus declaraciones se consideran hechas bajo protesta de decir verdad.

IV.- Que me aseguré de la identidad de los comparecientes como consta en generales y que tienen a mi juicio capacidad.

V.- Que informé y expliqué el contenido de la Ley Federal de Protección de Datos Personales en Posesión de los Particulares y sus alcances procediendo a darles el aviso de privacidad de los datos proporcionados.

VI.- Que los comparecientes, mediante la firma del presente instrumento, autorizan de forma expresa al suscrito Notario para el uso, almacenamiento y divulgación de sus datos personales, con la finalidad de que se presenten los avisos y se cumpla con las obligaciones que conforme a la propia Ley del Notariado para el Distrito Federal y las demás disposiciones legales aplicables, imponen a los Notarios Públicos, en relación con el acto que en el presente instrumento se otorga.

VII.- Que les fue leído a los comparecientes este instrumento y les hice saber el derecho que tienen de leerlo personalmente y de que les sea explicado, por lo que los ilustré claramente acerca de su contenido, valor y consecuencias legales respondiendo a sus cuestionamientos.

VIII.- Que todas las notas complementarias que en su caso sea necesario asentar, se agregarán al apéndice del presente instrumento.

IX.- Que los comparecientes manifestaron su comprensión plena firmando de conformidad el día siguiente al de su fecha en unión del suscrito Notario y **AUTORIZO DEFINITIVAMENTE ESTE INSTRUMENTO.- DOY FE.**

FIRMA DE LOS SEÑORES ALEJANDRO FAES NORIEGA Y CARLOS OMAR MURILLO NAVARRO.- EL DIA DE SU FECHA.

FIRMA DEL NOTARIO.- EL SELLO DE AUTORIZAR.

**DOCUMENTOS DEL APENDICE.**

LETRA "A".- DOCUMENTO QUE SE RATIFICA.

LETRA "B".- PERSONALIDAD.

LETRA "C".- PERSONALIDAD.

LETRA "D".- IDENTIFICACIÓN.

LETRA "E".- IDENTIFICACIÓN.

YO, EL LICENCIADO JUAN JOSE A. BARRAGAN ABASCAL, TITULAR DE LA NOTARIA NUMERO CIENTO SETENTA Y UNO DE ESTA CAPITAL.- EXPIDO ESTE SEGUNDO TESTIMONIO EN SU ORDEN, QUE SE SACA DEL PROTOCOLO DE LA NOTARIA A MI CARGO, EN DOS PAGINAS ÚTILES, SELLADAS Y RUBRICADAS POR MI.- ESTA COTEJADO E IMPRESO EN TINTA FIJA, DENTRO DE LAS QUE SE INCLUYEN, EN SU CASO, COPIAS DE LOS DOCUMENTOS QUE OBRAN EN SU APENDICE Y QUE POR LEY DEBAN REPRODUCIRSE.- SE EXPIDE PARA LAS SOCIEDADES EXTRANJERAS DENOMINADAS "CERTUS AUTOMOTIVE INC.", "R MOLLENHAUER HOLDINGS I INC." Y "THE TORONTO DOMINION BANK", A TITULO DE CONSTANCIA.- CIUDAD DE MEXICO, A NUEVE DE FEBRERO DEL DOS MIL DIECISIETE.- DOY FE.

JJB/JJA/areaproto





de Prenda suscrito el día 20 de diciembre de 2016 (el "Contrato"), por y entre Certus Automotive Inc., una sociedad de Canadá y R Mollenhauer Holding I Inc. una sociedad de Canadá, como garantes y deudores prendarios, (juntos el "Deudor Prendario", individualmente como "Certus" y "Mollenhauer" respectivamente) y The Toronto-Dominion Bank, una sociedad constituida bajo las leyes de Canadá, como acreedor prendario (el "Acreedor Prendario"), con la comparecencia de Certus Automotive, S. de R.L. de C.V., como emisor de las partes sociales (el "Emisor"), de conformidad con las siguientes declaraciones, garantías y cláusulas.

Declaraciones y Garantías

I. Certus y Mollenhauer como Deudores Prendarios, conjuntamente declaran y garantizan:

- a) Certus es una sociedad debidamente constituida bajo las leyes de Canadá debidamente facultada para celebrar y obligarse en términos del presente Contrato.
- b) Mollenhauer es una sociedad debidamente constituida bajo las leyes de Canadá debidamente facultada para celebrar y obligarse en términos del presente Contrato.
- c) Son los únicos legítimos propietarios de las Partes Sociales en Prenda (como se define más adelante) en las siguientes proporciones y valores:

**CERTUS AUTOMOTIVE INC.**, titular de una parte social con valor de \$99,999.00

(Noventa y Nueve Mil Novecientos Noventa y Nueve Pesos 00/100 M.N.); y

**R MOLLENHAUER HOLDINGS I INC.**, titular de una parte social con valor de \$1.00

(Un Peso 00/100 M.N.).

- d) Los derechos de las Partes Sociales Pignoradas se encuentran libres de cualquier embargo (como se define más adelante), gravámenes u opciones o cualquiera otra limitación de propiedad o derechos preferentes de cualquier tipo;
- e) Ninguno de los derechos de las Partes Sociales Pignoradas consiste en contratos, acuerdos u otros documentos que por sus condiciones limitan una cesión, transferencia o prenda sobre las Partes Sociales en Prenda por el Deudor Prendario ni las Partes Sociales Pignoradas se encuentran sujetas a algún acuerdo que restringe la cesión, transferencia o prenda de dichos derechos de las Partes Sociales Pignoradas por el Deudor Prendario;

- f) Las Partes Sociales Pignoradas comprenden todos los derechos de propiedad de las Partes Sociales Pignoradas que representan todo el capital del Emisor.
- g) No necesitan autorización o aprobación mediante asamblea para cumplir con este Contrato o para perfeccionar y mantener una Prenda exigible en primer lugar y garantizar el interés sobre las Partes Sociales Pignoradas (como se define más adelante), o para realizar o cumplir con las obligaciones contraídas por ellos como se describe a continuación, que son legales, válidas y exigibles contra el Deudor Prendario conforme a sus términos;
- h) A partir de la fecha del presente documento, no hay ninguna acción pendiente o amenaza de acción, reclamación, requisito o procedimiento ante cualquier tribunal, oficina gubernamental o arbitraje que afecte o pueda afectar la legalidad, validez o exigibilidad del presente Contrato o la legalidad y validez de la propiedad del Deudor Prendario sobre los derechos de las Partes Sociales Pignoradas, de la cual tengan conocimiento;
- i) Contraer y cumplir con el presente Contrato no constituye una violación o incumplimiento bajo (i) cualquier estipulación dentro de la estructura social del Deudor Prendario, (ii) cualquier acuerdo, contrato, licencia, juicio u orden en el cual el Deudor Prendario es parte o cualquiera de sus acciones se encuentre obligada, o (iii) cualquier ley, reglamento, circular, orden o decreto de cualquier tipo emitido por cualquier entidad gubernamental;
- j) La persona que firma el presente Contrato en representación de Certus tiene todas las facultades necesarias, la autoridad y autorización corporativa para contraer y cumplir con este Contrato en nombre de Certus, mismas facultades y autorizaciones corporativas que no han sido revocadas, modificadas, o limitadas de forma alguna;
- k) La persona que firma el presente contrato en representación de Mollenhauer tiene todas las facultades necesarias, la autoridad y autorización corporativa para contraer y cumplir con este Contrato en nombre de Mollenhauer, mismas facultades y autorizaciones corporativas que no han sido revocadas, modificadas, o limitadas de forma alguna;
- l) Ambos están de acuerdo en entregar en Prenda las Partes Sociales a favor del Acreedor Prendario de conformidad con este Contrato y como resultado de la celebración del Contrato de Garantía (la "Garantía") celebrado entre el Emisor y el





Acreedor Prendario en términos de la copia que se acompaña al presente Contrato como Anexo "A"; y

- m) Reconocen y aceptan que la exactitud y precisión de sus declaraciones y garantías que se establecen en el presente, la validez, efecto y aplicabilidad de este Contrato y de la garantía en primer lugar por los derechos de las Partes Sociales en Prenda (como se define en lo sucesivo) creado por el presente, es un incentivo material para que el Acreedor Prendario se sujete a los actos relacionados con el mismo.

II. El Acreedor Prendario por la presente declara y garantiza que:

- a) Es una sociedad debidamente constituida y válidamente existente bajo las leyes de Canadá; y
- b) Su representante tiene todas las facultades necesarias y autorización corporativa para contraer y obligarse en términos del presente Contrato en su nombre, y tales poderes y autorizaciones corporativas no han sido revocadas o limitadas de alguna manera.

III. El Emisor declara y garantiza que:

- a) Es una sociedad debidamente constituida y válidamente existente bajo las leyes de México, como lo demuestra por medio de la escritura pública que en copia se adjunta a la presente como el Anexo "B".
- b) Comparece debidamente representado en el presente Contrato para reconocer las obligaciones adquiridas por el Deudor Prendario y llevar a cabo el registro en el correspondiente libro de registro de socios, sobre dichas obligaciones a favor del Acreedor Prendario, así como para manifestar que no existe impedimento alguno en sus estatutos sociales vigente para la celebración del presente Contrato .

AHORA, POR LO TANTO, de conformidad con las declaraciones y garantías contenidas en el presente, las partes aquí convienen en las siguientes:

Cláusulas



**PRIMERA. - Ciertos Términos Definidos**

- (a) Como se utiliza en el presente contrato, los siguientes términos tendrán los significados siguientes:

“Acreedor Prendario” tiene el significado señalado en el preámbulo del presente Contrato.

“Aviso de Ejecución” tiene el significado especificado en el inciso a) de la cláusula séptima de este Contrato.

“Contrato” significa el presente Contrato.

“Código de Comercio” significa el código de comercio mexicano.

“Carta de Aviso” tiene el significado especificado en el inciso b) de la cláusula séptima.

“Derechos de las Partes Sociales en Prenda” significa todos los bienes genéricamente descritos entregados en prenda por el Deudor Prendario en favor del Acreedor Prendario conforme a lo dispuesto en el presente Contrato, donde quiera que se encuentren, actuales o potenciales, adquiridos o derivados, incluyendo, sin limitación: (a) todos los derechos de propiedad que representan todas las partes sociales del capital del Emisor; (b) los certificados representativos de todo el capital social del Emisor.

“Deudor Prendario” tiene el significado manifestado en el preámbulo del presente Contrato.

“Día Laboral” significa todos los días que los bancos en México estén abiertos para los negocios.

“Emisor” significa Certus Automotive, S. de R.L. de C.V. como emisor de las Partes Sociales en Prenda.

“Evento de Incumplimiento” tiene el significado especificado en la Garantía; disponiéndose, sin embargo, que, para efectos del presente Contrato, dicho término también deberá incluir, sin limitación (i) el incumplimiento del Deudor Prendario, en realizar u observar cualquiera de sus obligaciones en virtud del presente; y (ii) si cualquier reclamación presentada por el Deudor Prendario es falsa, incorrecta o engañosa en cualquier sentido.

“Garantía” tiene el significado expresado en la cláusula segunda.



"Ornamento" significa con respecto a cualquier activo, cualquier hipoteca, embargo, gravamen, compromiso, carga, u otra garantía o cualquier acuerdo preferencial que tiene el efecto práctico de la creación de una garantía sobre dichos activos.

"Ley" significa la Ley General de Títulos y Operaciones de Crédito.

"Notificación de Terminación" tiene el significado especificado en la cláusula tercera de este Contrato.

"Obligaciones Garantizadas" tiene el significado indicado en la cláusula segunda de este Contrato.

"Periodo de Cura" tiene el significado lo señalado en el inciso b) de la cláusula séptima.

"Persona" significa cualquier individuo, único propietario, sociedad, sociedad colectiva, fideicomiso, organización no constituida en sociedad, asociación, corporativo, sociedad de responsabilidad limitada, institución, asociación de beneficio público, otra entidad o gobierno (ya sea federal, estatal, condado, ciudad, municipal, local, extranjera u otro tipo, incluyendo cualquier conducto, división, agencia, cuerpo o departamento de éstos).

"Prenda" tiene el significado especificado en el preámbulo de este Contrato.

b) Interpretación. Las definiciones contenidas en esta cláusula primera se aplicarán de igual manera a las formas singulares y plurales de los términos definidos. Cada vez que el contexto lo requiera, cualquier pronombre incluirá las formas correspondientes a masculino, femenino y neutros. Las palabras "bajo el presente", "en este instrumento" y "aquí previstas" y las palabras de contexto similar, cuando se empleen en este Contrato, se refieren a este Contrato en su conjunto y no a cualquier disposición particular de este Contrato, salvo que se indique expresamente, las referencias a las cláusulas, párrafos, secciones y anexos del presente Contrato se entenderán como todas las referencias de cláusulas, secciones, párrafos y anexos del presente Contrato a menos que el contexto manifieste expresamente lo contrario. Las palabras "incluyen", "incluye" e "incluyendo" se considerará seguida de la frase "sin limitación", a menos que la frase se encuentre expresada. En este instrumento y cualquier certificado u otro documento elaborado o entregados conforme al presente, (i) las palabras "incluyen", "incluye" e "incluyendo" se considerará seguida de la frase "sin limitación", (ii) la palabra "incurrir" deberá interpretarse como incurrir, crear, emitir, asumir, ser responsable respecto de o sufrir de existir (y las palabras "incurrió" e "incurriendo" tendrán significados correlativos), (iii) las referencias a los acuerdos, a menos que se especifique lo contrario, se entenderá que se refieren a este tipo de contratos en su forma modificada, complementada,

corregida, replanteada o de otra manera modificada de vez en cuando; y (iv) en las referencias a cualquier estatuto, ley o reglamento se debe considerar incluir cualquier modificación al mismo de tiempo en tiempo o precedente de dicho estatuto, ley o reglamento.

**SEGUNDA. - Prenda; Otorgamiento de Garantía.**

(a) de conformidad con el Título II, Capítulo IV, Sección VI, artículo 334, párrafo IV de la Ley, el Deudor Prendario otorga un gravamen y constituye una **Prenda en Primer Lugar como garantía**, misma que es incondicional e irrevocable a favor del Acreedor Prendario, en y sobre las Partes Sociales en Prenda ahora y en lo sucesivo propiedad del Deudor Prendario como garantía colateral para el cumplimiento de la Garantía, en ejecución y satisfacción al vencimiento de cualquier y todas las obligaciones a favor del Acreedor Prendario que surjan de o en relación con la Garantía (colectivamente, las "Obligaciones Garantizadas") más cualquier interés, multa, indemnización o de otra manera, acumulados al respecto, de conformidad con el artículo 348 de la Ley.

(b) Para perfeccionar la garantía sobre las Partes Sociales en Prenda, el Deudor Prendario por el presente se compromete y acepta que, el presente Contrato se otorgará en escritura pública ante un notario público mexicano y para su posterior registro ante el Registro Único de Garantías Mobiliarias ("RUG"), por lo cual deberá entregar el Deudor Prendario al Acreedor Prendario un certificado electrónico original del registro emitido por el RUG mediante el cual se acredita que este Contrato ha sido presentado para su registro en el RUG.

(c) Adicional, el Deudor Prendario y el Emisor en el presente acuerdan y se comprometen en entregar al Acreedor Prendario, a la brevedad posible, pero en cualquier caso en un plazo no mayor a 30 (treinta) días hábiles siguientes a la fecha de ejecución del presente Contrato los originales de los respectivos certificados que representan las Partes Sociales en Prenda, debidamente endosadas a favor del Acreedor Prendario; y una copia certificada ante notario público de los libros de registro de socios debidamente firmada por el Secretario del Consejo de Gerentes o Gerente Único del Emisor, reconociendo que se han entregado los derechos de las Partes Sociales Pignoradas a favor del Acreedor Prendario de conformidad con este Contrato.

TERCERA. - Garantía Continua. La garantía deberá ser continua y (i) deberá permanecer en pleno vigor y efecto en tanto las obligaciones bajo la Garantía no sean legalmente y debidamente cumplidas; (ii) sea vinculante para el Deudor Prendario, sus sucesores y cesionarios; y (iii) redundará en el beneficio de ser exigida por el Acreedor Prendario y sus respectivos sucesores y cesionarios. Dentro de un plazo máximo de 15 (quince) días hábiles siguientes a la satisfacción y el cumplimiento de las Obligaciones Garantizadas, y previa



por escrito por el Deudor Prendario, el Acreedor Prendario deberá entregar al Deudor Prendario una notificación de terminación (el "Aviso de Terminación") ratificada ante notario público mexicano, que deberá ser instruido para presentar tal aviso de terminación al RUG. Este Contrato se dará por terminado y cesará la garantía otorgada, únicamente mediante la entrega del Aviso de Terminación por el Acreedor Prendario para el Deudor Prendario de conformidad con lo estipulado en el presente instrumento.

CUARTA.- Obligaciones del Deudor Prendario.- Durante la vigencia de este Contrato, el Deudor Prendario acuerda que deberá (a) defender el derecho, el título y el interés del Acreedor Prendario en y respecto de las Partes Sociales en Prenda contra las reclamaciones y demandas de cualquier persona que no sea el Acreedor Prendario; (b) no creará, incurrirá, asumirá ni permitirá que exista cualquier gravamen o garantía u cualquier reclamo de cualquier persona con respecto a las Partes Sociales en Prenda, ya sean actualmente de su propiedad o que se adquieran en el futuro; (c) no venderá, transferirá, asignará, se comprometerá, entregará, transmitirá a fideicomiso, donará, gozará de usufructo o dispondrá de cualquier otra manera, o concederá cualquier acción con respecto a las Partes Sociales en Prenda o cualquier derecho dentro de las mismas sin el previo consentimiento por escrito del Acreedor Prendario; (d) deberá ejecutar y entregar al Acreedor Prendario los documentos a favor del Acreedor Prendario y, efectuará acciones relativas a la Garantía como el Acreedor Prendario puede llegar a solicitar con el fin de proteger y mantener la Garantía y para proteger y conservar las Partes Sociales en Prenda y pagará todos los gastos que surjan de o en relación con las mismas; y (e) deberá pagar cualquier y todos los impuestos, cuotas y otros cargos de cualquier naturaleza que pueden ser impuestos, gravados o evaluados contra o con respecto a las Partes Sociales en Prenda.

El Deudor Prendario por la presente expresa e irrevocablemente acepta mantener la Garantía a favor del Acreedor Prendario con respecto a las Partes Sociales en Prenda.

QUINTA. - Partes Sociales en Prenda. El Deudor Prendario y el Acreedor Prendario acuerdan que la firma de este Contrato constituye un reconocimiento por parte del Acreedor Prendario hacia el Deudor Prendario que representa a las Partes Sociales en Prenda, para los fines especificados en el artículo 337 de la Ley. El Deudor Prendario reconoce y se obliga en términos siguientes en lo que respecta a las Partes Sociales en Prenda:

- a) Responsabilidad con respecto a las Partes Sociales en Prenda. El Deudor Prendario será responsable por cualquier reclamo, acción, obligación, daño, pérdida, costo y gasto, incluyendo los impuestos, que surjan de o en relación con las Partes Sociales Prenda.

- b) Derechos de voto. El Deudor Prendario tendrá derecho a ejercer todos los derechos corporativos, incluyendo los de voto correspondientes a las Partes Sociales en Prenda, siempre y cuando no ocasione un conflicto con los términos y condiciones de este Contrato.
- c) Distribuciones. El Deudor Prendario tendrá derecho a recibir los dividendos en efectivo que se decreten respecto de las Partes Sociales en Prenda, únicamente en tanto no hubiere ocurrido y continúe una causa de ejecución de la Garantía Prendaria en los términos de la Garantía.

Para que el Deudor Prendario pueda recibir dividendos, el Acreedor Prendario, a petición escrita del Deudor Prendario si fuera necesario, entregará al Deudor Prendario los certificados de las Partes Sociales Pignoradas, de conformidad con la petición del Deudor Prendario, en un tiempo razonable, pero, en cualquier caso, dentro de los 5 (cinco) días siguientes la fecha en que el Acreedor Prendario reciba la solicitud.

SEXTA. - Incumplimiento. (a) Si un incumplimiento llegara a ocurrir y continuara ocurriendo una vez que el Periodo de Cura haya transcurrido (i) todos y cada uno de los derechos del Deudor Prendario conforme a lo estipulado en la Cláusula Quinta o cualquier otro derecho del Deudor Prendario descritos en el presente terminarán automáticamente y después de eso solamente serán ejercidos por el Acreedor Prendario y el tercero designado por el Acreedor Prendario; y (ii) el Deudor Prendario por medio del presente expresamente e irrevocablemente autoriza al Acreedor Prendario a ejecutar las Partes Sociales en Prenda a su favor conforme las disposiciones de la Cláusula Séptima de este Contrato y a ejercer sus derechos de cualquier otra manera como se contemple en la Ley o el Código de Comercio; (b) el Acreedor Prendario deberá notificar al Deudor Prendario por escrito, tan pronto como sea posible, pero en cualquier caso dentro de los 3 (tres) días hábiles siguientes a la fecha de que suceda cualquier evento que constituya, o pasado el tiempo podría constituir, un evento de incumplimiento.

SÉPTIMA. - Procedimiento de Ejecución de Garantía.

- a) Una vez que sea del conocimiento del Acreedor Prendario algún incumplimiento, el Acreedor Prendario deberá entregar al Deudor Prendario, ante la presencia de un notario público mexicano, un aviso de inicio del procedimiento de ejecución garantía prendaria (una "Notificación de Ejecución Garantía") utilizando el formulario de notificación adjunta como Anexo "C".



En la recepción de la Notificación de Ejecución Garantía, el Deudor Prendario tendrá un período (el "Período de Cura") de 10 (diez) días hábiles para subsanar la causa de incumplimiento invocada por el Acreedor Prendario en la Notificación de Ejecución Garantía, a satisfacción del Acreedor Prendario en los términos de este Contrato y la Garantía y a presentar pruebas aceptables para el Acreedor Prendario (la "Notificación de Ejecución"). Cualquier Notificación de Garantía entregada al Acreedor Prendario, ante la presencia de un notario público mexicano, en el domicilio señalado por el Acreedor Prendario establecido en la Cláusula Décima Segunda del presente.

- a) En caso de que el Deudor Prendario no haya subsanado el incumplimiento dentro del Período de Cura y de conformidad con los términos establecidos en la sección (b) de esta Cláusula Séptima, el Acreedor Prendario tendrá derecho a iniciar la ejecución de los Derechos de las Partes Sociales en Prenda e iniciar un procedimiento de ejecución extra judicial, únicamente si no existe controversia con respecto a la exigibilidad de las Obligaciones Garantizadas, o un procedimiento de ejecución judicial, cualquiera según sea el caso, de conformidad con lo dispuesto en el artículo 341 de la Ley o incluso artículo 344 de la misma Ley, con el fin de buscar el pago de las Obligaciones Garantizadas, lo anterior es expresamente consentido y aceptado por el Deudor Prendario.

OCTAVA. - Capacidad del Acreedor Prendario. (i) el Deudor Prendario irrevocable y expresamente reconoce que el Acreedor Prendario tiene todas las facultades necesarias, capacidad legal y autoridad para todos los asuntos derivados de o relacionados con este Contrato; y (ii) el Deudor Prendario por el presente expresamente e irrevocablemente renuncia a sus derechos para llevar a cabo cualquier acción en contra de la existencia legal, autorizaciones, legalidad o capacidad y autoridad del Acreedor Prendario para celebrar el presente Contrato.

NOVENA. - Impuestos y Gastos. Todos los gastos, costos, impuestos, comisiones y honorarios que surjan de la preparación, ejecución y registro de este Acuerdo, así como cualquier acto o documento realizado, preparado, ejecutado o notificado de conformidad con este Contrato, incluyendo sin limitación, los honorarios del notario público y derechos de inscripción y los gastos y honorarios de los asesores legales del Deudor Prendario y el Acreedor Prendario, así como todos y gastos incurridos por el Deudor Prendario y el Acreedor Prendario en el cumplimiento de sus obligaciones respectivas serán pagados por el Acreedor Prendario, salvo los gastos, costos y honorarios derivados de un evento de incumplimiento donde el Acreedor Prendario ejercerá sus respectivos derechos conforme a

este Contrato y en relación con la ejecución de los derechos de las Partes Sociales en Prenda, que deberá ser plena y exclusivamente pagados y cubiertos por el Deudor Prendario.

DÉCIMA. - Cesión. Los derechos y obligaciones derivadas del presente Contrato no pueden ser cedidas por el Deudor Prendario a terceras personas sin el consentimiento por escrito del Acreedor Prendario.

DÉCIMA PRIMERA.- Modificaciones. Este Contrato solo puede ser enmendado o modificado previo consentimiento por escrito del Deudor Prendario y Acreedor Prendario.

DÉCIMA SEGUNDA -Notificaciones. Toda notificación debe ser entregada a las partes del presente en español (en conjunto con una traducción el inglés) y serán notificadas ya sea: (i) personalmente, con acuse de recibido; (ii) por mensajería con acuse de recibido; o (iii) vía fax previo a la notificación personal o por mensajería con acuse de recibido. Toda notificación entregada en los siguientes domicilios o números de fax surtirán efectos en cuanto se entreguen personalmente:

A Certus:

Certus Automotive Inc.  
Diagonal de Patriotismo 1, piso 9  
Colonia Condesa, Delegación Cuauhtémoc  
Mexico D.F., 06170  
Atención: Alejandro Faes Noriega

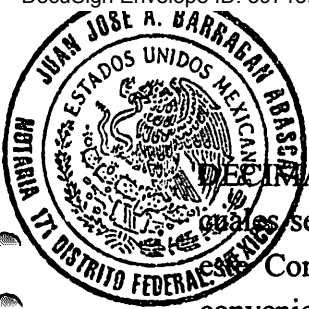
A Mollenhauer:

R Mollenhauer Holding I Inc.,  
Diagonal de Patriotismo 1, piso 9  
Colonia Condesa, Delegación Cuauhtémoc  
Mexico D.F., 06170  
Atención: Alejandro Faes Noriega

Al Acreedor Prendario:

Torre Cube  
Blvd. Puerta de Hierro No. 5210, Piso 1-B  
Fracc. Puerta de Hierro, C.P. 45110 Zapopan,  
Jalisco, México.  
Atención: Carlos Omar Murillo Navarro





DÉCIMA TERCERA. - Anexos y Encabezados. Todos los documentos adjuntos o a los cuales se hace referencia se incorporan como referencia y deberán considerados partes de Contrato. Los subtítulos y encabezados contenidos en este Contrato son sólo por conveniencia y no afectarán la interpretación del Contrato.

DÉCIMA CUARTA. - Garantías Adicionales. A petición escrita del Acreedor Prendario, el Deudor Prendario acepta entregar a la brevedad posible al Acreedor Prendario cualquier y todos los documentos, instrumentos y acuerdos relacionados con este Contrato, siempre que sean necesarios por el Acreedor Prendario para que cause efectos o pueda llevar a cabo las obligaciones o pretensiones de este Contrato o el Contrato de Servicios.

DÉCIMA QUINTA.- Jurisdicción y Legislación Aplicable. Para todas las cuestiones relacionadas a la interpretación y cumplimiento del presente Contrato, las partes aquí expresan su irrevocable consentimiento en someterse a las leyes aplicables de México y a la Jurisdicción de los tribunales de la Ciudad de México, México, competentes, en relación con cualquier acción o procedimiento que pueda surgir en relación con el presente, y las partes en el mismo expresan su irrevocable y total renuncia a cualquier jurisdicción que por razón de su domicilio presente o futuro o por cualquier otra razón.

Certus Automotive Inc. Deudor  
Prendario

Por: Alejandro Faes Noriega

R Mollenhauer Holding I Inc.  
Deudor Prendario

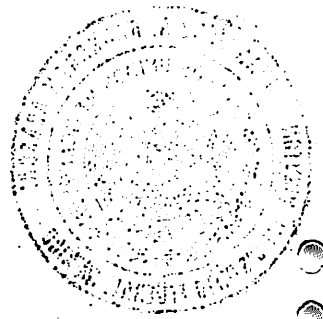
Por: Alejandro Faes Noriega

Certus Automotive, S. de R.L. de C.V.  
Emisor

Por: Alejandro Faes Noriega

The Toronto-Dominion Bank  
Acreedor Prendario

Por: Carlos Omar Murillo Navarro



**Anexo "A" Garantía**

*[Handwritten mark]*



anexo "B"

Constitutiva del Emisor

Anexo "C"

Contrato de Prenda

Notificación de Ejecución Garantía

[Fecha]

[\*\*\*]

Atención: \_\_\_\_\_

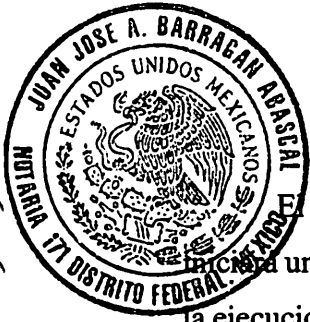
Esta Notificación de Ejecución Garantía se entrega de conformidad con el párrafo a) de la Cláusula Séptima del Contrato de fecha [\*], 2016 (conforme a sus convenios, estipulaciones, complementos y convenios o modificaciones efectuadas con el tiempo, el "Contrato") entre CERTUS Automotive Inc., una sociedad de Canadá y R Mollenhauer Holding I Inc., como Deudor Prendario, y The Toronto-Dominion Bank, como Acreedor Prendario. Términos empleados en mayúsculas y no definidos en el presente tendrán el significado señalado por el Contrato.

Mediante esta Notificación de Ejecución Garantía y de conformidad con el párrafo (a) de la Cláusula Séptima del Contrato, el suscrito certifica, que ha surgido el siguiente evento de incumplimiento:

*[incluir una descripción del Evento de Incumplimiento]*

En virtud de lo anterior, le informamos que usted tiene un período de 10 (diez) días hábiles (el "Período de Cura") para subsanar a satisfacción del Deudor Prendario, el incumplimiento mencionado anteriormente, y para presentar la Notificación de Incumplimiento al Acreedor Prendario. El Periodo de Cura termina a las [\*: pm/am] del [ ], [ ], [ ].

Por medio del presente se le informa que si no subsana el incumplimiento descrito anteriormente dentro del plazo otorgado en el Periodo de Cura será aplicable de conformidad lo dispuesto en el párrafo subsecuente y en el Contrato:



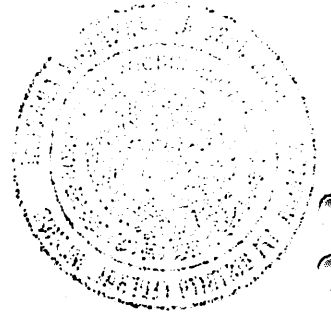
El Acreedor Prendario procederá con la ejecución de las Partes Sociales en Prenda e iniciar un procedimiento extrajudicial de ejecución, sí y solo sí, no existe controversia sobre la ejecución de las Obligaciones Garantizadas, o un proceso judicial, según resulte aplicable, en términos del artículo 341 de la Ley y el artículo 344 de la misma Ley, para reclamar el pago de las Obligaciones Garantizadas, todo lo cual es expresamente consentido y aceptado por el Deudor Prendario.

Sinceramente,

The Toronto-Dominion Bank

\_\_\_\_\_  
Por:

Título:



**CONFIDENTIAL**





**JUAN JOSE BARRAGAN ABASCAL**  
**Notario 171 del D.F.**

**N171**  
**Notaría**



LIBRO QUINIENTOS SEIS 506

JEN-----INSTRUMENTO TREINTA Y TRES MIL DOSCIENTOS OCHENTA Y CINCO ----- 33,285

En la CIUDAD DE MEXICO, el día nueve de febrero del dos mil diecisiete, yo, el Licenciado **JUAN JOSE A. BARRAGAN ABASCAL**, titular de la Notaría número **CIENTO SETENTA Y UNO** de esta Capital, hago constar:

I.- LA PROTOCOLIZACIÓN del PODER ESPECIAL otorgado en el extranjero por la sociedad extranjera denominada "**CERTUS AUTOMOTIVE INC.**", para que surta efectos en la República Mexicana a solicitud del señor **ALEJANDRO FAES NORIEGA**, en su carácter de **Apoderado Especial** de la anterior; y

II.- LA PROTOCOLIZACIÓN del PODER ESPECIAL otorgado en el extranjero por la sociedad extranjera denominada "**R MOLLENHAUER HOLDINGS I INC.**", para que surta efectos en la República Mexicana a solicitud del señor **ALEJANDRO FAES NORIEGA**, en su carácter de **Apoderado Especial** de la anterior;

Lo anterior de conformidad con los siguientes antecedentes y cláusulas:

**ANTECEDENTES**

PRIMERO.- El compareciente me exhibe en este acto un documento que consta de cinco páginas útiles, en tamaño carta, redactado en idioma español e inglés, que contiene el **PODER ESPECIAL**, otorgado por la sociedad extranjera denominada "**CERTUS AUTOMOTIVE INC.**" en la Provincia de Ontario, Canadá, con fecha dos de diciembre del dos mil dieciséis, ante George Roy Vona, Notario Público de dicho lugar, en el que aparece la correspondiente certificación suscrita por el Ministro de Gobierno y Servicios al Consumidor, que certifica la firma del Notario y la Legalización suscrita por el señor **DIEGO ESPINOSA LEON**, Cónsul de México en Toronto, Ontario, Canadá, que certifica la firma del Ministro de Gobierno y Servicios al Consumidor.

Dicho documento en unión de su certificación y Legalización y su correspondiente traducción al idioma español, realizada por Perito Traductor Autorizado por el Supremo Tribunal de Justicia del Estado de Jalisco, se agrega al apéndice de este instrumento marcado con la letra "**A**" de conformidad con lo dispuesto por el artículo ciento treinta y seis y demás relativos de la Ley del Notariado para el Distrito Federal, mismo que aparecerá reproducido en los testimonios que de la presente se expidan.

SEGUNDO.- El compareciente me exhibe en este acto un documento que consta de cinco páginas útiles, en tamaño carta, redactado en idioma español e inglés, que contiene el **PODER ESPECIAL**, otorgado por la sociedad extranjera denominada "**R MOLLENHAUER HOLDINGS I INC.**" en la Provincia de Ontario, Canadá, con fecha dos de diciembre del dos mil dieciséis ante George Roy Vona, Notario Público de dicho lugar, en el que aparece la correspondiente certificación suscrita por el Ministro de Gobierno y Servicios al Consumidor, que certifica la firma del Notario y la Legalización suscrita por el señor **DIEGO ESPINOSA LEON**, Cónsul de México en Toronto, Ontario, Canadá, que certifica la firma del Ministro de Gobierno y Servicios al Consumidor.

Dicho documento en unión de su certificación y Legalización y su correspondiente traducción al idioma español, realizada por Perito Traductor Autorizado por el Supremo Tribunal de Justicia del Estado de Jalisco, se agrega al apéndice de este instrumento marcado con la letra "**B**" de conformidad con lo dispuesto por el artículo ciento treinta y seis y demás relativos de la Ley del Notariado para el Distrito Federal, mismo que aparecerá reproducido en los testimonios que de la presente se expidan.

Expuesto lo anterior, los comparecientes otorgan las siguientes:

**CLÁUSULAS**

PRIMERA.- El compareciente, solicita se protocolice y en este acto se **PROTOCOLIZA** el **DOCUMENTO** que contiene el **PODER ESPECIAL** otorgado por la sociedad extranjera denominada "**CERTUS AUTOMOTIVE INC.**", en favor de los señores **ALEJANDRO FAES NORIEGA** y **ROBERT MOLLENHAUER** en la Provincia de Ontario, Canadá, con fecha dos de diciembre del dos mil dieciséis, y que ha quedado relacionado en el antecedente primero del presente instrumento.

SEGUNDA.- En consecuencia, **SURTE PLENOS EFECTOS LEGALES** en los Estados Unidos Mexicanos, el **PODER ESPECIAL**, que consta en el documento que ha quedado protocolizado de



acuerdo con la cláusula anterior, de conformidad con lo dispuesto por los artículos ciento treinta y nueve, ciento cuarenta y demás relativos de la Ley del Notariado para el Distrito Federal, con la suma de facultades descritas en dicho documento. \_\_\_\_\_

— **TERCERA.**- El compareciente, solicita se protocolice y en este acto se **PROTOCOLIZA** el **DOCUMENTO** que contiene el **PODER ESPECIAL** otorgado por la sociedad extranjera denominada "**R MOLLENHAUER HOLDINGS I INC.**", en favor de los señores **ALEJANDRO FAES NORIEGA** y **ROBERT MOLLENHAUER** en la Provincia de Ontario, Canadá, con fecha dos de diciembre del dos mil dieciséis, y que ha quedado relacionado en el antecedente segundo del presente Instrumento. \_\_\_\_\_

— **CUARTA.**- En consecuencia, **SURTE PLENOS EFECTOS LEGALES** en los Estados Unidos Mexicanos, el **PODER ESPECIAL**, que consta en el documento que ha quedado protocolizado de acuerdo con la cláusula anterior, de conformidad con lo dispuesto por los artículos ciento treinta y nueve, ciento cuarenta y demás relativos de la Ley del Notariado para el Distrito Federal, con la suma de facultades descritas en dicho documento. \_\_\_\_\_

#### PERSONALIDAD

— El señor **ALEJANDRO FAES NORIEGA**, acredita su carácter de **Apoderado Especial** de las Sociedades Extranjeras denominadas "**CERTUS AUTOMOTIVE INC.**" y "**R MOLLENHAUER HOLDINGS I INC.**" y las facultades con las que actúa, con el poder que se ha dejado protocolizado en el presente instrumento, manifestando que la personalidad con la que comparece, conserva íntegro su vigor y que no le ha sido revocada, ni en forma alguna modificada y que sus representadas tienen capacidad para la celebración de este acto. \_\_\_\_\_

#### GENERALES

— Bajo protesta de decir verdad, el compareciente por sus generales declaró ser mexicano por nacimiento, originario del Distrito Federal, donde nació el día seis de febrero de mil novecientos cincuenta y nueve, casado, industrial, con domicilio en Diagonal de Patriotismo número uno, piso nueve, colonia Condesa, código postal cero seis mil ciento setenta, Delegación Cuauhtémoc, Ciudad de México y se identifica con el documento que tuvo a la vista en original y que agrego en copia al apéndice de este instrumento marcado con la letra "**C**". \_\_\_\_\_

— **YO, EL NOTARIO, HAGO CONSTAR BAJO MI FE:** \_\_\_\_\_

— **I.-** Que me identifiqué plenamente como Notario ante el compareciente. \_\_\_\_\_

— **II.-** Que lo relacionado e inserto concuerda fielmente con los documentos a que me remito y he tenido a la vista. \_\_\_\_\_

— **III.-** Que al compareciente le hice las advertencias de las penas en que incurrir los que declaran con falsedad ante Notario y de que sus declaraciones se consideran hechas bajo protesta de decir verdad. \_\_\_\_\_

— **IV.-** Que me aseguré de la identidad del compareciente como consta en generales y que tiene a mi juicio capacidad. \_\_\_\_\_

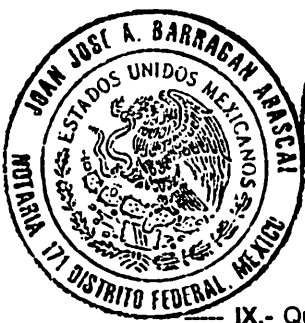
— **V.-** Que informé y expliqué el contenido de la Ley Federal de Protección de Datos Personales en Posesión de los Particulares y sus alcances procediendo a darle el aviso de privacidad de los datos proporcionados. \_\_\_\_\_

— **VI.-** Que el compareciente, mediante la firma del presente instrumento, autoriza de forma expresa al suscrito Notario para el uso, almacenamiento y divulgación de sus datos personales, con la finalidad de que se presenten los avisos y se cumpla con las obligaciones que conforme a la propia Ley del Notariado para el Distrito Federal y las demás disposiciones legales aplicables, imponen a los Notarios Públicos, en relación con el acto que en el presente instrumento se otorga. \_\_\_\_\_

— **VII.-** Que le fue leído al compareciente este instrumento y le hice saber el derecho que tiene de leerlo personalmente y de que les sea explicado, por lo que lo ilustré claramente acerca de su contenido, valor y consecuencias legales respondiendo a sus cuestionamientos. \_\_\_\_\_

— **VIII.-** Que todas las notas complementarias que en su caso sea necesario asentar, se agregarán al apéndice del presente instrumento. \_\_\_\_\_





**JUAN JOSE BARRAGAN ABASCAL**  
**Notario 171 del D.F.**

**N171**  
**Notaria**

**33285**



IX.- Que el compareciente manifestó su comprensión plena firmando de conformidad el día que se indica en su firma en unión del suscrito Notario y **AUTORIZO DEFINITIVAMENTE ESTE INSTRUMENTO.- DOY FE.**

— FIRMA DEL SEÑOR ALEJANDRO FAES NORIEGA.- EL DIA DE SU FECHA. \_\_\_\_\_

— FIRMA DEL NOTARIO.- EL SELLO DE AUTORIZAR. \_\_\_\_\_

DOCUMENTOS DEL APENDICE. \_\_\_\_\_

— LETRA "A".- DOCUMENTO QUE SE PROTOCOLIZA. \_\_\_\_\_

— LETRA "B".- DOCUMENTO QUE SE PROTOCOLIZA. \_\_\_\_\_

— LETRA "C".- IDENTIFICACIÓN. \_\_\_\_\_

INSERCIÓN.- \_\_\_\_\_

— ARTICULO DOS MIL QUINIENTOS CINCUENTA Y CUATRO DEL CODIGO CIVIL PARA EL DISTRITO FEDERAL. \_\_\_\_\_

— "En todos los poderes generales para pleitos y cobranzas, bastará que se diga que se otorga con todas las facultades generales y las especiales que requieran cláusula especial conforme a la ley, para que se entiendan conferidos sin limitación alguna. \_\_\_\_\_

— En los poderes generales para administrar bienes, bastará expresar que se dan con ese carácter, para que el apoderado tenga toda clase de facultades administrativas. \_\_\_\_\_

— En los poderes generales, para ejercer actos de dominio, bastará que se den con ese carácter para que el apoderado tenga todas las facultades de dueño, tanto en lo relativo a los bienes, como para hacer toda clase de gestiones a fin de defenderlos. \_\_\_\_\_

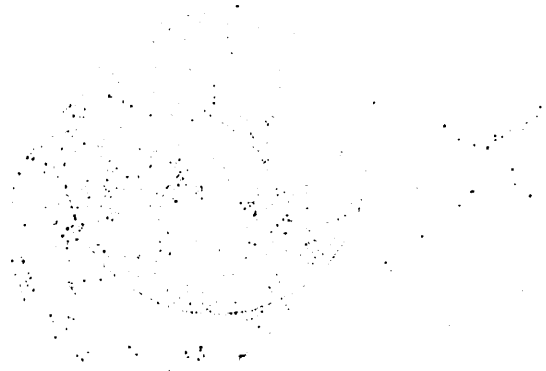
— Cuando se quisieren limitar, en los tres casos antes mencionados las facultades de los apoderados, se consignarán las limitaciones o los poderes serán especiales. \_\_\_\_\_

— Los notarios insertarán este artículo en los testimonios de los poderes que otorguen." \_\_\_\_\_

— YO, EL LICENCIADO JUAN JOSE A. BARRAGAN ABASCAL, TITULAR DE LA NOTARIA NUMERO CIENTO SETENTA Y UNO DE ESTA CAPITAL.- EXPIDO ESTE PRIMER TESTIMONIO EN SU ORDEN, QUE SE SACA DEL PROTOCOLO DE LA NOTARIA A MI CARGO, EN TRES PAGINAS UTILES, SELLADAS Y RUBRICADAS POR MI.- ESTA COTEJADO E IMPRESO EN TINTA FIJA, DENTRO DE LAS QUE SE INCLUYEN, EN SU CASO, COPIAS DE LOS DOCUMENTOS QUE OBRAN EN SU APENDICE Y QUE POR LEY DEBAN REPRODUCIRSE.- SE EXPIDE PARA LOS SEÑORES ALEJANDRO FAES NORIEGA Y ROBERT MOLLENHAUER, A TITULO DE CONSTANCIA.- CIUDAD DE MEXICO, A NUEVE DE FEBRERO DEL DOS MIL DIECISIETE.- DOY FE.

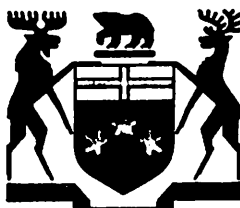
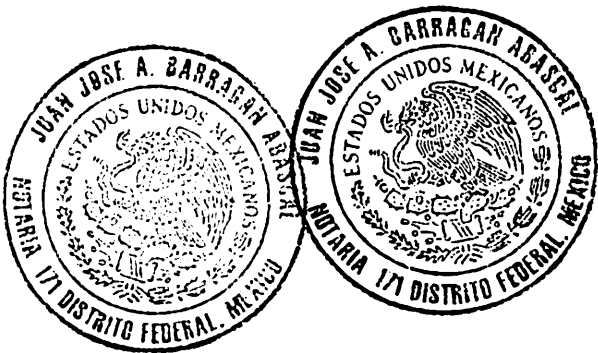
JJB/jja/araaproto





**CONFIDENTIAL**





Ontario

MINISTRY OF GOVERNMENT AND CONSUMER SERVICES

I HEREBY CERTIFY AS FOLLOWS:

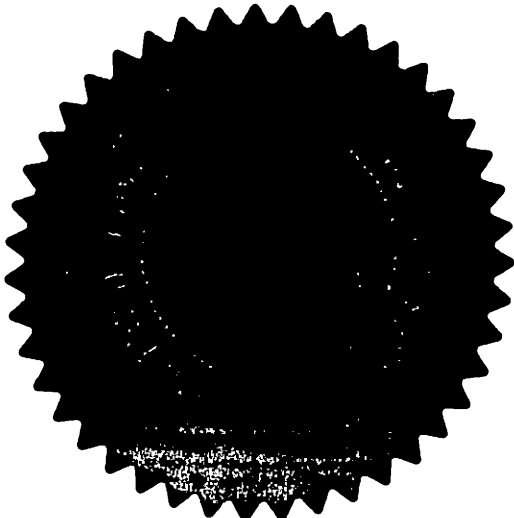
**GEORGE ROY VONA**

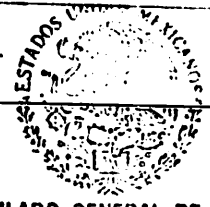
of the Province of Ontario, whose name is subscribed to the attached Instrument, was, at the time of subscribing thereto, a **NOTARY PUBLIC** in and for the Province of Ontario, Canada, duly commissioned and duly authorized by the laws thereof to administer oaths, to take affidavits and to certify the proof of deeds and other instruments in writing to be recorded within the said Province.

I FURTHER CERTIFY THAT I have compared the signature of the said **NOTARY PUBLIC** subscribed to the attached Instrument with the specimen signature of the said **NOTARY PUBLIC** filed in this office and verily believe the said signature to be genuine; and THAT I have compared the impression of the Seal of the said **NOTARY PUBLIC** appearing on the attached Instrument with the specimen of the Seal filed in this office and verily believe the impression of the Seal to be genuine.

IN TESTIMONY WHEREOF I have hereunto set my Hand and affixed the Seal of the Ministry of Government and Consumer Services of the Province of Ontario at the City of Toronto in the said Province this fifth day of December, A.D. 2016.

for the MINISTER OF GOVERNMENT AND CONSUMER SERVICES





NO. DE ORDEN:	TOR/35/17
DERECHOS EN MONEDA LOCAL:	50.00
DERECHOS EN DÓLARES:	36.00

CONSULADO GENERAL DE MEXICO  
TORONTO, ONTARIO, CANADA

SERVICIO EXTERIOR MEXICANO

EL(LA) SUSCRITO(A) DIEGO ESPINOSA LEON, CONSUL DE MEXICO EN TORONTO, ONTARIO, CANADÁ, CERTIFICA QUE EL(LA) FIRMA Y SELLO DE MINISTRY OF GOVERNMENT AND CONSUMER SERVICES PUESTO(A) EN EL (LA) DOCUMENTO ADJUNTO(A), EXPEDIDO(A) POR EL(LA) NOTARIO PUBLICO GEORGE ROY VONA, A FAVOR DE CERTUS AUTOMOTIVE INC., COINCIDE CON EL QUE SE TIENE REGISTRADO(A) EN ESTA OFICINA.—

LUGAR
TORONTO, ONTARIO, CANADÁ

FECHA		
19	ENERO	2017

NOTA: ESTA LEGALIZACIÓN NO PREJUZGA DE LA VALIDEZ DEL CONTENIDO DEL DOCUMENTO ANEXO.

FIRMA DIGITAL:

Cargo: CONSUL | Firma de: DIEGO ESPINOSA LEON | Fecha: 2017-1-19 11:19:10 | No. Serie: 00001000000300334011 | Datos estampados: CD66D25F88B4E762FD9C7FEAF40A6912A72975A | Cadena de firma: 6m bA6nzvVCs8VB1ue6G69gHvCABOuFC7ofNXRyTjQmMTUuUPoBbCzP9P4tBzL3nQQ80vesCxyraXEFn dUs e9Gs7Uu6o8j0cSxlrR2eTtChnyPEIHGpec+cQC3PsCtz99Z'sWm1toV650WR0kgD8eQYXSmmC2wsxl=

213901



**PODER ESPECIAL**

**SPECIAL POWER OF ATTORNEY**

En este día de 2 del mes de diciembre de 2016, en la provincia de Ontario, Canadá, compareció el Sr. Mollenhauer personalmente ante el Notario Público mencionado más adelante y declaró lo siguiente para otorgar el presente Poder Especial:

On this 2<sup>nd</sup> day of December 2016, in the Province of Ontario, Canada, Mr. Mollenhauer personally appeared before the Notary Public mentioned below and declared the following to grant this Special Power of Attorney:

(a) Que Certus Automotive Inc. (la "Sociedad") es una sociedad debidamente constituida y existente de conformidad con las leyes de la provincia de Ontario, Canadá y además manifiesta que es representante legal de la Sociedad y que cuenta con todas las facultades y poderes necesarios para firmar este Poder Especial y a partir del otorgamiento de este instrumento, el mismo constituirá un acto legal, válido y exigible de la Sociedad.

(a) That Certus Automotive Inc., (the "Company") is duly organized, validly existing and in good standing company under the laws of the province of Ontario, Canada and that he is the legal representative of the Company with full power and authority to execute this Special Power of Attorney and that upon its execution, it shall become the legal, valid and binding act of the Company.

(b) Que su representación es legítima de acuerdo con los registros, libros e instrumentos de la Sociedad que el poder otorgado en su favor por dicha Sociedad constituye una prueba directa y objetiva de la representación legal del suscriptor del presente poder.

(b) That his authority is legitimate in accordance with the records, books, instruments and documents of the Company and that the power of attorney granted to him by the Company constitutes direct and positive evidence of his legal capacity to grant this Special Power of Attorney.

(c) Que por medio de este instrumento, la Sociedad en esta acto confiere y otorga un poder especial, pero tan amplio como en derecho sea necesario, a favor de los señores Alejandro Faes Noriega y Robert Mollenhauer, para ejercitarlo conjunta o separadamente, a efecto de que representen a la Sociedad y, de manera enunciativa y no limitativa, firmen en su nombre y representación cierto contrato de prenda sobre partes sociales celebrado entre la Sociedad y The Toronto-Dominion Bank ("Banco"), con el reconocimiento de CERTUS AUTOMOTIVE, S. DE R.L. DE C.V. (el "Contrato de Prenda sobre Partes Sociales") y protocolicen y/o ratifiquen el mismo ante Notario Público en los Estados Unidos Mexicanos, así como cualquier otro convenio o documento relacionado con dicho Contrato de Prenda sobre Partes Sociales y su inscripción en los registros públicos correspondientes.

(c) That by means of this instrument, the Company hereby grants a special power of attorney, as broad as permitted by law, to Messrs. Alejandro Faes Noriega and Robert Mollenhauer, to be exercised jointly or separately, and empowers them to represent the Company and without limitation, execute on its behalf certain contract to pledge partnership interests to be executed by and between the Company and The Toronto-Dominion Bank ("Bank"), with the acknowledgement of CERTUS AUTOMOTIVE, S. DE R.L. de C.V. (the "Partnership Interests Pledge Contract"), and to notarize or ratify the same before a Notary Public in the United Mexican States, and to sign any agreement, or document related to the matters described herein, as well as any and all agreements or documents related to such Partnership Interests Pledge Contract and their registration at the corresponding Public Registries.

En el ejercicio del Poder Especial que aquí se otorga, los apoderados gozarán de todas las facultades para pleitos y cobranzas, actos de administración y actos de domino necesarios para la realización del objeto del presente Poder Especial, de acuerdo con los artículos 2553 y 2554 del Código Civil Federal y sus correlativos en los Códigos Civiles de los Estados de la República Mexicana, así como los relativos al artículo 9º de la Ley General de Títulos y Operaciones de Crédito, e incluyendo, entre otras, las facultades que de acuerdo con el Artículo 2587 de dicho Código Civil Federal y sus

For the performance of the Special Power of Attorney hereby granted, the attorneys in fact will have all the necessary powers for suits and collections, acts of administration and ownership to achieve the purpose of this Special Power of Attorney pursuant to articles 2553 and 2554 of the Mexican Federal Civil Code, and their correlatives articles of the Civil Codes of several States of the United Mexican States, and those set forth in article 9 of the General Law of Negotiable Instruments and Credit Operations, which includes but is no limited

artículos correlativos del Código Civil para el Distrito Federal y de los Código Civiles de las demás entidades federativas de México, requieran de cláusula especial.

to, all general and special power which require a special clause pursuant to the provisions of article 2587 of the Federal Civil Code, and the equivalent provisions of the Civil Code of the Federal District and the Civil Code for each of the States of the United Mexican States.

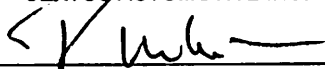
El presente poder se entenderá aceptado por el simple uso del mismo por parte del o de los apoderados que aquí se designan.

This power of attorney will be considered accepted by the simple use thereof by the attorney(s) in fact appointed herein.

La Sociedad en este acto ratifica y confirma todos y cada uno de los actos llevados a cabo por los apoderados en el ejercicio el presente Poder Especial.

The Company hereby ratifies and confirms each and every act performed by the attorneys in fact pursuant to this Special Power of Attorney.

**CERTUS AUTOMOTIVE INC.**



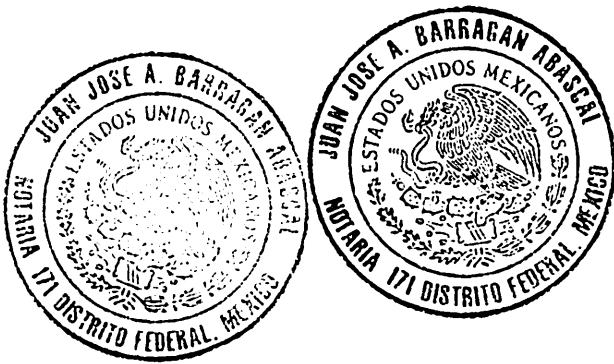
Por / By: Robert Mollenhauer  
Cargo / Title: President

El anterior instrumento, fue firmado y ratificado ante mi por el Sr. Mollenhauer con el carácter arriba indicado, en este día 2 de diciembre de 2016. En fe de lo cual y para certificar lo anterior, plasmé mi firma y sello de Notario. Doy fe.

The foregoing instrument was executed, and acknowledged before me by Mr. Mollenhauer in the capacity herein stated, this 2 day of December of the year 2016. In witness of same, and to certify which, I sign and place my seal of Notary Public, Witnesseth.



Notario Público Provincia de \_\_\_\_\_ / Notary Public Province of Ontario  
Mi patente concluye el/My commission expires on N/A  
Sello/Seal:



Escudo del Gobierno de Ontario en parte superior central del documento  
**MINISTERIO DE GOBIERNO Y SERVICIOS AL CONSUMIDOR**

POR LA PRESENTE CERTIFICO LO SIGUIENTE:

**GEORGE ROY VONA**

De la Provincia de Ontario, cuyo nombre se encuentra suscrito al Instrumento adjunto, era, al momento de la suscripción un **NOTARIO PÚBLICO** en y para la Provincia de Ontario, Canadá, debidamente comisionado y autorizado por las leyes para la administración de juramentos, para tomar declaraciones y para certificar la escritura y cualquier otro instrumento que sea por escrito para ser registrado dentro de dicha Provincia.

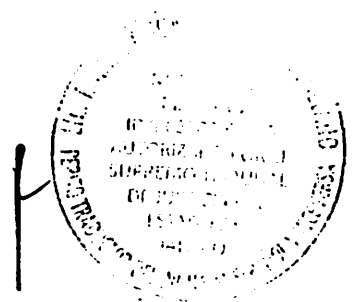
CERTIFICO ADEMÁS QUE HE comparado la firma del citado **NOTARIO PÚBLICO** suscrita al Instrumento adjunto con la muestra de la firma de dicho **NOTARIO PÚBLICO** presentado en esta oficina y creo verdaderamente que dicha firma es auténtica; y QUE HE comparado la impresión del sello de dicho **NOTARIO PÚBLICO** apareciendo en el Instrumento adjunto con la muestra del sello archivado en esta oficina y corroborado fielmente que la impresión del sello es genuina.

Sello en relieve sobre calcomanía en color rojo en parte inferior izquierda del documento del Ministerio de Gobierno y Servicios al Consumidor.

EN TESTIMONIO DE LO CUAL he puesto mi Mano y fijado mi sello oficial del Ministerio de Gobierno y Servicios al Consumidor de la Provincia de Ontario en la Ciudad de Toronto de dicha Provincia a los cinco días de diciembre de 2016.

Firma no legible en tinta negra

Para el **MINISTRO DE GOBIERNO Y SERVICIOS AL CONSUMIDOR**









\* \* \*

El suscrito, Rodrigo Igareda Diez de Sollano, Abogado y Perito Traductor Autorizados por el Supremo Tribunal de Justicia del Estado de Jalisco, México, con registro número IDSR 280202-215.

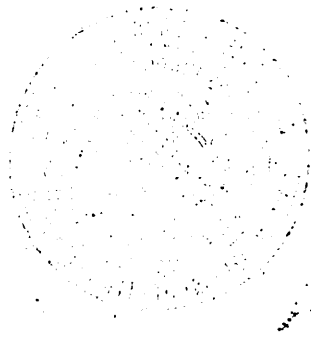
**CERTIFICO:**

Que la que antecede es una traducción fiel y correcta del inglés al español de los documentos originales cuya copia se anexa a la misma.

La presente traducción consta de 2 (dos) fojas, mismas que incluyen la presente certificación.

Guadalajara, Jalisco, México 7 de diciembre de 2016

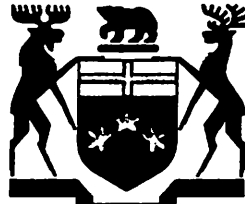
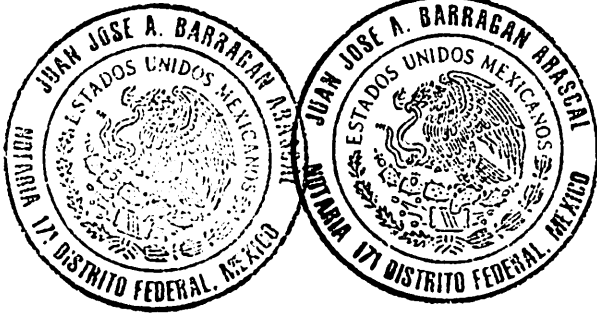




RECEIVED  
MAY 11 2006  
10 11 AM  
FEDERAL BUREAU OF INVESTIGATION  
U.S. DEPARTMENT OF JUSTICE



B



Ontario

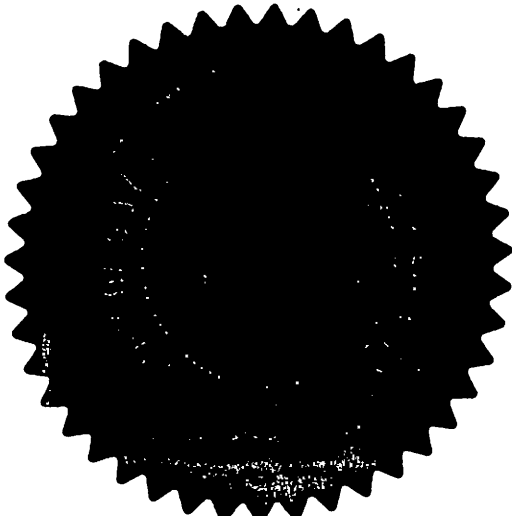
MINISTRY OF GOVERNMENT AND CONSUMER SERVICES

I HEREBY CERTIFY AS FOLLOWS:

**GEORGE ROY VONA**

of the Province of Ontario, whose name is subscribed to the attached Instrument, was, at the time of subscribing thereto, a **NOTARY PUBLIC** in and for the Province of Ontario, Canada, duly commissioned and duly authorized by the laws thereof to administer oaths, to take affidavits and to certify the proof of deeds and other instruments in writing to be recorded within the said Province.

I FURTHER CERTIFY THAT I have compared the signature of the said **NOTARY PUBLIC** subscribed to the attached Instrument with the specimen signature of the said **NOTARY PUBLIC** filed in this office and verily believe the said signature to be genuine; and THAT I have compared the impression of the Seal of the said **NOTARY PUBLIC** appearing on the attached Instrument with the specimen of the Seal filed in this office and verily believe the impression of the Seal to be genuine.



IN TESTIMONY WHEREOF I have hereunto set my Hand and affixed the Seal of the Ministry of Government and Consumer Services of the Province of Ontario at the City of Toronto in the said Province this fifth day of December, A.D. 2016.

for the MINISTER OF GOVERNMENT AND CONSUMER SERVICES



NO. DE ORDEN:	TOR/34/17
DERECHOS EN MONEDA LOCAL:	50.00
DERECHOS EN DÓLARES:	36.00

CONSULADO GENERAL DE MEXICO  
TORONTO, ONT., CANADA

SERVICIO EXTERIOR MEXICANO

EL(LA) SUSCRITO(A) DIEGO ESPINOSA LEON. CONSUL DE MEXICO EN TORONTO, ONTARIO, CANADÁ. CERTIFICA QUE EL(LA) FIRMA Y SELLO DE MINISTRY OF GOVERNMENT AND CONSUMER SERVICES PUESTO(A) EN EL (LA) DOCUMENTO ADJUNTO(A), EXPEDIDO(A) POR EL(LA) NOTARIO PUBLICO GEORGE ROY VONA, A FAVOR DE R MOLLENHAUER HOLDINGS I INC., COINCIDE CON EL QUE SE TIENE REGISTRADO(A) EN ESTA OFICINA.—

LUGAR	FECHA		
TORONTO, ONTARIO, CANADÁ	19	ENERO	2017

NOTA: ESTA LEGALIZACIÓN NO PREJUZGA DE LA VALIDEZ DEL CONTENIDO DEL DOCUMENTO ANEXO.

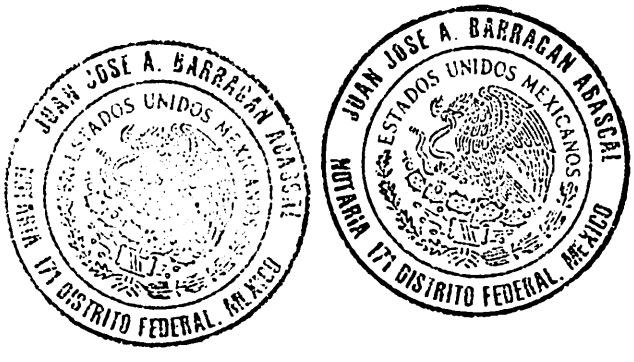
FIRMA DIGITAL:

Cargo: CONSUL | Firmante: DIEGO ESPINOSA LEON | Fecha: 2017-1-19 11:16:35 | No. Serie: 00001000000300334011 | Datos esta: mp7ados 6E502D591830EFE3CF3469F8CA2EAF0D909F199F | Cadena de firma: n1bwEWAvtAzfjuAAa3ba/dAUm+aitmaRdG+hvJTzIsWTrQKowFEwCLZWuUCzD3dUN/MYO'sQvDM552G TSv8Aa1WHTX3o8HU4EgHCwQBMLmMyr1B2IFroklNWWsXtk1wA1Ckx2DF2CXt15htSmGr5trw244Xct5k6B5

213900

SECRETARIA DE RELACIONES EXTERIORES

SECRETARIA DE RELACIONES EXTERIORES



**PODER ESPECIAL**

**SPECIAL POWER OF ATTORNEY**

En este día de 2 del mes de diciembre de 2016, en la provincia de Ontario, Canadá compareció el Sr. Mr. Mollenhauer personalmente ante el Notario Público mencionado más adelante y declaró lo siguiente para otorgar el presente Poder Especial:

On this 2<sup>nd</sup> day of December 2016, in the Province of Ontario, Canada, Mr. Mr. Mollenhauer personally appeared before the Notary Public mentioned below and declared the following to grant this Special Power of Attorney:

(a) Que R Mollenhauer Holdings I Inc. (la "Sociedad") es una sociedad debidamente constituida y existente de conformidad con las leyes de la provincia de Ontario, Canadá y además manifiesta que es representante legal de la Sociedad y que cuenta con todas las facultades y poderes necesarios para firmar este Poder Especial y a partir del otorgamiento de este instrumento, el mismo constituirá un acto legal, válido y exigible de la Sociedad.

(a) That R Mollenhauer Holdings I Inc., (the "Company") is duly organized, validly existing and in good standing company under the laws of the Province of Ontario, Canada and that he is the legal representative of the Company with full power and authority to execute this Special Power of Attorney and that upon its execution, it shall become the legal, valid and binding act of the Company.

(b) Que su representación es legitima de acuerdo con los registros, libros e instrumentos de la Sociedad que el poder otorgado en su favor por dicha Sociedad constituye una prueba directa y objetiva de la representación legal del suscriptor del presente poder.

(b) That his authority is legitimate in accordance with the records, books, instruments and documents of the Company and that the power of attorney granted to him by the Company constitutes direct and positive evidence of his legal capacity to grant this Special Power of Attorney.

(c) Que por medio de este instrumento, la Sociedad en esta acto confiere y otorga un poder especial, pero tan amplio como en derecho sea necesario, a favor de los señores Alejandro Faes Noriega y Robert Mollenhauer, para ejercerlo conjunta o separadamente, a efecto de que representen a la Sociedad y, de manera enunciativa y no limitativa, firmen en su nombre y representación cierto contrato de prenda sobre partes sociales celebrado entre la Sociedad y The Toronto-Dominion Bank ("Banco"), con el reconocimiento de CERTUS AUTOMOTIVE, S. DE R.L. DE C.V. (el "Contrato de Prenda sobre Partes Sociales") y protocolicen y/o ratifiquen el mismo ante Notario Público en los Estados Unidos Mexicanos, así como cualquier otro convenio o documento relacionado con dicho Contrato de Prenda sobre Partes Sociales y su inscripción en los registros públicos correspondientes.

(c) That by means of this instrument, the Company hereby grants a special power of attorney, as broad as permitted by law, to Messrs. Alejandro Faes Noriega and Robert Mollenhauer, to be exercised jointly or separately, and empowers them to represent the Company and without limitation, execute on its behalf certain contract to pledge partnership interests to be executed by and between the Company and The Toronto-Dominion Bank ("Bank"), with the acknowledgement of CERTUS AUTOMOTIVE, S. DE R.L. de C.V. (the "Partnership Interests Pledge Contract"), and to notarize or ratify the same before a Notary Public in the United Mexican States, and to sign any agreement, or document related to the matters described herein, as well as any and all agreements or documents related to such Partnership Interests Pledge Contract and their registration at the corresponding Public Registries.

En el ejercicio del Poder Especial que aquí se otorga, los apoderados gozarán de todas las facultades para pleitos y cobranzas, actos de administración y actos de dominio necesarios para la realización del objeto del presente Poder Especial, de acuerdo con los artículos 2553 y 2554 del Código Civil Federal y sus correlativos en los Códigos Civiles de los Estados de la República Mexicana, así como los relativos al artículo 9º de la Ley General de Títulos y Operaciones de Crédito, e incluyendo, entre otras, las facultades que de acuerdo con el Artículo 2587 de dicho Código Civil Federal y sus artículos correlativos del Código Civil para el Distrito Federal y de los Códigos

For the performance of the Special Power of Attorney hereby granted, the attorneys in fact will have all the necessary powers for suits and collections, acts of administration and ownership to achieve the purpose of this Special Power of Attorney pursuant to articles 2553 and 2554 of the Mexican Federal Civil Code, and their correlatives articles of the Civil Codes of several States of the United Mexican States, and those set forth in article 9 of the General Law of Negotiable Instruments and Credit Operations, which includes but is no limited to, all general and special power which require a special clause

artículos correlativos del Código Civil para el Distrito Federal y de los Código Civiles de las demás entidades federativas de México, requieran de cláusula especial.

to, all general and special power which require a special clause pursuant to the provisions of article 2587 of the Federal Civil Code, and the equivalent provisions of the Civil Code of the Federal District and the Civil Code for each of the States of the United Mexican States.


El presente poder se entenderá aceptado por el simple uso del mismo por parte del o de los apoderados que aquí se designan.

This power of attorney will be considered accepted by the simple use thereof by the attorney(s) in fact appointed herein.

La Sociedad en este acto ratifica y confirma todos y cada uno de los actos llevados a cabo por los apoderados en el ejercicio el presente Poder Especial.

The Company hereby ratifies and confirms each and every act performed by the attorneys in fact pursuant to this Special Power of Attorney.

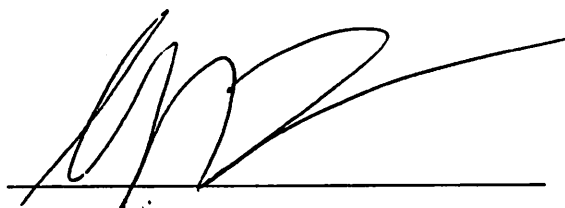
**R.MOLLENHAUER HOLDINGS I INC.**



Por / By: Robert Mollenhauer  
Cargo / Title: President

El anterior instrumento, fue firmado y ratificado ante mi por el Sr. Mollenhauer con el carácter arriba indicado, en este día 2 de diciembre de 2016. En fe de lo cual y para certificar lo anterior, plasmé mi firma y sello de Notario. Doy fe.

The foregoing instrument was executed, and acknowledged before me by Mr. Mollenhauer in the capacity herein stated, this 2 day of December of the year 2016. In witness of same, and to certify which, I sign and place my seal of Notary Public, Witnesseth.

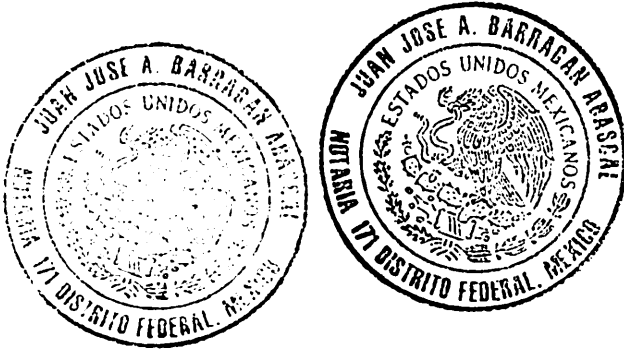


Notario Público Provincia de \_\_\_\_\_ / Notary Public Province of \_\_\_\_\_

Mi patente concluye el/My commission expires on \_\_\_\_\_

Sello/Seal:

*Ostario*  
*N/A*



Escudo del Gobierno de Ontario en parte superior central del documento  
**MINISTERIO DE GOBIERNO Y SERVICIOS AL CONSUMIDOR**

A large, stylized handwritten signature in black ink, appearing to read 'George Roy Vona'.

POR LA PRESENTE CERTIFICO LO SIGUIENTE:

**GEORGE ROY VONA**

De la Provincia de Ontario, cuyo nombre se encuentra suscrito al Instrumento adjunto, era, al momento de la suscripción un **NOTARIO PÚBLICO** en y para la Provincia de Ontario, Canadá, debidamente comisionado y autorizado por las leyes para la administración de juramentos, para tomar declaraciones y para certificar la escritura y cualquier otro instrumento que sea por escrito para ser registrado dentro de dicha Provincia.

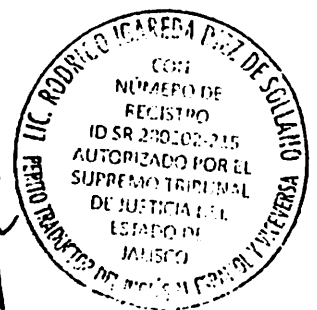
CERTIFICO ADEMÁS QUE HE comparado la firma del citado **NOTARIO PÚBLICO** suscrita al Instrumento adjunto con la muestra de la firma de dicho **NOTARIO PÚBLICO** presentado en esta oficina y creo verdaderamente que dicha firma es auténtica; y QUE HE comparado la impresión del sello de dicho **NOTARIO PÚBLICO** apareciendo en el Instrumento adjunto con la muestra del sello archivado en esta oficina y corroborado fielmente que la impresión del sello es genuina.

Sello en relieve sobre calcomanía en color rojo en parte inferior izquierda del documento del Ministerio de Gobierno y Servicios al Consumidor.

EN TESTIMONIO DE LO CUAL he puesto mi Mano y fijado mi sello oficial del Ministerio de Gobierno y Servicios al Consumidor de la Provincia de Ontario en la Ciudad de Toronto de dicha Provincia a los cinco días de diciembre de 2016.

Firma no legible en tinta negra

Para el **MINISTRO DE GOBIERNO Y SERVICIOS AL CONSUMIDOR**





PERMO INDUSTRIES INC.  
LIC. ROBERT  
CO.  
OF MAER  
REGIST  
IN SA 2002  
AUGUST 2002  
SUPPORTING IN  
DO NOT  
EST. CO.  
MUSC.





33285  
33287



El suscrito, Rodrigo Igareda Diez de Sollano, Abogado y Perito Traductor Autorizados por el Supremo Tribunal de Justicia del Estado de Jalisco, México, con registro número IDSR 280202-215.

**CERTIFICO:**

Que la que antecede es una traducción fiel y correcta del inglés al español de los documentos originales cuya copia se anexa a la misma.

La presente traducción consta de 2 (dos) fojas, mismas que incluyen la presente certificación.

Guadalajara, Jalisco, México 7 de diciembre de 2016.

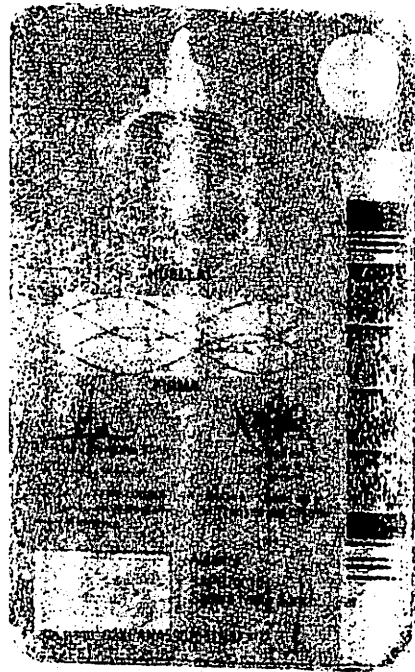
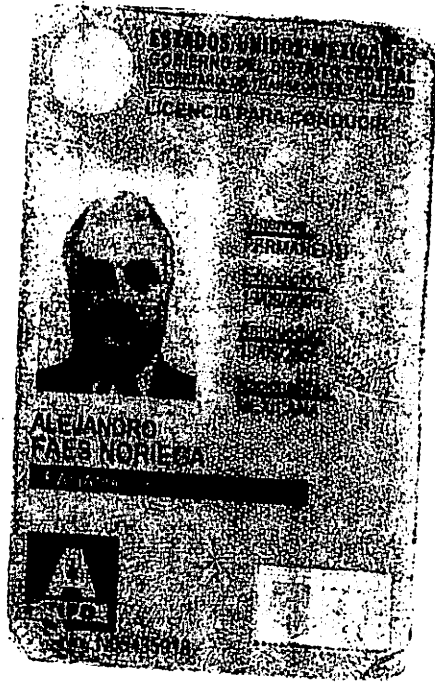




33285

C

A large, handwritten scribble or signature that appears to be a stylized letter 'J' or a similar character, extending vertically across the right side of the page.





**JUAN JOSE BARRAGAN ABASCAL**  
**Notario 171 del D.F.**

**N171**  
**Notaría**



NR-----LIBRO QUINIENTOS SEIS-----506

JEN----- INSTRUMENTO TREINTA Y TRES MIL DOSCIENTOS OCHENTA Y SEIS ----- 33,286

— En la CIUDAD DE MEXICO, el día nueve de febrero del dos mil diecisiete, yo, el Licenciado **JUAN JOSE A. BARRAGAN ABASCAL**, titular de la Notaría número **CIENTO SETENTA Y UNO** de esta Capital, hago constar **LA PROTOCOLIZACIÓN** del **PODER ESPECIAL** otorgado en el extranjero por la sociedad extranjera denominada **"THE TORONTO-DOMINION BANK"**, para que surta efectos en la República Mexicana a solicitud del señor **CARLOS OMAR MURILLO NAVARRO**, en su carácter de **Apoderado Especial** de la anterior; -----

— Lo anterior de conformidad con el antecedente y cláusulas siguientes: -----

----- **ANTECEDENTE** -----

— **UNICO.**- El compareciente me exhibe en este acto un documento que consta de cinco páginas útiles, en tamaño carta, redactado en idioma español e inglés, que contiene el **PODER ESPECIAL**, otorgado por la sociedad extranjera denominada **"THE TORONTO-DOMINION BANK"** en la Provincia de Ontario, Canadá, con fecha trece de diciembre del dos mil dieciséis, ante Allan John Ritchie, Notario Público de dicho lugar, en el que aparece la correspondiente certificación suscrita por el Ministro de Gobierno y Servicios al Consumidor, que certifica la firma del Notario y la Legalización suscrita por el señor **DIEGO ESPINOSA LEON**, Cónsul de México en Toronto, Ontario, Canadá, que certifica la firma del Ministro de Gobierno y Servicios al Consumidor. -----

— Dicho documento en unión de su certificación y Legalización y su correspondiente traducción al idioma español, realizada por Perito Traductor Autorizado por el Supremo Tribunal de Justicia del Estado de Jalisco, se agrega al apéndice de este instrumento marcado con la letra **"A"** de conformidad con lo dispuesto por el artículo ciento treinta y seis y demás relativos de la Ley del Notariado para el Distrito Federal, mismo que aparecerá reproducido en los testimonios que de la presente se expidan. -----

----- **CLÁUSULAS** -----

— **PRIMERA.**- El compareciente, solicita se protocolice y en este acto se **PROTOCOLIZA** el **DOCUMENTO** que contiene el **PODER ESPECIAL** otorgado por la sociedad extranjera denominada **"THE TORONTO-DOMINION BANK"** en favor de los señores **CARLOS OMAR MURILLO NAVARRO, RODRIGO IGAREDA DIEZ DE SOLLANO, MANUEL RODRIGUEZ DIAZ, ALFREDO GUSTAVO SERVIN PADILLA** y **JONATHAN GONZALEZ ACOSTA** en la Provincia de Ontario, Canadá, con fecha trece de diciembre del dos mil dieciséis, y que ha quedado relacionado en el antecedente único del presente instrumento. -----

— **SEGUNDA.**- En consecuencia, **SURTE PLENOS EFECTOS LEGALES** en los Estados Unidos Mexicanos, el **PODER ESPECIAL**, que consta en el documento que ha quedado protocolizado de acuerdo con la cláusula anterior, de conformidad con lo dispuesto por los artículos ciento treinta y nueve, ciento cuarenta y demás relativos de la Ley del Notariado para el Distrito Federal, con la suma de facultades descritas en dicho documento. -----

----- **PERSONALIDAD** -----

— El señor **CARLOS OMAR MURILLO NAVARRO**, acredita su carácter de **Apoderado Especial** de la Sociedad Extranjera denominada **"THE TORONTO-DOMINION BANK"** y las facultades con las que actúa, con el poder que se ha dejado protocolizado en el presente instrumento, manifestando que la personalidad con la que comparece, conserva íntegro su vigor y que no le ha sido revocada, ni en forma alguna modificada y que su representada tiene capacidad para la celebración de este acto. -----

----- **GENERALES** -----

— Bajo protesta de decir verdad, el compareciente por sus generales declaró ser mexicano por nacimiento, originario de Tijuana, Baja California, donde nació el día nueve de octubre de mil novecientos setenta y seis, casado, abogado, con domicilio en Boulevard Puerta de Hierro número cinco mil doscientos diez, piso uno, Código Postal cuarenta y cinco mil ciento diez, Zapopan, Estado de Jalisco, de paso por esta ciudad para la firma del presente instrumento y se identifica con el documento que tuve a la vista en original y que agrego en copia al apéndice de este instrumento marcado con la letra **"B"**. -----

— **YO, EL NOTARIO, HAGO CONSTAR BAJO MI FE:** -----

- I.- Que me identifiqué plenamente como Notario ante el compareciente. \_\_\_\_\_
- II.- Que lo relacionado e inserto concuerda fielmente con los documentos a que me remito y he tenido a la vista. \_\_\_\_\_
- III.- Que al compareciente le hice las advertencias de las penas en que incurren los que declaran con falsedad ante Notario y de que sus declaraciones se consideran hechas bajo protesta de decir verdad. —
- IV.- Que me aseguré de la identidad del compareciente como consta en generales y que tiene a mi juicio capacidad. \_\_\_\_\_
- V.- Que informé y expliqué el contenido de la Ley Federal de Protección de Datos Personales en Posesión de los Particulares y sus alcances procediendo a darle el aviso de privacidad de los datos proporcionados. \_\_\_\_\_
- VI.- Que el compareciente, mediante la firma del presente instrumento, autoriza de forma expresa al suscrito Notario para el uso, almacenamiento y divulgación de sus datos personales, con la finalidad de que se presenten los avisos y se cumpla con las obligaciones que conforme a la propia Ley del Notariado para el Distrito Federal y las demás disposiciones legales aplicables, imponen a los Notarios Públicos, en relación con el acto que en el presente instrumento se otorga. \_\_\_\_\_
- VII.- Que le fue leído al compareciente este instrumento y le hice saber el derecho que tiene de leerlo personalmente y de que les sea explicado, por lo que lo ilustré claramente acerca de su contenido, valor y consecuencias legales respondiendo a sus cuestionamientos. \_\_\_\_\_
- VIII.- Que todas las notas complementarias que en su caso sea necesario asentar, se agregarán al apéndice del presente instrumento. \_\_\_\_\_
- IX.- Que el compareciente manifestó su comprensión plena firmando de conformidad el día que se indica en su firma en unión del suscrito Notario y **AUTORIZO DEFINITIVAMENTE ESTE INSTRUMENTO.- DOY FE.** \_\_\_\_\_

— FIRMA DEL SEÑOR CARLOS OMAR MURILLO NAVARRO.- EL DIA DE SU FECHA. \_\_\_\_\_

— FIRMA DEL NOTARIO.- EL SELLO DE AUTORIZAR. \_\_\_\_\_

**DOCUMENTOS DEL APENDICE.** \_\_\_\_\_

— LETRA "A".- DOCUMENTO QUE SE PROTOCOLIZA. \_\_\_\_\_

— LETRA "B".- IDENTIFICACIÓN. \_\_\_\_\_

**INSERCION.** \_\_\_\_\_

— ARTICULO DOS MIL QUINIENTOS CINCUENTA Y CUATRO DEL CODIGO CIVIL PARA EL DISTRITO FEDERAL. \_\_\_\_\_

— "En todos los poderes generales para pleitos y cobranzas, bastará que se diga que se otorga con todas las facultades generales y las especiales que requieran cláusula especial conforme a la ley, para que se entiendan conferidos sin limitación alguna. \_\_\_\_\_

— En los poderes generales para administrar bienes, bastará expresar que se dan con ese carácter, para que el apoderado tenga toda clase de facultades administrativas. \_\_\_\_\_

— En los poderes generales, para ejercer actos de dominio, bastará que se den con ese carácter para que el apoderado tenga todas las facultades de dueño, tanto en lo relativo a los bienes, como para hacer toda clase de gestiones a fin de defenderlos. \_\_\_\_\_

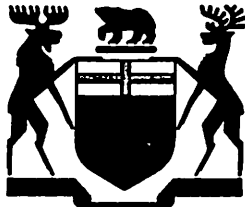
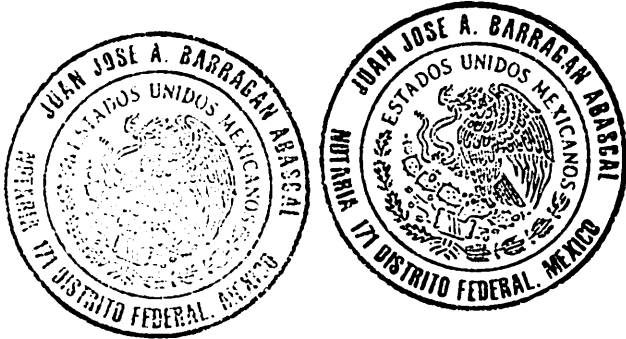
— Cuando se quisieren limitar, en los tres casos antes mencionados las facultades de los apoderados, se consignarán las limitaciones o los poderes serán especiales. \_\_\_\_\_

— Los notarios insertarán este artículo en los testimonios de los poderes que otorguen." \_\_\_\_\_

— **YO, EL LICENCIADO JUAN JOSE A. BARRAGAN ABASCAL, TITULAR DE LA NOTARIA NUMERO CIENTO SETENTA Y UNO DE ESTA CAPITAL.- EXPIDO ESTE PRIMER TESTIMONIO EN SU ORDEN, QUE SE SACA DEL PROTOCOLO DE LA NOTARIA A MI CARGO, EN DOS PAGINAS ÚTILES, SELLADAS Y RUBRICADAS POR MI.- ESTA COTEJADO E IMPRESO EN TINTA FIJA, DENTRO DE LAS QUE SE INCLUYEN, EN SU CASO, COPIAS DE LOS DOCUMENTOS QUE OBRAN EN SU APÉNDICE Y QUE POR LEY DEBAN REPRODUCIRSE.- SE EXPIDE PARA LOS SEÑORES CARLOS OMAR MURILLO NAVARRO, RODRIGO IGAREDA DIEZ DE SOLLANO, MANUEL RODRIGUEZ DIAZ, ALFREDO GUSTAVO SERVIN PADILLA Y JONATHAN GONZALEZ ACOSTA, A TITULO DE CONSTANCIA.- CIUDAD DE MEXICO, A NUEVE DE FEBRERO DE DOS MIL DIECISIETE.- DOY FE.**

JJB/JB/areaproto





Ontario

MINISTRY OF GOVERNMENT AND CONSUMER SERVICES

I HEREBY CERTIFY AS FOLLOWS:

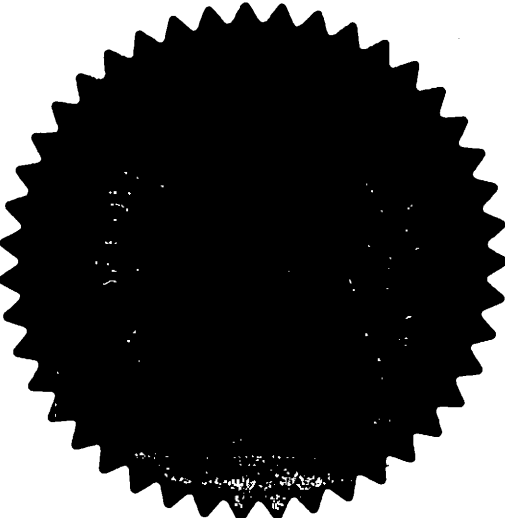
**ALLAN JOHN RITCHIE**

of the Province of Ontario, whose name is subscribed to the attached Instrument, was, at the time of subscribing thereto, a **NOTARY PUBLIC** in and for the Province of Ontario, Canada, duly commissioned and duly authorized by the laws thereof to administer oaths, to take affidavits and to certify the proof of deeds and other instruments in writing to be recorded within the said Province.

I FURTHER CERTIFY THAT I have compared the signature of the said **NOTARY PUBLIC** subscribed to the attached Instrument with the specimen signature of the said **NOTARY PUBLIC** filed in this office and verily believe the said signature to be genuine; and THAT I have compared the impression of the Seal of the said **NOTARY PUBLIC** appearing on the attached Instrument with the specimen of the Seal filed in this office and verily believe the impression of the Seal to be genuine.

IN TESTIMONY WHEREOF I have hereunto set my Hand and affixed the Seal of the Ministry of Government and Consumer Services of the Province of Ontario at the City of Toronto in the said Province this thirteenth day of December, A.D. 2016.

for the MINISTER OF GOVERNMENT AND CONSUMER SERVICES





NO. DE ORDEN:	TOR/1355/16
DERECHOS EN MONEDA LOCAL:	50.00
DERECHOS EN DÓLARES:	36.00

CONSULADO GENERAL DE MÉXICO  
TORONTO, ONT., CANADA

SERVICIO EXTERIOR MEXICANO

EL(LA) SUSCRITO(A) DIEGO ESPINOSA LEON, CONSUL DE MÉXICO EN TORONTO, ONTARIO, CANADÁ, CERTIFICA QUE EL(LA) FIRMA Y SELLO DE MINISTRY OF GOVERNMENT AND CONSUMER SERVICES PUESTO(A) EN EL (LA) DOCUMENTO ADJUNTO(A), EXPEDIDO(A) POR EL(LA) NOTARIO PUBLICO ALLAN JOHN RITCHIE, A FAVOR DE THE TORONTO-DOMINION BANK, COINCIDE CON EL QUE SE TIENE REGISTRADO(A) EN ESTA OFICINA.—

LUGAR	FECHA
TORONTO, ONTARIO, CANADÁ	13 DICIEMBRE 2016

NOTA: ESTA LEGALIZACIÓN NO PREJUZGA DE LA VALIDEZ DEL CONTENIDO DEL DOCUMENTO ANEXO.

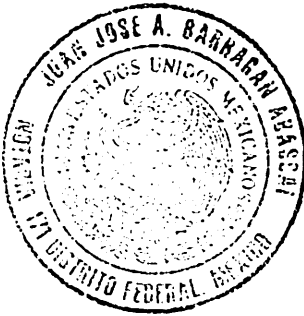
FIRMA DIGITAL:  
Cargo: CONSUL | Firmante: DIEGO ESPINOSA LEON | Fecha: 2016-12-13 11:29:49 | No. Serie: 00001000003300334011 | Datos estampados: 72DC1C28732D70AD8024A52AF83FF8841892C6CD | Cadena de firma: rEgprXoMwvm0x5CP0pTt3otUXeGgBMRx3QeXdBnkYFgNT5mtaU6mBoc7D/scsxRZFFIsR9LcBdwYzZrRCB HEPs dUxl1KxGw5F5fvcXSJA90+9z+IOFOo3fH43RkKQZ+69RQKz2k4Bf: BfHzZdHbrgYCCsT:s43ach4YScerl0=

213814

SRE

SRE

SRE

**PODER ESPECIAL**

En este día de 13 del mes de diciembre de 2016, en la Provincia de Ontario, Canadá, compareció el Sr. Daniel Anderson personalmente ante el Notario Público mencionado más adelante y declaró lo siguiente para otorgar el presente Poder:

(a) Que **The Toronto-Dominion Bank** (el "**Banco**") es una sociedad debidamente constituida y existente de conformidad con las leyes de la Canadá, y además manifiesta que es representante legal del Banco y que cuenta con todas las facultades y poderes necesarios para firmar este Poder Especial y a partir del otorgamiento de este instrumento, el mismo constituirá un acto legal, válido y exigible del Banco.

(b) Que su representación es legítima de acuerdo con los registros, libros e instrumentos del Banco que el poder otorgado en su favor por dicho Banco constituye una prueba directa y objetiva de la representación legal del suscriptor del presente poder.

(c) Que por medio de este instrumento, el Banco en esta acto confiere y otorga un poder especial, pero tan amplio como en derecho sea necesario, a favor de los señores **Carlos Omar Murillo Navarro, Rodrigo Igareda Diez de Sollano, Manuel Rodríguez Díaz, Alfredo Gustavo Servín Padilla y Jonathan González Acosta**, para ejercerlo conjunta o separadamente, a efecto de que representen al Banco y, de manera enunciativa y no limitativa, firmen en su nombre y representación cierto contrato de prenda sobre partes sociales celebrado entre el Banco y **CERTUS AUTOMOTIVE INC.**, así como cierto contrato de prenda sobre partes sociales celebrado entre el Banco y **R MOLLENHAUER HOLDINGS I INC.**, ambos de manera particular con el reconocimiento de **CERTUS AUTOMOTIVE, S. DE R.L. DE C.V.** (los "**Contratos de Prenda sobre Partes Sociales**") y protocolicen y/o ratifiquen el mismo ante Notario Público en los Estados Unidos Mexicanos, así como cualquier otro convenio o documento relacionado con dichos Contratos de Prenda sobre Partes Sociales y su inscripción en los registros públicos correspondientes.

En el ejercicio del Poder Especial que aquí se otorga, los apoderados gozarán de todas las facultades para pleitos y cobranzas, actos de administración y actos de dominio necesarios para la realización del objeto del presente Poder Especial, de acuerdo con los artículos 2553 y 2554 del Código Civil Federal y sus correlativos en los Códigos Civiles de los Estados de la República Mexicana, así como los relativos al artículo 9º de la Ley General de Títulos y Operaciones de Crédito, e incluyendo, entre otras, las facultades que de acuerdo con el Artículo 2587 de dicho Código Civil Federal y sus artículos correlativos del Código Civil para el Distrito Federal y de los Códigos Civiles de las demás entidades federativas de México, requieran de cláusula especial.

**SPECIAL POWER OF ATTORNEY**

On this 13<sup>th</sup> day of December 2016, in the Province of Ontario, of Canada, Mr. Daniel Anderson personally appeared before the Notary Public mentioned below and declared the following to grant this Special Power of Attorney:

(a) That **The Toronto-Dominion Bank** (the "**Bank**") is duly organized, validly existing and in good standing under the laws of Canada and that he is the legal representative of the Bank with full power and authority to execute this Special Power of Attorney and that upon its execution, it shall become the legal, valid and binding act of the Bank.

(b) That his authority is legitimate in accordance with the records, books, instruments and documents of the Bank and that the power of attorney granted to him by the Bank constitutes direct and positive evidence of his legal capacity to grant this Special Power of Attorney.

(c) That by means of this instrument, the Bank hereby grants a special power of attorney, as broad as permitted by law, to Messrs. **Carlos Omar Murillo Navarro, Rodrigo Igareda Diez de Sollano, Manuel Rodríguez Díaz, Alfredo Gustavo Servín Padilla and Jonathan González Acosta**, to be exercised jointly or separately, and empowers them to represent the Bank and without limitation, execute on its behalf certain contract to pledge partnership interests to be executed by and between the Bank and **CERTUS AUTOMOTIVE INC.**, as well as certain contract to pledge partnership interests to be executed with **R MOLLENHAUER HOLDINGS I INC.**, both with the acknowledgement of **CERTUS AUTOMOTIVE, S. DE R.L. DE C.V.** (the "**Partnership Interests Pledge Contracts**"), and to notarize or ratify the same before a Notary Public in the United Mexican States, and to sign any agreement, or document related to the matters described herein, as well as any and all agreements or documents related to such Partnership Interests Pledge Contracts and their registration at the corresponding Public Registries.

For the performance of the Special Power of Attorney hereby granted, the attorneys in fact will have all the necessary powers for lawsuits and collections, acts of administration and ownership to achieve the purpose of this Special Power of Attorney pursuant to articles 2553 and 2554 of the Mexican Federal Civil Code, and their correlatives articles of the Civil Codes of several States of the United Mexican States, and those set forth in article 9 of the General Law of Negotiable Instruments and Credit Transactions, which includes but is not limited to, all general and special power which require a special clause pursuant to the provisions of article 2587 of the Federal Civil Code, and the equivalent provisions

of the Civil Code of the Federal District and the Civil Code for each of the States of the United Mexican States.

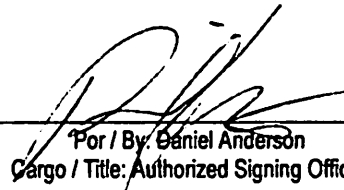
El presente poder se entenderá aceptado por el simple uso del mismo por parte del o de los apoderados que aquí se designan.

This power of attorney will be considered accepted by the simple use thereof by the attorney(s) in fact appointed herein.

El Banco en este acto ratifica y confirma todos y cada uno de los actos llevados a cabo por los apoderados en el ejercicio el presente Poder Especial.


The Bank hereby ratifies and confirms each act performed by the attorneys in fact pursuant to this Special Power of Attorney.

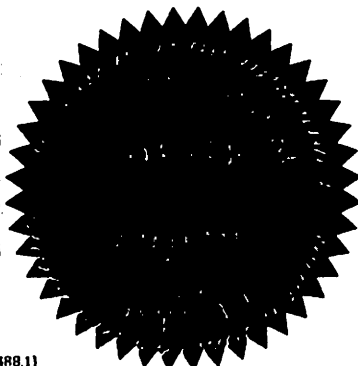
**THE TORONTO-DOMINION BANK**

  
\_\_\_\_\_  
Por / By: Daniel Anderson  
Cargo / Title: Authorized Signing Officer

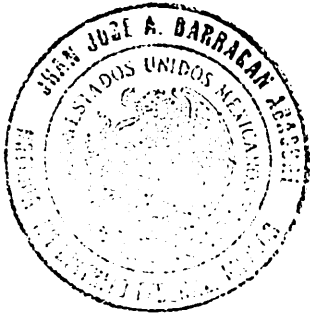
El anterior instrumento, fue firmado y ratificado ante mi por el Sr. Daniel Anderson con el carácter arriba indicado, en este día 13 de diciembre de 2016. En fe de lo cual y para certificar lo anterior, plasmé mi firma y sello de Notario. Doy fe.

The foregoing instrument was executed, and acknowledged before me by Mr. Daniel Anderson in the capacity herein stated, this 13 day of December of the year 2016. In witness of same, and to certify which, I sign and place my seal of Notary Public, Witnesseth.

  
\_\_\_\_\_  
Allan John Ritchie  
Notario Público de la Provincia de Ontario / Notary Public State of the Province Ontario  
Mi patente concluye el/My commission is perpetual and does not expire  
Sello/Seal:







Escudo del Gobierno de Ontario en parte superior central del documento  
**MINISTERIO DE GOBIERNO Y SERVICIOS AL CONSUMIDOR**

**POR LA PRESENTE CERTIFICO LO SIGUIENTE:**

**ALLAN JOHN RITCHIE**

De la Provincia de Ontario, cuyo nombre se encuentra suscrito al Instrumento adjunto, era, al momento de la suscripción un **NOTARIO PÚBLICO** en y para la Provincia de Ontario, Canadá, debidamente comisionado y autorizado por las leyes para la administración de juramentos, para tomar declaraciones y para certificar la escritura y cualquier otro instrumento que sea por escrito para ser registrado dentro de dicha Provincia.

**CERTIFICO ADEMÁS QUE HE comparado la firma del citado NOTARIO PÚBLICO suscrita al Instrumento adjunto con la muestra de la firma de dicho NOTARIO PÚBLICO presentado en esta oficina y creo verdaderamente que dicha firma es auténtica; y QUE HE comparado la impresión del sello de dicho NOTARIO PÚBLICO apareciendo en el Instrumento adjunto con la muestra del sello archivado en esta oficina y corroborado fielmente que la impresión del sello es genuina.**

Sello en relieve sobre calcomanía en color rojo en parte inferior izquierda del documento del Ministerio de Gobierno y Servicios al Consumidor.

EN TESTIMONIO DE LO CUAL he puesto mi Mano y fijado mi sello oficial del Ministerio de Gobierno y Servicios al Consumidor de la Provincia de Ontario en la Ciudad de Toronto de dicha Provincia a los cinco días de diciembre de 2016.

Firma no legible en tinta negra

Para el **MINISTRO DE GOBIERNO Y SERVICIOS AL CONSUMIDOR**



LIC. RODRIGO ARELLANO  
CO  
NÚMERO  
REGISTRO  
ID SR 280  
AUTORIZADO  
SUPREMO I  
DE JUSTICIA  
ESTADO  
JALISCO



33286



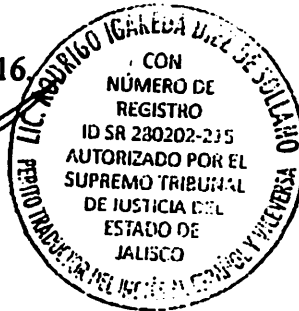
El suscrito, Rodrigo Igareda Diez de Sollano, Abogado y Perito Traductor Autorizados por el Supremo Tribunal de Justicia del Estado de Jalisco, México, con registro número IDSR 280202-215.

**CERTIFICO:**

Que la que antecede es una traducción fiel y correcta del inglés al español de los documentos originales cuya copia se anexa a la misma.

La presente traducción consta de 2 (dos) fojas, mismas que incluyen la presente certificación.

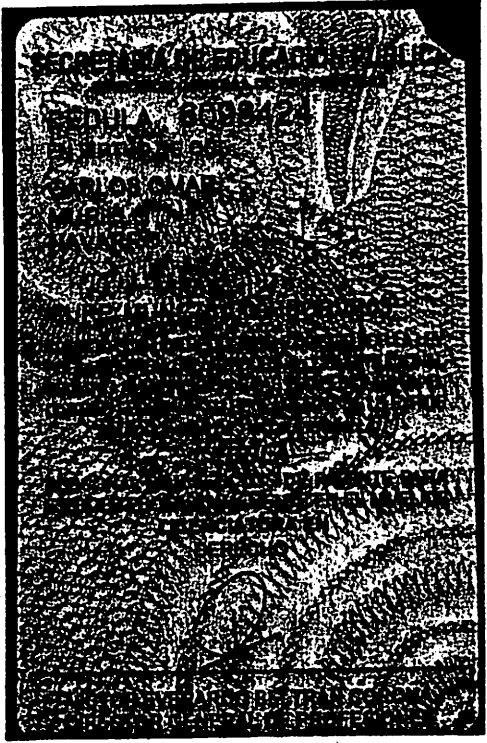
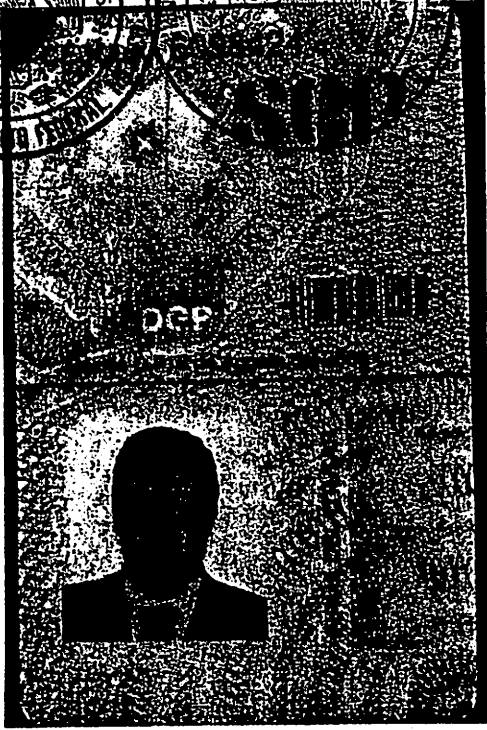
Guadalajara, Jalisco, México 16 de diciembre de 2016.



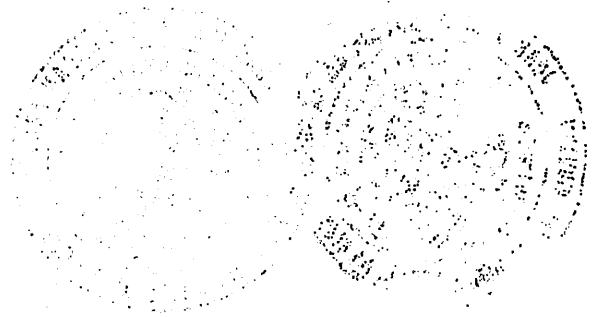
RECEIVED



33286  
B  
33287



A large, stylized handwritten signature or scribble, consisting of several overlapping loops and lines.

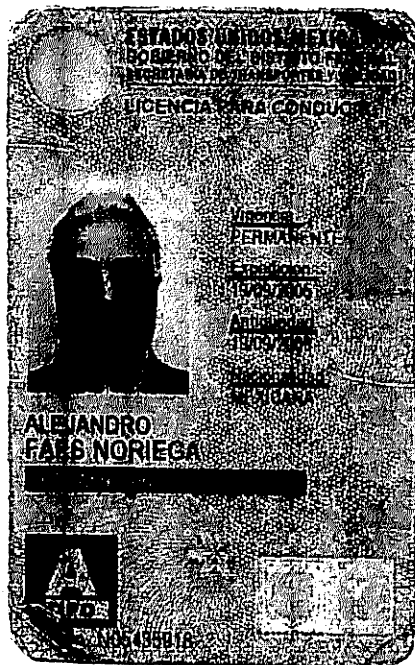


UNRECORDED COPY



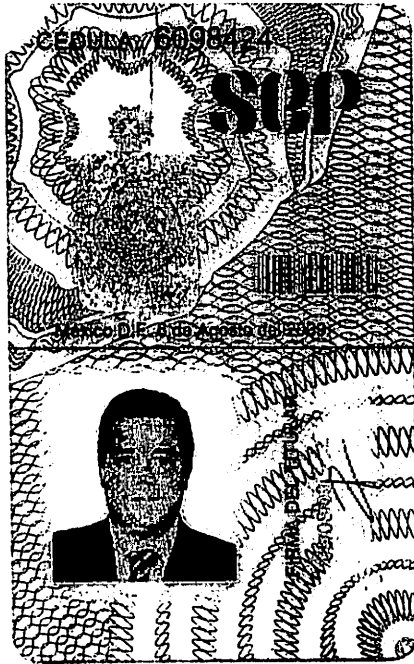
33287

D



A large, handwritten signature or scribble in black ink, consisting of a long vertical line with a loop at the top and bottom.









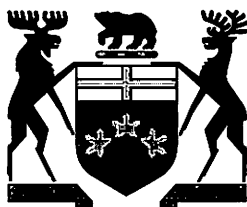
**--- EL RECONOCIMIENTO DE FIRMA DE UN CONTRATO DE PRENDA SIN TRANSMISIÓN DE POSESIÓN QUE CELEBRAN POR UNA PARTE CERTUS AUTOMOTIVE, INC, COMO "DEUDOR PRENDARIO" Y THE TORONTO-DOMINION BANK COMO "ACREEDOR PRENDARIO".-----**

<b>INSTRUMENTO:</b>	<b>82,899</b>
<b>LIBRO:</b>	<b>2,043</b>
<b>FECHA:</b>	<b>17 DE ABRIL DE 2018</b>

**NOTARÍA UNO**

---

**PEDREGAL 24, INT. 802-B (TORRE VIRREYES), MOLINO DEL REY C.P. 11040 CIUDAD DE MEXICO**  
**T 5202 8833 F 6819 4073**  
**info@notariouno.com.mx**



Ontario

MINISTRY OF GOVERNMENT AND CONSUMER SERVICES

I HEREBY CERTIFY AS FOLLOWS:

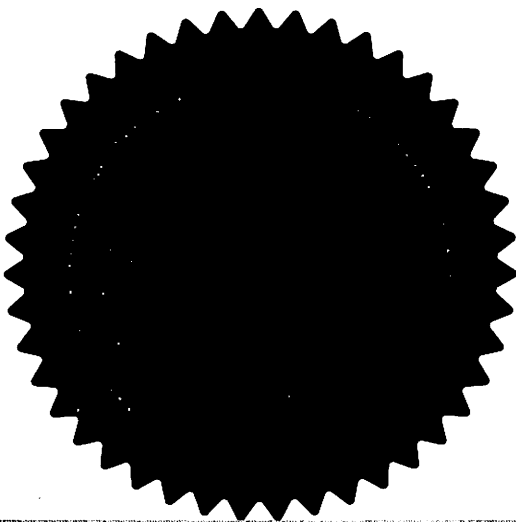
**GEORGE ROY VONA**

of the Province of Ontario, whose name is subscribed to the attached Instrument, was, at the time of subscribing thereto, a **NOTARY PUBLIC** in and for the Province of Ontario, Canada, duly commissioned and duly authorized by the laws thereof to administer oaths, to take affidavits and to certify the proof of deeds and other instruments in writing to be recorded within the said Province.

I FURTHER CERTIFY THAT I have compared the signature of the said **NOTARY PUBLIC** subscribed to the attached Instrument with the specimen signature of the said **NOTARY PUBLIC** filed in this office and verily believe the said signature to be genuine; and THAT I have compared the impression of the Seal of the said **NOTARY PUBLIC** appearing on the attached Instrument with the specimen of the Seal filed in this office and verily believe the impression of the Seal to be genuine.

IN TESTIMONY WHEREOF I have hereunto set my Hand and affixed the Seal of the Ministry of Government and Consumer Services of the Province of Ontario at the City of Toronto in the said Province this twenty-third day of March, A.D. 2018.

for the MINISTER OF GOVERNMENT AND CONSUMER SERVICES



NO. DE ORDEN	TOR/310/18
DERECHOS EN MONEDA LOCAL	48.00
DERECHOS EN DÓLARES	36.00

F183

SELO  
CONSULADO GENERAL DE MEXICO  
TORONTO, ONT., CANADA

SERVICIO EXTERIOR MEXICANO

EL(LA) SUSCRITO(A) DIEGO ESPINOSA LEON, CONSUL DE MEXICO EN TORONTO, ONTARIO, CANADA, CERTIFICA QUE EL(LA) FIRMA Y SELLO DE MINISTRY OF GOVERNMENT AND CONSUMER SERVICES PUESTO(A) EN EL (LA) DOCUMENTO ADJUNTO(A), EXPEDIDO(A) POR EL(LA) NOTARIO PUBLICO GEORGE ROY VONA, A FAVOR DE CERTUS AUTOMOTIVE, INC. Y THE TORONTO DOMINION BANK COINCIDE CON EL QUE SE TIENE REGISTRADO (A) EN ESTA OFICINA.

LUGAR	FECHA
TORONTO, ONTARIO, CANADA	23 MARZO 2018

NOTA: ESTA LEGALIZACION NO PREJUZGA DE LA VALIDEZ DEL CONTENIDO DEL DOCUMENTO ANEXO

- ) To all whom these Presents
- ) may come, be seen or be known

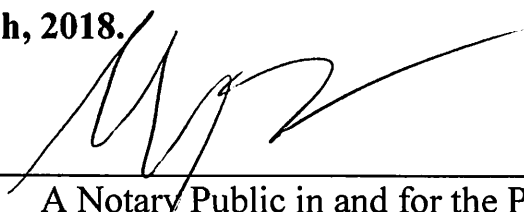
I, **GEORGE ROY VONA**  
 a Notary Public, in and for the Province of Ontario, Canada by Royal  
 Authority duly appointed, residing at the City of Toronto, in the said  
 Province,

**Do Certify and Attest**

- 1) That I was personally present on the 15<sup>th</sup> day of March 2018, and did see **Robert Mollenhauer**, the person named in the paper-writing hereto annexed, duly execute, sign, seal and deliver the said paper-writing as her act and deed, for the purpose therein mentioned, and that the name **Robert Mollenhauer**, thereto set and subscribed **Robert Mollenhauer** as the party executing it, is of the proper handwriting of the said **Robert Mollenhauer**, the person therein named, and that the name, George Roy Vona is of the proper handwriting of me, this deponent, and that the said **Robert Mollenhauer** is personally known to me

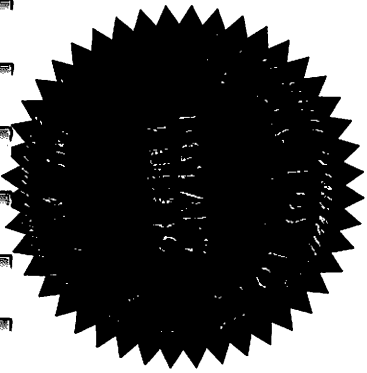
In Testimony Whereof I have hereto subscribed my name and affixed my Notarial Seal of Office at the City of Toronto, Canada.

this 15<sup>th</sup> day of March, 2018.




---

A Notary Public in and for the Province of Ontario



**CONTRATO DE PRENDA SIN  
TRANSMISION DE POSESION**

**NON-POSSESSORY PLEDGE AGREEMENT  
OVER ASSETS**

**QUE CELEBRAN**

**BETWEEN**

**CERTUS AUTOMOTIVE, INC.**

**CERTUS AUTOMOTIVE, INC.**

**(“Deudor Prendario”)**

**(“Pledgor”)**

**Y,**

**AND**

**THE TORONTO DOMINION BANK**

**THE TORONTO DOMINION BANK**

**(“Acreeador Prendario”)**

**(“Pledgee”)**

Contrato de Prenda sin Transmisión de Posesión (el “Contrato”) que, con fecha 15 de marzo de 2018, celebran:

This Non-Possessory Pledge Agreement over Assets is entered into on this 15<sup>th</sup> of March of 2018 (the “Agreement”), by and among:

(i) CERTUS Automotive, Inc., una sociedad debidamente constituida y existente de conformidad con las leyes de Canadá, como garante y deudor prendario (a quien se le denominará como el “Deudor Prendario”), quien comparece a este contrato representada por Robert Mollenhauer; y

(i) CERTUS Automotive, Inc., a Canadian corporation, as guarantor and Pledgor (referred to as the “Pledgor”), who appears represented by Robert Mollenhauer; and

(ii) The Toronto-Dominion Bank, una sociedad constituida bajo las leyes de Canadá, como acreedor prendario (a quien en adelante se le denominará como el “Acreeador Prendario”), quien comparece a este contrato representada por Carlos Omar Murillo Navarro.

(ii) The Toronto-Dominion Bank, a Canadian corporation, as Pledgee (referred to as the “Pledgee”) who appears represented by Carlos Omar Murillo Navarro.

**ANTECEDENTES**

**BACKGROUND**

1. El Deudor Prendario, es una empresa domiciliada en Toronto, Canadá, sin embargo tiene una empresa subsidiaria en la ciudad de Querétaro,

1. The Pledgor is a company with address in Toronto, Canada, however, has a subsidiary in the city of Querétaro,

ESTA PAGINA FORMA PARTE DE LA CERTIFICACIÓN  
DEL ACTA No. 82899



Querétaro, México, y esa subsidiaria, por ser una empresa IMMEX, tiene dentro de sus instalaciones, cierta maquinaria y equipo que es de su propiedad. Tiene como objeto social preponderante, establecer, operar y realizar o llevar a cabo, toda clase de actividades industriales y comerciales, relacionadas con el desarrollo, diseño, manufactura, mercadeo, distribución y venta de todo tipo de material o componente electro plateados para la industria automotriz, principalmente ensamblajes y sub ensamblajes para el mercado automotriz, tanto para el mercado doméstico como para exportación.

Querétaro, México, and such subsidiary, for being an IMMEX company, owns some machinery and equipment inside its facilities. Has as main corporate purpose to establish, operate and perform any kind of industrial and commercial activities, related to the development, design, manufacture, marketing, distribution and sale of all type of material and silver electro components for the automotive industry, mainly assemblies and sub-assemblies for the automotive marketing, such as domestic and for export.

2. El Deudor Prendario, y el Acreedor Prendario celebraron cierto contrato de crédito (el "Contrato de Crédito") de fecha 21 de septiembre 2016, y que de conformidad con lo establecido en el Contrato de Crédito, el Deudor Prendario conviene en garantizar el cumplimiento puntual y total de todas sus obligaciones bajo dicho Contrato de Crédito a través de la constitución de una prenda sin transmisión de posesión sobre la totalidad de los activos del Deudor Prendario utilizados en el desarrollo de sus actividades en México, conforme a los términos del Título II, Capítulo IV, Sección Séptima de la Ley General de Títulos y Operaciones de Crédito. Una copia firmada del Contrato de Crédito se adjunta al presente como Anexo "A" y forma parte integral del mismo.

2. The Pledgor, and the Pledgee entered into a loan agreement (the "Loan Agreement") on September 21<sup>st</sup>, 2016, and in accordance with such Loan Agreement, the Pledgor agrees to ensure punctual and full compliance of all its obligations under the Loan Agreement, through the constitution of a non-possessory pledge over the totality of assets of the Pledgor employed on the development of its activities in Mexico, in accordance with Title II, Chapter IV, Section seventh of the General Law of Credit Instruments and Transactions. A signed copy of the Loan Agreement is attached to this document as Appendix "A".

R

EN VIRTUD DE LO ANTERIOR, las Partes convienen en otorgar las siguientes:

THEREFORE, the parties agree on the following:

A

CLÁUSULAS

CLAUSES

**Cláusula 1. Definiciones.** Para efectos de este Contrato, los siguientes términos tendrán el significado que se les atribuye a continuación:

**FIRST. Definitions.** For the purposes of this agreement, the following terms shall have the meaning attributed to them below:

ESTA PAGINA FORMA PARTE DE LA CERTIFICACIÓN  
DEL ACTA No. 82899





“Acreedor Prendario” tendrá el significado que a dicho término se atribuye en el proemio de este Contrato.

“Bienes Pignorados” tendrá el significado que a dicho término se atribuye en el primer párrafo de la Cláusula 2.1 del presente Contrato.

“Contrato” significará el presente Contrato de Prenda sin Transmisión de Posesión y todos sus anexos.

“Contrato de Crédito” tendrá el significado que a dicho término se atribuye en el numeral 2 de Antecedentes de este Contrato.

“Deudor Prendario” tendrá el significado que a dicho término se atribuye en el proemio de este Contrato.

“Día Hábil” significará cualquier día distinto de un sábado, un domingo, un día de descanso obligatorio en México o un día en el que las oficinas principales de los bancos en la Ciudad de México, México, estén requeridas o autorizadas para cerrar.

“Inventario” significará todo el inventario y materias primas, incluyendo de manera enunciativa pero no limitativa, trabajos en proceso, bienes terminados, bienes en tránsito y el material de empaque y envío que durante la vigencia de este Contrato: (a) sean propiedad exclusiva del Deudor Prendario, y (b) sean utilizados por el Deudor Prendario en la realización de sus actividades comerciales.

“LGTOC” significará la Ley General de Títulos y Operaciones de Crédito.

“Maquinaria y Equipo” significará toda la maquinaria y equipo que sea propiedad del Deudor Prendario a la fecha del presente Contrato, incluyendo de manera enunciativa mas no limitativa vehículos,

“Pledgee” shall have the meaning given to it in the foreword of this Agreement.

“Pledged Assets” shall have the meaning given to it in the first paragraph of Clause 2.1 under this Agreement.

“Agreement” shall mean this Non-Possessory Pledge Over Assets and all its appendixes.

“Loan Agreement” shall have the meaning given to it under number 2 of the Background under this Agreement.

“Pledgor” shall have the meaning given to it in the foreword of this Agreement.

“Business Day” shall mean any day other than a Saturday, Sunday, obligated day off in Mexico or a day where the principal offices of the banks in Mexico City, Mexico, are required or authorized to close.

“Inventory” shall mean all the inventory and raw material, including but not limited to work in progress, finished goods, transit goods and the packing and shipping material that during the time that this Agreement is in force: (a) are owned exclusively by the Pledgor, and (b) are used by the Pledgor in its business activities.

“LGTOC” shall mean General Law of Credit Instruments and Transactions.

“Machinery and Equipment” shall mean all the machinery and equipment owned by the Pledgor at the time of this Agreement, including but not limited to vehicles, containers, communications equipment, furniture, computer

**ESTA PAGINA FORMA PARTE DE LA CERTIFICACIÓN**

**DEL ACTA No.**

**82899**



contenedores, equipo de comunicaciones, mobiliario, equipo de cómputo, equipo de oficina, según sea el caso, así como el equipo que reemplace a dicho equipo en el caso de que éste sea enajenado o deba ser sustituido por destrucción, pérdida, obsolescencia o cualquier otra causa y la maquinaria y equipo que el Deudor Prendario adquiera después de la fecha del presente Contrato, y que se encuentre o se incluya posteriormente, en el **Anexo "B"** de este contrato y amparado por la factura o documentación correspondiente, por virtud de la cual, se acredite la legítima propiedad, en favor del Deudor Prendario.

equipment, office equipment, as it may apply, as well as the replacement equipment in case such equipment has been disposed or must be substituted by destruction, loss, obsolescence or any other cause and the machinery and equipment that the Pledgor acquires after the date of this Agreement, and such its found or at a later time included, in **Appendix "B"** of this Agreement and covered by the corresponding invoice or document proving the legitimate ownership in favor of the Pledgor.

"Obligaciones Garantizadas" tendrá el significado que se le atribuye al término en la Cláusula 2.1 de este Contrato.

"Secured Obligations" shall have the meaning given to it in Clause 2.1 under this Agreement.

"Prenda" tendrá el significado que a dicho término se atribuye en la Cláusula 2.1 de este Contrato.

"Pledge" shall have the meaning given to it in Clause 2.1 under this Agreement.

"Reintegro" tendrá el significado que a dicho término se atribuye en la Cláusula 10.2 de este Contrato.

"Reimbursement" shall have the meaning given to it in Clause 10.2 under this Agreement.

Los significados atribuidos a los términos antes mencionados serán igualmente aplicables cuando dichos términos se usen en singular, plural o en cualquier otra derivación o conjugación de los mismos. A menos que el Contrato indique lo contrario, las palabras "aquí", "en el presente" u otras frases similares se refieren a este Contrato en su totalidad y no a una cláusula o inciso en particular.

The meanings attributed to the aforementioned terms shall be equally applicable when such terms are used in a singular, plural or any other way or conjugation of such. Unless otherwise provided by the Agreement, the words "herein", "under this" or any other similar phrases referred to this Agreement as a whole and not to a particular clause or subparagraph.

**Cláusula 2. Prenda.**

**SECOND. Pledge.**

2.1. Prenda. A efecto de garantizar el cumplimiento puntual y total de todas y cada una de las obligaciones de pago que a cargo del Deudor Prendario que se derivan del Contrato de Crédito (las "Obligaciones Garantizadas"), más cualquier interés, multa, indemnización o de otra manera, acumulados al respecto, de conformidad con el artículo 348 de la LGTOC, el Deudor Prendario en

2.1 Pledge. In order to ensure the punctual and full compliance of each and every payment obligations in charge of the Pledgor arising from the Loan Agreement (the "Secured Obligations"), plus any interest, fines, indemnities, or otherwise, accrued thereon, in accordance with article 348 of the LGTOC, the Pledgor hereby constitutes, in favor of the Pledgee and its beneficiaries, a non-possessory

R.

X

ESTA PAGINA FORMA PARTE DE LA CERTIFICACIÓN  
DEL ACTA No. 82899



este acto constituye, en favor del Acreedor Prendario y sus causahabientes, una prenda sin transmisión de posesión en primer lugar y grado de prelación en términos de lo dispuesto en los artículos 346 y 354 de la LGTOC (la "Prenda"), sobre todos y cada uno de los derechos y bienes muebles de su propiedad que utilice o llegue a utilizar para la realización de su actividad preponderante, señalados en el **Anexo "B"** de este Contrato, incluyendo de forma enunciativa mas no limitativa, el dinero en cualquier cuenta bancaria en México derivado de su actividad ordinaria y los créditos a favor del Deudor Prendario nacidos directamente de sus operaciones en México, las Cuentas por Cobrar, el Inventario, la Maquinaria y Equipo, marcas, patentes, nombres comerciales y demás derechos de propiedad industrial, así como las cantidades que tenga derecho a recibir como indemnización por seguros o por cualquier otra causa en caso de daños o destrucción de dichos bienes (conjuntamente, los "Bienes Pignorados").

2.2. Disminución del Valor de Mercado de los Bienes Pignorados. Para efectos de lo dispuesto en el artículo 362 y 363 de la LGTOC, las partes acuerdan expresamente que en caso de que el valor de mercado de los Bienes Pignorados disminuya de manera que no baste para cubrir el importe del principal y los accesorios de las Obligaciones Garantizadas más un 20% (veinte por ciento) de conformidad con el avalúo que realice el perito que para dichos efectos sea nombrado por el Acreedor Prendario, el Deudor Prendario y/o sus afiliados estarán obligadas a otorgar cualquier otro tipo de garantía suficiente para cubrir el aforo antes mencionado.

2.3. Formalización. A efecto de cumplir con lo dispuesto en los artículos 365, 366 y 376 de la LGTOC, el Deudor Prendario asume las siguientes obligaciones:

pledge over assets in first place and priority ranking in accordance with articles 346 and 354 of the LGTOC (the "Pledge"), over each and every right and assets owned by them which are used or may be used for the performance of its principal business, included in **Appendix "B"** of this Agreement, including but not limited to money either in cash or in a bank account in Mexico derived from its ordinary activity and the loans in favor of the Pledgee emerged from its transactions in Mexico, accounts receivables, Inventory, Machinery and Equipment, trademarks, patents, trade names and other industrial property rights, as well as the amounts eligible to receive as indemnity from insurances or any other cause in the event of damages or destruction of such assets (jointly, the "Pledged Assets").

2.2 Decline in the Pledged Assets' Market Value. Pursuant to Article 362 and 363 of the LGTOC, the parties expressly agree that in case that the Market Value of the Pledged Assets decline in an insufficient way to cover the principal amount and the interests of the Secured Obligations plus a 20% (twenty percent) in accordance with the appraisal made by an expert appraisal appointed by the Pledgee, the Pledgor and/or its members shall be obliged to grant any other type of sufficient guarantees to cover the aforementioned.

2.3 Formalization. In order to comply with Articles 365, 366 and 376 of the LGTOC, the Pledgor undertakes to fulfil the following obligations:

**ESTA PAGINA FORMA PARTE DE LA CERTIFICACIÓN**

**DEL ACTA No.**

**82899**



- (a) En la fecha de firma del presente Contrato, el Deudor Prendario ratifica este Contrato ante un fedatario público mexicano;
- (b) El Deudor Prendario se obliga a cooperar con el Acreedor Prendario para que éste pueda presentar el instrumento público en el que conste el presente Contrato para su inscripción en el Registro Único de Garantías Mobiliarias (el "RUG"), por conducto del fedatario público ante quien se ratifique este Contrato o ante cualquier otro que el Acreedor Prendario determine libremente, en el entendido que, el representante del Acreedor Prendario quedará completamente facultado por el Deudor Prendario y autorizado para gestionar la inscripción de éste Contrato en el RUG;
- (c) El Deudor Prendario deberá entregar al Acreedor Prendario un certificado electrónico original del registro emitido por el RUG mediante el cual se acredite que este Contrato ha sido presentado para su registro en el RUG; y
- (d) El Deudor Prendario pagará, previo acuerdo con el Acreedor Prendario, cualesquier derechos registrales, impuestos, honorarios de notario y demás gastos relacionados con la celebración, ratificación, registro y en general con cualquier acto que resulte necesario para la creación y el perfeccionamiento de la garantía creada por virtud del presente Contrato, conforme dichos pagos sean exigibles. En este supuesto, el Deudor Prendario, tiene el derecho de designar al fedatario público, ante quien se realizará la
- (a) At the date of the signature of this Agreement, the Pledgor ratifies this Agreement before a Mexican notary public;
- (b) The Pledgor undertakes to cooperate with the Pledgee in order to be able to submit the public instrument that certifies this Agreement for its registration before the Movable Guaranties Sole Registry (the "RUG"), by means of the notary public whom ratifies this Agreement or before any other freely appointed by the Pledgee, on the understanding that the legal representative of the Pledgee shall be fully empowered by the Pledgor and authorized to manage the registration of this Agreement before the RUG;
- (c) The Pledgor shall deliver to the Pledgee an original electronic certificate of the registration issued by the RUG by which it is established that this Agreement has been presented for its registration before the RUG; and
- (d) The Pledgor shall pay, prior agreement with the Pledgee, any registration rights, taxes, notary public fees and any other expenses related to the execution, ratification, registration and in general any necessary acts for the creation and the improvement of the guarantee created by virtue of this Agreement, as such payments are required. In this case, the Pledgor, has the right to designate the notary public of its choice, whom shall perform the corresponding ratification.

R

2

**ESTA PAGINA FORMA PARTE DE LA CERTIFICACIÓN**

**DEL ACTA No.**

**82899**





ratificación correspondiente.

**Cláusula 3. Ubicación de los Bienes Pignorados.** Las partes acuerdan que el Deudor Prendario conservará y mantendrá los Bienes Pignorados, en los domicilios que se señalan en el **Anexo "C"** de este Contrato, con excepción del equipo de transporte y del Inventario que se encuentre en tránsito en el curso ordinario de sus operaciones y conforme a sus prácticas pasadas, en su caso.

**Cláusula 4. Uso de los Bienes Pignorados; Uso de Recursos.**

4.1 Uso de los Bienes Pignorados. De conformidad con lo dispuesto por el artículo 356 de la LGTOC, el Deudor Prendario tendrá derecho a:

- (a) Usar la Maquinaria y Equipo en el curso ordinario de sus operaciones y en forma consistente con prácticas pasadas y para realizar la venta de la Maquinaria y Equipo obsoleto o disfuncional en términos del mercado y conforme a las prácticas pasadas o las prácticas de la industria, en el entendido de que el Deudor Prendario también estará facultado para realizar cualesquier reparaciones, mantenimiento y todo tipo de mejoras y adaptaciones, las cuales podrán ser realizadas en cualquier lugar que sea necesario o conveniente a juicio razonable del Deudor Prendario, sujeto a lo dispuesto en la Cláusula 3 anterior;
- (b) Usar los diferentes bienes que integran el Inventario y combinarlos con otros bienes o transformarlos dentro del curso ordinario de sus operaciones, conforme a términos de mercado y prácticas pasadas, en el entendido de que los productos resultantes de

**THIRD. Location of the Pledged Assets.**

The parties agree that the Pledgor shall keep and maintain the Pledged Assets, in the addresses indicated in **Appendix "C"** of this Agreement, except for the transport equipment and the in-transit Inventory in the ordinary course of business and in accordance with their past practices, when applicable.

**FOURTH. Pledged Assets' Use; Use of Resources.**

4.1 Pledged Assets' Use. Pursuant to Article 356 of the LGTOC, the Pledgor shall have the right to:

- (a) Use the Machinery and Equipment in the ordinary course of its business and in accordance with their past practices and to perform the sale of obsolete or dysfunctional Machinery and Equipment on market terms and in accordance to the past practices or the industry practices, in the understanding that the Pledgor is empowered to perform any remedies, maintenance and all kind of improvements and adjustments, which may be performed in any necessary or convenient location in the reasonable judgement of the Pledgor, subject to the preceding Clause Third;
- (b) Use the different assets of the Inventory and combine them with other assets or transform them within the ordinary course of business, in accordance with market terms and past practices, in the understanding that the resulting products of such combination or transformation may be subject to

**ESTA PAGINA FORMA PARTE DE LA CERTIFICACIÓN**

**DEL ACTA No.**

**82899**



dicha combinación o transformación estarán sujetos a la presente Prenda; y

this Pledge; and

(c) Vender o disponer de cualquier forma del Inventario a favor de cualquier persona, ya sea nacional o extranjera, en los precios, términos y condiciones que el Deudor Prendario determine siempre que sean razonables y de mercado, y en el curso ordinario de sus operaciones, por lo que en términos de lo dispuesto por los artículos 356 y 374 de la LGTOC, el Acreedor Prendario expresamente autoriza, desde ahora, al Deudor Prendario para que venda o de cualquier otra forma disponga del Inventario en el curso ordinario de sus operaciones en términos de mercado y conforme prácticas pasadas, en cuyo caso el gravamen constituido mediante la Prenda cesará con respecto al Inventario que salga del patrimonio del Deudor Prendario conforme a lo aquí dispuesto, en el entendido, de que los recursos que se obtengan por la venta o disposición del Inventario quedarán automáticamente sujetos a la Prenda, a partir de la fecha en que sean recibidos por el Deudor Prendario.

(c) To sell or provide from the Inventory in favor of any person, either national or foreign, in the prices, terms and conditions determined by the Pledgor, provided they are reasonable and market-based, and in the ordinary course of business, in terms of Articles 356 and 374 of the LGTOC, the Pledgee expressly authorizes the Pledgor to sell or in any other way provide from the Inventory within the ordinary course of business in terms of the market and in accordance with past practices, in which case the lien constituted by means of the Pledge shall cease with regard to the Inventory leaving the heritage of the Pledgor in accordance with the provisions herein, in the understanding that the resources obtained from the sell or provision of the Inventory shall be automatically subject to the Pledge, as of the date they are received by the Pledgor.

Los derechos a que se hace referencia en los párrafos (a), (b) y (c) anteriores, cesarán a partir de la fecha en la que el Deudor Prendario sea notificado respecto del inicio de un Evento de Incumplimiento bajo el Contrato de Crédito.

The rights referred to in paragraphs (a), (b) and (c) above, shall cease as of the date that the Pledgor is notified regarding the start of an Event of Default under the Loan Agreement.

**Cláusula 5. Declaraciones y Garantías del Deudor Prendario.** A la fecha de este Contrato, el Deudor Prendario declara y asegura que:

**FIFTH. Statements and Guarantees of the Pledgor.** From the date of this Agreement, the Pledgor declares and ensures that:

ESTA PAGINA FORMA PARTE DE LA CERTIFICACIÓN

DEL ACTA No.

82899



5.1 Constitución. Es una sociedad debidamente constituida y existente conforme a las leyes de Canadá, autorizada legalmente para celebrar este Contrato, constituir la Prenda sobre los Bienes Pignorados y cumplir con las demás obligaciones que se establecen a su cargo en el presente Contrato.

5.2 Facultades. Su representante cuenta con todas las facultades necesarias y suficientes para celebrar el presente Contrato en representación del Deudor Prendario y obligar al Deudor Prendario conforme a los términos y obligaciones establecidos en el mismo; dichas facultades no han sido revocadas, limitadas ni modificadas de forma alguna al momento de la celebración del presente Contrato;

5.3 Propiedad de los Bienes Pignorados. Es el único y legítimo propietario de los Bienes Pignorados, que se listan en el **Anexo B**, de este Contrato, los cuales están libres de gravámenes excepto por la prenda que por el presente instrumento se constituye.

5.4 Exigibilidad. La celebración y entrega del presente Contrato por parte del Deudor Prendario, el cumplimiento de todas sus obligaciones derivadas del presente Contrato, así como la ejecución de las operaciones contempladas en el Contrato: (a) están permitidas conforme al objeto social del Deudor Prendario y han sido debidamente autorizadas por el Deudor Prendario, mediante los actos corporativos respectivos, en su caso; (b) constituyen obligaciones válidas y lícitas del Deudor Prendario, exigibles en sus términos, sujetas en todo caso, por las limitaciones que pudieran derivar de cualquier legislación aplicable en materia de concursos mercantiles, procedimientos de insolvencia, moratorias u otras leyes similares que limiten los derechos de los acreedores de forma general; (c) no constituyen una violación de cualquier ley, sentencia u orden judicial o administrativa que resulte directamente aplicable al Deudor Prendario; y (d) no requieren del

5.1 Incorporation. Is a company incorporated and existing in accordance with the laws of Canada, legally authorized to enter into this Agreement, constitutes this Pledge over the Pledged Assets and accomplish all other obligations pursuant to this Agreement.

5.2 Powers. Its legal representative has all the necessary and sufficient powers to enter into this Agreement on behalf of the Pledgor and bind the Pledgor pursuant to the terms and obligations set on herein; such powers have not been revoked, limited or modified at the time of this Agreement;

5.3 Property of the Pledged Assets. That it is the sole legitimate owner of the Pledged Assets, as listed in **Appendix "B"** of this Agreement, which are free of liens, except for this Pledge;

5.4 Enforceability. The conclusion and deliver of this Agreement by the Pledgor, the fulfilling of its obligations under this Agreement, as well as the execution of the activities referred to in the Agreement: (a) are allowed in accordance with the purpose of the company of the Pledgor and has been duly authorized by the Pledgor, through the respective corporate acts; (b) represent valid and legal obligations of the Pledgor, payable in terms and by the limitations that may derived from enforcing applicable bankruptcy legislation, bankruptcy proceedings, moratoriums or similar laws that will limit in general the creditors rights; (c) do not constitute a violation to any law, judgement or to a court or administrative order to be directly applicable to the Pledgor; and (d) do not require consent under any contractual or conventional obligation, including but not limited to debt agreement, loan agreement or bank loan, mortgage or any other agreement or instrument thereof executed by the Pledgor, or by which its assets or transactions are affected.

ESTA PAGINA FORMA PARTE DE LA CERTIFICACIÓN  
DEL ACTA No. 82899



consentimiento alguno bajo cualquier obligación de carácter contractual o convencional, incluyendo sin limitar, contrato de emisión, contrato de crédito o préstamo bancario, hipoteca o cualquier otro convenio o instrumento del que el Deudor Prendario sea parte, o por el que el Deudor Prendario, sus activos u operaciones se encuentren afectados.

**5.5 Autorizaciones Gubernamentales.** Excepto por el registro mencionado en la Cláusula 2.3 (b), por aprobaciones o autorizaciones corporativas previamente obtenidas, en su caso y demás disposiciones aplicables del presente Contrato, no se requiere obtener ningún registro, aprobación o cualquier otra autorización de autoridad gubernamental u organismo regulatorio para (a) la constitución de la Prenda sobre los Bienes Pignorados, o para la celebración o cumplimiento del presente Contrato por parte del Deudor Prendario; (b) el perfeccionamiento o mantenimiento de la Prenda; o (c) el ejercicio por parte del Acreedor Prendario de los derechos que se le otorgan en el presente Contrato o de las acciones y facultades para hacer efectiva la Prenda de conformidad con el presente Contrato.

**5.6 Validez del Gravamen.** Al momento de la celebración y entrega del presente Contrato por parte del Deudor Prendario y sujeto al cumplimiento de los actos a que se refiere la Cláusula 2.3 y demás disposiciones aplicables de este Contrato, el Acreedor Prendario obtendrá un gravamen real válido y exigible sobre los Bienes Pignorados, listados en el **Anexo B**, como garantía en primer lugar y grado del cumplimiento de las Obligaciones Garantizadas.

**Cláusula 6. Obligaciones Adicionales del Deudor Prendario.**

**6.1 Prohibición de transferir.** En términos de lo dispuesto por el artículo 361

**5.5 Governmental Authorizations.**

Except for the registry referred to in Clause 2.3 (b), for approvals and corporate authorizations previously obtained, when applicable, and further applicable provisions under this Agreement, it is not required to obtain any registry, approval or other authorization from the governmental authorities or any regulatory agency for (a) the constitution of a Pledge over the Pledged Assets, or for the conclusion or execution of this Agreement by the Pledgor; (b) the execution or maintenance of the Pledge; or (c) the exercise of the aforementioned rights by the Pledgee or its actions and powers to make this Pledge effective in accordance with this Agreement.

**5.6 Lien's Validity.** As of the date of this Agreement and delivery of this Agreement by the Pledgor and subject to the fulfillment of the acts referred to in Clause 2.3 and other applicable provisions of this Agreement, the Pledgee shall obtain a real, valid and payable lien over the Pledged Assets, as listed in **Appendix "B"**, as a guarantee in first place and priority ranking in the fulfillment of the Secured Obligations.

**SIXTH. Additional Obligations of the Pledgor.**

**6.1 Transfer Prohibition.** Pursuant to Article 361 of the LGTOC, the Pledgor shall not

ESTA PAGINA FORMA PARTE DE LA CERTIFICACIÓN

DEL ACTA No.

82899





de la LGTOC, el Deudor Prendario no podrá transferir la posesión sin autorización previa del Acreedor, salvo que se trate de lo dispuesto en la Cláusula 4 anterior, serán por cuenta del deudor los gastos para la debida conservación, reparación, administración y recolección de los bienes pignorados.

6.2 Inspecciones. En términos de lo dispuesto por el artículo 362 de la LGTOC, el Deudor Prendario permitirá que el Acreedor Prendario o las personas que éste autorice en forma escrita para tal efecto, realicen inspecciones periódicas sobre los Bienes Pignorados en días y horas hábiles previa notificación por escrito que entregue el Acreedor Prendario con 5 (cinco) días de anticipación, a efecto de verificar su ubicación y estado de conservación, en el entendido de que, en caso de que un Evento de Incumplimiento ocurra y continúe, no se requerirá notificación alguna.

6.3 Entrega de Información. El Deudor Prendario se obliga a entregar al Acreedor Prendario los reportes mensuales de Inventario y toda la información que éste razonablemente le solicite, previa notificación por escrito que entregue el Acreedor Prendario con 5 (cinco) días de anticipación, en relación con los Bienes Pignorados.

**Cláusula 7. Eventos de Incumplimiento y Aplicación de los Ingresos.**

7.1 Eventos de Incumplimiento. En caso de que se presente cualquiera de los supuestos que se describen a continuación y el mismo no sea subsanado, en su caso, dentro del plazo especificado más adelante, contado a partir de que (i) el Deudor Prendario tenga conocimiento de dicho supuesto o (ii) el Acreedor Prendario le entregue la notificación al respecto al Deudor Prendario, dicho evento constituirá un Evento de Incumplimiento ("Evento de Incumplimiento"):

transfer the possession without the previous authorization of the Pledgee, except for the provisions of Clause 4 above, the expenses for the duly maintenance, repair, collect and management of the Pledged Assets shall be covered by the Pledgor.

6.2 Inspections. Pursuant to Article 362 of the LGTOC, the Pledgor shall allow the Pledgee or any other authorized person by such by writing, to perform regular inspections over the Pledged Assets in business days and hours prior notice delivered by the Pledgee at least 5 (five) days in advance, for the purpose of verifying its location and conservation status, in the understanding that, in case that an event of default occurs and continues, such notice shall not be required.

6.3 Delivery of Information. The Pledgor undertakes to deliver monthly reports of the Inventory to the Pledgee and all the information the Pledgee requires, prior written notice delivered by the Pledgee at least five days in advance, in connection with the Pledged Assets.

**SEVENTH. Events of Default and Income Expenditures.**

7.1 Events of Default. In the case that any of the events described below occurs, and such has not been cured, when applicable, in the due time described below, after (i) the Pledgor becomes aware of such event or (ii) the Pledgee delivers to the Pledgor the respective notice about the event, in which case such event shall constitute an Event of Default ("Event of Default"):

ESTA PAGINA FORMA PARTE DE LA CERTIFICACIÓN

DEL ACTA No.

82899



- (i) Incumplimiento conforme al Contrato de Crédito. En el caso de que el Deudor Prendario incumpla cualquiera de sus obligaciones conforme al Contrato de Crédito;
  - (ii) Suspensión de Pagos y/o Quiebra. En el caso de que se instituya un procedimiento legal con el fin de declarar al Deudor Prendario en quiebra o concurso mercantil, ya sea que dicho procedimiento sea iniciado ante cualquier autoridad judicial competente por el Acreedor Prendario o por cualquier tercero y dicho procedimiento legal no sea desechado o anulado dentro de los 30 (treinta) días siguientes;
  - (iii) Embargos. En el caso de que cualesquier activos del Deudor Prendario, con un valor total acumulado o superior a US\$50,000.00 (Cincuenta Mil Dólares Americanos 00/100) fueren embargados en todo o en parte por autoridad judicial o administrativa o por cualquier otra autoridad y dicho embargo no sea cancelado o liberado dentro de los 30 (treinta) días siguientes a su instauración;
  - (iv) Conflictos Laborales. Si uno o más de los trabajadores del Deudor Prendario iniciaran procedimiento laboral cuyo monto de forma individual o en conjunto sea superior a US\$50,000.00 (Cincuenta Mil Dólares Americanos 00/100) que impida el curso normal de las operaciones del Deudor Prendario y dicho
- (i) Default under the Loan Agreement. In the case that the Pledgor breaches its obligations pursuant to the Loan Agreement;
  - (ii) Suspension of Payments and/or Bankruptcy. In the case that a legal procedure is assured with the purpose of declaring the Pledgor in bankruptcy or insolvency, whether such procedure has started before any competent legal authority by the Pledgee or any third party and such legal procedure has not been dismissed or cancelled within 30 (thirty) day after;
  - (iii) Seizures. In the case that any of the Assets of the Pledgor, with a cumulative or superior total value of USD\$50,000.00 (Fifty Thousand American Dollars) were seized as a whole or in part by the legal or administrative authority or by any other authority and such seizure has not been cancelled or released within 30 (thirty) days after enforcement;
  - (iv) Labor Disputes. If one or more employees of the Pledgor start a labor procedure whose individual or total amount is superior to USD\$50,000.00 (Fifty Thousand American Dollars) which delays the normal course of operations of the Pledgor and such procedure has not been resolved within 30 (thirty) days;

**ESTA PAGINA FORMA PARTE DE LA CERTIFICACIÓN**

**DEL ACTA No.**

**82899**



procedimiento no sea resuelto en un plazo de 30 (treinta) días.

(v) Juicios. Si cualquier sentencia definitiva, órdenes o indemnizaciones para el pago de dinero por una cantidad superior a US\$50,000.00 (Cincuenta Mil Dólares Americanos 00/100) sea presentado contra el Deudor Prendario o contra sus bienes, y (a) exista un periodo de 30 (treinta) días consecutivos en cualquier momento posterior a la entrada en vigor de dicha sentencia, orden o indemnización durante el cual (i) la misma no sea revocada; o (ii) la suspensión de su ejecución no se encuentre en vigor; o (b) los procedimientos de ejecución sobre dichas sentencias, órdenes o indemnizaciones se hayan iniciado.

(vi) Formalización. Si dentro de los 15 (quince) días siguientes a la fecha de firma del presente Contrato, el Contrato no es presentado para su ratificación ante Notario Público y para su registro ante el RUG en términos de la Cláusula 2.3.

Mientras exista un Evento de Incumplimiento y en tanto éste continúe, y dicha existencia y continuación hubiere sido notificada por escrito al Deudor Prendario por el Acreedor Prendario, el Acreedor Prendario estará facultado para ejercer, en la medida que se permita de conformidad con la legislación aplicable, cualquiera de los siguientes derechos:

(a) ejecutar la Prenda otorgada en el presente Contrato, siguiendo los

(v) Judgements. If any final judgement, order or indemnity for the payment of money for a superior amount of USD\$50,000.00 (Fifty Thousand American Dollars) either lent or against the Pledgor or its assets, and (a) there is a period of 30 (thirty) consecutive days at any time following the entry into force of such judgement, order and indemnity during which (i) such may not be revoked; or (ii) the suspension of its execution it is not yet in force; or (b) the execution procedures over such judgements, orders or indemnities has been started.

(vi) Formalization. If within the 15 (fifteen) days following the date of execution of this Agreement, the Agreement is not submitted for its ratification before a notary public and for its registration before the RUG in terms of Clause 2.3.

If there is an Event of Default, and such existence and continuity has been notified in writing to the Pledgor by the Pledgee, the Pledgee shall be empowered to exercise, as far as allowed by the applicable legislation, any of the following rights:

(a) execute the Pledge, following the applicable procedures as set out in the

ESTA PAGINA FORMA PARTE DE LA CERTIFICACIÓN  
DEL ACTA No. 82899



procedimientos aplicables establecidos al efecto en el Código de Comercio, y

Commerce Code;

(b) ejercitar cualquier otro derecho previsto expresamente en el presente Contrato o cualquier otro derecho permitido conforme a la legislación aplicable.

(b) exercise any other right expressly provided in this Agreement or any other right afforded pursuant to applicable legislation.

El Deudor Prendario conviene en llevar a cabo todos los actos que sean necesarios o convenientes para que el Acreedor Prendario esté en posibilidades de ejercer todos los derechos y acciones convenidos por las partes conforme a esta Cláusula.

The Pledgor agrees to carry out all the necessary or convenient acts so that the Pledgee may be in position to perform all the rights and actions agreed to by the parties pursuant to this Clause.

Asimismo, las partes acuerdan que para efectos de lo dispuesto en el segundo párrafo del artículo 1414 Bis del Código de Comercio, será el Acreedor Prendario quien nombre, en forma escrita, a la persona autorizada para realizar el avalúo de los Bienes Pignorados.

Furthermore, the parties agree that the Pledgee shall appoint, by written form, an authorized person responsible of appraising the Pledged Assets, pursuant to the second paragraph of the Article 1414 Bis of the Commerce Code.

**7.2 Aplicación de los Ingresos.**  
Los ingresos que se obtengan de la ejecución de la Prenda aquí contenida, serán aplicados para pagar (i) todos los costos razonables y documentados en los que haya incurrido el Acreedor Prendario en relación con dicha ejecución (incluyendo honorarios de abogados y gastos); (ii) en su caso, intereses ordinarios y moratorios generados y no pagados; (iii) las cantidades principales debidas en términos del Contrato de Crédito; y (iv) cualesquier otras cantidades adeudadas al Acreedor Prendario con respecto a las Obligaciones Garantizadas.

**7.2 Income Expenditures.** The incomes derive from the execution of the Pledge, shall be applied to pay (i) all the reasonable and documented costs incurred by the Pledgee in relation to such execution (including fees of lawyers and expenses); (ii) when applicable, arising and unpaid ordinary and default interests; (iii) the due principle amounts pursuant to the Loan Agreement; and (iv) any other due amounts to the Pledgee in relation to the Secured Obligations.

Solamente después del pago total de las Obligaciones Garantizadas, cualquier excedente será entregado al Deudor Prendario o a la parte que conforme a la ley tenga derecho a recibir dicho excedente.

Only after the full payment of the Secured Obligations, any surplus shall be deliver to the Pledgor or to the party which has the right to receive such surplus pursuant to the applicable law.

**Cláusula 8. Modificaciones;**  
**Renuncias.**

**EIGHT. Amendments; Waivers.**

**ESTA PAGINA FORMA PARTE DE LA CERTIFICACIÓN**

**DEL ACTA No.**

**82899**





8.1 Modificaciones. Ninguna modificación a cualquier disposición del presente Contrato surtirá efectos a menos que se documente por escrito, sea firmada por el Acreedor Prendario y el Deudor Prendario, y sea formalizada ante notario público e inscrita en el RUG.

8.2 Renuncias. Ninguna renuncia respecto de cualquier disposición del presente Contrato surtirá efectos a menos que se documente por escrito y sea firmada por el Acreedor Prendario y el Deudor Prendario. Dicha renuncia solamente tendrá aplicación y será válida para el caso y el objeto específico a que se refiera.

8.3 Retrasos. Ningún retraso u omisión por parte de cualquiera de las partes en el ejercicio de cualquier facultad o derecho derivado del presente Contrato se entenderá como una renuncia a dicho derecho o facultad. El ejercicio aislado o parcial de cualquier facultad, derecho o recurso conforme a este Contrato, tampoco precluirá el ejercicio posterior y completo de dicho derecho, facultad o recurso. Los derechos y facultades previstos en el presente Contrato son acumulativos y pueden ser ejercidos individual o conjuntamente, en una o más ocasiones hasta que las Obligaciones Garantizadas hayan sido pagadas en su totalidad, y no son excluyentes de cualquier otro derecho o facultad previstos en ley.

**Cláusula 9. Notificaciones.** Cualquier notificación u otra comunicación que deba o pueda darse de conformidad con el presente Contrato, deberá hacerse por escrito y podrá entregarse personalmente, o enviarse por servicio internacional de mensajería y se entenderán entregadas cuando hayan sido entregadas personalmente, hayan sido recibidas por servicio internacional de mensajería. Para los efectos antes mencionados, las partes señalan como sus domicilios convencionales los que se indican a continuación, o cualquier otro que la parte

8.1 Amendments. No amendment to any provision of this Agreement shall produce its effects unless it is agreed in writing, signed by the Pledgee and the Pledgor, and formalized before a notary public and registered before the RUG.

8.2 Waivers. No waiver in relation to any provision of this Agreement shall produce its effects unless is set out in writing and signed by the Pledgee and the Pledgor. Such waiver shall only be applied and shall be valid for the referred specific purpose.

8.3 Delays. No delay or omission by any of the parties in the exercise of any power or right relating to this Agreement shall be understood as a withdrawal to such power or right. Partial exercise of a power, right or resource in accordance with this Agreement, neither can conclude the future and total exercise of such right, power or resource. The rights and powers provided herein are cumulative and shall be exercised individually or jointly, in one or more cases until the Secured Obligations have been totally paid, and they are not exclusive of any other right or powers provided by law.

**NINTH. Notices.** All notices to be delivered by the parties hereto shall be made in writing and shall be served either: (i) personally, return receipt requested; (ii) by courier delivery, return receipt requested; or (iii) by facsimile followed by courier or personal delivery, return receipt requested. All notices shall be served at the following addresses and facsimile numbers, and shall become effective upon personal delivery:

ESTA PAGINA FORMA PARTE DE LA CERTIFICACIÓN

DEL ACTA No.

82899



correspondiente notifique por escrito a las otras partes.

Al Deudor Prendario:

Certus Automotive, Inc.

Carretera Estatal 200 Querétaro-  
Tequisquiapan

Km 24+200, Lote 16A

Municipio de Colón, Querétaro

México, C.P. 76,295

Atención: Alejandro Faes Noriega

Al Acreedor Prendario:

Torre Cube

Blvd. Puerta de Hierro No. 5210, Piso  
1-B

Fracc. Puerta de Hierro, C.P. 45116

Zapopan, Jalisco, México.

Atención: Carlos Omar Murillo  
Navarro

To the Pledgor:

Certus Automotive, Inc.

Carretera Estatal 200, Querétaro  
Tequisquiapan

Km 24+200, Lote 16A México D.F.,  
06170

Municipio de Colón, Querétaro  
México, C.P. 76,295

Attention: Alejandro Faes Noriega

To the Pledgee:

Torre Cube

Blvd. Puerta de Hierro No. 5210, Piso 1-B  
Fracc. Puerta de Hierro, C.P. 45116

Zapopan, Jalisco, México.

Attention: Carlos Omar Murillo Navarro

**Cláusula 10. Continuidad de la Prenda.**

10.1 Continuidad. La Prenda creada por virtud del presente Contrato constituye una prenda continua e incondicional, y por lo tanto (a) será indivisible y abarcará los Bienes Pignorados durante toda la vigencia del presente Contrato; (b) continuará en pleno vigor hasta que las Obligaciones Garantizadas hayan sido pagadas y satisfechas en su totalidad; (c) obligará al Deudor Prendario y a sus respectivos cesionarios o causahabientes; (d) beneficiará al Acreedor Prendario y a sus respectivos cesionarios o causahabientes; y (e) será exigible por el Acreedor Prendario y sus respectivos cesionarios y causahabientes, en los términos de este Contrato. A tal efecto, el Deudor Prendario renuncia expresamente a la reducción de la Prenda por pagos parciales en términos del artículo 349 de la LGTOC.

10.2 Reintegro. Si el Acreedor Prendario es obligado en cualquier concurso mercantil, quiebra o procedimiento similar, a devolver, reintegrar o de cualquier otra forma

**TENTH. Continuity of the Pledge.**

10.1 Continuity. The Pledge herein described constitutes a continued and unconditional pledge, therefore (a) shall be indivisible and shall cover all the Pledged Assets during the whole Agreement; (b) shall remain in force until the Secured Obligations had been satisfied in their entirety; (c) shall compel the Pledgor and its respective successors and assigns; (d) shall benefit the Pledgee and its respective successors and assigns; and (e) shall be enforceable by the Pledgee and its respective successors and assigns, in terms of this Agreement. In respect thereof, the Pledgor expressly waives to the Pledge's reduction for partial payments pursuant to Article 349 of the LGTOC.

10.2 Reimbursement. If the Pledgee is forced in any insolvency, bankruptcy or similar procedure, to reimburse, refund or in any other way, pay to the Pledgee's estate, any amount

ESTA PAGINA FORMA PARTE DE LA CERTIFICACIÓN

DEL ACTA No.

82899



pagar a la masa del Deudor Prendario, cualquier cantidad que hubiere recibido previamente del Deudor Prendario (el "Reintegro"), entonces, en la medida en la que lo permita la ley aplicable, las Obligaciones Garantizadas quedarán reestablecidas y por lo tanto insolutas hasta por un monto equivalente al Reintegro. Además, en la medida en la que lo permita la ley aplicable, en el caso de que el presente Contrato hubiere terminado antes de dicho Reintegro, el presente Contrato volverá a estar en plena fuerza y vigor mediante la simple notificación por escrito al Deudor Prendario, sin que la previa terminación del mismo afecte en forma alguna los derechos de las partes conforme al mismo.

**10.3 Terminación.** Una vez realizado el pago total de las Obligaciones Garantizadas, el Acreedor Prendario se compromete, previa solicitud por escrito por parte del Deudor Prendario, a extinguir la prenda creada mediante este Contrato, emitiendo y entregando al Deudor Prendario una carta de liberación de los derechos sobre los Bienes Pignorados, en un plazo que no podrá ser mayor a 5 (cinco) días naturales, que se revertirán a favor del Deudor Prendario.

**10.4 Documentos de Liberación.** Una vez que todas las cantidades pagaderas de conformidad con el Contrato de Crédito hayan sido pagadas y satisfechas en su totalidad, el Acreedor Prendario suscribirá y entregará al Deudor Prendario los documentos que acrediten la terminación de la Prenda y llevará a cabo todos los actos que resulten necesarios conforme al artículo 364 de la LGTOC, o aquellos que razonablemente le solicite el Deudor Prendario para acreditar la extinción o liberación de la Prenda y para cancelar el registro de la misma, incluyendo, de manera enunciativa pero no limitativa, la ratificación de la terminación o liberación ante Notario Público y la cancelación de la Prenda en el RUG, debiendo entregar al Deudor Prendario evidencia de dicha

previously received from the Pledgor (the "Reimbursement"), therefore, to the extent permitted by the applicable law, the Secured Obligations shall be re-established, thus outstanding up to an amount for the equivalent of the Reimbursement. In addition, to the extent permitted by the applicable law, in the case of a termination of this Agreement prior to the Reimbursement, this Agreement shall be in full force and effect simply by written notice to the Pledgor, such termination shall be without prejudice to other rights that may have accrued under this Agreement.

**10.3 Termination.** Once the full payment of the Secured Obligations has been made, the Pledgee agrees, prior written notice from the Pledgor, to extinguish the Pledge, issuing and delivering to the Pledgor a letter of exemption from the rights over the Pledged Assets, within no more than 5 (five) natural days, that will be reverted to the Pledgor.

**10.4 Release Documents.** Once all the payable amounts pursuant to the Loan Agreement have been satisfied in their entirety, the Pledgee shall subscribe and deliver to the Pledgor the documents proving the termination of the Pledge and shall perform all the necessary acts pursuant to Article 364 of the LGTOC, or those reasonably require by the Pledgor to prove the extinction or exemption of the Pledge and to cancel the registration of such, including but not limited to the ratification of the termination or exemption before a notary public and the cancelation of the Pledge at the RUG, and must deliver evidence of such cancelation to the Pledgor. The parties agree that all costs and expenses derived from or incurred by reason of the exemption shall be exclusively on behalf of the Pledgor.

ESTA PAGINA FORMA PARTE DE LA CERTIFICACIÓN  
DEL ACTA No. 82899



cancelación. Las partes convienen que todos los gastos y costos derivados o incurridos con motivo de la liberación de la Prenda serán exclusivamente por cuenta y cargo del Deudor Prendario.

**Cláusula 11. Cesión.** Los derechos y obligaciones derivadas del presente Contrato no pueden ser cedidas por el Deudor Prendario a terceras personas sin el consentimiento por escrito del Acreedor Prendario.

**Cláusula 12. Legislación Aplicable.** Este contrato estará regido y será interpretado de conformidad con las leyes aplicables de los Estados Unidos Mexicanos.

**Cláusula 13. Jurisdicción.** En caso de que se inicie cualquier procedimiento judicial en relación con cualquier asunto que surja o se relacione con el presente Contrato, las partes en este acto acuerdan de manera irrevocable someterse a la jurisdicción de los tribunales competentes de la Ciudad de Querétaro, Querétaro, México, y renuncian a cualquier otro fuero que pudiera llegar a corresponderles por su domicilio presente o futuro o por cualquier otra razón.

**Cláusula 14. Independencia de las Cláusulas.** En el supuesto de que cualquiera de las cláusulas, acuerdos u otras disposiciones de este Contrato, fuere declarada ilegal o no exigible por un tribunal competente, las demás disposiciones del presente Contrato no ser verán afectadas en forma alguna y continuarán en plena fuerza y vigor, como si la disposición declarada ilegal o no exigible no hubiere sido insertada.

**Cláusula 15. Encabezados.** Los encabezados contenidos en el presente Contrato son únicamente para facilitar su referencia y no determinan ni afectan el significado o la interpretación de ninguna de

**ELEVENTH. Assignment.** The rights and obligations arising from this Agreement may not be assigned or transferred by the Pledgor to any third party without the prior written consent of the Pledgee.

**TWELFTH. Governing Law.** This Agreement shall be governed and interpreted by the applicable laws of the Mexican United States.

**THIRTEENTH. Jurisdiction.** The parties hereto expressly and irrevocably submit to the jurisdiction of the competent courts sitting in Querétaro, Querétaro, Mexico, with respect to any action or proceeding arising out of or relating hereto, and the parties hereby expressly and irrevocably waive, to the fullest extent they may effectively do so under applicable law, the defense of an inconvenient forum to the maintenance of such action or proceeding, and all rights of jurisdiction in any such action or proceeding which they may now or hereafter have by reason of their present or any future domiciles, or by any other reason.

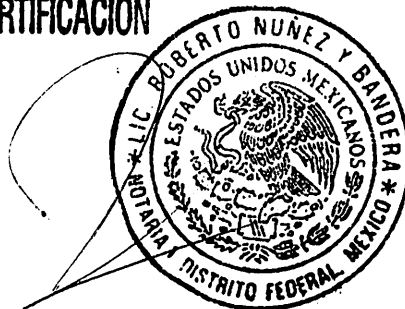
**FOURTEENTH. Autonomy of Clauses.** In case that any of the clauses, agreements or any other provision herein is declared invalid or unenforceable by a competent court, the other provisions shall not be affected and shall continue in full force and effect, as if the invalid or unenforceable provision has not been inserted.

**FIFTEENTH. Captions.** The captions and headings contained in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

**ESTA PAGINA FORMA PARTE DE LA CERTIFICACIÓN**

**DEL ACTA No.**

**82899**





las disposiciones del mismo.

EN VIRTUD DE LO CUAL, las partes suscriben este Contrato el 15 de marzo de 2018.

IN WITNESS, WHEREOF, the parties hereto have caused this Agreement on this 15<sup>th</sup> of March, 2018.

Certus Automotive, Inc.  
Deudor Prendario

Certus Automotive, Inc.  
Pledgor

Por: Robert Mollenhauer

By: Robert Mollenhauer

The Toronto-Dominion Bank  
Acreedor Prendario

The Toronto-Dominion Bank  
Pledgee

Por: Carlos Omar Murillo Navarro

By: Carlos Omar Murillo Navarro

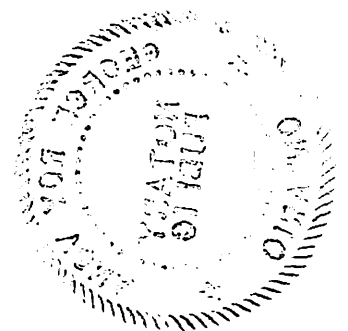
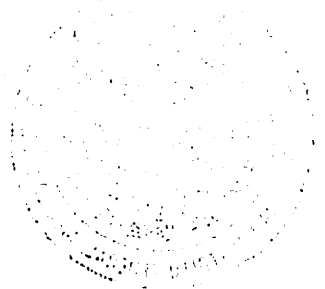
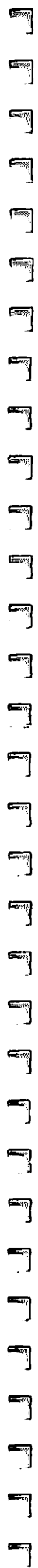
--- EL LIC. ROBERTO NUÑEZ Y BANDERA, TITULAR DE LA NOTARIA NUMERO UNO DE ESTA CIUDAD CERTIFICA: Que ante mí compareció el Sr. Carlos Omar Murillo Navarro, en representación de THE TORONTO-DOMINION BANK quien se identificó con pasaporte no. G24388234 y quien a mi juicio tiene capacidad legal y dijo: Que ratifica el contenido del presente Contrato que consta de 35 fojas, de las que corresponden 19 fojas al Contrato y 16 fojas a los anexos del mismo, y reconoce como suya la firma que lo calza por ser de su puño y letra y ser la misma que acostumbra usar en todos sus asuntos legales.-----

--- PERSONALIDAD: El compareciente acredita su personalidad con la escritura no. 45,385, otorgada en la Cd. de Guadalajara, Jalisco, el 16 de marzo de 2018, ante el Notario no. 115, Lic. Juan Diego Ramos Uriarte, por la cual se protocolizó el poder que THE TORONTO-DOMINION BANK, le otorgó en la Provincia de Ontario, Canadá, el 02 de marzo de 2018, ante la Notario Allan John Ritchie, para ejercitarlo conjunta o separadamente, a efecto de que represente al Banco y, de manera enunciativa y no limitativa, firme en su nombre y representación cierto Contrato de Prenda sobre Activos sin Transmisión de Posesión celebrado entre el Banco y CERTUS AUTOMOTIVE, INC., así como cualquier otro convenio o documento relacionado con dichos Contratos de Prenda sobre Activos sin Transmisión de Posesión, incluyendo poder para pleitos y cobranzas, para actos de administración y para actos de dominio, de acuerdo con los arts. 2553 y 2554 del Código Civil Federal y sus correlativos en los Códigos Civiles de los Estados de la República Mexicana, así como los relativos a la art. 9° de la Ley General de Títulos y Operaciones de Crédito, incluyendo entre otras las facultades que de acuerdo con el art. 2587 del Código Civil Federal y sus artículos correlativos del Código Civil para el D.F. y de los Códigos Civiles de las demás Entidades Federativas de México.-----

--- PARA CONSTANCIA SE LEVANTO EL ACTA No. 82,899.-----

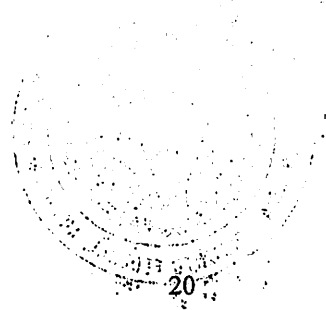
--- CIUDAD DE MEXICO, A 18 DE ABRIL DE 2018. DOY FE.-----





**ANEXO "A"**  
**CONTRATO DE CRÉDITO**

**Appendix "A"**  
**LOAN AGREEMENT**



#  
R.

ESTA PAGINA FORMA PARTE DE LA CERTIFICACIÓN

DEL ACTA No.

82899





Mississauga Commercial Banking Center  
20 Milverton Drive  
Mississauga, Ontario  
L5R 3G2

Telephone No.: 905 890 4110  
Fax No.: 905 890 4136

September 21, 2016

Keen Point International Inc.  
Certus Automotive Inc.  
3300 Bloor St West, Suite 510  
West Tower  
Toronto, Ontario  
M8X 2X2

Attention: Mr. Robert Mollenhauer

Dear Mr. Mollenhauer,

We are pleased to offer the Borrower the following credit facilities (the "Facilities"), subject to the following terms and conditions.

**BORROWERS**

Keen Point International Inc. ("Borrower A")  
Certus Automotive Inc. ("Borrower B")

**LENDER**

The Toronto-Dominion Bank (the "Bank"), through its Mississauga Commercial Banking Center, in Mississauga, Ontario.

**CREDIT LIMIT**

**Borrowers A and B**

Ensure outstanding advances under Facilities A1/B2, including the face amount of any outstanding LCs/LGs, will at all times be the lesser of:

- 1) CDN \$16,500,000 (or its USD\$ Equivalent)
- 2) The total of:

a) 85% of investment grade accounts receivable in Canada and the USA (such as Yangfeng Johnson Controls, GM, TRW, Delphi, Magna, and Autoliv) net of over 90 day accounts, related accounts, contra accounts, unpaid source deductions, and monthly deferred revenue, and;

b) 90% of EDC insured receivables net of 120 day accounts, unpaid source deductions, and monthly deferred revenue.

c) 75% of all other accounts receivable in Canada and the USA net over 90 day accounts, related accounts, unpaid source deductions, and monthly deferred revenue.

The Operating Line is to be capped monthly against the most recent Borrowing Base calculation.

**Borrower B**

B3) CDN \$10,000,000 as reduced pursuant to the section headed "Repayment and Reduction of Amount of Credit Facilities.

**TYPE OF CREDITAND  
BORROWING  
OPTIONS**

**Borrowers A and B**

- 1, 2) **Operating Loan** available at the Borrower's option by way of:
  - Prime Rate Based Loans in CDN\$ ("Prime Based Loans")
  - United States Base Rate Loans in US\$ ("USBR Loans")
  - Letters of Credit in CDN\$ or US\$ ("L/Cs")
  - Stand-by Letters of Guarantee in CDN\$ ("L/Gs")

**Borrower B**

- B3) **Committed Reducing Term Facility (Multiple Draw)** available at the Borrowers option by way of:
  - Fixed Rate Term Loan in CDN\$
  - Floating Rate Term Loan by way of: Prime Rate Based Loans in CDN\$ ("Prime Based Loans").

**ESTA PAGINA FORMA PARTE DE LA CERTIFICACIÓN**

**DEL ACTA No.**

**82899**



**PURPOSE**

A1, B2) To fund working capital requirements.  
B3) To finance capital expenditure requirements in Mexico.

**TENOR**

A1, A2) Uncommitted  
B3) Committed

**CONTRACTUAL  
TERM**

A1, B2) No term.  
B3) Up to 60 months from the date of first drawdown.

**AMORTIZATION**

B3) Up to 60 months from the date of first drawdown.

**INTEREST RATES  
AND FEES**

Advances shall bear interest and fees as follows:

**A1, B2) Operating Loan:**

- Prime Based Loans: Prime Rate + 0.80% per annum.
- USBR Loans: USBR + 0.80% per annum.
- L/Cs: As advised by the Bank at the time of issuance of the L/C.
- L/Gs: 2.00% per annum.

For all Facilities, interest payments will be made in accordance with Schedule "A" attached hereto unless otherwise stated in this Letter or in the Rate and Payment Terms Notice applicable for a particular drawdown. Information on interest rate and fee definitions, interest rate calculations and payment is set out in the Schedule "A" attached hereto.

**B3) Committed Reducing Term Facility (Multiple Draws) available by way of:**

- **Fixed Rate Term Loans:** as determined by the Bank, in its sole discretion, for the Rate Term selected by the Borrower, and as set out in the Rate and Payment Terms Notice applicable to that Fixed Rate Term Loan.
- **Floating Rate Term Loans:** available by way of Prime Based Loans: Prime Rate + 1% per annum.

**ADMINISTRATION FEE**

\$350 per month.

**RENEWAL FEE**

\$10,000 per annum

**DRAWDOWN**

A1, B2)

- As required in multiples of \$5,000.
- For US\$, as required via overdraft.
- For proposed increase, subject to Disbursement Conditions.
- Borrowings by way of LG and/or LC are limited to A) \$300,000 or it's US equivalent; B) \$2,500,000 or its US equivalent.

B3)

- Upon satisfaction of Disbursement Conditions, the Borrower may use the facility for multiple draws (minimum \$1,000,000 each) up to 100% of the invoice amount. Each drawdown is subject to bank receipt of paid invoices. Drawdowns are for funding of the purchase price of the asset, and exclude taxes and soft costs.
- Borrower to evidence DSC covenant compliance on a rolling four quarter basis prior to all draws. Quantifiable expenses in F'17 pertaining to the Mexico expansion to be added back to EBITDA.
- For each draw, the Borrower is to confirm the loan advance is for production equipment only, and not for leasehold improvements or fixtures to the building.

**BUSINESS CREDIT SERVICES**

The Borrower will have access to the Operating Loan (Facilities #1 and 2) via Loan Account Numbers 9220399-01 and 9233741-01 (the "Loan Account") respectively up to the Credit Limit of the Operating Loan by withdrawing from the Borrower's Current Account Numbers 5220399-1728 and 5233741-1728 (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 Agreement.

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.

**OVERDRAFTS**

The Borrower will have access to USBR Loans under the Operating Loan via overdraft from Current Account Numbers 1728-7309343 (Borrower A); and 1728 – 7312182 (Borrower B) (the "Current Accounts"). The total of CDN\$ loans and CDN equivalent of USBR Loans under the Operating Loan via overdrafts cannot exceed the limits defined under "Credit Limit" above.

**ESTA PAGINA FORMA PARTE DE LA CERTIFICACIÓN**

**DEL ACTA No.**

**82899**





**REPAYMENT AND REDUCTION OF  
AMOUNT OF CREDIT FACILITY**

A1, B2)

- On demand.
- LCs/LGs: Upon drawdown or cancellation by beneficiary.

B3)

- Floating: monthly principal payments of principle, plus interest.
- Fixed: To be determined at the time of drawdown.

**PREPAYMENT**

B3)

**Fixed Rate Loan:** Permitted in whole or in part at any time, provided that an Event of Default has not occurred, subject to payment of a prepayment penalty.

The Borrower has the option of selecting the 10% Prepayment Option and accordingly, Fixed Rate Term Loans under this Facility may be prepaid in accordance with Section 4a) and 4b) of Schedule A.

**Floating Rate Loan:** No prepayment penalties.

**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:

**ON HAND:**

- a) General Security Agreement ("GSA") representing a first charge on all present and after acquired personal property of Keen Point International Inc
- b) Unlimited Guarantee of Advances issued by Keen Point International Inc., in support of Certus Automotive Inc.
- c) General Security Agreement ("GSA") representing a first charge on all present and after acquired personal property of Certus Automotive Inc.
- d) Unlimited Guarantee of Advances issued by Certus Automotive Inc., in support of Keen Point International Inc.
- e) UCC Security Agreement representing a first charge on all present and after acquired personal property of Certus Automotive, Inc.
- f) Unlimited Guarantee of Advances issued by Certus Automotive, Inc., in support of Certus Automotive Inc.
- g) UCC Security Agreement representing a first charge on all present and after acquired personal property of Keen Point International, Inc.
- h) Unlimited Guarantee of Advances issued by Keen Point International, Inc., in support of Keen Point International Inc.
- i) Assignment of Life Insurance on Robert Mollenhauer in the amount of \$4,000,000.
- j) Unlimited Guarantee of Advances issued by Keen Point International, Inc., in support of Certus Automotive Inc.
- k) Unlimited Guarantee of Advances issued by Certus Automotive, Inc., in support of Keen Point International Inc.

**TO BE OBTAINED:**

- l) Limited Guarantee of Advances in the amount of \$10,000,000, issued by Export Development Canada, in support of Certus Automotive Inc.
- m) Unlimited Guarantee of Advances, issued by Certus Automotive, S. DE R.L. DE C.V., in support of Certus Automotive Inc.
- n) Assignment of Fire Insurance in the amount of \$10,000,000, issued by Certus Automotive, S. DE R.L. DE C.V.
- o) Assignment of EDC Insurance, issued by Certus Automotive Inc., and Keen Point International Inc.
- p) Security Agreements for Specified Assets for various PMSI's to be registered with Certus Automotive, S. DE R.L. DE C.V.
- q) The Mexican equivalent to a General Security Agreement ("GSA") representing a first charge on all present and after acquired personal property of Certus Automotive, S. DE R.L. DE

All persons and entities required to provide a guarantee 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 shall be referred to collectively in this Agreement as "Bank Security".

**ESTA PAGINA FORMA PARTE DE LA CERTIFICACIÓN  
DEL ACTA No. 82899**



**DISBURSEMENT  
CONDITIONS**

The obligation of the Bank to permit any drawdown hereunder is subject to the Standard Disbursement Conditions contained in Schedule "A" and the following additional drawdown conditions:

Delivery to the Bank of the following, all of which must be satisfactory to the Bank:

**Assigned  
Facilities**

**A1, B2, B3)**

- All security and documentation to be on-hand and in good order.
- Satisfactory review of most recent quarter company prepared financial statements.
- Executed Letter Agreement to be on-hand and in good order.
- Satisfactory review of contract awarded for the Mexico expansion.
- Satisfactory confirmation of \$2,000,000 deposit on the plating line for the Mexico facility.

**A1, B2)**

- Authorization of EDC Insurance on non-North American margined accounts receivables.
- EDC documentation to clearly delineate EDC in first position for the equipment in Mexico to support their guarantee and subordinate everything else.

**B3)**

- EDC Guarantee must be effective prior to funding; The terms in the EDC Guarantee Approval must be consistent with the details of the facility and the security in the Letter Agreement; and all mandatory security and required documentation must be on-hand

**REPRESENTATIONS  
AND WARRANTIES**

All 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. The Borrower makes the Standard Representations and Warranties set out in Schedule "A", and in addition:

- The Declaration executed by the Borrower in favour of Export Development Canada ("EDC") in connection with the EDC Guarantee is accurate and complete in all respects.

**POSITIVE COVEANTS**

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 observe the Standard Positive Covenants set out in Schedule "A" and in addition will:

- The Borrower agrees and instructs the Bank to provide to Export Development Canada ("EDC") all information requested by EDC in connection with the EDC guarantee under the Export Guarantee Program. Such information may include, without limitation, personal and business information the Bank is aware of and documents in its possession regarding the Borrower financial situation, operations or business or the Borrowers accounts with the Bank.
- The Borrower and guarantors to represent no less than 90% of revenue, EBITDA, and assets.

**REPORTING  
COVENANTS**

- Provide annual consolidated audited financial statements for Keen Point International Inc., Keen Point International, Inc., Certus Automotive Inc., Certus Automotive, Inc., Certus Automotive (HK) Limited, Certus Automotive (Huizhou) Ltd., Certus Automotive Europe GmbH., and Certus Automotive, S. DE R.L. DE C.V. within 120 calendar days of fiscal year end.
- Provide annual Notice to Reader financial statements for Certus Automotive Inc., within 120 days of each fiscal year end.
- Provide annual Notice to Reader financial statements for Keen Point International Inc., within 120 days of each fiscal year end.
- Provide annual Notice to Reader financial statements for Keen Point International, Inc., within 120 days of each fiscal year end.
- Provide annual Notice to Reader financial statements for Certus Automotive, Inc., within 120 days of each fiscal year end.
- Provide annual Notice to Reader financial statements for Certus Automotive, S.DE R.L. DE C.V., within 120 days of each fiscal year end.
- Provide aged accounts receivable and accounts payable listing for Keen Point International Inc. within 25 days after each month end with uninsured EDC foreign accounts receivable being clearly denoted.
- Provide aged accounts receivable and accounts payable listing for Certus Automotive Inc. within 25 days after each month end with uninsured EDC foreign accounts receivable being clearly denoted.
- Provide the Bank with a Monthly Compliance Certificate for the Borrowing Base Calculation for Keen Point International Inc. and Certus Automotive Inc., to be signed by an authorized signing officer. This Compliance Certificate is to be provided along with the monthly reporting, with related accounts receivables, EDC insured accounts receivables, foreign (outside USA and Canada) uninsured accounts receivables, and contra accounts, to be clearly denoted.
- Borrower to provide annual confirmation of EDC policy.
- Borrower to provide a company prepared business plan including quarterly financial forecasts. To include a consolidated balance sheet, income statement, statement of cash flows, capital expenditure budget, and schedule of booked orders for the coming year. Consolidated to include Keen Point International Inc., Keen Point International, Inc., Certus Automotive Inc., Certus Automotive, Inc., and Certus Automotive, S. DE R.L. DE C.V."
- Borrower to provide quarterly company prepared consolidated financial statements for Keen Point International Inc., Keen Point International, Inc., Certus Automotive Inc., Certus Automotive, Inc. and Certus Automotive, S. DE R.L. DE C.V, within 45 days of fiscal year end. To include a Compliance Certificate with calculation of financial covenants tested quarterly.

**ESTA PAGINA FORMA PARTE DE LA CERTIFICACIÓN**

**DEL ACTA No.**

**82899**



**FINANCIAL  
COVENANTS**

The Borrower Agrees to:

**Maintain a Funded Debt/EBITDA at or below 2.50, at all times.**

Funded Debt is defined as all interest bearing debt, plus all L/C's, L/G's and contingent guarantee obligations.

EBITDA is defined as consolidated earnings before interest, income taxes, depreciations, and amortization.

Quantifiable expenses for the Mexico startup costs in F'17 to be added back to EBITDA, up to a maximum of US \$3,000,000.

AND;

The Borrower Agrees to:

**Maintain a combined\* Debt Service Coverage ratio ("DSC") of not less than 125% to be maintained at all times.**

The DSC is calculated as follows:

**EBITDA\*\* - unfinanced capex – distributions of any kind**  
Principal + Interest

\* Combined Includes: Keen Point International Inc., Keen Point International, Inc., Certus Automotive Inc., and Certus Automotive, Inc.,

\*\* EBITDA is defined as Earnings before interest, taxes, depreciation, and amortization.

Quantifiable expenses for the Mexico startup costs in F'17 to be added back to EBITDA, up to a maximum of US \$3,000,000.

**EVENTS OF DEFAULT**

The Bank may accelerate the payment of principal and interest under any committed credit facility hereunder and cancel any undrawn portion of any committed credit facility hereunder, at any time after the occurrence of any one of the Standard Events of Default contained in Schedule "A" and after any one of the following additional Events of Default:

- The Borrower will allow TD to accelerate payment in the event that any part of the Declaration executed by the Borrower in favour of EDC in connection with the EDC Guarantee is false or misleading at any time.

**AVAILABILITY OF OPERATING LOAN**

The Operating Loan is uncommitted, made available at the Bank's discretion, and is not automatically available upon satisfaction of the terms and conditions, conditions precedent, or financial tests set out herein. The occurrence of an Event of Default is not a precondition to the Bank's right to accelerate repayment and cancel the availability of the Operating Loan.


**SCHEDULE "A" - STANDARD TERMS AND CONDITIONS**

Schedule "A" sets out the Standard Terms and Conditions ("Standard Terms and Conditions") which apply to these credit facilities. 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 if you wish to accept this offer of financing (which includes the Standard Terms and Conditions), please do so by signing and returning the attached duplicate copy of this letter to the undersigned. This offer will expire if not accepted in writing and received by the Bank on or before October 25, 2016.

Yours truly,

THE TORONTO-DOMINION BANK



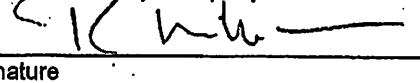
Abd Kabani  
Relationship Manager



Ryan Winslow  
Manager, Commercial Credit

TO THE TORONTO-DOMINION BANK:

Certus Automotive Inc. hereby accepts the foregoing offer this 28 day of 09, 2016. The Borrower confirms that, except as may be set out above, the credit facilities detailed herein shall not be used by or on behalf of any third party.



Signature

Rob Mollenhauer - President

Print Name & Position

Signature

Print Name & Position

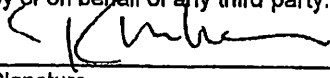
ESTA PAGINA FORMA PARTE DE LA CERTIFICACIÓN

DEL ACTA No.

82899



Keen Point International Inc. hereby accepts the foregoing offer this 28 day of 09, 2016.  
The Borrower confirms that, except as may be set out above, the credit facilities detailed herein shall not be used by or on behalf of any third party.

  
\_\_\_\_\_  
Signature

President - Rob Mollenhauer  
\_\_\_\_\_  
Print Name & Position

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name & Position

**cc. Guarantor**

The Bank is providing the guarantor(s) with a copy of this letter as a courtesy only. The delivery of a copy of this letter does not create any obligation of the Bank to provide the guarantor(s) with notice of any changes to the credit facilities, including without limitation, changes to the terms and conditions, increases or decreases in the amount of the credit facilities, the establishment of new credit facilities or otherwise. The Bank may, or may not, at its option, provide the guarantor(s) with such information, provided that the Bank will provide such information upon the written request of the guarantor.

**SCHEDULE A**  
**STANDARD TERMS AND CONDITIONS**

**1. 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 US\$ 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.

LIBOR means the rate of interest per annum (based on a 360 day year) as determined by the Bank (rounded upwards, if necessary to the nearest whole multiple of 1/16th of 1%) at which the Bank may make available United States dollars which are obtained by the Bank in the Interbank Euro Currency Market, London, England at approximately 11:00 a.m. (Toronto time) on the second Business Day before the first day of, and in an amount similar to, and for the period similar to the interest period of, such advance.

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.

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.

**2. 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 the subject loan is outstanding unless otherwise provided in the Rate and Payment Terms Notice. 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 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 CDN\$ B/As or US\$ B/As as the case may be, for the specified term of the B/A less the B/A Stamping Fee.

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

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 on Fixed Rate Term Loans is compounded monthly and 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.

**ESTA PAGINA FORMA PARTE DE LA CERTIFICACIÓN**

**DEL ACTA No.**

**82899**





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 21% per annum, 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.

### **3. 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 the section of the Agreement titled "Business Credit Services Agreement", if that section of the Agreement has not been deleted. The Borrower shall provide the Bank with 3 Business Days' notice of a requested Prime Based Loan or USBR 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. In no event shall the term of the B/A exceed the Contractual Term Maturity Date. 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 shall pay to the Bank the full amount of the B/A at the maturity date 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.

#### **LIBOR**

The Borrower shall advise the Bank of the requested LIBOR contract maturity period. The Bank shall have the discretion to restrict the LIBOR contract maturity. In no event shall the term of the LIBOR contract exceed the Contractual Term Maturity Date. The minimum amount of a drawdown by way of a LIBOR 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 LIBOR 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 - Prime Conversion**

The Borrower will provide the Bank with at least 3 Business Days' notice of its intention either to convert a B/A to a Prime Based Loan or vice versa, failing which, the Bank may decline to accept such additional B/As or may charge interest on the amount of Prime Based Loans resulting from maturity of B/As 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.

#### **Cash Management**

The Bank may, and the Borrower hereby authorizes the Bank to, drawdown under the Operating Loan 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 Operating Loan even if the drawdown results in amounts outstanding in excess of the Credit Limit.

#### **Notice**

Prior to each drawdown and at least 10 days prior to each Rate Term Maturity, the Borrower will advise the Bank of its selection of drawdown options from those made available by the Bank. The Bank will, after each

drawdown, other than drawdowns by way of BA, LIBOR Loan or under the operating loan, send a Rate and Payment Terms Notice to the Borrower.

**4. PREPAYMENT**

**Fixed Rate Term Loans**

**10% Prepayment Option Chosen.**

- (a) 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.
- (b) 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 Interest Rate Differential, being the amount by which:
    - a. the total amount of 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 calculated for the period of time from the prepayment date until the Rate Term Maturity Date for the Fixed Rate Term Loan being prepaid (the "Remaining Term"), exceeds
    - b. the total amount of 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 a fixed rate term loan that the Bank would make to a borrower for a comparable facility on the prepayment date, calculated for the Remaining Term.

**10% Prepayment Option Not Chosen.**

- (c) 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 Interest Rate Differential, being the amount by which:

**ESTA PAGINA FORMA PARTE DE LA CERTIFICACIÓN**

**DEL ACTA No.**

**82899**



- a. the total amount of interest on the amount of the prepayment using the interest rate applicable to the Fixed Rate Term Loan being prepaid calculated for the period of time from the prepayment date until the Rate Term Maturity Date for the Fixed Rate Term Loan being prepaid (the "Remaining Term"), exceeds
- b. the total amount of interest on the amount of the prepayment using the interest rate applicable to a fixed rate term loan that the Bank would make to a borrower for a comparable facility on the prepayment date, calculated for the Remaining Term.

### Floating Rate Term Loans

The Borrower may prepay the whole or any part of the principal outstanding under a Floating Rate Term Loan, at any time without the payment of prepayment charges.

### 5. STANDARD DISBURSEMENT CONDITIONS

The obligation of the Bank to permit any drawdowns 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 a duly executed resolution of the Board of Directors of the Borrower empowering the Borrower to enter into this Agreement;
  - ii) A copy of any necessary government approvals authorizing the Borrower to enter into this Agreement;
  - iii) All of the Bank Security and supporting resolutions and solicitors' letter of opinion required hereunder;
  - iv) The Borrower's compliance certificate certifying compliance with all terms and conditions hereunder;
  - v) all operation of account documentation; and
  - vi) For drawdowns under the Facility by way of L/C or L/G, the Bank's standard form Letter of Credit Indemnity Agreement
- b) The representations and warranties contained in this Agreement are correct.
- c) 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.
- d) The Bank has received the arrangement fee payable hereunder (if any) 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, 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 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.
- 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 Canadian Generally Accepted Accounting Principles consistently applied.
- 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 Workers' Compensation dues are currently paid and up to date.

**7. STANDARD POSITIVE COVENANTS**

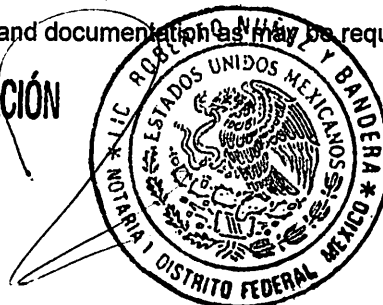
So long as any amounts remain outstanding and unpaid under this Agreement or so long as any commitment under this Agreement remains in effect, the Borrower will, and will ensure that its subsidiaries and each of the Guarantors will:

- a) Pay all amounts of principal, interest and fees on the dates, times and place specified herein, under the Rate and Payment Terms Notice, 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 will result in a material adverse change in the financial condition, business, operations, or prospects of the Borrower 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.
- h) Maintain property, plant and equipment in good repair and working condition.
- i) 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, or prospects of the Borrower.
- j) Provide such additional security and documentation as may be required from time to time by the Bank or its solicitors.

**ESTA PAGINA FORMA PARTE DE LA CERTIFICACIÓN**

**DEL ACTA No.**

**82899**



- k) Continue to carry on the business currently being carried on by the Borrower its subsidiaries and each of the Guarantors at the date hereof.
- l) Maintain adequate insurance on all of its assets, undertakings, and business risks.
- m) 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 and
- n) Comply with all applicable laws.

**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 assets or undertakings, now owned or hereafter acquired, 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 assets (including, without limitation, shares of stock and indebtedness of subsidiaries, receivables and leasehold interests), except for inventory disposed of in the ordinary course of business.
- e) Terminate or enter into a surrender of any lease of any 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, its subsidiaries and each of the Guarantors is being operated in compliance with applicable laws and regulations respecting the discharge, omission, 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.

The Borrower hereby indemnifies the Bank, its officers, directors, employees, agents and shareholders, and agrees to hold each of them harmless from all loss, claims, damages and expenses (including legal and audit expenses) which may be suffered or incurred in connection with the indebtedness under this Agreement or in connection with the Bank Security.

**10. STANDARD EVENTS OF DEFAULT**

The Bank may accelerate the payment of principal and interest under any committed credit facility hereunder and cancel any undrawn portion of any committed credit 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 the 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 the 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 by an encumbrancer against the Borrower, any of its subsidiaries, or any of the Guarantors to take possession of property or enforce proceedings against any assets.
- 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 in the financial condition, business operations or prospects of the Borrower, any of the Borrower's subsidiaries, or any of the Guarantors.

**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 B/As and LIBOR Loans and the amount of all drawn and undrawn L/Gs and L/Cs. All cost to the Bank of unwinding LIBOR 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 the Operating Loan (and any other uncommitted facility) hereunder and cancel any undrawn portion of the Operating Loan (and any other uncommitted facility) hereunder, at any time whether or not an Event of Default has occurred.

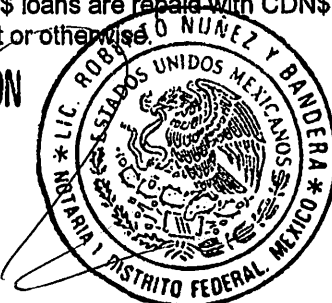
**12. CURRENCY INDEMNITY**

US\$ loans must be repaid with US\$ and CDN\$ loans must be repaid with CDN\$ and the Borrower shall indemnify the Bank for any loss suffered by the Bank if US\$ loans are repaid with CDN\$ or vice versa, whether such payment is made pursuant to an order of a court or otherwise.

**ESTA PAGINA FORMA PARTE DE LA CERTIFICACION**

**DEL ACTA No.**

**82899**



### **13. 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.

### **14. REPRESENTATION**

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

### **15. 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 the Operating Loan (and any other uncommitted facility) 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.

### **16. 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.

### **17. EXPENSES**

The Borrower shall pay, within 5 Business Days following notification, all fees and expenses (including but not limited to all legal fees) incurred by the Bank in connection with the preparation, registration and ongoing administration 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 all outside counsel fees and expenses and all in-house legal fees and expenses, if in-house counsel are used, and all outside professional advisory fees and expenses. 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 its 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 the registration fee 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 its 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 Operating 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.

**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 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.

**19. 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.

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 true indebtedness secured by the chattel mortgage.

**20. ENTIRE AGREEMENTS**

This Agreement replaces any previous letter agreements dealing specifically with terms and conditions of the credit facilities described in the Letter. 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 Facilities described in this Agreement.

**21. 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.

**22. RELEASE OF INFORMATION**

The Borrower hereby irrevocably authorizes and directs the Borrower's 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.

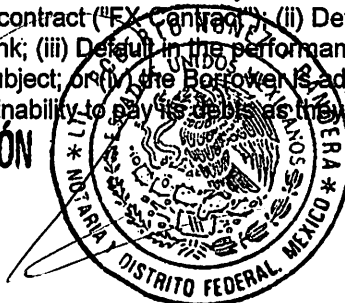
**23. FX CLOSE OUT**

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

**ESTA PAGINA FORMA PARTE DE LA CERTIFICACIÓN**

**DEL ACTA No.**

**82899**





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.

#### **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 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 Bank's noon spot rate of exchange for the conversion of such currency.

#### **25. LIMITATION ACT**

The Borrower and the Bank hereby agree that the limitation period for commencement of any court action or proceeding against the Borrower with respect to demand loans shall be six (6) years rather than the period of time that is set out in the applicable limitation legislation.

#### **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. 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 acknowledgement 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) 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

#### **27. DEFINITIONS**

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

"All-In Rate" means the greater of the Interest Rate that the Borrower pays for Prime Based Loans (which for greater certainty includes the percent per annum added to the Prime Rate) or the highest fixed rate paid for Fixed Rate Term Loans.

**"Agreement"** means the agreement between the Bank and the Borrower set out in the Letter and this Schedule "A" - Standard Terms and Conditions.

**"Business Day"** means any day (other than a Saturday or Sunday) that the Branch/Centre is open for business.

**"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.

**"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 Payments Terms Notice.

**"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.

**"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.

**"Fixed Rate Term Loan"** means any drawdown in Canadian dollars under a Credit Facility at an interest rate which is fixed for a Rate Term at such rate as is determined by the Bank as its sole discretion.

**"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 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.

**"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).

**"Purchase Money Security Interest"** means a security interest on equipment which is granted to a lender or to the seller of such equipment in order to secure the purchase price of such equipment or a loan to acquire such equipment, provided that the amount secured by the security interest does not exceed the cost of the equipment, 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 may never exceed the Contractual Term Maturity Date.

**ESTA PAGINA FORMA PARTE DE LA CERTIFICACIÓN**

**DEL ACTA No.**

**82899**



**"Rate and Payment Terms Notice"** means the notice sent by the Bank setting out the interest rate and payment terms for a particular drawdown.

**"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.

**"US\$ 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 Bank's noon spot rate of exchange for Canadian Dollars to United States Dollars established by the Bank for the day in question.

ESTA PAGINA FORMA PARTE DE LA CERTIFICACIÓN

DEL ACTA No.

82899



**ANEXO "B"**  
**RELACIÓN DE LOS BIENES**  
**PIGNORADOS**

**APPENDIX "B"**  
**LIST OF THE PLEDGED ASSETS**

*[agregar hoja de excel con la relación  
de bienes pignorados]*

*[Include Excel sheet with the list of the Pledged  
Assets]*

*R.*

*R.*

ESTA PAGINA FORMA PARTE DE LA CERTIFICACIÓN

DEL ACTA No.

82899



ESTA PAGINA FORMA PARTE DE LA CERTIFICACIÓN

DEL ACTA No.

82899



# CERTUS MEXICO

## Activo Fijo

	CAPITALIZADO	POR CAPITALIZAR	TOTAL	TOTAL BALANZA	DIFFERENCIA
Maquinaria y Equipo	26,472,209.18	4,634,865.88	31,107,075.062	31,107,075.05	0.01
Equipo de Transporte	595,603.45		595,603.450	595,603.45	-
Mobiliario y Equipo	3,960,001.26	615,149.76	4,575,151.020	4,575,151.02	-
Equipo de Computo	625,274.58	1,110,453.69	1,735,728.270	1,735,728.27	0.00
Material y Equipo de Transportacion	-	574,716.00	574,716.000	574,716.00	-
<b>TOTAL</b>	<b><u>31,653,088.47</u></b>	<b>6,935,185.33</b>	<b>38,588,273.80</b>	<b>38,588,273.79</b>	<b>0.01</b>



**ANEXO "C"**  
**UBICACIÓN DE LOS BIENES**  
**PIGNORADOS**

**APPENDIX "C"**  
**LOCATION OF THE PLEDGED ASSETS**

El Deudor Prendario declara y garantiza que The Pledgor declares and guarantees that the los Bienes Pignorados se encuentran Pledged Assets are located in Carretera Estatal localizados en Carretera Estatal 200 200 Querétaro-Tequisquiapan, Km 24+200, Lote Querétaro-Tequisquiapan, Km 24+200, Lote 16<sup>a</sup>, Municipio de Colón, Querétaro, México, C.P. 16<sup>a</sup>, Municipio de Colón, Querétaro, México, 76,295  
C.P. 76,295



ESTA PAGINA FORMA PARTE DE LA CERTIFICACIÓN

DEL ACTA No.

82899





## Registro Único de Garantías Mobiliarias

### Boleta de Inscripción.

Con fundamento en los artículos 33 Bis, fracción II, y 34 del Reglamento del Registro Público de Comercio se expide el presente documento de los actos realizados el día y hora señalados en el sello digital de tiempo. Los actos que constan en este documento quedaron inscritos de la siguiente manera:

DATOS DEL ASIENTO	
Número de Asiento / Cadena Única de Datos:	8356154
Número de Garantía Mobiliaria:	4537718
Fecha y Hora:	24/04/2018 - 17:39:55 * ZULU GMT / UTC
Vigencia:	18 meses
Inscrito en el folio mercantil No:	R20170621ANGC
DATOS DEL OTORGANTE	
Nombre, Denominación o Razón Social:	CERTUS AUTOMOTIVE INC.
Folio Electrónico:	R20170621ANGC
El Otorgante de la Garantía Mobiliaria es Deudor:	NO
DATOS DEL ACREEDOR	
Nombre, Denominación o Razón Social:	THE TORONTO DOMINION BANK
Teléfono:	013316045728
Extensión:	N/A
Correo electrónico:	carlos.murillo@gisr.com
Domicilio para efectos del RUG:	Bld. Puerta de Hierro 5210 Piso 1-B PUERTA DE HIERRO ZAPOPAN C.P. 45116, JALISCO
DATOS DE LOS ACREEDORES ADICIONALES	
N/A	
DATOS DE LOS DEUDORES	
N/A	
DATOS DE LA GARANTÍA MOBILIARIA	
Tipo de Garantía Mobiliaria:	Prenda sin Transmisión de Posesión
Fecha de celebración del Acto Contractual o del otorgamiento de los derechos de retención o privilegios especiales:	15/03/2018
Monto Máximo Garantizado y Moneda:	\$ 10000000 Dólar Canadiense

Tipo de Bien(es) Mueble(s) objeto de la Garantía  
Mobiliaria:

Maquinaria y equipo.

DESCRIPCIÓN DE LOS BIENES MUEBLES OBJETO DE LA GARANTÍA MOBILIARIA

CERTUS MEXICO Activo Fijo Equipo de Transporte EQUIPO DE TRANSPORTE 1 MXQRGTR001 3376098 USD MXN A-5827 26/11/2016 FAME CORREGIDORA SA DE CV MINIVAN ODYSSEY TOURING serie:5KBR5890GB802821 595,603.45 TOTAL EQUIPO DE TRANSPORTE - 595,603.45 TOTAL EQUIPO DE TRANSPORTE 595,603.45 CERTUS MEXICO 100-610209-100 Activo Fijo Maquinaria y Equipo EPICCOR ORACLE MOI MAQUINARIA Y EQUIPO 1 Proyecto MXPL-2016-023 3374216 USD MXN A-825 14/09/2016 ATL TECNOLOGIA SA DE CV 15% ANTICIPO POR SISTEMA DE TRATAMIENTO DE AGUA STAR 75 DE ACUERDO CON PROPUESTA US16031E 62,871.00 1,198,610.47 F-6379 19/09/2016 INOVA, S.A DE C.V. 15% DP WATER TREATMENT PLANT 41,205.00 792,269.14 A-839 29/09/2016 ATL TECNOLOGIA SA DE CV 15% COMPLEMENTO ANTO SISTEMA DE TRATAMIENTO DE AGUAS STAR 75 SISTEMA GPM 1,743.75 34,010.80 A-840 29/09/2016 ATL TECNOLOGIA SA DE CV 30% CONTRA ENVIO DE DIBUJOS POR SISTEMA DE TRATAMIENTO DE AGUA STAR 75 SISTEMA GPM 129,229.50 2,520,543.86 F-6471 11/10/2016 INOVA, S.A DE C.V. 30% DP WATER TREATMENT PLANT 82,410.00 1,590,463.55 A-940 06/12/2016 ATL TECNOLOGIA SA DE CV 40% EN EL ENVIA&#147; DEL EQUIPO POR SISTEMA DE TRATAMIENTO DE AGUA STAR 75 DE ACUERDO CON PROPUESTA US16031E 172,306.00 3,552,070.96 F-6737 29/12/2016 INOVA, S.A DE C.V. 35% DP WATER TREATMENT PLANT 96,145.00 1,990,701.46 F-6897 16/02/2017 INOVA, S.A DE C.V. CONSUMIBLES PARA INSTALACION DE PLANTA DE TRATAMIENTO DE AGUA 3,927.80 79,933.52 A-497 10/03/2017 ANA EMMA GARCIA GARCIA PUESTA EN MARCHA UNIDAD OSMOSIS DE LA PLANTA TRATADORA DE AGUA 126,680.00 A-556 19/07/2017 ANA EMMA GARCIA GARCIA materials for Start-up service of the treatment system to generate water DI AND RO 217,520.39 A-658 19/07/2017 ANA EMMA GARCIA GARCIA materials for Start-up service of the treatment system to generate water DI AND RO 108,760.19 A-659 19/07/2017 ANA EMMA GARCIA GARCIA MATERIALS FOR START-UP SERVICE OF THE TREATMENT 108,760.19 TOTAL MAQUINARIA Y EQUIPO 589,838.05 12,320,324.53 EPICCOR ORACLE MAQUINARIA Y EQUIPO 2 Proyecto MXPL-2016-003 3374274 USD MXN B-1342 20/10/2016 TERMODINAMICA ENICA SA DE CV 15% ANTICIPO CALDERA 453,750.00 B-1349 03/11/2016 TERMODINAMICA ENICA SA DE CV 35% ANTICIPO CALDERA 1,058,750.00 B-1378 13/12/2016 TERMODINAMICA ENICA SA DE CV 40% ANTICIPO CALDERA 1,210,000.00 B-1435 06/03/2017 TERMODINAMICA ENICA SA DE CV 10% SALDO 302,500.00 579 04/03/2017 CONSTRUCCIONES ELECTROMECANICAS Y SERVICIOS INDUSTRIALES SA DE CV SUMINISTRO COT 008/2017 335,473.19 581 04/03/2017 CONSTRUCCIONES ELECTROMECANICAS Y SERVICIOS INDUSTRIALES SA DE CV SUMINISTRO COT 036/2017 343,618.45 B-1417 07/02/2017 TERMODINAMICA ENICA SA DE CV EXPANSION DE TANQUE PARA CALDERA 145,512.00 B-1432 23/02/2017 TERMODINAMICA ENICA SA DE CV CABEZAL DE DISTRIBUCION DE AGUA 578,775.00 TOTAL MAQUINARIA Y EQUIPO - 4,428,378.64 EPICCOR ORACLE MAQUINARIA Y EQUIPO 3 Proyecto MXPL-2016-001 USD MXN 606 21/04/2017 CONSTRUCCIONES ELECTROMECANICAS Y SERVICIOS INDUSTRIALES S.A. DE C.V. ANTICIPO 120,003.33 607 02/05/2017 CONSTRUCCIONES ELECTROMECANICAS Y SERVICIOS INDUSTRIALES S.A. DE C.V. SUMINISTRO 50 % 120,003.33 609 02/05/2017 CONSTRUCCIONES ELECTROMECANICAS Y SERVICIOS INDUSTRIALES S.A. DE C.V. SUMINISTRO 13% 295,506.51 738 03/05/2017 PROCENSA SA DE CV 3000 amp board 451,647.00 929 15/05/2017 JOSE DE JESUS MONGE ACOSTA SUPPLY OF MATERIALS AND HANDS OF WORK FOR THE PNEUMATIC AND PIPELINE INSTALLATION INPVC OF 7 DIAPHRAGM PUMPS FOR CHROME LINE CARCASS 86,500.00 A3554 02/03/2017 TAPIA ELORRIAGA HECTOR SAUL TRABAJOS DE HERRERIA PARA LINEA DE PLATINADO 152,679.78 A-3609 12/04/2017 HECTOR SAUL TAPIA ELORRIAGA Supply manufacturing and installation of multi-panel in structure of waste rooms 378,301.79 B-213 23/12/2016 GERARDO ANGELES LOPEZ COPPER PREPARATION 120 - 8 HOUR WORKING DAYS SUPPORTING EKD 115,086.21 B-217 30/12/2016 GERARDO ANGELES LOPEZ COPPER PREPARATION 120 - 8 HOUR WORKING DAYS SUPPORTING EKD 99,786.21 B-218 01/03/2017 GERARDO ANGELES LOPEZ COPPER PREPARATION FOR PLATINUM LINE 115,248.00 B-222 01/03/2017 GERARDO ANGELES LOPEZ SERVICIO DE PERSONAL PARA PREPARACION DE INSTALACION DE LINEA DE PLATINADO 220,892.00 B-223 01/03/2017 GERARDO ANGELES LOPEZ SERVICIO DE PERSONAL PARA PREPARACION DE INSTALACION DE LINEA DE PLATINADO 301,840.00 B-230 01/03/2017 GERARDO ANGELES LOPEZ SERVICIO DE PERSONAL PARA PREPARACION DE INSTALACION DE LINEA DE PLATINADO 420,723.00 B-3215 23/12/2016 MOCE INGENIERIA SA DE CV ADDITIONAL TECHNICAL EMPLOYEES FOR HEKEDA 4,500.00 CFDIV-1009875 01/05/2017 EXACOLOR LABORATORIOS SA DE CV spectofotometer guide sphere glass 14,432.00 275,174.94 LT-88859 05/04/2017 LAB TECH INSTRUMENTACION S.A. DE C.V. HORNO DE CONVECCION MECANICA CON CONTROL DIGITAL FE-295AD 82,214.00 PA-5770 03/04/2017 IND. ELECTROMECANICA PARRA S.A. DE C.V. Servicio de Colocaci #xF3n de Aislamiento provisional para puesta en marcha de 10 tinas incluye: Pruebas de continuidad entre la estructura-barras y entre barra-barra- Personal Operativo con Supervisor 44,800.00 FD-1117 07/10/2017 AK CORPORACION plug in capacity 315 amp REFERENCIA CERTUS AUTO PLUG IN 20,477.09 369,158.93 FP-2754 07/03/2017 AK CORPORACION GES71344B510AB0 MODULO ELECTRONICO PARA ET 200S 2/4 EA 57,058.40 57,058.40 FP-2753 07/03/2017 AK CORPORACION GES71344B510AB0 MODULO ELECTR. PARA ET 200S 8DI DC 24V 118,599.20 B-1487 18/06/2017 TERMODINAMICA ENICA SA DE CV Air pressure switch LGW 50 A2P 2.5 - 50 MBAR-691373-139,887.50 611 01/06/2017 CONSTRUCCIONES ELECTROMECANICAS Y SERVICIOS INDUSTRIALES S.A. DE C.V. 4 habitaculos de 3.00 m x 2.5 x 3.00 mts a base de panel de 1 1/2 343,618.45 417922 10/06/2017 HERRAMENTAL MONTERREY S.A 515-556-2 MAESTRO PARA CALIBRADOR 600 MM GPOJ MITUTOYO 4,962.84 90,296.81 A-530 12/06/2017 MOLDE DE ESPUMA ENCAPSULADA SA DE CV MXGL-2016-009 PARILLA METALICA PARA RACK; SUMINISTRO E INSTALACION DE PARILLA-METALICA. 97,600.00 A-532 29/06/2017 MOLDE DE ESPUMA ENCAPSULADA SA DE CV Compra de rack de 8 posiciones para muestras de ingenieria MOD HIGH RACK 240 750.00 13,489.65 1825 13/06/2017 IGNACIO JAVIER ARGUELLES FERNANDEZ MANUFACTURE ASSEMBLY AND FIXATION OF HIGH 7.5M STRUCTURE WITH THREE COLUMNS FROM THE FLOOR OF THE PLANT FOR FIXING PIPES AND OTHER ELEMENTS MADE OF STAINLESS STEEL STEEL PTR 2" X 2" WITH PLATES AND STAPLES. GENERAL DIMENSIONS 9.0m HEIGHT 180,400.00 744 16/06/2017 PROCENSA SA DE CV 3000 amp board 301,098.00 CFDIV-1010304 19/06/2017 EXACOLOR LABORATORIOS SA DE CV Cabina de Iluminacion tipo Booth Modelo: CMB-2540 4,970.00 90,033.54 A-450. 21/06/2017 ALBERTO RANGEL GARCIA ENHANCEMENT OF EXPANSION TANK FOR POWERMASTER BOILERS. 87,650.00 Q-137340 24/07/2017 LUIS BORIOLI SA DE CV Bomba de doble diafragma Marca Versamatic 3,774.00 66,143.12 20 27/07/2017 DUNNAGESTONE SA DE CV NUMERO DE PROYECTO MXRC2016-001; CELDADO DE PLASTICO CORRUGADO CON FORRO DE 60X (MTNA) 88,140.00 TOTAL MAQUINARIA Y EQUIPO 225,023.53 5,328,079.70 EPICCOR ORACLE MAQUINARIA Y EQUIPO 4 Proyecto MXPL-2016-002 USD MXN A-767 23/01/2017 MAPROME S DE RL DE CV 50% TANQUE 1000000 LITROS 61,440.00 1,339,392.00 A-768 23/01/2017 MAPROME S DE RL DE CV 50% TANQUE 300000 LITROS 25,072.21 547,384.00 A-801 01/04/2017 MAPROME S DE RL DE CV SERVICIO 30,720.47 589,003.66 A-802 01/04/2017 MAPROME S DE RL DE CV SERVICIO 12,536.11 240,354.89 TOTAL MAQUINARIA Y EQUIPO 129,768.79 2,716,134.55 EPICCOR ORACLE MAQUINARIA Y EQUIPO 5 Proyecto MXBL-2016-001 USD MXN 711 03/03/2017 PROCENSA SA DE CV ANTICIPO DEL 60% TRANSFORMADOR SECO 112.5 KVA - 6 PZATRANSFORMADOR SECO 150 KVA 263,775.00 716 08/03/2017 PROCENSA SA DE CV FINQUITO DEL 40% TRANSFORMADOR SECO 112.5 KVA - 6 PZATRANSFORMADOR SECO 150 KVA 175,850.00 TOTAL MAQUINARIA Y EQUIPO - 439,625.00 EPICCOR ORACLE MAQUINARIA Y EQUIPO 6 Proyecto MXGL-2016-010 A-1110 15/06/2017 ATL TECNOLOGIA SA DE CV 15% CONTRA ARRANQUE 64,614.75 1,167,750.07 TOTAL MAQUINARIA Y EQUIPO 64,614.75 1,167,750.07 EPICCOR ORACLE MAQUINARIA Y EQUIPO 7 MXIN-2016-016 WASTE MANAGEMENT USD MXN B-159 01/05/2017 HAITIAN HUA YUAN MEXICO MACHINERY S DE RL DE CV ANTICIPO 50% RELAY O MRS 24VDC/CE 4,010.00 71,916.69 TOTAL MAQUINARIA Y EQUIPO 4,010.00 71,916.69 TOTAL MAQUINARIA Y EQUIPO 26,472,209.18 - MAQUINARIA Y EQUIPO POR CAPITALIZAR Q-137450 01/08/2017 LUIS BORIOLI SA DE CV Bomba de doble diafragma Marca Versamatic Q-137340 01/08/2017 LUIS BORIOLI SA DE CV Bomba de doble diafragma Marca Versamatic 820.85 757.01/08/2017 PROCENSA SA DE CV SISTEMA PROVISIONAL - TRANSFORMADOR SECO 75 KVA PARA TABLEROS DE ALIMENTACION PROVISIONAL EN 220/110 VCA EN SERVICIOS AUXILIARES PARA INSTALACION. PARTE 2 28,935.00 FE-20011 14/08/2017 SERVICIO DE MEDICION + CONTROL SA DE CV FLK-TISSO 9HZ/MX Thermographic camera 450°C 9Hz (Fluke) Project Num MXGL-2016-012 79,007.01 FAE-00409 14/08/2017 SOLUCIONES ELECTRONEUMATICAS INTEGRADAS DE MEXICO SA DE CV ABRAZADERA UNICANAL GRANDE 150 MM 4,160.00 FAE-00409 14/08/2017 SOLUCIONES ELECTRONEUMATICAS INTEGRADAS DE MEXICO SA DE CV ABRAZADERA UNICANAL PVC HW 100 MM 470.00 FAE-00409 14/08/2017 SOLUCIONES ELECTRONEUMATICAS INTEGRADAS DE MEXICO SA DE CV ABRAZADERA UNICANAL PVC HW 100 MM 304 X090 M16 POR 2 MTS 470.00 FAE-00409 14/08/2017 SOLUCIONES ELECTRONEUMATICAS INTEGRADAS DE MEXICO SA DE CV ANCLOR ARPON DE 9.5 X 90 MM (3/8 X 3 1/2) 300.00 FAE-00409 14/08/2017 SOLUCIONES ELECTRONEUMATICAS INTEGRADAS DE MEXICO SA DE CV INDUX REMACHE POP # 612 ( 3/16-7/8) 400.00 FAE-00409 14/08/2017 SOLUCIONES ELECTRONEUMATICAS INTEGRADAS DE MEXICO SA DE CV RONDANA PRESION INOXIDABLE-304 MM-16 4,556.00 FAE-00409 14/08/2017 SOLUCIONES ELECTRONEUMATICAS INTEGRADAS DE MEXICO SA DE CV RONDANA DE PRESION INOXIDABLE-304 MM 12 150.00 FAE-00409 14/08/2017 SOLUCIONES ELECTRONEUMATICAS INTEGRADAS DE MEXICO SA DE CV RONDANA PLANA GALVANIZADA 1/2 64.00 FAE-00409 14/08/2017 SOLUCIONES ELECTRONEUMATICAS INTEGRADAS DE MEXICO SA DE CV RONDANA PLANA GALVANIZADA 3/4 500.00 FAE-00409 14/08/2017 SOLUCIONES ELECTRONEUMATICAS INTEGRADAS DE MEXICO SA DE CV RONDANA PLANA INOSIDABLE-304 MM16 2,400.00 FAE-00409 14/08/2017 SOLUCIONES ELECTRONEUMATICAS INTEGRADAS DE MEXICO SA DE CV RONDANA PLANA INOXIDABLE -3047 MM 12 4,000.00 FAE-00409 14/08/2017 SOLUCIONES ELECTRONEUMATICAS INTEGRADAS DE MEXICO SA DE CV RONDANA PLANA INOXIDABLE -304MM 12 200.00 FAE-00409 14/08/2017 SOLUCIONES ELECTRONEUMATICAS INTEGRADAS DE MEXICO SA DE CV RONDANA PRESION GALVANIZADA 1/2 32.00 FAE-00409 14/08/2017 SOLUCIONES ELECTRONEUMATICAS INTEGRADAS DE MEXICO SA DE CV RONDANA PRESION GALVANIZADA 3/4 200.00 FAE-00409 14/08/2017 SOLUCIONES ELECTRONEUMATICAS INTEGRADAS DE MEXICO SA DE CV RONDANA PRESION GALVANIZADA 3/4 1,160.00 FAE-00409 14/08/2017 SOLUCIONES ELECTRONEUMATICAS INTEGRADAS DE MEXICO SA DE CV RONDANA PRESION INOXIDABLE-304 MM12 3,795.00 FAE-00409 14/08/2017 SOLUCIONES ELECTRONEUMATICAS INTEGRADAS DE MEXICO SA DE CV RONDANA PRESION INOXIDABLE-304 MM16 1,600.00 FAE-00409 14/08/2017 SOLUCIONES ELECTRONEUMATICAS INTEGRADAS DE MEXICO SA DE CV TORNILLO HEXAGONAL INOXIDABLE 304 M 12-1.75 X 40 5,200.00 FAE-00409 14/08/2017 SOLUCIONES ELECTRONEUMATICAS INTEGRADAS DE MEXICO SA DE CV TORNILLO HEXAGONAL INOXIDABLE 304 M 12-1.75 X 60 6,800.00 FAE-00409 14/08/2017 SOLUCIONES ELECTRONEUMATICAS INTEGRADAS DE MEXICO SA DE CV TORNILLO HEXAGONAL INOXIDABLE-304 M 12-\*1.75 X 40 5,200.00 FAE-00409 14/08/2017 SOLUCIONES ELECTRONEUMATICAS INTEGRADAS DE MEXICO SA DE CV TORNILLO HEXAGONAL INOXIDABLE-304 M 12-\*1.75 X 60 6,800.00 FAE-00409 14/08/2017 SOLUCIONES ELECTRONEUMATICAS INTEGRADAS DE MEXICO SA DE CV TORNILLO HEXAGONAL INOXIDABLE-304 M 12-1.75 X 100 4,080.00 FAE-00409 14/08/2017 SOLUCIONES ELECTRONEUMATICAS INTEGRADAS DE MEXICO SA DE CV TORNILLO HEXAGONAL INOXIDABLE-304 M 8-1.25 X 25 400.00 FAE-00409 14/08/2017 SOLUCIONES ELECTRONEUMATICAS INTEGRADAS DE MEXICO SA DE CV TORNILLO HEXAGONAL INOXIDABLE-304 M 8-1.25 X 40 500.00 FAE-00409 14/08/2017 SOLUCIONES ELECTRONEUMATICAS INTEGRADAS DE MEXICO SA DE CV TORNILLO HEXAGONAL INOXIDABLE-304 M12-1.75 X70 12,529.00 FAE-00409 14/08/2017 SOLUCIONES ELECTRONEUMATICAS INTEGRADAS DE MEXICO SA DE CV TORNILLO HEXAGONAL INOXIDABLE-304 M 8-1.25 X 30 450.00 FAE-00409 14/08/2017 SOLUCIONES ELECTRONEUMATICAS INTEGRADAS DE MEXICO SA DE CV TORNILLO HEXAGONAL INOXIDABLE-304 M 8-1.25 X 80 32,000.00 FAE-00409 14/08/2017 SOLUCIONES ELECTRONEUMATICAS INTEGRADAS DE MEXICO SA DE CV TORNILLO MAQ GALVANIZADO 3/4 X 3 1/2 2,040.00 FAE-00409 14/08/2017 SOLUCIONES ELECTRONEUMATICAS INTEGRADAS DE MEXICO SA DE CV TORNILLO MAQ GALVANIZADO 3/4" X 3 1/2 2,040.00 FAE-00409 14/08/2017 SOLUCIONES ELECTRONEUMATICAS INTEGRADAS DE MEXICO SA DE CV TUERCA HEXAGONAL INOXIDABLE 16 MM-2.00 3,458.00 FAE-00409 14/08/2017 SOLUCIONES

ELECTRONEUMATICAS INTEGRADAS DE MEXICO SA DE CV TUERCA HEXAGONAL INOXIDABLE MM 16-2.00 5,600.00 FAE-00409 14/08/2017 SOLUCIONES  
ELECTRONEUMATICAS INTEGRADAS DE MEXICO SA DE CV TUERCA HEXAGONAL INOXIDABLE MM. 12-1.75 400.00 FAE-00409 14/08/2017 SOLUCIONES  
ELECTRONEUMATICAS INTEGRADAS DE MEXICO SA DE CV TUERCA HEXAGONAL INOXIDABLE MM. 16- 2.00 3,500.00 FAE-00409 14/08/2017 SOLUCIONES  
ELECTRONEUMATICAS INTEGRADAS DE MEXICO SA DE CV TUERCA HEXAGONAL INOXIDABLE MM12-1.75 1,200.00 FAE-00409 14/08/2017 SOLUCIONES  
ELECTRONEUMATICAS INTEGRADAS DE MEXICO SA DE CV TUERCA HEXAGONAL LIV GALVANIZADA 1/2 48.00 FAE-00409 14/08/2017 SOLUCIONES  
ELECTRONEUMATICAS INTEGRADAS DE MEXICO SA DE CV TUERCA HEXAGONAL LIV NC GALVANIZADA 1/2 48.00 FAE-00409 14/08/2017 SOLUCIONES  
ELECTRONEUMATICAS INTEGRADAS DE MEXICO SA DE CV TUERCA HEXAGONAL LIV NC GALVANIZADA 3/4 450.00 FAE-00409 14/08/2017 SOLUCIONES  
ELECTRONEUMATICAS INTEGRADAS DE MEXICO SA DE CV TUERCA HEXAGONAL LIV NC GALVANIZADA 3/4" 1,080.00 FAE-00409 14/08/2017 SOLUCIONES  
ELECTRONEUMATICAS INTEGRADAS DE MEXICO SA DE CV TUERCA HEXAGONAL LIV. NC GALVANIZADA 3/4" 450.00 FAE-00409 14/08/2017 SOLUCIONES  
ELECTRONEUMATICAS INTEGRADAS DE MEXICO SA DE CV TUERCA HEXAGONAL INOXIDABLE-304 MM 12 16,000.00 FAE-00409 14/08/2017 SOLUCIONES  
ELECTRONEUMATICAS INTEGRADAS DE MEXICO SA DE CV UNICANAL ELECTRICO PERFOVA. 4X4 CM X 3 MTS. C.16 3,220.00 1062 22/08/2017 SERVICIOS  
ESPECIALIZADOS RUICA Rondana plana tipo americana M12 12,504.00 1062 22/08/2017 SERVICIOS ESPECIALIZADOS RUICA Tornillo milimetrico hexagonal M12x110mm rosca completa 100,688.00 1062 22/08/2017 SERVICIOS ESPECIALIZADOS RUICA Tuerca milimetrica hexagonal M12 18,064.00 A-713 23/08/2017 ANA EMMA GARCIA Garcia Arcana filter 153,083.10 A-713 23/08/2017 ANA EMMA GARCIA GARCIA Filter installation service 35,959.37 A-713 23/08/2017 ANA EMMA GARCIA GARCIA activated carbon filter 178,520.00 A-711 23/08/2017 ANA EMMA GARCIA IWT Spare parts. MXGL-2016-010 373,404.00 A-712 23/08/2017 ANA EMMA GARCIA GARCIA FILTRO CARTUCHO DE 2 1/2 X 40 5 MICRAS 5,047.28 A-712 23/08/2017 ANA EMMA GARCIA HOUSING CODELINE PARA 6 MEMBRANAS. 50,523.78 A-712 23/08/2017 ANA EMMA GARCIA GARCIA MEMBRANA 8 X 40 MCA LG ALTO RECHAZO DE SALES 186,702.00 A-712 23/08/2017 ANA EMMA GARCIA GARCIA TAPA PARA PORTAMEMBRANA DE 8 19,920.00 764 04/09/2017 PROCENSA SA DE CV INSTALACION DE GENERADOR TABLEROS GENERALES Y ENLACE/ENLACE DE INTERRUPTOR PRINCIPAL A TAB. DE CONTROL DE EQUIPOS 5 Y 6. 118,988.26 767 20/09/2017 PROCENSA SA DE CV INSTALACION DE GENERADOR TABLEROS GENERALES Y ENLACE/ENLACE DE INTERRUPTOR PRINCIPAL A TAB. DE CONTROL DE EQUIPOS 5 Y 6. 118,988.26 A-227 03/10/2017 ADRIANA SALINAS FERNANDEZ Project number MXIN-2018-021 2 Sets of platofarms with 4 working tables to habilitate 2 stations of load area. 155,520.00 5961 16/10/2017 HYDRO POWER INTERNACIONAL S DE RL DE CV Hydraulic Unit for Ejector Hydraulic of Haitian Machine Project. Num. MXIN-2018-021 103,197.05 B-8179 20/10/2017 INDUSTRIAL PAD PRINTING SUPPLIES, S. DE R.L. M.I Oven DP-1000 for paint resist dry. -1,161.65 B-8179 20/10/2017 INDUSTRIAL PAD PRINTING SUPPLIES, S. DE R.L. M.I Oven DP-1000 for paint resist dry. 67,265.80 B-8180 20/10/2017 INDUSTRIAL PAD PRINTING SUPPLIES, S. DE R.L. M.I Project number MXPT-2018-002 Oven DP-1076 for paint resist dry. -1,161.65 B-8180 20/10/2017 INDUSTRIAL PAD PRINTING SUPPLIES, S. DE R.L. M.I Project number MXPT-2018-002 Oven DP-1076 for paint resist dry. 67,265.80 383 30/10/2017 START SERVICES SA DE CV CARRO ALINEADOR PARA TERMOFUSION DIAMETRO MAXIMO 160 mm CUCHILLAS DE AJUSTE ESCUADRADOR Y ESPEJO 118,700.00 A-1231 31/10/2017 ATL TECNOLOGIA SA DE CV ACTUADOR 2,546.60 A-1231 31/10/2017 ATL TECNOLOGIA SA DE CV CYLINDER GEAR MOTOR 50,338.50 A-1231 31/10/2017 ATL TECNOLOGIA SA DE CV DOUBLE DIAPHRAGM PUMP 1 1/2" 5,744.22 A-1231 31/10/2017 ATL TECNOLOGIA SA DE CV DOUBLE DIAPHRAGM PUMP 2" 5,839.96 A-1231 31/10/2017 ATL TECNOLOGIA SA DE CV FLOW SENSOR 8,673.77 A-1231 31/10/2017 ATL TECNOLOGIA SA DE CV GEAR MOTOR FALNGE 160 14,877.53 A-1231 31/10/2017 ATL TECNOLOGIA SA DE CV GEAR MOTOR FALNGE 200 17,634.76 A-1231 31/10/2017 ATL TECNOLOGIA SA DE CV LOW TURBIDE PH SENSOR 7,812.14 A-1231 31/10/2017 ATL TECNOLOGIA SA DE CV MAGNETIC IMPULSE DOSING PUMP 4GPM 3,772.04 A-1231 31/10/2017 ATL TECNOLOGIA SA DE CV MAGNETIC IMPULSE DOSING PUMP 6GPM 4,365.61 A-1231 31/10/2017 ATL TECNOLOGIA SA DE CV MAGNETIC IMPULSE DOSING PUMP POLYETHYLENE 3,484.83 A-1231 31/10/2017 ATL TECNOLOGIA SA DE CV MAGNETIC IMPULSE DOSING PUMP POLYPROPYLENE 4,020.95 A-1231 31/10/2017 ATL TECNOLOGIA SA DE CV MAGNETIC IMPULSE DOSING PUMP PVC 18,036.85 A-1231 31/10/2017 ATL TECNOLOGIA SA DE CV ORP SENSOR 225 517.34 A-1231 31/10/2017 ATL TECNOLOGIA SA DE CV PH SENSOR 7,812.14 A-1231 31/10/2017 ATL TECNOLOGIA SA DE CV SELF-HEATING CENTRIFUGAL PUMP 2HP 5,284.68 A-1231 31/10/2017 ATL TECNOLOGIA SA DE CV SELF-HEATING CENTRIFUGAL PUMP 1/2 HP 5,169.80 A-1231 31/10/2017 ATL TECNOLOGIA SA DE CV SOLENOID VALVE 3,350.80 A-1231 31/10/2017 ATL TECNOLOGIA SA DE CV SUBMERSIBLE CENTRIFUGAL PUMP 7,754.70 786 31/10/2017 TOSHIBA MACHINE COMPANY AMERICA Servicios de Mantenimiento de Maquinaria IM 43,600.00 787 31/10/2017 TOSHIBA MACHINE COMPANY AMERICA Servicios de Mantenimiento de Maquinaria IM 43,600.00 G-5561 31/10/2017 GRUAS Y MANIOBRAS DEL BAJIO SA DE CV Unloading Unpacking Metering Assembling Aligning and Leveling with the support of Technicians to finish the Project 1 Inyeccion 950 205,000.00 A-246 01/11/2017 ADRIANA SALINAS FERNANDEZ Project Number MXIN-2018-021 Set of platofarms to habilitate line #4 of unload area. 0.00 45,000.00 G-5568 03/11/2017 GRUAS Y MANIOBRAS DEL BAJIO SA DE CV Maneuvering Service Consisting of: Unloading Unpacking Unloading Assembling Aligning and Leveling with the support of Toshiba Technicians to finish Project 3 Injectors according to their weight with 750 and 500 tons 0.00 460,000.00 G-5568 03/11/2017 GRUAS Y MANIOBRAS DEL BAJIO SA DE CV Unloading Unpacking Metering Assembling Aligning and Leveling with the support of Technicians until the completion of Project 1 Inyeccion 530 HAITIAN brand. 0.00 160,000.00 779 08/11/2017 PROCENSA SA DE CV CONEXION DE TABLERO MDP1 AL GENERADOR - CONEXION DE EQUIPOS DE INYECTORAS AL GENERADOR 0.00 117,618.40 C-1613 15/11/2017 BENEDICTO RESENDIZ SUMINISTRO E INSTALACION DE MATERIALES 0.00 274,000.00 C16122 15/11/2017 BENEDICTO RESENDIZ SUMINISTRO manufacture and installation of manifold for water of the new injection machines 0.00 150,408.00 A-512 17/11/2017 ALBERTO RANGEL GARCIA 4.0- SOPORTERIA A BASE DE ANGULO 1 1/2 X 1/8 ANCLADO CON TAQUIS TIPO ARPON DE 3/8 O PEGADOS A PISO CON PEGAMENTO DE CONTACTO. 0.00 5,400.00 A-512 17/11/2017 ALBERTO RANGEL GARCIA 1.0- HABILITAR INSTALAR TUBERIA DE COBRE TIPO M DE 1 DAIM PARA EL SUMINISTRO Y RETORNO DE MAQUINA DE INYECCION INCLUYE CODOS TEE TUERCA UNION CONECTOR MACHO PARA VALVULAS. 30 ML SUMINISTRO Y RETORNO. 0.00 84,000.00 A-512 17/11/2017 ALBERTO RANGEL GARCIA 10.0- SUMINISTRO DE D MANIFUL DE ALUMNIO PARA LINEAS DE AGUA RETORNO Y SUMINISTRO 0.00 13,680.00 A-512 17/11/2017 ALBERTO RANGEL GARCIA 2.0- INSTALAR VALVULAS TIPO BOLA DE 1 ROSCACAS MATERIAL TIPO BRONCE. MC MULLER SUMINISTRO Y RETORNO 14 PZA 0.00 30,000.00 A-512 17/11/2017 ALBERTO RANGEL GARCIA HABILITACION DE LINEA DE AIRE DE 1 GALVANIZADA INCLUYE TRES VALVULAS DE CIERRE TIPO BOLA DE BRONCE ASI COMO PINTURA DE COLOR AZUL SEGUN CODIGO. 0.00 16,500.00 A-512 17/11/2017 ALBERTO RANGEL GARCIA INSTALACION DE UNIDAD DE MANTENIMIENTO PARA LINEA DE AIRE COMPRIMIDO DE 1 0.00 19,500.00 A-512 17/11/2017 ALBERTO RANGEL GARCIA SUMINISTRO E INSTALACION DE LINEAS DE AGUA INYECCION Y RETORNO DESDE LINEA DE AGUA PRINCIPAL A RACK INCLUYE ACCSORIOS Y VALVULA DE PIE EN PVC CEDULA 80. 1 1/2 DIAM. 0.00 49,050.00 A-512 17/11/2017 ALBERTO RANGEL GARCIA SUMINISTRO E INSTALACION DE VALVULA DE ALIVIO DE 1 0.00 22,500.00 A-512 17/11/2017 ALBERTO RANGEL GARCIA SUMINISTRO DE LINEA DE AIRE COMPRIMIDO DE 1 INCLUYE CODOS Y ACCESORIOS VALVULA DE PIE DESDE RED PRINCIPAL A RACK. 0.00 15,600.00 B-000277 01/12/2017 HAITIAN HUAYUAN MEXICO MACHINERY S DE RL DE CV Heater Band 170x75 460V 2400W 2,083.89 A-413 01/12/2017 GC PRODUCTOS Y SERVICIOS S DE RL DE CV REINFORCEMENT IN FOUNDATION FOR PRODUCTION LINE AB C. 91,884.89 B-000277 01/12/2017 HAITIAN HUAYUAN MEXICO MACHINERY S DE RL DE CV Valve SWH-GCS-C22-D24 72,527.85 B-038504 14/12/2017 CALVEK COMPONENTES DEL BAJIO SA DE CV R-1034500 ARMARIO 300X400X210MM 31,445.65 Q-5112 28/12/2017 GRUPO SOLPLAS SA DE CV CONTROL DE TEMPERATURA MARCA ADVANTAGE MODELO SK-1080G 74,195.29 Q-5112 28/12/2017 GRUPO SOLPLAS SA DE CV Manejo y Envio 4,733.35 Q-5112 28/12/2017 GRUPO SOLPLAS SA DE CV SISTEMA DE CONTROL DE COLADA CALIENTE COMPUTARIZADOMARCA HUSKY. Modelo 24 zone Altanium Neo2 Controller II-Series 274,771.08 TOTAL MAQUINARIA Y EQUIPO POR CAPITALIZAR 4, 634, 865.88 CERTUS MEXICO Activo Fijo Mobiliario y Equipo de Oficina MOBILIARIO Y EQUIPO 1 MXGL-2016-005 USD MXN Q-8025/CANCELADA 07/01/2017 MOTOROLA DEP-450 DIGITAL ANALOGICO -53,765.20 RI-155 11/01/2017 MUEBLES DE MARCA SA DE CV 60% ANTICIPO MOBILIARIO OFICINA 104,253.68 2,222,886.56 RI-165 24/02/2017 MUEBLES DE MARCA SA DE CV MESA DE CONSEJO 5,660.00 112,705.88 2690 01/03/2017 SIGNIA SENALIZACION SA DE CV LETRERO ECHADA 46,202.50 RI-167 01/03/2017 MUEBLES DE MARCA SA DE CV 20% AVISO A FRONTERA POR MOBILIARIO MUEBLES DE OFICINA 21,669.25 429,748.90 Q-8025 26/03/2017 QUERECOM SA DE CV MOTOROLA DEP-450 DIGITAL ANALOGICO 53,765.20 RI-177 27/03/2017 MUEBLES DE MARCA SA DE CV PAGO POR DEMORA EN ADUANA 250 4,746.92 RI-178 27/03/2017 MUEBLES DE MARCA SA DE CV 20% AVISO ENTREGA DE MOBILIARIO LINEA 50 11,303.94 214,635.82 FALTA PDF Q-8070 01/04/2017 QUERECOM SA DE CV MOTOROLA DEP-450 53,765.20 Q-8071 01/04/2017 QUERECOM SA DE CV MOTOROLA DEP-450 59,141.72 QRMC-27966 25/04/2017 MC MICROCOMPUTACION SA DE CV PANTALLA SONY 85 PULGADAS UHD SMART TV 101,500.00 RI-175 01/05/2017 MUEBLES DE MARCA SA DE CV MOBILIARIO Y EQUI OFICINA 21,669.25 413,167.59 Q-8190 11/05/2017 QUERECOM SA DE CV RADIO MOTOROLA DEP450 UHF 403-470MHZ 37,635.64 Q-8190 11/05/2017 QUERECOM SA DE CV RADIO DIGITAL UHF DEP450 403-470 Mhz 16,129.56 A-3712 13/07/2017 HECTOR SAUL TAPIA ELORRIAGA 2 sets of work tables to habilitate 2 work stations 85,000.00 RI184 31/07/2017 MUEBLES DE MARCA SA DE CV MOBILIARIO DE OFICINA 11,303.97 199,951.49 NC-23 31/07/2017 MUEBLES DE MARCA SA DE CV DESCUENTO MOBILIARIO Y EQUIPO -2,103.98 -37,216.52 TOTAL MOBILIARIO Y EQUIPO 174,006.11 3,960,001.26 TOTAL MOBILIARIO Y EQUIPO 3,960,001.26 MOBILIARIO Y EQUIPO POR CAPITALIZAR A-548 24-Ago-17 MOLDE DE ESPUMA ENCAPSULADA SA DE CV MXGL-2016-009 CARRO MTNA - WIP 3 NIVELES C/DAMPLA DE 6m Y TUBO INTERMEDIO DE SOPORTE POR NIVEL 1,728.00 30,491.94 A-548 24-Ago-17 MOLDE DE ESPUMA ENCAPSULADA SA DE CV MXGL-2016-009 CARRO P552 - WIP 5 NIVELES C/DAMPLA DE 6m Y TUBO INTERMEDIO DE SOPORTE POR NIVEL 3,960.00 69,877.37 A-559 20/09/2017 MOLDE DE ESPUMA ENCAPSULADA SA DE CV MXGL-2016-009 CARRO WIP 12 NIVELES C/DAMPLA DE 8mm CON 12 CHAROLAS DE DAMPLA BLANCAS Y 12 CHAROLAS NEGRAS Y TUBO INTERMEDIO DE SOPORTE POR NIVEL. INCLUYE TUBERIA DE 1 MM COLOR GRIS CONECTORES EN ZINC Y 4 RODAJAS DE PROLIPROPILENO 0.00 313,440.45 QRMC-031357 03/11/2017 MC MICROCOMPUTACION SA DE CV TELEVISOR SAMSUNG 50 TV LED-LCD 5200 UN50 127 CM (50") - 1080P - 16:9 - HDTV - NEGRO - ATSC - 1920 X 1080 - DTS PREMIUM SOUND 5.1 SONIDO DE CALIDAD DTS DOLBY MS10 SONIDO ENVOLVENTE DTS 20,000.00 CI-7973 03/11/2017 JOSE ALBERTO CHACON ESTRADA Working table for degatting Labeling 64,260.00 CI-7973 03/11/2017 JOSE ALBERTO CHACON ESTRADA Working table for inspection and GP-12 117,080.00 TOTAL MOBILIARIO Y EQUIPO POR CAPITALIZAR 615,149.76 CERTUS MEXICO Activo Fijo Mobiliario y Equipo de Oficina EQUIPO DE COMPUTO I MXIT-2016-001 USD MXN QRMC-27442 24/03/2017 MC MICROCOMPUTACION SA DE CV 359-06322 S SQLCAL 2016 SNGL OLP NL UsrCAL 0.00 52,920.00 QRMC-27923 24/04/2017 MC MICROCOMPUTACION SA DE CV VMware vSphere 6 Standard for 1 processor Basic Support/Subscription VMware vSphere 6 Standard for 1 processor for 1 year 0.00 65,815.00 QRMC-28123 01/06/2017 LICENCIA KASPERKY ANTIVIRUS UN USUARIO UN AÑO CARID. -3,509.00 QRMC-28816 14/06/2017 MC MICROCOMPUTACION SA DE CV SQL SERVER 2016 LICENSE-SQLSrvStd 2016 SNGL OLP NL 0.00 65,815.00 TOTAL EQUIPO DE COMPUTO 0.00 181,041.00 EQUIPO DE COMPUTO MXIT-2016-002 USD MXN QRMC-28123 09/05/2017 MC MICROCOMPUTACION SA DE CV MONITOR DELL E2316H 23" LED 1920X1080 VGA+DP 3 A xDI,OS DE GARANTIA 0.00 16,654.00 HE-208415 23/06/2017 ETIFLEX S.A. DE C.V. ADAPTADORE UNIVERSAL 12V DC 851-810-002 7,469.89 135,630.79 TOTAL EQUIPO DE COMPUTO 7,469.89 152,284.79 EQUIPO DE COMPUTOS MXGL-2016-007 USD MXN 203283 26/04/2017 ETIFLEX S.A. DE C.V. ET.102X152mm PIS/ADH.TRANSFER GRAL.C=3ANDquot; E=1000/OUT 265.28 4,948.03 201611 05/04/2017 ETIFLEX S.A. DE C.V. SVCPX6-5FC3. PX61 Full Comprehensive 5 Day Turn 2,612.29 48,933.42 201612 05/04/2017 ETIFLEX S.A. DE C.V. SVCPM42-5LC3. PM42 Limited Comprehensive 5 Day Turn 2,665.40 49,928.27 201614 05/04/2017 ETIFLEX S.A. DE C.V. Stand: gray 33cm (13) height flexible rod weighted base Granit cup 1,778.48 33,314.49 205222 18/05/2017 ETIFLEX S.A. DE C.V. SVCPM42-5LC3. PM42 Limited Comprehensive 5 Day Turn 3 Year DayOne 6,663.51 124,063.23 205226 18/05/2017 ETIFLEX S.A. DE C.V. SVCPX6-5FC3. PX61 Full Comprehensive 5 Day Turn 3 Year DayOne 6,530.73 121,591.09 205225 18/05/2017 ETIFLEX S.A. DE C.V. Industrial scanner Honeywell Mod 1910IFR-3USB; USB Kit: 1D PDF417 2D EBC focus red scanner (1910IFR-3) USB Type A 3m straight cable (CBL-500-300-500) with vibrato 4,446.20 82,780.69 17346 25/05/2017 ETIFLEX S.A. DE C.V. BONIFICACION -1,778.48 -33,106.41 17347 25/05/2017 ETIFLEX S.A. DE C.V. BONIFICACION -2,665.40 -49,616.42 1735 25/05/2017 ETIFLEX S.A. DE C.V. BONIFICACION -2,612.29 -48,627.78 HE-205226 01/06/2017 ETIFLEX S.A. DE C.V. SVCPX6-5FC3.

PX61 Full Comprehensive 5 Day Turn 3 Year DayOne -1,058.49 -19,707.28 HE-205222 01/06/2017 ETIFLEX S.A. DE C.V. SVCPM42-5LC3. PM42 Limited Comprehensive 5 Day Turn 3 Year DayOne -888.51 -16,542.55 HE-205225 01/06/2017 ETIFLEX S.A. DE C.V. SVC19101-SFC3 19101 Full Comprehensive 5 day turn 3 year DayOne -322.80 -6,009.99 TOTAL EQUIPO DE COMPUTO 15,635.92 291,948.79 TOTAL EQUIPO DE COMPUTO 625,274.58 EQUIPO DE COMPUTO POR CAPITALIZAR HE-214047 23/08/2017 ETIFLEX SA DE CV label printer: Icon ROW Ethernet No I/O 1 No I/O 2 None Hanger TT300DPI US Power Cord (PM43 Icon TT 300dpi US Cord) 3,888.12 71,338.84 QRM-030704 27/09/2017 MC MICROCOMPUTACION SA DE CV LAPTOP DELL LATITUDE 7470 DE 14 CON PROCESADOR I5 DE SEXTA GENERACION CON 8GB EN RAM DISCO DE ESTADOSOLIDO DE 256GB WINDOWS 10 PRO Y 3 AÑOS DE GARANTIA DISPONIBLE PARA ENTREGA EL DIA LUNES 18 DE SEPTIEMBRE 0.00 22,990.00 Q-8681 11/10/2017 QUERECOM SA DE CV RADIOS MOTOROLA DEP450 (COD: M45) 0.00 27,875.00 QRM-031110 20/10/2017 MC MICROCOMPUTACION SA DE CV LAPTOP DELL LATITUDE 7480 DE 14 17 Proc 7a Gen. 8GB RAM 256GB SSH WIN10 PRO Y 3 yr War BACK PACK wireless K M DOCKING STATION OFFICE 2016 Antivirus 0.00 39,260.00 QRM-031110 20/10/2017 MC MICROCOMPUTACION SA DE CV LENOVO THINKPAD P50 CORE I7 6820HQ VP 2.7GHZ/16GB/1TB/15.6/NVIDIA 2GB/FPR/WIFI + BT/CAM/WINDOWS 7 PRO/ Y WINDOWS 10 PRO 64BIT / 3Yr Wr. BACKPACK LENOVO OFFICE HOME AND BUSINESS 2016; ANTIVIRUS accesories 0.00 42,700.00 QRM-031357 03/11/2017 MC MICROCOMPUTACION SA DE CV DESKTOP DELL OPTIPLEX 3040 MICRO PROCESADOR INTEL CI3-6100 MEMORIA RAM 4G DISCO DURO 500G WINDOWS 7 PRO /WINDOWS 10 PRO 3 AÑOS DE GARANTIA 0.00 40,796.00 F-10177 16/11/2017 CONSUMIBLES COMPUTACIONALES DE QUERETARO SA DE CV DISCO DURO EXTERNO WESTERN DIGITAL ITB USB 3.0 (3.1 GEN 1) 2.5 NEGRO. 0.00 2,205.20 QRM-031757 23/11/2017 MC MICROCOMPUTACION SA DE CV LENOVO THINKPAD P50 CORE I7 2.7GHZ/16GB/1TB/15.6/NVIDIA 2GB/FPR/WIFI + BT/CAM/WINDOWS 7 PRO/ Y WINDOWS 10 PRO 64BIT / 3Yr WR BACKPACK LENOVO Keyb Mouse OFFICE 2016; ANTIVIRUS KASP 22" Monitor Docking Station 0.00 94,000.00 B-22518 27/11/2017 NEOCENTER SA DE CV Requisition corresponds to 50% of the payment due for PO 8396/ related to requisition 5361 0.00 734,676.65 QRM-032061 07/12/2017 MC MICROCOMPUTACION SA DE CV ADAPTADOR TARJETA DE VIDEO EXTERNA USB 3.0 A VGA CON HUB USB I PUERTO - CABLE - 1080P - 1920 X 1200 - 1 X VGA 4,580.00 QRM-032061 07/12/2017 MC MICROCOMPUTACION SA DE CV ADAPTADOR USB-C A HDMI - 4K 60HZ - 1 X HDMI HEMBRA AUDIO/VÍDEO DIGITAL - 1 X TIPO C MACHO USB - ADMITE HASTA 3840 X 2160 - NEGRO 2,396.00 QRM-032061 07/12/2017 MC MICROCOMPUTACION SA DE CV LENOVO YOGA TABLET 3 10 MODELO ZAOK001IMX 15,840.00 QRM-032061 07/12/2017 MC MICROCOMPUTACION SA DE CV MONITORES DELL S2316H 11,796.00 TOTAL EQUIPO DE COMPUTO POR CAPITALIZAR 1,110,453.69 CERTUS MEXICO Activo Fijo Material y Equipo de Transportacion Material y Equipo de Transportacion USD MXN F-1751 21/12/2017 SOLU EMPAQUE SA DE CV MXGL-2018-008 CAJA DE 10 CAVIDADES FABRICADA EN CORRUGADO PLÁSTICO DE POLIPIPILENO CAL. 4 MM ESPESOR COLOR PORDEFINIR. IMPRESIÓN A UNA TINTA. ADICIONADA CON PERFILES Y ESQUINEROS. CAVIDADES FORRADAS CON TELA NO TEJIDA. 129,420.00 F-1760 21/12/2017 SOLU EMPAQUE SA DE CV MXGL-2018-008 CAJA DE 13 CAVIDADES FABRICADA EN CORRUGADO PLÁSTICO DE POLIPIPILENO CAL. 4 MM ESPESOR COLOR AZUL. IMPRESIÓN A UNA TINTA. ADICIONADA CON PERFILES. CAVIDADES CON SOPORTES DE CROSS LINK 1. 31,360.00 F-1760 21/12/2017 SOLU EMPAQUE SA DE CV MXGL-2018-008 CAJA DE 15 CAVIDADES FABRICADA EN CORRUGADO PLÁSTICO DE POLIPIPILENO CAL. 4 MM ESPESOR COLOR AZUL. IMPRESIÓN A UNA TINTA. ADICIONADA CON PERFILES. CAVIDADES CON SOPORTES DE CROSS LINK 1 31,680.00 CI-8272 15/12/2017 JOSE ALBERTO CHACON ESTRADA Project number MXIN-2018-021 working tables to apply felt tape to CIYB parts. 49,520.00 I-737 30/11/2017 SOLU EMPAQUE SA DE CV MXGL-2018-008 CAJA FABRICADA EN CORRUGADO PLÁSTICO DE POLIPIPILENO CAL. 4 MM ESPESOR CON PERFILES Y ESQUINEROS. EN SU INTERIOR 2 SOPORTES DE CROSS LINK Y CUBIERTA DE FOAM TIPO EVA MEDIDAS: 82.5 X 53.5 X 18 CM 210,816.00 I-737 30/11/2017 SOLU EMPAQUE SA DE CV MXGL-2018-008 CAJA DE 15 CAVIDADES FABRICADA EN CORRUGADO PLÁSTICO DE POLIPIPILENO CAL. 4 MM ESPESOR ADICIONADA CON PERFILES. CAVIDADES CON SOPORTES DE FOAM TIPO EVA. MEDIDAS: 52.5 X 54.5 X 34.5 CM 121,920.00 TOTAL SOFTWARE 0.00 574,716.00 TOTAL SOFTWARE 574,716.00

El Acto o Contrato prevé incrementos, reducciones o sustituciones de los bienes muebles o del monto garantizado:

No.

Datos del Instrumento Público mediante el cual se formalizó el Acto o Contrato:

Instrumento número 82,899 otorgado el día 18 de abril de 2018, ante el Licenciado Roberto Núñez y Bandera, titular de la Notaría 1 de la Ciudad de México.

Términos y Condiciones del Acto o Contrato de la Garantía Mobiliaria:

**DATOS DEL ACTO O CONTRATO QUE CREÓ LA OBLIGACIÓN GARANTIZADA**

Declaro bajo protesta de decir verdad que se someto al otorgante de la garantía a manifestación respecto de la NO existencia de garantías otorgadas previamente referente a los bienes objeto de esta garantía:

No.

Acto o Contrato que creó la Obligación Garantizada:

Contrato de Crédito celebrado entre CERTUS AUTOMOTIVE, INC. como Acreditado y THE TORONTO DOMINION BANK como Acreditante.

Fecha de celebración del Acto o Contrato:

21/09/2016

Fecha de terminación del Acto o Contrato:

N/A

Términos y Condiciones del Acto o Contrato que creó la obligación garantizada:

**PERSONA QUE FIRMÓ EL ASIENTO**

Nombre:

ROBERTO NUÑEZ Y BANDERA

En su carácter de:

AUTORIDAD

**PERSONA QUE SOLICITA O AUTORIDAD QUE INSTRUYE EL ASIENTO**

Nombre (y Cargo):

El Señor Carlos Omar Murillo Navarro, en representación de THE TORONTO-DOMINION BANK.

**FIRMA ELECTRÓNICA**

Cadena Original Solicitante:

I Njo33E9NHJwKzSS7PpYSSXcR5k=|10792102|10135173|2018-03-15T00:00:00-00:00:06|2|| R20170621ANGC||

Sello Solicitante

DUEAGa4l6FxV6Hr99zgmsTQAf8Fa6WyNr9j54gdIHys8nbeXY/KKNwLnBtk+ZTYv+SJQTQmWZ T3LR  
BdGOMA855xCzEFpkBMn5VuZZz6lczl07pZg6lm72WbYT2UP00slIAUvrdQ5iv981ILKVVWioOMb oJdrDM5 R4FvbdGxeUfo=

**Certificado Solicitante**

SERIALNUMBER=NUBR480728HDFXNB02, OID.2.5.4.45=NUBR480728599, EMAILADDRESS=buzonfi scal@notariouno.com.mx, C=MX, O=ROBERTO NUÑEZ Y BANDERA,  
OID.2.5.4.41=ROBERTO NUÑEZ Y BANDERA, CN=ROBERTO NUÑEZ Y BANDERA

**Sello de Tiempo \*ZULU GMT / UTC**

Certificado AC:CN=Advantage Security PSC Estampado de Tiempo, O="Advantage Security, S. de R.L. de C.V.", OU=nCipher DSE ESN:AIA0-7E4E-F309, L=Alvaro Obregon, ST  
=Distrito Federal, C=MX|Fecha: 20180424173948.7621Z|Numero de secuencia:636601703887621277|Digestion: QwcE21Cc6G417FPdrL0xDEIib9M=

**Cadena Original RUG**

I Njo33E9NHJwKzSS7PpYSSXeR5k=|10792102|10135173|2018-03-15T00:00:00.000-00:06|2|| R20170621ANGC|||636601703887621277|24/04/2018 17:39:55

**Sello RUG**

Q YSVNoRgBllkj0vGr/49gN/13Zfo+tfPqTWq1Dp8WDDy+Ytht6+WWhKF8fGGa0/h37lyFXjWlzRA yN1Y  
oya4u0IUfclraMDMcRLZ1JzUirvUY+GaT/AIWAIVLsojClaKGxc6li+usjS1Vj+B4ll4m+lh c+yQn9F  
/1PEvEKny3XyTn3QLxxw4dOoVmR2annqP97LETSQxHftm16tcTIMinVVqKMRsqhmTIZF3KLZyP3HEn  
bwUeyH3gUdgedMPoycZvmkQ38BmhbHmRHQzsgZrmpal eZ0d3yjNZXLTK6Q1QtsXDqY nlsNpRjR4X+Fq URok0iBXkycHfdx1YG5ExDEA==

**Numero Serie RUG**

121

**Certificado RUG**

E MAILADDRESS=rug@economia.gob.mx, O=Secretaria de Economía, OU=Seccion Unica del Registro Publico de Comercio, CN=Registro Unico de Garantias Mobiliarias, C=MX

\*De conformidad con protocolo Time-Stamp, el horario del sello digital de tiempo en las boletas está basado en el tiempo ZULU GMT / UTC, (zona horaria de Greenwich) definido en el estándar internacional RFC 3161 Internet X.509 Public Key Infrastructure Time-Stamp Protocol (TSP).



**This is Exhibit "F" referred to in the affidavit  
of JEFFREY SWAN, SWORN BEFORE ME  
this \_\_\_\_\_ 6/18/2021 \_\_\_\_\_.**

DocuSigned by:

*Asim Iqbal*

\_\_\_\_\_  
A COMMISSIONER FOR TAKING AFFIDAVITS





This **Guarantee** is made as of \_\_\_\_\_

May 7, 2013

Whereas the undersigned (each hereinafter referred to as the "Guarantor") has agreed to provide The Toronto-Dominion Bank (hereinafter referred to as the "Bank") with a guarantee of the Obligations (as hereinafter defined) of CERTUS AUTOMOTIVE INC. (the "Customer");

And whereas the Guarantor has agreed that if the guarantee herein is not enforceable, the Guarantor will indemnify the Bank or be liable as primary obligor.

**NOW THEREFORE**, in consideration of the Bank dealing with the Customer now or in the future and/or for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor agrees with the Bank as follows:

**1. Obligations Guaranteed**

The Guarantor unconditionally and irrevocably guarantees payment of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, wheresoever and howsoever incurred of the Customer to the Bank, whether arising from dealings between the Bank and the Customer or from other dealings or proceedings by which the Bank may be or become in any manner whatsoever a creditor of the Customer, in any currency, whether incurred by the Customer alone or jointly with another or others and whether as a indemnitor or surety, including interest thereon and all amounts owed by the Customer for fees, costs and expenses (collectively referred to as the "Obligations").

**2. Extent of Guarantor's Liability**

This is an unlimited Guarantee and the Guarantor's liability to the Bank under this Guarantee shall not be limited as to amount.

**3. Indemnity/Primary Obligation**

If (i) any Obligations are not duly paid by the Customer and are not recoverable under Section 1 for any reason, the Guarantor will, as a separate and distinct obligation, indemnify and save harmless the Bank from and against all losses resulting from the failure of the Customer to pay such Obligations, and (ii) any Obligations are not duly paid by the Customer and are not recoverable under Section 1 or the Bank is not indemnified under clause (i) above of this Section 3, for any reason, such Obligations will, as a separate and distinct obligation, be paid by and recoverable from the Guarantor as primary obligor.

The liabilities of the Guarantor under Section 1 and each of clauses (i) and (ii) of this Section 3 are separate and distinct from each other, but the provisions of this Agreement shall apply to each of such liabilities unless the context otherwise requires.

**4. Nature of Guarantor's Liability**

The liability of the Guarantor under this Guarantee is continuing, absolute and unconditional and will not be affected by any act, omission, event or circumstance that might constitute a legal or equitable defence to or a discharge, limitation or reduction of the liability of the Guarantor hereunder, other than as a result of the indefeasible payment in full of the Obligations, including:

- (a) the unenforceability of any of the Obligations for any reason, including as a result of the act of any governmental authority;
- (b) any irregularity, fraud, illegality, defect or lack of authority or formality in incurring the Obligations, notwithstanding any inquiry that may or may not have been made by the Bank;
- (c) failure of the Bank to comply with or perform any agreements relating to the Obligations;

- (d) any discontinuance, renewal, extension, increase, reduction or any other variance of any of the loans or credits made available to the Customer by the Bank or any change to any of the terms thereof or any waiver by the Bank of any of the obligations of the Customer thereunder;
- (e) the taking of or the failure by the Bank to take a guarantee from any other person;
- (f) any release, compromise, settlement or any other dealing with any person, including any other Guarantor;
- (g) the reorganization of the Customer or its business (whether by amalgamation, merger, transfer, sale or otherwise); and in the case of an amalgamation or merger, the liability of the Guarantor shall apply to the Obligations of the resulting or continuing entity and the term "Customer" shall include such resulting or continuing entity;
- (h) the current financial condition of the Customer and any change in the Customer's financial condition;
- (i) any change in control or ownership of the Customer, or if the Customer is a general or limited partnership, any change in the membership of that partnership or other entity;
- (j) any change in the name, articles or other constating documents of the Customer, or its objects, business or capital structure;
- (k) the bankruptcy, winding-up, dissolution, liquidation or insolvency of the Customer or any proceedings being taken by or against the Customer with respect thereto, and any stay of or moratorium on proceedings by the Bank against the Customer as a result thereof;
- (l) a breach of any duty of the Bank (whether fiduciary or in negligence or otherwise) and whether owed to the Guarantor, the Customer or any other person;
- (m) any lack or limitation of power, capacity or legal status of the Customer, or, if the Customer is an individual, the death of the Customer;
- (n) the Customer's account being closed or the Bank ceasing to deal with the Customer;
- (o) any taking or failure to take any security by the Bank, any loss of or diminution in value of any security, the invalidity, unenforceability, subordination, postponement, release, discharge or substitution, in whole or in part, of any security, or the failure to perfect or maintain perfection or enforce any security; or
- (p) any failure or delay by the Bank in exercising any right or remedy respecting the Obligations or under any security or guarantee.

#### **5. Continuing Guarantee**

The obligations of the Guarantor hereunder will constitute and be continuing obligations and will apply to and secure any ultimate balance due or remaining due to the Bank and will not be considered as wholly or partially satisfied by the payment or liquidation at any time of any sum of money for the time being due or remaining unpaid to the Bank. This Guarantee will continue to be effective even if at any time any payment of any of the Obligations is rendered unenforceable or is rescinded or must otherwise be returned by the Bank as a result of the occurrence of any action or event, including the insolvency, bankruptcy or reorganization of the Customer or the Guarantor, all as though such payment had not been made.

#### **6. Demand for Payment**

The Guarantor shall make payment to the Bank under this Guarantee immediately upon receipt of a written demand for payment from the Bank. If any Obligation is not paid by the Customer when due, the Bank may treat all Obligations as due and payable by the Customer and may demand immediate payment under this Guarantee of all or some of the Obligations whether such other Obligations would otherwise be due and payable by the Customer at such time or whether or not any demands, steps or proceedings have been made or taken by the Bank against the Customer or any other person respecting all or any of the Obligations. If any stay of or moratorium on proceedings by the Bank against the Customer is imposed in respect of any Obligation, the Bank may nevertheless demand immediate payment of such Obligation from the Guarantor as if such Obligation was due and payable by the Customer.

#### **7. Interest**

If the Guarantor does not make immediate payment in full of the Obligations when demand for payment has been made by the Bank, the Guarantor shall pay interest on any unpaid amount to the Bank at the highest rate of interest per annum that is charged on any Obligations for which payment has been demanded hereunder and which remain unpaid.

**8. State of Account**

The records of the Bank in respect of the Obligations will be prima facie evidence of the balance of the amount of the Obligations that are due and payable by the Customer to the Bank.

**9. Application of Moneys Received**

The Bank may, without notice and demand of any kind and at any time, apply any money received from the Guarantor, the Customer or any other person (including arising from any security that the Bank may from time to time hold) or any balance in any account of the Guarantor held at the Bank or any of the Bank's affiliates, to such part of the Obligations, whether due or to become due, as the Bank in its sole and absolute discretion considers appropriate, or may, in its sole and absolute discretion, refrain from applying any such money. The Bank may also revoke and alter any such application in whole or in part. If any amount that is to be applied is in a currency other than the currency of the Obligation to which such amount is to be applied, then the amount that is applied shall be converted from one currency to another using the rate of exchange for the conversion of such currency as determined by the Bank or its agents and the Bank or its agent may earn revenue on such conversion.

**10. No Set-off or Counterclaim**

The Guarantor will make all payments required to be made under this Guarantee without claiming or asserting any right of setoff or counterclaim that the Guarantor has or may have against the Customer or the Bank, all of which rights the Guarantor waives.

**11. Exhausting Recourse**

The Bank is not required to take any proceedings, exhaust its recourse against the Customer or any other Guarantor or person or under any security the Bank may from time to time hold, or take any other action, before being entitled to demand payment from the Guarantor under this Guarantee, and the Guarantor waives all benefits of discussion and division.

**12. No Representations**

There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties except as expressly set forth herein. The Bank will not be bound by any representations or promises made by Customer to the Guarantor and possession of this Guarantee by the Bank will be conclusive evidence against the Guarantor that this Guarantee was not delivered in escrow or pursuant to any agreement that it should not be effective until any condition precedent or subsequent has been complied with, and this Guarantee will be binding on each Guarantor who has signed this Guarantee notwithstanding the non-execution thereof by any proposed guarantor.

**13. Postponement and Assignment**

The Guarantor hereby postpones payment of all present and future debts and liabilities of the Customer to the Guarantor, and as security for payment of the Obligations, the Guarantor hereby assigns such debts and liabilities to the Bank and agrees that all moneys received from the Customer by or on behalf of the Guarantor shall be held in trust for the Bank and forthwith upon receipt paid over to the Bank, all without prejudice to and without in any way limiting or lessening the liability of the Guarantor to the Bank under this Guarantee. This assignment and postponement is independent of the guarantee, indemnity and primary obligor obligations contained in this Guarantee and will remain in full force and effect until, in the case of the assignment, the liability of the Guarantor under this Guarantee has been discharged or terminated and, in the case of the postponement, until all Obligations are performed and indefeasibly paid in full.

**14. Subrogation**

The Guarantor will not be entitled to be subrogated to the rights of the Bank against the Customer, to be indemnified by the Customer or to claim contribution from any other Guarantor until the Guarantor makes indefeasible payment to the Bank of all amounts owing by the Guarantor to the Bank under this Guarantee and the Obligations are indefeasibly paid in full.

**15. Bankruptcy of Customer**

Upon the bankruptcy or winding up or other distribution of assets of the Customer or of any surety or Guarantor for the Obligations, the Bank's rights shall not be affected by the Bank's failure to prove its claim and the Bank may prove such claim if and in any manner as it deems appropriate in its sole discretion. The Bank may value as it sees fit or refrain from valuing any security held by the Bank without in any way releasing, reducing or otherwise affecting the liability of the Guarantor to the Bank, and until all the Obligations of the Customer to the Bank have been indefeasibly paid in full, the Bank shall have the right to include in its claim the amount of all sums paid by the Guarantor to the Bank under this Guarantee and to prove and rank for and receive dividends in respect of such claim, any and all right to prove and rank for such sums paid by the Guarantor and to receive the full amount of all dividends in respect thereto being hereby assigned and transferred to the Bank.

**16. Costs and Expenses**

The Guarantor agrees to pay all costs and expenses, including legal fees, of enforcing this Guarantee including the charges and expenses of the Bank's in-house lawyers. The Guarantor will pay all legal fees on a solicitor and own client basis.

**17. Other Guarantees and Security**

The liability of the Guarantor under any other guarantee or guarantees given to the Bank in connection with the Obligations shall not be affected by this Guarantee, nor shall this Guarantee affect or be affected by the endorsement by the Guarantor of any note or notes of the Customer, the intention being that the liability of the Guarantor under such other guarantee or guarantees and this Guarantee, and under such other note or notes and this Guarantee, shall be cumulative. Nor shall the Bank be required to marshal in favour of the Guarantor other guarantees granted by other persons or any security, money or other property that the Bank may be entitled to receive or may have a claim upon.

**18. Amendment and Waivers**

No amendment to this Guarantee will be valid or binding unless set forth in writing and duly executed by the Guarantor and the Bank. No waiver by the Bank of any breach of any provision of this Guarantee will be effective or binding unless made in writing and signed by the Bank and, unless otherwise provided in the written waiver, will be limited to the specific breach waived. No delay in the exercise of any right or remedy by the Bank shall operate as a waiver thereof. No failure to exercise a right or remedy or partial exercise of a right or remedy by the Bank shall preclude other or further exercise thereof or the exercise of any other right or remedy by the Bank.

**19. Discharge**

The Guarantor will not be released or discharged from its obligations hereunder except by a written release or discharge signed by the Bank.

**20. General**

This Guarantee shall be binding on the successors of the Guarantor or, if the Guarantor is an individual, the heirs, executors, administrators and other legal representatives of the Guarantor, and shall enure to the benefit of the successors and assigns of the Bank.

If more than one Guarantor has signed this Guarantee, each Guarantor shall be jointly and severally liable under this Guarantee.

To the extent that any limitation period applies to any claim for payment hereunder of the Obligations or remedy for the enforcement of such payment, the Guarantor agrees that any such limitation period is excluded or waived, but if such exclusion and waiver is not permitted by applicable law, then any limitation period is extended to the maximum length permitted by applicable law.

Any notice or demand which the Bank may wish to give under this Guarantee may be personally served on the Guarantor or sent by ordinary mail or electronic mail to the last known address of the Guarantor. Any notice that is sent by ordinary mail shall be conclusively deemed to have been received on the fifth day following the day on which it is mailed. Any notice that is sent by electronic mail shall be conclusively deemed to have been received on the day it is sent.

If any provision of this Guarantee is determined by any court of competent jurisdiction to be invalid or unenforceable in any respect, such invalidity or unenforceability will not affect the validity or enforceability of the remaining provisions of this Guarantee.

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


Any word herein contained importing the singular number shall include the plural and any word importing a person shall include a corporation, partnership, firm and any other entity.

Subject to Section 17, this Guarantee constitutes the entire agreement between the Guarantor and the Bank with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties with respect thereto.

Each of the undersigned acknowledges receipt of a copy of this Guarantee.

**IN WITNESS WHEREOF**, each Guarantor has executed this Guarantee as of the date first written above.

**KEEN POINT INTERNATIONAL INC.**

Per:   
(authorized signature)

Per: \_\_\_\_\_  
(authorized signature)

\_\_\_\_\_  
Witness as to execution

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_





**TD Bank Group  
Guarantee**

This Guarantee is made as of 05-07-2013 as per SLO.

Whereas the undersigned (each hereinafter referred to as the "Guarantor") has agreed to provide The Toronto-Dominion Bank (hereinafter referred to as the "Bank") with a guarantee of the Obligations (as hereinafter defined) of KEEN POINT INTERNATIONAL INC. (the "Customer");

And whereas the Guarantor has agreed that if the guarantee herein is not enforceable, the Guarantor will indemnify the Bank or be liable as primary obligor.

**NOW THEREFORE**, in consideration of the Bank dealing with the Customer now or in the future and/or for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor agrees with the Bank as follows:

**1. Obligations Guaranteed**

The Guarantor unconditionally and irrevocably guarantees payment of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, wheresoever and howsoever incurred of the Customer to the Bank, whether arising from dealings between the Bank and the Customer or from other dealings or proceedings by which the Bank may be or become in any manner whatsoever a creditor of the Customer, in any currency, whether incurred by the Customer alone or jointly with another or others and whether as a indemnitor or surety, including interest thereon and all amounts owed by the Customer for fees, costs and expenses (collectively referred to as the "Obligations").

**2. Extent of Guarantor's Liability**

This is an unlimited Guarantee and the Guarantor's liability to the Bank under this Guarantee shall not be limited as to amount.

**3. Indemnity/Primary Obligation**

If (i) any Obligations are not duly paid by the Customer and are not recoverable under Section 1 for any reason, the Guarantor will, as a separate and distinct obligation, indemnify and save harmless the Bank from and against all losses resulting from the failure of the Customer to pay such Obligations, and (ii) any Obligations are not duly paid by the Customer and are not recoverable under Section 1 or the Bank is not indemnified under clause (i) above of this Section 3, for any reason, such Obligations will, as a separate and distinct obligation, be paid by and recoverable from the Guarantor as primary obligor.

The liabilities of the Guarantor under Section 1 and each of clauses (i) and (ii) of this Section 3 are separate and distinct from each other, but the provisions of this Agreement shall apply to each of such liabilities unless the context otherwise requires.

**4. Nature of Guarantor's Liability**

The liability of the Guarantor under this Guarantee is continuing, absolute and unconditional and will not be affected by any act, omission, event or circumstance that might constitute a legal or equitable defence to or a discharge, limitation or reduction of the liability of the Guarantor hereunder, other than as a result of the indefeasible payment in full of the Obligations, including:

- (a) the unenforceability of any of the Obligations for any reason, including as a result of the act of any governmental authority;
- (b) any irregularity, fraud, illegality, defect or lack of authority or formality in incurring the Obligations, notwithstanding any inquiry that may or may not have been made by the Bank;
- (c) failure of the Bank to comply with or perform any agreements relating to the Obligations;

- (d) any discontinuance, renewal, extension, increase, reduction or any other variance of any of the loans or credits made available to the Customer by the Bank or any change to any of the terms thereof or any waiver by the Bank of any of the obligations of the Customer thereunder;
- (e) the taking of or the failure by the Bank to take a guarantee from any other person;
- (f) any release, compromise, settlement or any other dealing with any person, including any other Guarantor;
- (g) the reorganization of the Customer or its business (whether by amalgamation, merger, transfer, sale or otherwise); and in the case of an amalgamation or merger, the liability of the Guarantor shall apply to the Obligations of the resulting or continuing entity and the term "Customer" shall include such resulting or continuing entity;
- (h) the current financial condition of the Customer and any change in the Customer's financial condition;
- (i) any change in control or ownership of the Customer, or if the Customer is a general or limited partnership, any change in the membership of that partnership or other entity;
- (j) any change in the name, articles or other constituting documents of the Customer, or its objects, business or capital structure;
- (k) the bankruptcy, winding-up, dissolution, liquidation or insolvency of the Customer or any proceedings being taken by or against the Customer with respect thereto, and any stay of or moratorium on proceedings by the Bank against the Customer as a result thereof;
- (l) a breach of any duty of the Bank (whether fiduciary or in negligence or otherwise) and whether owed to the Guarantor, the Customer or any other person;
- (m) any lack or limitation of power, capacity or legal status of the Customer, or, if the Customer is an individual, the death of the Customer;
- (n) the Customer's account being closed or the Bank ceasing to deal with the Customer;
- (o) any taking or failure to take any security by the Bank, any loss of or diminution in value of any security, the invalidity, unenforceability, subordination, postponement, release, discharge or substitution, in whole or in part, of any security, or the failure to perfect or maintain perfection or enforce any security; or
- (p) any failure or delay by the Bank in exercising any right or remedy respecting the Obligations or under any security or guarantee.

#### **5. Continuing Guarantee**

The obligations of the Guarantor hereunder will constitute and be continuing obligations and will apply to and secure any ultimate balance due or remaining due to the Bank and will not be considered as wholly or partially satisfied by the payment or liquidation at any time of any sum of money for the time being due or remaining unpaid to the Bank. This Guarantee will continue to be effective even if at any time any payment of any of the Obligations is rendered unenforceable or is rescinded or must otherwise be returned by the Bank as a result of the occurrence of any action or event, including the insolvency, bankruptcy or reorganization of the Customer or the Guarantor, all as though such payment had not been made.

#### **6. Demand for Payment**

The Guarantor shall make payment to the Bank under this Guarantee immediately upon receipt of a written demand for payment from the Bank. If any Obligation is not paid by the Customer when due, the Bank may treat all Obligations as due and payable by the Customer and may demand immediate payment under this Guarantee of all or some of the Obligations whether such other Obligations would otherwise be due and payable by the Customer at such time or whether or not any demands, steps or proceedings have been made or taken by the Bank against the Customer or any other person respecting all or any of the Obligations. If any stay of or moratorium on proceedings by the Bank against the Customer is imposed in respect of any Obligation, the Bank may nevertheless demand immediate payment of such Obligation from the Guarantor as if such Obligation was due and payable by the Customer.

#### **7. Interest**

If the Guarantor does not make immediate payment in full of the Obligations when demand for payment has been made by the Bank, the Guarantor shall pay interest on any unpaid amount to the Bank at the highest rate of interest per annum that is charged on any Obligations for which payment has been demanded hereunder and which remain unpaid.



**8. State of Account**

The records of the Bank in respect of the Obligations will be prima facie evidence of the balance of the amount of the Obligations that are due and payable by the Customer to the Bank.

**9. Application of Moneys Received**

The Bank may, without notice and demand of any kind and at any time, apply any money received from the Guarantor, the Customer or any other person (including arising from any security that the Bank may from time to time hold) or any balance in any account of the Guarantor held at the Bank or any of the Bank's affiliates, to such part of the Obligations, whether due or to become due, as the Bank in its sole and absolute discretion considers appropriate, or may, in its sole and absolute discretion, refrain from applying any such money. The Bank may also revoke and alter any such application in whole or in part. If any amount that is to be applied is in a currency other than the currency of the Obligation to which such amount is to be applied, then the amount that is applied shall be converted from one currency to another using the rate of exchange for the conversion of such currency as determined by the Bank or its agents and the Bank or its agent may earn revenue on such conversion.

**10. No Set-off or Counterclaim**

The Guarantor will make all payments required to be made under this Guarantee without claiming or asserting any right of setoff or counterclaim that the Guarantor has or may have against the Customer or the Bank, all of which rights the Guarantor waives.

**11. Exhausting Recourse**

The Bank is not required to take any proceedings, exhaust its recourse against the Customer or any other Guarantor or person or under any security the Bank may from time to time hold, or take any other action, before being entitled to demand payment from the Guarantor under this Guarantee, and the Guarantor waives all benefits of discussion and division.

**12. No Representations**

There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties except as expressly set forth herein. The Bank will not be bound by any representations or promises made by Customer to the Guarantor and possession of this Guarantee by the Bank will be conclusive evidence against the Guarantor that this Guarantee was not delivered in escrow or pursuant to any agreement that it should not be effective until any condition precedent or subsequent has been complied with, and this Guarantee will be binding on each Guarantor who has signed this Guarantee notwithstanding the non-execution thereof by any proposed guarantor.

**13. Postponement and Assignment**

The Guarantor hereby postpones payment of all present and future debts and liabilities of the Customer to the Guarantor, and as security for payment of the Obligations, the Guarantor hereby assigns such debts and liabilities to the Bank and agrees that all moneys received from the Customer by or on behalf of the Guarantor shall be held in trust for the Bank and forthwith upon receipt paid over to the Bank, all without prejudice to and without in any way limiting or lessening the liability of the Guarantor to the Bank under this Guarantee. This assignment and postponement is independent of the guarantee, indemnity and primary obligor obligations contained in this Guarantee and will remain in full force and effect until, in the case of the assignment, the liability of the Guarantor under this Guarantee has been discharged or terminated and, in the case of the postponement, until all Obligations are performed and indefeasibly paid in full.

**14. Subrogation**

The Guarantor will not be entitled to be subrogated to the rights of the Bank against the Customer, to be indemnified by the Customer or to claim contribution from any other Guarantor until the Guarantor makes indefeasible payment to the Bank of all amounts owing by the Guarantor to the Bank under this Guarantee and the Obligations are indefeasibly paid in full.

**15. Bankruptcy of Customer**

Upon the bankruptcy or winding up or other distribution of assets of the Customer or of any surety or Guarantor for the Obligations, the Bank's rights shall not be affected by the Bank's failure to prove its claim and the Bank may prove such claim if and in any manner as it deems appropriate in its sole discretion. The Bank may value as it sees fit or refrain from valuing any security held by the Bank without in any way releasing, reducing or otherwise affecting the liability of the Guarantor to the Bank, and until all the Obligations of the Customer to the Bank have been indefeasibly paid in full, the Bank shall have the right to include in its claim the amount of all sums paid by the Guarantor to the Bank under this Guarantee and to prove and rank for and receive dividends in respect of such claim, any and all right to prove and rank for such sums paid by the Guarantor and to receive the full amount of all dividends in respect thereto being hereby assigned and transferred to the Bank.

**16. Costs and Expenses**

The Guarantor agrees to pay all costs and expenses, including legal fees, of enforcing this Guarantee including the charges and expenses of the Bank's in-house lawyers. The Guarantor will pay all legal fees on a solicitor and own client basis.

**17. Other Guarantees and Security**

The liability of the Guarantor under any other guarantee or guarantees given to the Bank in connection with the Obligations shall not be affected by this Guarantee, nor shall this Guarantee affect or be affected by the endorsement by the Guarantor of any note or notes of the Customer, the intention being that the liability of the Guarantor under such other guarantee or guarantees and this Guarantee, and under such other note or notes and this Guarantee, shall be cumulative. Nor shall the Bank be required to marshal in favour of the Guarantor other guarantees granted by other persons or any security, money or other property that the Bank may be entitled to receive or may have a claim upon.

**18. Amendment and Waivers**

No amendment to this Guarantee will be valid or binding unless set forth in writing and duly executed by the Guarantor and the Bank. No waiver by the Bank of any breach of any provision of this Guarantee will be effective or binding unless made in writing and signed by the Bank and, unless otherwise provided in the written waiver, will be limited to the specific breach waived. No delay in the exercise of any right or remedy by the Bank shall operate as a waiver thereof. No failure to exercise a right or remedy or partial exercise of a right or remedy by the Bank shall preclude other or further exercise thereof or the exercise of any other right or remedy by the Bank.

**19. Discharge**

The Guarantor will not be released or discharged from its obligations hereunder except by a written release or discharge signed by the Bank.

**20. General**

This Guarantee shall be binding on the successors of the Guarantor or, if the Guarantor is an individual, the heirs, executors, administrators and other legal representatives of the Guarantor, and shall enure to the benefit of the successors and assigns of the Bank.

If more than one Guarantor has signed this Guarantee, each Guarantor shall be jointly and severally liable under this Guarantee.

To the extent that any limitation period applies to any claim for payment hereunder of the Obligations or remedy for the enforcement of such payment, the Guarantor agrees that any such limitation period is excluded or waived, but if such exclusion and waiver is not permitted by applicable law, then any limitation period is extended to the maximum length permitted by applicable law.

Any notice or demand which the Bank may wish to give under this Guarantee may be personally served on the Guarantor or sent by ordinary mail or electronic mail to the last known address of the Guarantor. Any notice that is sent by ordinary mail shall be conclusively deemed to have been received on the fifth day following the day on which it is mailed. Any notice that is sent by electronic mail shall be conclusively deemed to have been received on the day it is sent.

If any provision of this Guarantee is determined by any court of competent jurisdiction to be invalid or unenforceable in any respect, such invalidity or unenforceability will not affect the validity or enforceability of the remaining provisions of this Guarantee.

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

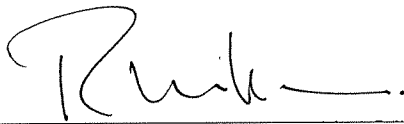
Any word herein contained importing the singular number shall include the plural and any word importing a person shall include a corporation, partnership, firm and any other entity.

Subject to Section 17, this Guarantee constitutes the entire agreement between the Guarantor and the Bank with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties with respect thereto.

Each of the undersigned acknowledges receipt of a copy of this Guarantee.

IN WITNESS WHEREOF, each Guarantor has executed this Guarantee as of the date first written above.

**CERTUS AUTOMOTIVE INC.**

Per:   
(authorized signature)

Per: \_\_\_\_\_  
(authorized signature)

\_\_\_\_\_  
Witness as to execution

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

**This is Exhibit "G" referred to in the affidavit  
of JEFFREY SWAN, SWORN BEFORE ME  
this 6/18/2021**

DocuSigned by:

*Asim Iqbal*

**A COMMISSIONER FOR TAKING AFFIDAVITS**

RUN NUMBER : 161  
RUN DATE : 2021/06/10  
ID : 20210610135035.99

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

REPORT : PSSR060  
PAGE : 1  
( 8357)

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

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : CERTUS AUTOMOTIVE INC.

FILE CURRENCY : 09JUN 2021

ENQUIRY NUMBER 20210610135035.99 CONTAINS 11 PAGE(S), 7 FAMILY(IES).

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

MILLER THOMSON LLP  
40 KING STREET WEST, SUITE 5800  
TORONTO ON M5H 3S1

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

(crfj5 06/2019)

CONTINUED... 2



RUN NUMBER : 161  
RUN DATE : 2021/06/10  
ID : 20210610135035.99

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

REPORT : PSSR060  
PAGE : 2  
( 8358)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : CERTUS AUTOMOTIVE INC.  
FILE CURRENCY : 09JUN 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
757461915

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	1		20191112 0851 1532 2912	P PPSA	04

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME CERTUS AUTOMOTIVE INC. ONTARIO CORPORATION NO.  
04 ADDRESS 3300 BLOOR ST WEST UNIT 510 TORONTO ON M8X 2X2

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME ONTARIO CORPORATION NO.  
07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT VW CREDIT CANADA INC.  
09 ADDRESS 4865 MARC-BLAIN ST., SUITE 300 ST-LAURENT QC H4R 3B2

COLLATERAL CLASSIFICATION		MOTOR VEHICLE	AMOUNT	DATE OF MATURITY	NO FIXED MATURITY DATE
10	CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	70816.55	07NOV2022	

11 MOTOR VEHICLE YEAR MAKE 2019 AUDI MODEL S5 TECHNIK V.I.N. WAUC4CF52KA045652

13 GENERAL COLLATERAL DESCRIPTION

16 REGISTERING AGENT D + H LIMITED PARTNERSHIP  
17 ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON L4Z 1H8

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

CONTINUED... 3

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

(crj1fu 06/2019)





RUN NUMBER : 161  
 RUN DATE : 2021/06/10  
 ID : 20210610135035.99

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

REPORT : PSSR060  
 PAGE : 3  
 ( 8359)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CERTUS AUTOMOTIVE INC.  
 FILE CURRENCY : 09JUN 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
 754415739

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	2		20190814 1442 1590 3115	P PPSA	5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME CERTUS AUTOMOTIVE INC.

04 ADDRESS 3300 BLOOR STREET WEST, WEST TOWER, TORONTO ONTARIO CORPORATION NO. ON M8X 2X2

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / OTHER CREDITORS FGI WORLDWIDE LLC

09 ADDRESS 80 BROAD STREET, 22ND FLOOR NEW YORK NY 10004

10 COLLATERAL CLASSIFICATION

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

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL COLLATERAL DESCRIPTION

16 REGISTERING AGENT BLAKE, CASSELS & GRAYDON LLP (S.CONWAY/MRO)

17 ADDRESS 4000 COMMERCE COURT WEST, 199 BAY STREET TORONTO ON M5L 1A9

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

CONTINUED... 4

CERTIFIED BY/CERTIFIÉES PAR

*Barbara Duckitt*

REGISTRAR OF  
 PERSONAL PROPERTY SECURITY/  
 LE REGISTRATEUR  
 DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)

RUN NUMBER : 161  
RUN DATE : 2021/06/10  
ID : 20210610135035.99

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

REPORT : PSSR060  
PAGE : 4  
( 8360)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : CERTUS AUTOMOTIVE INC.  
FILE CURRENCY : 09JUN 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
754415739

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	2		20190814 1442 1590 3115		

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 DEBTOR NAME BUSINESS NAME ONTARIO CORPORATION NO.

04 ADDRESS SUITE 510

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 DEBTOR NAME BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / OTHER CREDITORS

09 ADDRESS

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

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL COLLATERAL DESCRIPTION

16 REGISTERING AGENT ADDRESS

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

CONTINUED... 5

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

(crj1fu 06/2019)





RUN NUMBER : 161  
 RUN DATE : 2021/06/10  
 ID : 20210610135035.99

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

REPORT : PSSR060  
 PAGE : 5  
 ( 8361)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CERTUS AUTOMOTIVE INC.  
 FILE CURRENCY : 09JUN 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
 740316825

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20180608 1410 1793 1661	P PPSA	5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME CERTUS AUTOMOTIVE INC. ONTARIO CORPORATION NO.  
 04 ADDRESS 300 BLOOR ST. W., WEST TOWER, SUITE 510 TORONTO ON M8X2X2

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME ONTARIO CORPORATION NO.  
 07 ADDRESS

08 SECURED PARTY / ROBERT G. MOLLENHAUER

09 LIEN CERTIFICATE ADDRESS 41 SECOND STREET OAKVILLE ON L6J3T1

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

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING AIRD & BERLIS LLP (124197-CM)

17 AGENT ADDRESS 181 BAY STREET, SUITE 1800 TORONTO ON M5J2T9

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

CONTINUED... 6

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

(crj1fu 06/2019)



RUN NUMBER : 161  
RUN DATE : 2021/06/10  
ID : 20210610135035.99

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

REPORT : PSSR060  
PAGE : 6  
( 8362)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : CERTUS AUTOMOTIVE INC.  
FILE CURRENCY : 09JUN 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
740316834

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20180608 1410 1793 1662	P PPSA	5

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

BUSINESS NAME	ADDRESS	ONTARIO CORPORATION NO.
03 BUSINESS NAME	04 ADDRESS	04 ONTARIO CORPORATION NO.
CERTUS AUTOMOTIVE INC.	300 BLOOR ST. W., WEST TOWER, SUITE 510 TORONTO	ON M8X2X2

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

BUSINESS NAME	ADDRESS	ONTARIO CORPORATION NO.
06 BUSINESS NAME	07 ADDRESS	07 ONTARIO CORPORATION NO.

SECURED PARTY / LIEN GRANTOR	ADDRESS	ONTARIO CORPORATION NO.
08 SECURED PARTY / LIEN GRANTOR	09 ADDRESS	09 ONTARIO CORPORATION NO.
R MOLLENHAUER HOLDINGS I INC.	300 BLOOR ST. W., WEST TOWER, SUITE 510 TORONTO	ON M8X2X2

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

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

13 GENERAL COLLATERAL DESCRIPTION

REGISTERING AGENT	ADDRESS	ONTARIO CORPORATION NO.
16 REGISTERING AGENT	17 ADDRESS	17 ONTARIO CORPORATION NO.
AIRD & BERLIS LLP (124197-CM)	181 BAY STREET, SUITE 1800 TORONTO	ON M5J2T9

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

CONTINUED... 7

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Mackitt*  
REGISTRAR OF PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES  
(crj1fu 06/2019)





RUN NUMBER : 161  
RUN DATE : 2021/06/10  
ID : 20210610135035.99

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

REPORT : PSSR060  
PAGE : 7  
( 8363)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : CERTUS AUTOMOTIVE INC.  
FILE CURRENCY : 09JUN 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
740316861

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20180608 1410 1793 1663	P PPSA	5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME CERTUS AUTOMOTIVE INC. ONTARIO CORPORATION NO.  
04 ADDRESS 300 BLOOR ST. W., WEST TOWER, SUITE 510 TORONTO ON M8X2X2

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME ONTARIO CORPORATION NO.  
07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT EUROCHROME INC.  
09 ADDRESS 1959 UPPER WATER STREET, SUITE 900 HALIFAX NS B3J3N2

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

11 MOTOR YEAR MAKE MODEL V.I.N.  
12 VEHICLE

13 GENERAL  
14 COLLATERAL  
15 DESCRIPTION

16 REGISTERING AIRD & BERLIS LLP (124197-CM)  
17 AGENT ADDRESS 181 BAY STREET, SUITE 1800 TORONTO ON M5J2T9

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

CONTINUED... 8

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

(crj1fu 06/2019)



RUN NUMBER : 161  
RUN DATE : 2021/06/10  
ID : 20210610135035.99

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

REPORT : PSSR060  
PAGE : 8  
( 8364)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : CERTUS AUTOMOTIVE INC.  
FILE CURRENCY : 09JUN 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
740316879

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD  
001 1 20180608 1411 1793 1664 P PPSA 5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME  
03 NAME BUSINESS NAME CERTUS AUTOMOTIVE INC.

04 ADDRESS 300 BLOOR ST. W., WEST TOWER, SUITE 510 TORONTO ONTARIO CORPORATION NO.  
ON M8X2X2

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

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / MICHAEL JAMES PROKOPETZ  
09 ADDRESS 5025 FOREST VALLEY DRIVE CLARKSTON MI 48348

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

11 MOTOR YEAR MAKE MODEL V.I.N.  
12 VEHICLE

13 GENERAL  
14 COLLATERAL  
15 DESCRIPTION

16 REGISTERING AIRD & BERLIS LLP (124197-CM)  
17 AGENT ADDRESS 181 BAY STREET, SUITE 1800 TORONTO ON M5J2T9

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

CONTINUED... 9

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





RUN NUMBER : 161  
RUN DATE : 2021/06/10  
ID : 20210610135035.99

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

REPORT : PSSR060  
PAGE : 9  
( 8365)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : CERTUS AUTOMOTIVE INC.  
FILE CURRENCY : 09JUN 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
686819682

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	1		20130510 1108 1590 0412	P PPSA	5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME CERTUS AUTOMOTIVE INC.

04 ADDRESS 181 BAY STREET, SUITE 1800 TORONTO

ONTARIO CORPORATION NO. 2350049  
ON M5J 2T9

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT THE TORONTO-DOMINION BANK

09 ADDRESS 1315 THE QUEENSWAY, BRANCH #1728 ETOBICOKE ON M8Z 1S8

COLLATERAL CLASSIFICATION

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

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL COLLATERAL DESCRIPTION

16 REGISTERING AGENT LOOPSTRA NIXON LLP (EC)

17 ADDRESS 135 QUEEN'S PLATE DRIVE, SUITE 600 TORONTO ON M9W 6V7

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

CONTINUED... 10

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

(crj1fu 06/2019)



RUN NUMBER : 161  
RUN DATE : 2021/06/10  
ID : 20210610135035.99

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

REPORT : PSSR060  
PAGE : 10  
( 8366)

TYPE OF SEARCH : BUSINESS DESTOR  
SEARCH CONDUCTED ON : CERTUS AUTOMOTIVE INC.  
FILE CURRENCY : 09JUN 2021

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER				
01	01	001		20180419 1434 1530 5312					
21	RECORD REFERENCED	FILE NUMBER	686819682						
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD				
		X	B RENEWAL	5					
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME					
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	CERTUS AUTOMOTIVE INC.						
25	OTHER CHANGE REASON/ DESCRIPTION								
02/	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
03/	TRANSFEREE	BUSINESS NAME							
04/07	ADDRESS	ONTARIO CORPORATION NO.							
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE							
08	ADDRESS								
09	COLLATERAL CLASSIFICATION								
10	CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
11	MOTOR VEHICLE GENERAL DESCRIPTION	YEAR	MAKE	MODEL	V.I.N.				
16	REGISTERING AGENT OR SECURED PARTY/LIEN CLAIMANT	ADDRESS	CANADIAN SECURITIES REGISTRATION SYSTEMS 4126 NORLAND AVENUE BURNABY BC V5G 3S8						

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

CONTINUED... 11

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

(crj2fu 06/2019)



RUN NUMBER : 161  
 RUN DATE : 2021/06/10  
 ID : 20210610135035.99

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

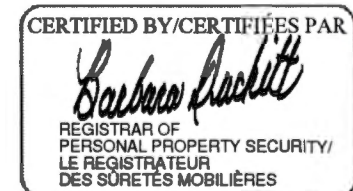
REPORT : PSSR060  
 PAGE : 11  
 ( 8367)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CERTUS AUTOMOTIVE INC.  
 FILE CURRENCY : 09JUN 2021

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
757461915	20191112 0851 1532 2912			
754415739	20190814 1442 1590 3115			
740316825	20180608 1410 1793 1661			
740316834	20180608 1410 1793 1662			
740316861	20180608 1410 1793 1663			
740316879	20180608 1411 1793 1664			
686819682	20130510 1108 1590 0412	20180419 1434 1530 5312		

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



(crj5 06/2019)





RUN NUMBER : 161  
RUN DATE : 2021/06/10  
ID : 20210610135105.25

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

REPORT : PSSR060  
PAGE : 1  
( 8368)

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

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : KEEN POINT INTERNATIONAL INC.

FILE CURRENCY : 09JUN 2021

ENQUIRY NUMBER 20210610135105.25 CONTAINS 7 PAGE(S), 2 FAMILY(IES).

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

MILLER THOMSON LLP  
40 KING STREET WEST, SUITE 5800  
TORONTO ON M5H 3S1

CONTINUED... 2

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Duckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES  
crfj5 06/2019



RUN NUMBER : 161  
RUN DATE : 2021/06/10  
ID : 20210610135105.25

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

REPORT : PSSR060  
PAGE : 2  
( 8369)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : KEEN POINT INTERNATIONAL INC.  
FILE CURRENCY : 09JUN 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
754415919

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	2		20190814 1445 1590 3117	P PPSA	5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME KEEN POINT INTERNATIONAL INC.

04 ADDRESS 3300 BLOOR STREET WEST, WEST TOWER, TORONTO ONTARIO CORPORATION NO. ON M8X 2X2

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN TERMINANT FGI WORLDWIDE LLC

09 ADDRESS 80 BROAD STREET, 22ND FLOOR NEW YORK NY 10004

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

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL COLLATERAL DESCRIPTION

16 REGISTERING AGENT BLAKE, CASSELS & GRAYDON LLP (S.CONWAY/MRO)  
17 ADDRESS 4000 COMMERCE COURT WEST, 199 BAY STREET TORONTO ON M5L 1A9

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

CONTINUED... 3

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

(crj1fu 06/2019)



RUN NUMBER : 161  
RUN DATE : 2021/06/10  
ID : 20210610135105.25

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

REPORT : PSSR060  
PAGE : 3  
( 8370)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : KEEN POINT INTERNATIONAL INC.  
FILE CURRENCY : 09JUN 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
754415919

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	2		20190814 1445 1590 3117		

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

04 ADDRESS SUITE 510 ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY /

09 NAME BUSINESS NAME ADDRESS

COLLATERAL CLASSIFICATION		MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING ADDRESS

17 AGENT \*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

CONTINUED... 4

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

(crj1fu 06/2019)





RUN NUMBER : 161  
 RUN DATE : 2021/06/10  
 ID : 20210610135105.25

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

REPORT : PSSR060  
 PAGE : 4  
 ( 8371)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : KEEN POINT INTERNATIONAL INC.  
 FILE CURRENCY : 09JUN 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
 668599641

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	01	001		20110328 1701 1462 0406	P PPSA	5

02 DEBTOR NAME  
 03 BUSINESS NAME KEEN POINT INTERNATIONAL INC.  
 04 ADDRESS 1 THE EAST MALL SUITE 201 TORONTO ONTARIO CORPORATION NO. ON M9B6G8

05 DEBTOR NAME  
 06 BUSINESS NAME  
 07 ADDRESS  
 08 SECURED PARTY / LIEN CREATOR THE TORONTO-DOMINION BANK  
 09 ADDRESS 1315 THE QUEENSWAY TORONTO ON M8Z1S8

10 COLLATERAL CLASSIFICATION

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

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

13 GENERAL COLLATERAL DESCRIPTION

16 REGISTERING AGENT GARFINKLE, BIDERMAN LLP (KAG FILE # 43-249)  
 17 ADDRESS 1 ADELAIDE ST. EAST, SUITE 801 TORONTO ON M5C2V9

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

CONTINUED... 5

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

(crj1fu 06/2019)



RUN NUMBER : 161  
RUN DATE : 2021/06/10  
ID : 20210610135105.25

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

REPORT : PSSR060  
PAGE : 5  
( 8372)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : KEEN POINT INTERNATIONAL INC.  
FILE CURRENCY : 09JUN 2021

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER				
01	01	001		20160118 1440 1530 5030					
21	RECORD REFERENCED	FILE NUMBER	668599641						
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD				
		X	B RENEWAL	5					
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME					
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	KEEN POINT INTERNATIONAL INC.						
25	OTHER CHANGE REASON/ DESCRIPTION								
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
03/06	DEBTOR/ TRANSFEREE	BUSINESS NAME							
04/07	ADDRESS	ONTARIO CORPORATION NO.							
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE							
08	ADDRESS								
09	COLLATERAL CLASSIFICATION								
10	CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
11	MOTOR VEHICLE GENERAL DESCRIPTION	YEAR	MAKE	MODEL	V.I.N.				
16	REGISTERING AGENT OR	CANADIAN SECURITIES REGISTRATION SYSTEMS							
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	4126 NORLAND AVENUE		BURNABY	BC	V5G 3S8		

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

CONTINUED... 6

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

(crj2fu 06/2019)





RUN NUMBER : 161  
 RUN DATE : 2021/06/10  
 ID : 20210610135105.25

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

REPORT : PSSR060  
 PAGE : 6  
 ( 8373)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : KEEN POINT INTERNATIONAL INC.  
 FILE CURRENCY : 09JUN 2021

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	001		20210118 1433 1530 9199	
21	RECORD REFERENCED	FILE NUMBER	668599641		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		X	B RENEWAL	5	
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	KEEN POINT INTERNATIONAL INC.		
25	OTHER CHANGE REASON/ DESCRIPTION				
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
03/06	TRANSFEEE	BUSINESS NAME			
04/07	ADDRESS	ONTARIO CORPORATION NO.			
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
10	COLLATERAL CLASSIFICATION	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED
		GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	AMOUNT MATURITY OR	MATURITY DATE
11	MOTOR VEHICLE GENERAL DESCRIPTION	YEAR MAKE	MODEL	V.I.N.	
16	REGISTERING AGENT OR	CANADIAN SECURITIES REGISTRATION SYSTEMS			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	4126 NORLAND AVENUE	BURNABY	BC V5G 3S8

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

CONTINUED... 7

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

RUN NUMBER : 161  
RUN DATE : 2021/06/10  
ID : 20210610135105.25

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


REPORT : PSSR060  
PAGE : 7  
( 8374)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : KEEN POINT INTERNATIONAL INC.  
FILE CURRENCY : 09JUN 2021

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
754415919	20190814 1445 1590 3117			
668599641	20110328 1701 1462 0406	20160118 1440 1530 5030	20210118 1433 1530 9199	

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

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

(crf)5 06/2019



**This is Exhibit "H" referred to in the affidavit  
of JEFFREY SWAN, SWORN BEFORE ME  
this \_\_\_\_\_ 6/18/2021 \_\_\_\_\_.**

DocuSigned by:

*Asim Iqbal*

\_\_\_\_\_  
A COMMISSIONER FOR TAKING AFFIDAVITS



**FORBEARANCE AGREEMENT**

**THIS AGREEMENT** is made this 21 day of March, 2019.

**AMONG:**

**THE TORONTO-DOMINION BANK**

(hereinafter sometimes called the “**Bank**”)

OF THE FIRST PART

- and -

**CERTUS AUTOMOTIVE INC.**, a company incorporated under the laws of Ontario

(hereinafter sometimes called “**Certus Canada**”)

OF THE SECOND PART

- and -

**KEEN POINT INTERNATIONAL INC.**, a company incorporated under the laws of Ontario

(hereinafter sometimes called “**KPI Canada**”)

OF THE THIRD PART

- and -

**KEEN POINT INTERNATIONAL, INC.**, a company incorporated under the laws of Michigan

(hereinafter sometimes called “**KPI Michigan**”)

OF THE FOURTH PART

- and -

**R.I.M. MANAGEMENT CO.**, a company incorporated under the laws of Michigan

(hereinafter sometimes called “**RIM**”)

OF THE FIFTH PART

- and -

**CERTUS AUTOMOTIVE (MEXICO) S. de R.L. de C.V.**, a company incorporated under the laws of Mexico

(hereinafter sometimes called “**Certus Mexico**”)

OF THE SIXTH PART

- and -

**CERTUS AUTOMOTIVE, INC.**, a company incorporated under the laws of Michigan

(hereinafter sometimes called “**Certus US**”)

OF THE SEVENTH PART

- and -

**CERTUS AUTOMOTIVE SHENZHEN CO. LTD.**, a company incorporated under the laws of China

(hereinafter sometimes called “**Certus China**”)

OF THE EIGHTH PART

- and -

**CERTUS AUTOMOTIVE, (HK) LIMITED**, a company incorporated under the Laws of Hong Kong

(hereinafter sometimes called “**Certus Hong Kong**”)

OF THE NINTH PART

- and -

**CERTUS AUTOMOTIVE (EUROPE) GmbH**, a company incorporated under the laws of Germany

(hereinafter sometimes called “**Certus Europe**”)

OF THE TENTH PART

- and -

**KORP CO**, a company incorporated under the laws of Michigan

(hereinafter sometimes called “**KC**”)

OF THE ELEVENTH PART

- and -

**KORP CO II**, a company incorporated under the laws of Michigan

(hereinafter sometimes called “**KCII**”)

OF THE TWELFTH PART

- and -

**R. MOLLENHAUER HOLDINGS I INC.**, a company incorporated under the laws of Ontario

(hereinafter sometimes called “**RMH Inc.**” and together with Certus Europe, Certus Canada, KPI Canada, KPI Michigan, RIM, Certus Mexico, Certus US, Certus China, Certus Hong Kong, KC and KCII are sometimes referred to collectively as the “**Certus Automotive Group**” and individually as members of the Certus Automotive Group)

OF THE THIRTEENTH PART

- and -

**ROB MOLLENHAUER**, of the City of Toronto, Ontario

(hereinafter sometimes called “**Rob**”)

OF THE FOURTEENTH PART

- and -

**MICHAEL JAMES PROKOPETZ**, of the City of Clarkston, Michigan

(hereinafter sometimes called “**Jim**”)

OF THE FIFTEENTH PART

**WHEREAS:**

A. The Bank has made certain credit facilities available to Certus Canada and KPI Canada pursuant to (a) a credit agreement dated September 21, 2016, as amended, supplemented or restated from time to time, including pursuant to the revised credit arrangements referred to in Recital H (the “**Credit Agreement**”); (b) a temporary bulge to the credit limit under the existing loan arrangements from a maximum principal amount of US\$16,339,000 to a maximum principal amount of US\$18,000,000 (the “**2019 Temporary Bulge**”); and (c) certain other agreements and arrangements among the Bank and Certus Canada, KPI Canada and the other members of the Certus Automotive Group pursuant to which the loans more particularly described in Schedule A have been advanced by the Bank to Certus Canada and KPI Canada, as borrowers (collectively the “**Loan Agreements**”) – each such loan being individually referred to as a “**Loan**” and such loans being collectively referred to as the “**Loans**”.

B. KPI Michigan, Certus Mexico, Certus US and RMH Inc. are also party to the Loan Agreements.

C. As security for the Loans and for all other present and future indebtedness, fees, expenses and other liabilities, direct or indirect, absolute or contingent, due to the Bank from the Certus Automotive Group (collectively, the “**Obligations**”), Certus Canada, KPI Canada, KPI Michigan, Certus Mexico, Certus US, RMH Inc., Jim and Rob, together sometimes referred to as collectively as the “**Obligors**” and each an “**Obligor**” executed, delivered and/or granted to the Bank certain security, including the security described in Schedule B (collectively, the “**Existing Security**”) as well as the guarantees described in Schedule C (the “**Existing Guarantees**”), each of which Existing Security and Existing Guarantee as subject to the terms and conditions thereof, in accordance with Section 35 hereof, and provided further and for greater certainty that it is acknowledged that there are limits on recourse with respect to the most recent guarantees provided by Rob and Jim.

D. In connection with the Existing Security and Existing Guarantees executed by Rob and Jim, each of Rob and Jim have provided or will provide to the Bank by no later than March 26, 2019, certificates of independent legal advice with respect to the execution of such Existing Security and such Existing Guarantees, which, among other things, confirms the validity, enforceability and value of such instruments.

E. Rob is the sole shareholder of RMH Inc., which is a primary shareholder of Certus Canada and KPI Canada as more particularly described in Schedule D. Jim is the sole shareholder of KC and KCII, and KC is a primary shareholder of Certus Canada and KCII is a primary shareholder of KPI Canada as more particularly described in Schedule D. Other than each of Euroshare Ltd.’s and Eric Windler’s minority interest in KPI Canada, no other party has any right, option or agreement of any nature whatsoever entitling such party to acquire any shares or ownership interest of any nature whatsoever entitling such party to acquire any share or ownership interest of any nature whatsoever with respect to any entity within the Certus Automotive Group.

F. Certus Canada and KPI Canada and the other members of the Certus Automotive Group operate in the business of providing engineering, manufacturing and distribution services with respect to specialized chrome plating products (including in excess of 33 finishes) for the automotive industry. The business of the Certus Automotive Group is carried on from facilities in (i) Canada (Toronto and Mississauga, Ontario), (ii) the United States of America (Auburn Hills and Grand Rapids, Michigan and Laredo, Texas), (iii) China (Shenzhen, Nanton (JV operation), and Zhuhai (JV operation), (iv) Mexico (Queretaro), and (v) Germany (Michelstadt and Hamburg), as more particularly described in Schedule D. The full share ownership structure of the Certus Automotive Group is as set out in Schedule D, save and except for the shares in the capital of Xin Point Holdings Limited sold by Eurochrome Corp. in 2018 and provided further that within 10 days of the date of this Agreement, the Certus Automotive Group and Jim will prepare a full updated share ownership structure of the Certus Automotive Group, which will reflect the current shares held in Xin Point Holdings Limited. All subsidiaries and joint venture interests held by any one of Certus Canada, KPI Canada, KPI Michigan, RIM, Certus Mexico, Certus US, Certus China, Certus Hong Kong, Certus Europe, RMH Inc., KC and KCII are also set out, and are more particularly described in Schedule D. No member of the Certus Automotive Group (or Jim or Rob) has any right, option or agreement of any nature whatsoever with respect to any entity other than as set out in Schedule D

G. Certus Canada and KPI Canada are hereinafter sometimes collectively referred to as the “**Borrowers**”.

H. Prior to the date of this Agreement, the Bank has provided the Borrowers with several temporary bulge credit facilities. Further, the Borrowers have previously defaulted on the Loans and the Loan Agreements several times and the Bank has temporarily waived compliance with certain obligations in connection with such defaults pursuant to certain default letters, although certain defaults remain unremedied and ongoing at this time and have not been waived by the Bank. A summary of such temporary bulge credit facilities and defaults includes the following:

- (a) **November 1, 2017:** The Borrowers and the Bank executed a first amending agreement dated November 1, 2017 to the Credit Agreement, whereby the Credit Agreement was amended to, among other things, provide for a temporary increase to the credit limit from a maximum principal amount of \$16,500,000 to a maximum principal amount of \$21,500,000 for the period between October 31, 2017 and December 15, 2017 (the “**November 2017 Temporary Bulge**”). The November 2017 Temporary Bulge was further extended two times. The first extension was until February 16, 2017 and the second extension was until March 31, 2017.

**November 20, 2017:** The Bank sent a default letter dated November 20, 2017 to the Borrowers (the “**November 20, 2017 Letter**”) which advised the Borrowers that they were in default of certain Obligations (as such term is defined in the November 20, 2017 Letter) under the Credit Agreement. Pursuant to the November 20, 2017 Letter, the Bank agreed to waive compliance with those Obligations for the period ending March 31, 2017, subject to the terms of the November 1, 2017 Temporary Bulge.

- (b) **June 5, 2018:** The Borrowers and the Bank executed a second amending agreement dated June 5, 2018 to the Credit Agreement, whereby the Credit Agreement was amended to, among other things, provide for a temporary increase to the credit limit from a maximum principal amount of \$16,500,000 to a maximum principal amount of \$21,500,000 until June 30, 2018.
- (c) **July 3, 2018:** The Borrowers and the Bank executed a third amending agreement dated July 3, 2018 to the Credit Agreement, whereby the Credit Agreement was amended to, among other things, provide for a temporary increase to the credit limit from a maximum principal amount of US\$12,790,000 to a maximum principal amount of US\$17,666,667 (or its CDN\$ equivalent) until August 31, 2018.
- (d) **July 3, 2018:** The Bank sent a default letter dated July 3, 2018 to the Borrowers (the “**July 3, 2018 Letter**”) which advised the Borrowers that they were in default of certain Obligations (as such term is defined in the July 2018 Letter) under the Credit Agreement. Pursuant to the July 3, 2018 Letter, the Bank agreed to waive compliance with those Obligations for the period ending March 31, 2018, subject to the terms of the July 2018 Letter.
- (e) **November 1, 2018:** The Bank sent a default letter dated November 1, 2018 to the Borrowers (the “**November 1, 2018 Letter**”) which advised the Borrowers that they were in default of certain Obligations (as such term is defined in the November 1, 2018 Letter) under the Credit Agreement. Pursuant to the November 1, 2018 Letter, the Bank advised the Borrowers that, among other things, the Bank did not waive compliance of those Obligations and the Bank reserved the right to exercise the rights and remedies available to it. The defaults referred to in the November 1, 2018 Letter remain unremedied and ongoing and have not been waived by the Bank.
- (f) **November 28, 2018:** The Bank sent a default letter dated November 28, 2018 to the Borrowers (the “**November 28, 2018 Letter**”) which advised the Borrowers that they were in default of certain Obligations (as such term is defined in the November 28, 2018 Letter) under the Credit Agreement. Pursuant to the November 28, 2018 Letter, the Bank advised the Borrowers that, among other things, the Bank did not waive compliance of those Obligations and the Bank reserved the right to exercise the rights and remedies available to it. The defaults referred to in the November 28, 2018 Letter remain unremedied and ongoing and have not been waived by the Bank.
- (g) **December 17, 2018:** The Bank sent a default letter dated December 17, 2018 to the Borrowers (the “**December 17, 2018 Letter**”) which advised the Borrowers that they were in default of certain Obligations (as such term is defined in the December 17, 2018 Letter) under the Credit Agreement. Pursuant to the December 17, 2018 Letter, the Bank advised the Borrowers that, among other things, the Bank did not waive compliance of those Obligations and the Bank reserved the right to exercise the rights and remedies available to it. The defaults

referred to in the December 17, 2018 Letter remain unremedied and ongoing and have not been waived by the Bank.

- (h) **December 19, 2018:** The Bank sent a default letter dated December 19, 2018 to the Borrowers (the “**December 19, 2018 Letter**”) which advised the Borrowers that they were in default of certain Obligations (as such term is defined in the December 19, 2018 Letter) under the Credit Agreement. Pursuant to the December 19, 2018 Letter, the Bank advised the Borrowers that, among other things, the Bank did not waive compliance of those Obligations and the Bank reserved the right to exercise the rights and remedies available to it. The defaults referred to in the December 19, 2018 Letter remain unremedied and ongoing and have not been waived by the Bank.
- (i) **December, 2018 – January, 2019:** By correspondence dated December 27, 2018, the Bank made an additional credit facility of up to a maximum principal amount of \$500,000 available to the Borrowers notwithstanding ongoing defaults under the credit arrangements (the “**2018 December Temporary Bulge Facility**”). A copy of this correspondence – which sets out the terms governing the usage and availability of this facility – is attached as Schedule H. Schedule H also includes correspondence with respect to certain short term extensions of these arrangements. The Borrowers defaulted under the terms of these arrangements as described in Recital H and as noted in the correspondence included in Schedule H.

I. The Certus Automotive Group has incurred significant and unexpected costs, losses, delays and quality control problems associated with the development, construction and initial operations of its plant located in Queretaro, Mexico (the “**Queretaro Plant**”) which was opened in May, 2017, which have, among other things, given rise to a request, by the Certus Automotive Group, to the Bank, for, among other things, temporary: (i) additional credit availability in the form of the 2019 Temporary Bulge through increased allowance for inventory for credit margining purposes and (ii) deferment of the obligation to repay certain principal outstanding, all as more particularly described in the Financial Forecasts (as defined below in Recital P). The Certus Automotive Group represents and warrants to the Bank that: (i) there will be no further development and construction costs associated with the Queretaro Plant, except as specifically set out in the Financial Forecasts; and (ii) all losses and quality control problems associated with the Queretaro Plant have been permanently reduced to ordinary course consistent with industry standards, as provided for in the Financial Forecasts.

J. By correspondence dated February 4, 2019 (the “**February 4, 2019 Correspondence**”) the Borrowers advised the Bank that the 2018 December Temporary Bulge was insufficient and that they required additional credit availability. The Borrowers also advised in the February 4, 2019 Correspondence that, among other things, they needed the additional credit availability as a result of a large erosion of cash flow due to sudden customer cancellations of approximately US\$1,200,000 and other restructuring costs required to secure refinancing. As a result of the information provided by Borrowers in the February 4, 2019 Correspondence, the Bank advised the Borrowers by correspondence dated February 5, 2019 that, among other things, the Bank had terminated the 2018 December Temporary Bulge Facility.



K. Notwithstanding the default relief and bulge credit facilities, previously provided by the Bank, the Loans to the Borrowers are in default and have been in default pursuant to the terms of the arrangements between the Bank and the Borrowers for many months.

L. On February 7, 2019, the Bank: (i) issued a formal written demand for payment of the Obligations; and (ii) delivered a notice of its intention to enforce the Existing Security pursuant to Section 244 of the *Bankruptcy and Insolvency Act* to the Borrowers and Certus USA and KPI Michigan. Receipt of that demand and that notice is acknowledged by each of the Borrowers and Certus USA and KPI Michigan. Receipt of that demand and that notice is also acknowledged by each member of the Certus Automotive Group.

M. By correspondence dated February 8, 2019, the Bank confirmed with the Borrowers the terms of the operating credit availability for each of the Borrowers pursuant to the existing Loan Agreements.

N. Upon and subject to the terms of this Agreement, the Bank has agreed to provide the 2019 Temporary Bulge credit facility.

O. The Certus Automotive Group has engaged: (i) Alvarez & Marsal Canada, ULC (“**Alvarez & Marsal**”); (ii) Grant Thornton LLP (“**Grant Thornton**”); and (iii) Duff & Phelps LLP (“**Duff & Phelps**”) to provide various financial services with respect to the Certus Automotive Group and the individual companies within the Certus Automotive Group and to report through the Certus Automotive Group to the Bank. Each of Alvarez & Marsal, Grant Thornton and Duff & Phelps has provided and will as necessary provide further financial services in respect to the following:

- (a) Alvarez & Marsal will provide services with respect to the Wind-Down Plan (as defined in section 7(d));
- (b) Grant Thornton will provide services with respect to the refinance program as more particularly described in Recital Q; and
- (c) Duff & Phelps will provide services with respect to the investment program and the divestiture program as more particularly described in Recital S.

P. The Certus Automotive Group has prepared financial forecasts for the period from the week of February 22, 2019 through to the week of May 31, 2019, a copy of which forecasts are annexed hereto as Schedule G (the “**Financial Forecasts**”). For greater certainty, the term “Financial Forecasts” in this Agreement: (i) also includes financial forecasts contemplated by Section 7(g); (ii) shall measure the borrowing base of the Borrowers at all times during the period covered by the Financial Forecasts as such borrowing base is required to be measured under the terms of the Credit Agreement and the Loan Agreements which the Borrowers and the other members of the Certus Automotive Group have agreed to adhere to at all times; and (iii) shall measure all of the considerations described in Recital V.

Q. Without limiting any of the provisions of either (i) the Financial Forecasts or (ii) the balance of the terms of this Agreement, each member of the Certus Automotive Group



specifically covenants, represents, warrants and agrees with the Bank as follows with respect to the period covered by the Financial Forecasts:

- (a) There will be no drawings on the operating facility provided by the Bank in excess of the amounts contemplated in the 2019 Temporary Bulge and all members of the Certus Automotive Group will adhere to the terms and conditions of this Agreement in all respects;
- (b) Except as may be reflected in Financial Forecasts, there will be no erosion in the value of the collateral over which the Bank holds a first ranking security interest as measured against the amount of the Obligations; and
- (c) In the event the Certus Automotive Group requires additional credit over and above the 2019 Temporary Bulge, the Bank shall not, and shall not be obligated to, under any circumstances provide such additional credit to the Certus Automotive Group.

R. Each of the members of the Certus Automotive Group has requested that the Bank forbear from exercising its Enforcement Rights (as defined below) so as to allow the Certus Automotive Group to pursue a program (the “**Refinancing Program**”) whereby the Certus Automotive Group will seek alternative financing for the Certus Automotive Group so as to repay permanently all Obligations to the Bank, as contemplated in this Agreement. Each of the members of the Certus Automotive Group agrees in favour of the Bank that it will diligently pursue the Refinancing Program as more particularly described in Schedule L, including, without limitation, as follows:

- (a) As of the date of this Agreement, the Certus Automotive Group will have obtained one or more term sheets, outlining the terms under which one or more alternative lender(s) will provide financing to the Certus Automotive Group in an amount sufficient to repay permanently all Obligations to the Bank. The Certus Automotive Group will provide copies of all such term sheets to the Bank.
- (b) By no later than April 5, 2019, the Certus Automotive Group will have signed a binding credit agreement, on terms satisfactory to the Bank, acting reasonably, whereby an alternative lender will provide financing to the Certus Automotive Group in an amount sufficient to repay permanently all Obligations to the Bank, failing which the Wind-Down Plan (as hereinafter defined in section 7(d) hereof) shall be prepared and delivered to the Bank within one week of April 5, 2019 .
- (c) The Certus Automotive Group shall report weekly to the Bank with respect to the status of the Refinancing Program, in accordance with Section 7(c).

S. Each of the members of the Certus Automotive Group further agree that any Refinancing Program must be completed by May 1, 2019, failing which an Event of Default shall be deemed to have occurred under the Loan Agreements.

T. In addition to the Refinancing Program, the Certus Automotive Group has advised the Bank that it will also pursue additional processes designed to gauge interest in: (i) the obtaining

of an investment in the Certus Automotive Group as more particularly described in Schedule I (the “**investment program**”); and (ii) the possibility of a sale of all or substantially all of the assets of the Certus Automotive Group as more particularly described in Schedule J (the “**divestiture program**”) and the Certus Automotive Group shall report weekly to the Bank with respect to the status of the investment program and the divestiture program, in accordance with Section 7(c); provided, however, that it is expressly acknowledged and agreed by each member of the Certus Automotive Group, Rob and Jim that nothing in respect of either such investment program or divestiture program shall affect or qualify the obligations of the Certus Automotive Group to complete the Refinancing Program and to repay permanently all Obligations to the Bank, as contemplated in this Agreement (including, without limitation, Recital R).

U. Each of the members of the Certus Automotive Group has agreed to observe all of the provisions of this Agreement, as applicable. In this Agreement all references (including all covenants, agreements, representations and warranties) to the Certus Automotive Group mean each member of the Certus Automotive Group, jointly and severally, and shall include reference to Rob and Jim and their companies as described in Recital D, provided however, that it is agreed that (i) while accordingly neither Rob nor Jim will ever seek to contest or oppose any such provision in this Agreement, the Bank will not bring an action against Rob or Jim if such a provision proves to be untrue solely on the basis of such provision being untrue if either Jim or Rob was not already liable in that regard prior to the entering into of this Agreement; and (ii) neither Rob nor Jim are personally liable for payment of any forbearance fees, Advisor fees or legal fees of the Bank.

V. The Borrowers have requested that the Bank forbear from exercising its Enforcement Rights, as defined below, and to continue to make available the 2019 Temporary Bulge for a period extending through May 1 2019, upon and subject to the terms of this Agreement.

W. Each of the members of the Certus Automotive Group has agreed that as a condition of the Bank agreeing to make the 2019 Temporary Bulge available to the Borrowers, the Bank and the Bank’s Advisor (as defined in Section 21) will need to be able to measure the working capital of the Certus Automotive Group on a weekly basis. In this regard, each of the members of the Certus Automotive Group agrees to, among other things, the following:

- (a) The 2019 Temporary Bulge is to fund the Borrowers’ current accounts receivable and inventory and not to fund losses;
- (b) The Borrowers are to provide the Bank and its Advisor on the Monday following each weekly period the accounts receivable and inventory balances, net of intercompany and contras for the Certus Automotive Group (the “**Working Capital Calculation Methodology**”);
- (c) During the Forbearance Period (as defined in Section 16 below), the Borrowers agree that any working capital surplus for the Certus Automotive Group, calculated using the Working Capital Calculation Methodology shall not be less than US\$4,000,000; and

- (d) To the extent that any working capital surplus for the Certus Automotive Group, calculated using the Working Capital Calculation Methodology, is less than US\$4,000,000, the operating line shall be reduced by the same amount.

X. Subject to Recital H, the Bank has not waived, and will not waive, any defaults or breaches by the Borrowers of the terms of the Loans, but rather has strictly reserved its rights and remedies under the Loans, the Existing Security and the Existing Guarantees and to enforce the Existing Security it holds and may hereafter be granted in respect of the Obligations (collectively, the “**Enforcement Rights**”).

**NOW THEREFORE** this Agreement witnesses that in consideration of the mutual covenants herein contained and the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, the parties agree as follows:

#### **ACKNOWLEDGMENTS/AGREEMENTS**

1. Each of the members of the Certus Automotive Group, Rob and Jim jointly and severally acknowledges and agrees in favour of the Bank that:
  - (a) the facts as set out in the recitals to this Agreement (the “**Recitals**”) are true and accurate in all respects and the Recitals form an essential part of this Agreement in all respects;
  - (b) as at the close of business on the 26 day of February, 2019, the aggregate principal amount of the Borrowers’ borrowings under the Loans, exclusive of interest, expenses and charges, are as set out in Schedule A and such amounts, together with the balance of the Obligations, remain owing to the Bank;
  - (c) each of the documents comprising the Existing Security is valid, binding and enforceable in accordance with its terms;
  - (d) each of the Existing Guarantees is valid, binding and enforceable in accordance with its terms;
  - (e) except as provided in this Agreement the Bank is in a position to enforce the Existing Security and the Existing Guarantees and to pursue all rights and remedies, including its Enforcement Rights, with respect to the Obligations as it may deem appropriate; and
  - (f) except as provided in this Agreement, the Bank (either by itself or through its employees or agents) has made no promises, nor has it taken any action or omitted to take any action, that would constitute a waiver of its rights to enforce the Existing Security and the Existing Guarantees and to pursue its rights and remedies, including its Enforcement Rights, in respect of the Obligations or that would estop it from so doing.

2. Each of the members of the Certus Automotive Group jointly and severally acknowledges and agrees in favour of the Bank that:
  - (a) the Existing Security for the Loans owing to the Bank has not been discharged, varied, waived or altered (except to the extent, if any, set out herein) and that the Existing Security is valid, binding upon and is enforceable against each of the members of the Certus Automotive Group, as applicable, in accordance with the terms thereof; and
  - (b) the Existing Guarantees are in full force and effect and are valid, binding and enforceable against each of the members of the Certus Automotive Group, as applicable, in accordance with the respective terms thereof.
3. None of the members of the Certus Automotive Group dispute their respective liability to repay the Obligations, the Loans and/or the amounts they have guaranteed, on any basis whatsoever and each such member of the Certus Automotive Group acknowledges and agrees in favour of the Bank that it has no claims for set-off, counterclaim or damages on any basis whatsoever against the Bank or any of its directors, officers, employees, representatives and agents.
4. Each of the members of the Certus Automotive Group acknowledges and agrees that its respective liability to repay the Obligations, the Loans and/or the amounts it has guaranteed shall not be reduced, released, diminished or in any manner affected by the terms of this Agreement, the performance of the terms in this Agreement, the Bank's agreement to forbear and any actual forbearance by the Bank in the exercise of its rights and remedies, including its Enforcement Rights, against the Borrowers and under the Existing Security.
5. Each of the members of the Certus Automotive Group, Rob and Jim acknowledges and agrees that they have no causes of action, disputes or claims against the Bank and the Bank's directors, officers, employees, representatives and agents and hereby jointly and severally releases and discharges the Bank and its directors, officers, employees, representatives and agents, from and against all claims, set-offs, counterclaims, damages and demands that they may have against the Bank or any such parties arising to the date of this Agreement out of any action or omission of the Bank or for any other reason whatsoever.
6. Each of the members of the Certus Automotive Group expressly jointly and severally confirms and agrees in favour of the Bank that the indebtedness set out in Schedule E owed by the members of the Certus Automotive Group and any security held by it in support of any such indebtedness is strictly and fully postponed and subordinated to and in favour of the Bank in all respects (and that, without limitation, no payments of any kind are to be made to either Rob or Jim in respect of such indebtedness while any Obligations are outstanding). Each of the members of the Certus Automotive Group jointly and severally covenants, represents and warrants in favour of the Bank that there is not (and will not be during the Forbearance Period) any tooling or equipment or other assets of any nature used in the business of any of the members of the Certus Automotive

Group or located in any of the locations described in Schedule D which is not owned exclusively and without restriction by one or more members of the Certus Automotive Group other than solely as set out in Schedule K.

## COVENANTS, REPRESENTATIONS AND WARRANTIES

7. During the Forbearance Period (as defined in Section 16 below), each of the members of the Certus Automotive Group jointly and severally covenants and agrees with the Bank as follows:
- (a) Each of the members of the Certus Automotive Group shall adhere to all existing financial and other covenants in the Loan Agreements and this Agreement, including all covenants, representations and warranties contained in the Recitals, provided that it is understood and agree that with respect to the Loan Agreements, the Certus Automotive Group will not comply with (i) the Debt Service Coverage ratio covenant, (ii) the Funded Debt to EBITDA covenant, or (iii) the borrowing base coverage obligation.
  - (b) The Certus Automotive Group shall carry out its business in compliance with, and shall stay within the overall operational financial results contemplated in, the Cash Flow Forecast. It is expressly acknowledged and agreed by the Certus Automotive Group that the additional credit availability shall not exceed the 2019 Temporary Bulge at any time by any amount. The Bank may choose (without notice of any kind) not to honour any cheques or wires which, if honoured, would cause the borrowings of the Certus Automotive Group to exceed the level contemplated in the Financial Forecasts. For greater certainty, and notwithstanding any other provision herein, it is expressly acknowledged and agreed that it shall be an Event of Default if the additional credit availability shall exceed the 2019 Temporary Bulge at any time by any amount.
  - (c) On a weekly basis, the Certus Automotive Group shall report to the Bank as to the status of each of: (i) the Refinancing Program, (ii) the investment program and (iii) the divestiture program. Without limitation, such reports shall include a report with respect to compliance with each milestone step contemplated in Schedule I, Schedule J and Schedule L.
  - (d) The Borrower shall present to the Bank a detailed orderly wind-down plan (the “**Wind-Down Plan**”), for consideration by the Bank working with the Advisor, with respect to the Certus Automotive Group at the earlier of: (i) April 12, 2019, if a definitive Credit Agreement in connection with a Refinancing Program has not been executed and delivered to the Bank by April 5, 2019; or (ii) April 22, 2019, if the Bank is not satisfied by April 15, 2019 that a Refinancing Program has sufficiently progressed such that the Bank is satisfied that all Obligations will be repaid by May 1, 2019, provided that there have been no earlier defaults. The Wind-Down Plan shall be prepared with the full participation of Alvarez & Marsal. Such orderly Wind-Down Plan shall address all relevant considerations, including:

- (i) maximization of value of all assets of the Certus Automotive Group;
- (ii) communications with direct customers and original equipment manufacturers;
- (iii) an operational program;
- (iv) a sales program;
- (v) accommodation agreements with customers and original equipment manufacturers; and
- (vi) cash flow forecasts.

For greater certainty, neither the Certus Automotive Group nor Alvarez & Marsal shall be required to discuss the Wind-Down Plan with any of its customers, suppliers or other stakeholders in advance of delivering it to the Bank.

- (e) Within ten (10) business days after the end of each month during the term of the Forbearance Period (as such term is defined in Section 16), the Certus Automotive Group will deliver the following information for the Certus Automotive Group to the Bank:
  - (i) a monthly aged listing of accounts receivable by entity; and
  - (ii) a compliance certificate in the form attached hereto as Schedule F.
- (f) No payments of principal, interest or other amounts shall be paid, directly or indirectly, to any of:
  - (i) Banco Nacional De Comercio Exterior (“**Banco Mexico**”), except for regularly scheduled interest payments provided for in the Financial Forecasts;;
  - (ii) Rob or any company controlled, directly or indirectly, by Rob, except for expense reimbursements incurred in the ordinary course of business; and
  - (iii) Jim or any company controlled, directly or indirectly, by Jim, except for expense reimbursements incurred in the ordinary course of business.
- (g) On a bi-weekly basis, the Certus Automotive Group shall provide the Bank with a cash flow projection through May 31 2019, which has been reviewed by the Advisor, on terms satisfactory to the Bank, acting reasonably.

8. The Certus Automotive Group undertakes and agrees that it shall provide (or cause to be provided) to the Bank, in form and substance satisfactory to the Bank, the following material, on or prior to the dates indicated:



- (a) By no later than the 25<sup>nd</sup> day of March, 2019, Certus Mexico shall have provided evidence of insurance coverage with respect to all of its real and personal property located in Mexico, including the Queretaro Plant, in form and content satisfactory to the Bank whereby among other things:
  - (i) such insurance coverage shall include property coverage and business interruption insurance;
  - (ii) such insurance coverage shall recognize the interest of the Bank in such assets ahead of any other creditors, whether as loss payee or assignee; and
  - (iii) the insurer shall have confirmed to the Bank that it recognizes the interest of the Bank pursuant to Section 8(a)(ii) and that such insurance coverage is in good standing in all respects and cannot be cancelled without at least twenty (20) days' prior written notice to the Bank in accordance with Section 27.
  
- (b) By no later than the 25<sup>nd</sup> day of March, 2019, the Bank shall have received confirmation from Export Development Corporation (“**EDC**”) that:
  - (i) it approves this Agreement; and
  - (ii) it continues to have coverage (including for greater certainty, coverage that has been supplemented or increased, including the increase in insurance coverage pursuant to a certain coverage certificate effective September 1, 2018), in favour of the Bank, with respect to the following loan documents:
    - (A) Limited Guarantee of Advances in the amount of 10,000,000 issued by EDC, in favour of Certus Canada; and
    - (B) Assignment of EDC Insurance, issued by Certus Canada and KPI Canada.
  
- (c) By no later than 25<sup>nd</sup> day of March, 2019, the following members of the Certus Automotive Group shall provide the following additional security:
  - (i) Certus Mexico and RMH Inc. shall each provide a guarantee in favour of the Bank guaranteeing the Obligations of Certus Canada and KPI Canada, including all the Loans and all present and future indebtedness, fees, expenses and other liabilities direct or indirect or contingent, on the Bank's standard form for guarantees;
  - (ii) KC shall provide a guarantee in favour of the Bank guaranteeing the Obligations of Certus Canada and KPI Canada, including all the Loans and all present and future indebtedness, fees, expenses and other liabilities direct or indirect or contingent, on the Bank's standard form for guarantees (collectively, the “**KC Guarantee**”). In support of the KC

Guarantee, KC shall execute a pledge agreement in favour of the Lender, pursuant to which KC will pledge all of the issued and outstanding shares of Certus Canada held by KC to the Bank; and

- (iii) KCII shall provide a guarantee in favour of the Bank guaranteeing the Obligations of Certus Canada and KPI Canada, including all the Loans and all present and future indebtedness, fees, expenses and other liabilities direct or indirect or contingent, on the Bank's standard form for guarantees (collectively, the "**KCII Guarantee**").
9. Each of the members of the Certus Automotive Group, as applicable, jointly and severally covenants and agrees with the Bank not to declare or pay any dividends, repay any shareholder loan or make any other payment to any person with whom it does not deal at arm's length (as such term is defined in the *Income Tax Act* (Canada)).
  10. Each of the members of the Certus Automotive Group jointly and severally covenants and agrees with the Bank to keep current at all times, all remittances required to be made by it for taxes owed to federal, provincial and municipal governments, including, without limitation, realty taxes, business taxes, monies owed in respect of source deductions for contributions pursuant to the Canada Pension Plan, *Employment Insurance Act* (Canada) and *Income Tax Act* (Canada), and in respect of Goods and Services Tax and Retail Sales Tax and each of them shall provide, upon request of the Bank or its Advisor, evidence in writing of such payments, satisfactory to the Bank acting reasonably. Each of the members of the Certus Automotive Group represents and warrants to the Bank that no such amounts are in arrears at this time other than in the ordinary course of business consistent with past practice.
  11. Each of the members of the Certus Automotive Group jointly and severally covenants and agrees with the Bank to reimburse the Bank at the conclusion of the Forbearance Period for all out-of-pocket expenses (including all of the Bank's reasonable legal expenses) that the Bank has incurred or will incur arising out of its dealings with each of the members of the Certus Automotive Group and in the protection, preservation and enforcement of the Existing Security and all additional security (the "**Additional Security**") provided in accordance with this Agreement, including the preparation of this Agreement. Until paid, such expenses shall be secured by the Existing Security and Additional Security. Notwithstanding the foregoing, it is acknowledged and agreed that through the date of execution herein the Bank's legal fees and expenses shall not exceed \$154,000.
  12. Each of the members of the Certus Automotive Group jointly and severally covenants and agrees with the Bank, as a condition of it entering into this Agreement: (a) to pay all fees outlined in the Loan Agreements, and (b) to pay the Bank a one-time administrative fee of \$50,000 (the "**Fee**") to partially reimburse the Bank with respect to the time expended by the Bank with respect to negotiating this Agreement and administering the accounts of the Certus Automotive Group. The Fee shall be fully earned on the signing of this Agreement and payable at the end of the Forbearance Period. Until paid, the Fee shall be secured by the Existing Security and Additional Security.



13. Each of the members of the Certus Automotive Group covenants that it will maintain in full force and effect its existing insurance coverage and shall provide evidence to the Bank, within ten (10) business days of the execution of this Agreement, in form and content satisfactory to the Bank, that
  - (a) such insurance coverage is in good standing;
  - (b) that the interest of the Bank in such insurance coverage has been recognized by the insurer; and
  - (c) that such insurance coverage cannot be cancelled without at least twenty (20) days' prior written notice to the Bank in accordance with Section 27.
14. Each of the members of the Certus Automotive Group will not, without the prior express written approval of the Bank, (a) reorganize its corporate structure or amalgamate, (b) issue or redeem any shares, whether to employees or otherwise, or (c) transfer funds from one corporate entity to the other except for transfers in the ordinary course of business and consistent with past practice.

#### **REPAYMENT OF OBLIGATIONS / CONTINUED AVAILABILITY OF LOANS**

15. All terms and conditions of all existing agreements between each of the members of the Certus Automotive Group and the Bank (including such terms and conditions as are provided for in the Loan Agreements) shall continue in full force and effect, save and except as amended by this Agreement and, in accordance with Section 36, to the extent that any provisions of the Loan Agreement are inconsistent with this Agreement, this Agreement shall prevail, provided that it is understood and agreed that with respect to the Loan Agreements, the Certus Automotive Group will not comply with (i) the Debt Service Coverage ratio covenant, (ii) the Funded Debt to EBITDA covenant, or (iii) the borrowing base coverage obligation.
16. Upon and subject to the terms of this Agreement, the Bank will continue to make the Loans available to the Borrowers and will forbear from exercising its Enforcement Rights from this date to and including an Event of Default hereunder, or 3 o'clock on the 1<sup>st</sup> of May 2019 (the "**Forbearance Period**") on the following basis:
  - (a) the Loans remain payable on demand (subject to the Forbearance Period);
  - (b) interest on the Borrowings of the Loans will be at 7.5% per annum (the "**Interest Rate**");
  - (c) provided the Borrowers are not in default under the Loan Agreement or this Agreement, no principal payments on the Loans will be made on in respect of the amounts due in or around March 1, 2019 and April 1, 2019; and
  - (d) Upon expiry of the Forbearance Agreement, the Borrowers shall pay principal together with interest at the Interest Rate on the borrowings under the Loans.

17. Each of the members of the Certus Automotive Group acknowledges and agrees with the Bank that notwithstanding the entering into of this Agreement, nothing contained herein or in any agreement with the Bank referred to herein shall have the effect of changing the nature of any part of the Loan Obligations of each of the members of the Certus Automotive Group from demand facilities (subject to the Forbearance Period) nor of obligating the Bank to extend the Forbearance Period.
18. Other than the continued availability of the Loans during the Forbearance Period, each of the members of the Certus Automotive Group acknowledge that the Bank has not agreed and is not obligated to extend any further or additional credit to any member or members of the Certus Automotive Group, whether during or after the conclusion of the Forbearance Period.

## EVENTS OF DEFAULT

19. The occurrence of any one or more of the following events shall constitute an event of default (an “**Event of Default**”) under this Agreement, provided that, other than with respect to an event of default under paragraphs (a) and (m) below, the Bank has provided written notice to the Certus Automotive Group and such event of default shall remain uncured for two (2) business days following the receipt of such notice:
  - (a) if any of the members of the Certus Automotive Group shall fail to repay the Bank any amount owing under this Agreement on the applicable due date;
  - (b) if any of the members of the Certus Automotive Group fails to provide any reports, certificates, information or materials required to be supplied pursuant to the Loan Agreements or any security instrument or this Agreement;
  - (c) if any representation or warranty provided to the Bank (herein or otherwise) by any of the members of the Certus Automotive Group was incorrect in a material respect when made or becomes incorrect;
  - (d) if any of the members of the Certus Automotive Group fails to perform or comply with any of their respective covenants or obligations contained in the Loan Agreements, this Agreement or any other agreement or undertaking made between them and the Bank
  - (e) if any of the members of the Certus Automotive Group fails to perform or comply with any of their respective covenants or obligations in the Loan Agreements or in any other agreement or undertaking made between them and the Bank, save and except any breach of such covenants or obligations existing as of the date of this Agreement and of which the Bank has knowledge;
  - (f) if any of the members of the Certus Automotive Group, as applicable, ceases to carry on its business, becomes insolvent (as defined in the *Bankruptcy and Insolvency Act* (Canada), commits an act of bankruptcy, makes an assignment for the benefit of creditors, or makes a proposal under the *Bankruptcy and Insolvency Act* (Canada) or the *Companies’ Creditors Arrangement Act*; petitions or applies

to any tribunal for the appointment of any receiver, trustee or similar liquidator for it or any of its property; if any receiver, trustee, manager, consultant, liquidator or similar party is appointed in respect of it or any of its property; if a petition is filed against it in bankruptcy; or if any proceeding is commenced by it relating to it or to any portion of its property under any law relating to reorganization, arrangement or readjustment of debts, dissolution or winding-up;

- (g) If the EDC coverage with respect to the Loan Arrangements is terminated or reduced in any way;
- (h) if a default occurs under any agreements with either of Banco Mexico or Toshiba Equipment Finance and/or if any one or more of Banco Mexico or Toshiba Equipment Finance take any steps to enforce security against any property of any of the members of the Certus Automotive Group;
- (i) without limiting the provisions of subsection 19(g) if any person takes possession of any property of any of the members of the Certus Automotive Group by way of or in contemplation of enforcement of security, or a distress or execution or similar process is levied or enforced against any property of any of the members of the Certus Automotive Group;
- (j) if a final judgment or decree for the payment of money is obtained or entered against an Obligor by any person;
- (k) if any of the members of the Certus Automotive Group takes any steps to challenge the validity or enforceability of the Existing Security, the Additional Security, the Existing Guarantees or this Agreement or any parts thereof;
- (l) if any of the Existing Security, Existing Guarantees, Additional Security or Additional Guarantees ceases to constitute a valid and perfected security interest against the assets secured thereby, ranking first in priority (or such other priority ranking as expressly agreed to in writing by the Bank);
- (m) if, in the Bank's unfettered discretion, a material adverse change, financial or otherwise, occurs in the business, affairs or conditions of any of the members of the Certus Automotive Group which causes the Bank to believe in good faith and on reasonable grounds that it is or is about to be unsecured or that its position will worsen.

## **CROSS-DEFAULT**

20. A default under the Loan Agreements, the Existing Security, the Additional Security or any other credit arrangements between the Borrowers and the Bank shall constitute a default under all Loan Agreements, the Existing Security, the Additional Security and any other credit arrangements between the other Borrowers and the Bank, and vice versa. A default under the obligations of either Borrowers with Banco Mexico shall constitute a default under the Loan Agreements, the Existing Security, the Additional Security and any other credit arrangements with the Borrowers and the Bank.

## **APPOINTMENT OF ADVISOR (DELOITTE RESTRUCTURING INC.)**

21. It is acknowledged and agreed by each member of the Certus Automotive Group, Rob and Jim that the Bank has engaged Deloitte Restructuring Inc. as a financial consultant to the Bank (the “**Advisor**”) and, with respect to the appointment of any such Advisor, each of the members of the Certus Automotive Group, Rob and Jim agrees that (in addition to such further terms of its appointment as such Advisor may require) without limitation:
- (a) Upon reasonable advance notice to, or arrangement with the Borrowers, the Advisor shall have reasonable access to the books, records, information (however stored), facilities, properties, assets and premises of the Borrowers during and after the Borrowers’ regular business hours.
  - (b) Each of the members of the Certus Automotive Group shall answer fairly, fully and to the best of its ability, all of the Advisor’s inquiries regarding the Borrowers, and it shall provide the Advisor with any information that the Advisor may reasonably request with respect to the business, affairs, property and assets of each of the members of the Certus Automotive Group and, in particular, with respect to any efforts to sell same.
  - (c) The Advisor may copy or take extracts from any books, records, information (however stored) or other documents to which the Advisor is entitled access hereunder and may make inquiries of the Certus Automotive Group regarding any of the customers and creditors of each of the members of the Certus Automotive Group.
  - (d) The Advisor will have no managerial capacity with respect to each of the Borrowers and will assume no decision-making responsibilities.
  - (e) The Advisor’s reasonable professional fees and expenses incurred during the course of this engagement shall be paid by the Borrowers at the end of the Forbearance Period. Until paid, the Advisor's fees and expenses shall be secured by the Existing Security. . The fees and costs of the Advisor for the period from February 1, 2019 through February 28, 2019 shall not exceed \$43,335.48 including HST. Fees for the ongoing weekly review and reporting subsequent to February 28, 2019, and as contemplated in the Forbearance Agreement are estimated to be \$4,000 per week not including disbursements and HST.
  - (f) The Bank may disclose to the Advisor any information it has, now or at any time in the future during the course of the Advisor’s engagement by the Bank, hereunder or otherwise, concerning each of the members of the Certus Automotive Group and their business, affairs, property and assets.
  - (g) (Without limiting any other provision of this Section 21) the Advisor shall be provided with:
    - (i) weekly cash receipts;

- (ii) weekly detailed accounts receivable listing aged sub ledgers;
- (iii) weekly detailed accounts payable listing aged sub ledgers;
- (iv) bi-weekly cash flow forecasts;
- (v) a weekly schedule of closing bank balances of all accounts, together with copies of supporting bank statements;
- (vi) weekly detailed statement of expenditures, including all cash disbursements;
- (vii) within ten (10) business days of month-end, the Advisor shall be provided with:
  - (A) a consolidated Borrowing Base with supporting sub ledgers; and
  - (B) interim financial reporting (unconsolidated).
- (viii) such other available information identified by the Advisor, acting reasonably,

for each member of the Certus Automotive Group no less often than once a week (except for (vii) which is to be delivered once per month).

The above documentation will be provided to the Advisor all with a view to allowing the Bank to be satisfied that there is no erosion of the value of the Existing Security, the Additional Security or the Borrowing Base in support of the Loans.

- (h) The Advisor shall be provided with all information necessary to evaluate the terms and considerations described in Recital W.
- (i) The Advisor may be a receiver as contemplated by Section 22.

## **CONCLUSION OF FORBEARANCE PERIOD**

22. Upon the occurrence of an Event of Default or otherwise at the expiration of the Forbearance Period, subject to applicable law, the Bank may, but is not required to, demand payment of the Obligations and enforce the Existing Security and the Additional Security and pursue all rights and remedies that it may have (including pursuant to the Existing Guarantees) in connection with each of the members of the Certus Automotive Group, as it deems appropriate, including, without limitation, the appointment of a receiver, or a receiver and manager. Each member of the Certus Automotive Group hereby acknowledges and consents to the appointment of such receiver or receiver and manager as the Bank shall deem appropriate, whether privately or by Court appointment, to the full extent permissible by law. In the event of the enforcement by the Bank of the Existing Security and the Additional Security, each of the members of the Certus

Automotive Group agree to cooperate with and fully assist the Bank or any receiver or receiver and manager appointed at the instance of the Bank in the enforcement of the Existing Security and Additional Security and the realization of the collateral subject thereto. It is further acknowledged and agreed by each member of the Certus Automotive Group that upon the occurrence of an Event of Default or otherwise at the expiration of the Forbearance Period, the Bank may, but is not required to, set off any of the Obligations and seize any funds held by any member of the Certus Automotive Group with the Bank.

23. In the event that the Bank does not take steps to enforce the Existing Security and the Additional Security immediately upon the conclusion of the Forbearance Period, any continued actual forbearance by the Bank shall not constitute or be deemed or implied to be a waiver of (a) the Bank's rights to enforce the Existing Security and the Additional Security in the Bank's sole discretion at any time after the conclusion of the Forbearance Period, or, (b) any Event of Default which gave rise to the conclusion of the Forbearance Period.

#### GENERAL

24. All capitalized terms used in this Agreement but not defined herein shall have the meaning ascribed thereto in the Credit Agreement.
25. Each of the members of the Certus Automotive Group hereby releases and discharges the Bank in respect of any loss that it may suffer or any other claim of any nature that it may have as a result of the Bank being asked to respond to any credit enquiry concerning any of the members of the Certus Automotive Group made by any other bank, financial institution or any other party.
26. Without prejudice to any other method of giving notice, any notice required or permitted to be given to a party pursuant to this Agreement shall be conclusively deemed to have been received by such party on the same day as the delivery of the notice by prepaid private courier or the sending of the notice by email during regular business hours at his, her or its address noted in the following section of this Agreement. Any party may change his, her or its address for service by notice given in the foregoing manner.
27. The address information for the parties is as follows:
- (a) for each of the members of the Certus Automotive Group, Rob and/or Jim (and their companies as described in Recital D):

Certus Automotive Inc.  
510-3300 Bloor Street West (West Tower)  
Toronto, Ontario M8X 2X2

Attention: Rob Mollenhauer  
Email: [rmoll@certusauto.com](mailto:rmoll@certusauto.com)

with a copy to:

Bennett Jones LLP  
First Canadian Place  
100 King Street West, Suite 3400  
Box 130  
Toronto, Ontario M5X 1A4

Attention: Sean Zweig  
Email: zweigs@bennettjones.com

(b) for the Bank:

TD Bank  
TD Bank Tower  
66 Wellington Street West  
39th Floor  
Toronto, Ontario M5K 1E9

Attention: Jeffrey Swan  
Email: jeff.swan@td.com

with a copy to:

Miller Thomson LLP  
Scotia Plaza  
40 King Street West, Suite 5800  
Box 1011  
Toronto, Ontario M5H 3S1

Attention: Jeffrey Carhart  
Email: jcarhart@millertomson.com

The parties are entitled to rely upon the accuracy of the names and addresses set out herein unless and until notice of change shall be received by each party.

28. Each of the members of the Certus Automotive Group, Rob and Jim acknowledge that time is of the essence of this Agreement. All obligations, agreements, covenants, representations and warranties of the Certus Automotive Group and/or members of the Certus Automotive Group provided for in this Agreement shall be deemed to be made on a joint and several basis. In this Agreement, the term “**business day**” means a day which is not a Saturday, Sunday or a statutory holiday in the Province of Ontario. In the event that any action, step or proceeding contemplated by this Agreement is scheduled to occur on a day which is not a business day, then the action or step or proceeding shall instead be required to occur on the next following business day, provided that for greater



certainty, any notice shall be deemed to have been received in accordance with Section 27 regardless of whether it is sent on a business day.

29. Each of the members of the Certus Automotive Group agree to promptly do, make, execute and deliver all such further acts, documents and instruments as the Bank may reasonably require to allow the Bank to enforce any of its rights under this Agreement and to give effect to the intention of this Agreement.
30. This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein. All references in this Agreement to currency are to U.S. currency unless expressly stated otherwise.
31. For the purpose of all legal proceedings, this Agreement will be deemed to have been performed in the Province of Ontario and the Courts of the Province of Ontario will have jurisdiction to entertain any action arising under this Agreement. Each of the parties to this Agreement irrevocably attorns to the jurisdiction of the Courts of the Province of Ontario and waives any objection to venue or any claim of inconvenient forum.
32. If any provision of this Agreement shall be deemed by any court of competent jurisdiction to be invalid or void, the remaining provisions shall remain in full force and effect.
33. This Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.
34. Words importing the singular include the plural and vice-versa, and words importing gender include all genders unless the context expressly otherwise requires. The headings contained in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
35. This Agreement constitutes the entire agreement of the parties relating to the subject matter hereof and may not be amended or modified except by written consent executed by all parties. No provision of this Agreement shall be deemed waived by any course of conduct unless such waiver is in writing and signed by all parties, specifically stating that it is intended to modify this Agreement. In the event of an express conflict between the terms and conditions of this Agreement and the terms and conditions of any of the Credit Agreement, Loan Agreements, the Existing Security, the Additional Security, the Existing Guarantees or the Additional Guarantees, the terms and conditions of this Agreement shall govern to the extent necessary to resolve such conflict. There are no representations, warranties or undertakings between the parties hereto with respect to the subject matter hereof other than as set out in this Agreement (and the Existing Security, the Existing Guarantees and other documentation ancillary hereto which term shall include Additional Guarantees and Additional Security).



36. This Agreement may be executed in any number of counterparts, all of which shall, collectively, constitute one Agreement. This Agreement may be executed and delivered by any of the parties by transmitting to the other a copy of this Agreement (executed by such delivering party) by email or similar means of electronic communications, and delivery in that manner by a party shall be binding upon such party.
37. Each of the members of the Certus Automotive Group, Rob and Jim hereby acknowledges they have reviewed the Agreement in its entirety with legal counsel prior to executing this Agreement.

*[signature pages to follow]*

**IN WITNESS WHEREOF AND FOR VALUABLE CONSIDERATION**, this Agreement has been executed and delivered by the parties hereto.

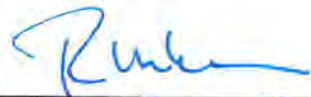
) **THE TORONTO-DOMINION BANK**  
 )  
 )  
 )  
 ) Per: \_\_\_\_\_  
 ) Name: \_\_\_\_\_  
 ) Title: \_\_\_\_\_  
 )  
 )  
 )  
 ) Per: \_\_\_\_\_  
 ) Name: \_\_\_\_\_  
 ) Title: \_\_\_\_\_  
 ) I/We have the authority to bind  
 ) The Toronto-Dominion Bank

) **CERTUS AUTOMOTIVE INC.**  
 )  
 )  
 ) Per: \_\_\_\_\_  
 ) Name: \_\_\_\_\_  
 ) Title: \_\_\_\_\_  
 )  
 ) Per: \_\_\_\_\_  
 ) Name: \_\_\_\_\_  
 ) Title: \_\_\_\_\_  
 ) I/We have the authority to bind  
 ) Certus Automotive Inc.

*[signature page to Forbearance Agreement – Certus Automotive Inc. et al.]*

**IN WITNESS WHEREOF AND FOR VALUABLE CONSIDERATION**, this Agreement has been executed and delivered by the parties hereto.

) **THE TORONTO-DOMINION BANK**  
)  
)  
)  
) Per: \_\_\_\_\_  
) Name:  
) Title:  
)  
)  
)  
)  
)  
) Per: \_\_\_\_\_  
) Name:  
) Title:  
) I/We have the authority to bind  
) The Toronto-Dominion Bank

) **CERTUS AUTOMOTIVE INC.**  
)  
)  
)  
) Per:   
) Name: R. Molkchanov  
) Title: President  
)  
)  
)  
)  
) Per: \_\_\_\_\_  
) Name:  
) Title:  
) I/We have the authority to bind  
) Certus Automotive Inc.

*[signature page to Forbearance Agreement – Certus Automotive Inc. et al.]*



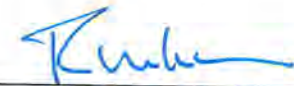


) **R.I.M MANAGEMENT CO.**  
)  
)  
)  
) Per: \_\_\_\_\_  
) Name:  
) Title:  
)  
)  
) Per: *M. J. Prokopetz*  
) Name: *Michael James Prokopetz*  
) Title: *President*  
) I/We have the authority to bind the  
) R.I.M Management Co.

) **CERTUS AUTOMOTIVE (MEXICO)**  
) **S. de R.L. de C.V.**  
)  
)  
) Per: \_\_\_\_\_  
) Name:  
) Title:  
)  
)  
) Per: \_\_\_\_\_  
) Name:  
) Title:  
) I/We have the authority to bind  
) Certus Automotive (Mexico) S. de  
) R.L. de C.V.

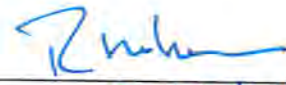
[signature page to Forbearance Agreement – Certus Automotive Inc. et al.]

) CERTUS AUTOMOTIVE, INC.  
)  
)  
)

) Per:   
) Name: R. Mollenhauer  
) Title: President

) Per: \_\_\_\_\_  
) Name:  
) Title:  
) I/We have the authority to bind  
) Certus Automotive, Inc.


) CERTUS AUTOMOTIVE SHENZHEN  
) CO. LTD.  
)  
)

) Per:   
) Name: R. Mollenhauer  
) Title: President

) Per: \_\_\_\_\_  
) Name:  
) Title:  
) I/We have the authority to bind  
) Certus Automotive Shenzhen Co.  
) Ltd.

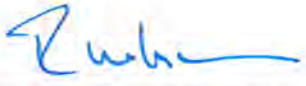
[signature page to Forbearance Agreement – Certus Automotive Inc. et al.]

) CERTUS AUTOMOTIVE, (HK)  
) LIMITED  
)  
)  
)

) Per:   
) Name: R. Wolkswagen  
) Title: Director

) Per: \_\_\_\_\_  
) Name:  
) Title:  
) I/We have the authority to bind  
) Certus Automotive, (HK) Limited

) CERTUS AUTOMOTIVE (EUROPE)  
) GmbH  
)  
)  
)

) Per:   
) Name: R. Wolkswagen  
) Title: Managing Director

) Per: \_\_\_\_\_  
) Name:  
) Title:  
) I/We have the authority to bind  
) Certus Automotive (Europe)  
) GmbH

[signature page to Forbearance Agreement – Certus Automotive Inc. et al.]



) **KORP CO**  
 )  
 )  
 )  
 )  
 ) Per: \_\_\_\_\_  
 ) Name:  
 ) Title:  
 )  
 ) Per:           M. J. Prokopetz            
 ) Name: *Michael James Prokopetz*  
 ) Title: *President*  
 ) I/We have the authority to bind  
 ) Korp Co  
 )

) **KORP CO II**  
 )  
 )  
 )  
 )  
 ) Per: \_\_\_\_\_  
 ) Name:  
 ) Title:  
 )  
 ) Per:           M. J. Prokopetz            
 ) Name: *Michael James Prokopetz*  
 ) Title: *President*  
 ) I/We have the authority to bind  
 ) Korp Co II  
 )

[signature page to Forbearance Agreement – Certus Automotive Inc. et al.]

R. MOLLENHAUER HOLDINGS I  
INC.

Per: \_\_\_\_\_

Name:

Title:

*R. Mollenhauer*

*R. Mollenhauer*

*Director*

Per: \_\_\_\_\_

Name:

Title:

I/We have the authority to bind R.  
Mollenhauer Holdings I Inc.

*Barbara J. Pettit*

Witness:

Name: *BARBARA J. PETTIT*

Address: *90 MAPLE AVE WEST  
BRETON ON L6G 1A0*

*R. Mollenhauer*

**ROB MOLLENHAUER**

Witness:

Name:

Address:

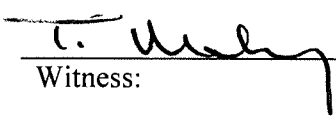
**MICHAEL JAMES PROKOPETZ**

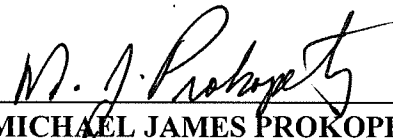
[signature page to Forbearance Agreement – Certus Automotive Inc. et al.]

) R. MOLLENHAUER HOLDINGS I  
 ) INC.  
 )  
 )  
 )  
 )  
 ) Per: \_\_\_\_\_  
 ) Name:  
 ) Title:  
 )  
 )  
 ) Per: \_\_\_\_\_  
 ) Name:  
 ) Title:  
 ) I/We have the authority to bind R.  
 ) Mollenhauer Holdings I Inc.

\_\_\_\_\_  
 Witness:  
 Name:  
 Address:

\_\_\_\_\_  
**ROB MOLLENHAUER**

  
 \_\_\_\_\_  
 Witness:  
 Name: **TIMOTHY M. MALY**  
 Address: **4198 PAVILION CT**  
**FENTON, MI 48430**

  
 \_\_\_\_\_  
**MICHAEL JAMES PROKOPETZ**

[signature page to Forbearance Agreement – Certus Automotive Inc. et al.]

**SCHEDULE A**  
**DESCRIPTION OF LOANS**  
**(As at March 19, 2019)**

<b>Facility</b>	<b>Loan Number</b>	<b>Currency</b>	<b>Credit Limit</b>	<b>Balance</b>	<b>Accrued Interest</b>	<b>Total Principal and Interest</b>
Operating Line –	7312182-1728	USD	<b>\$17,074,637.00</b>	\$17,496,149.98	\$68,938.80	\$17,565,088.78
EDC EGP Term Loan	9233741-08-1728	CAD	<b>\$1,861,893.75</b>	\$1,861,893.75	\$4,797.56	\$1,866,691.31
EDC EGP Term Loan	9233741-10-1728	CAD	<b>\$886,009.00</b>	\$886,009.00	\$2,282.99	\$888,291.99
EDC EGP Term Loan	9233741-11-1728	CAD	<b>\$1,392,772.80</b>	\$1,392,772.80	\$3,588.77	\$1,396,61.57
EDC EGP Term Loan	9233741-15-1728	CAD	<b>\$1,127,751.24</b>	\$1,127,751.24	\$4,129.42	\$1,131,880.66
EDC EGP Term Loan	9233741-16-1728	CAD	<b>\$1,310,606.89</b>	\$1,310,606.89	\$4,798.98	\$1,315,405.87
<b>Total (CAD)</b>			<b>\$6,579,033.68</b>	<b>\$6,579,033.68</b>	<b>\$19,597.72</b>	<b>\$6,598,631.40</b>
<b>Total (USD)</b>			<b>\$17,074,637.00</b>	<b>\$17,496,149.98</b>	<b>\$68,938.80</b>	<b>\$17,565,088.78</b>

**SCHEDULE B**  
**EXISTING SECURITY**

Date of Security Document:	Copy attached to PPSA registration – signature page with date is missing.
Issued By:	Certus Canada
Description:	General Security Agreement

Date of Security Document:	March 29, 2011
Issued By:	KPI Canada
Description:	General Security Agreement

Date of Security Document:	March 30, 2011
Issued By:	KPI Canada
Description:	Assignment of Life Insurance on Robert Mollenhauer in the amount of \$4,000,000

Date of Security Document:	May 7, 2013
Issued By:	Certus US
Description:	UCC Security Agreement

Date of Security Document:	March 7, 2013
Issued By:	KPI Michigan
Description:	UCC Security Agreement

Date of Security Document:	April 18, 2018
Issued By:	Certus Canada
Description:	Non-Possessory Pledge Over Assets held in Mexico

Date of Security Document:	December 20, 2016
Issued By:	Certus Canada
Description:	Stock Pledge Agreement in respect to certain stock owned by Certus Canada in Certus Mexico.

Date of Security Document:	April 18, 2018
Issued By:	Certus Mexico
Description:	Non-Possessory Pledge Over Assets held in Mexico

Date of Security Document:	December 20, 2016
Issued By:	RHM Inc.
Description:	Stock Pledge Agreement in respect to certain stock owned by RMH Inc. in Certus Mexico.

Date of Security Document:	February 21, 2019
Issued By:	Jim
Description:	Assignment of Term Deposits and Credit Balances

Date of Security Document:	February 21, 2019
Issued By:	Rob
Description:	Assignment of Term Deposits and Credit Balances

**SCHEDULE C**  
**EXISTING GUARANTEES**

**Canadian Guarantees**

Date of Guarantee:	May 7, 2013
Issued By:	KPI Canada
Indebtedness Guaranteed:	Obligations of Certus Canada to the Bank
Principal Limited:	Unlimited
Governing Law	Laws of the Province of Ontario and the laws of Canada applicable therein

Date of Guarantee:	May 7, 2013
Issued By:	Certus Canada
Indebtedness Guaranteed:	Obligations of KPI Canada to the Bank
Principal Limited:	Unlimited
Governing Law	Laws of the Province of Ontario and the laws of Canada applicable therein

Date of Guarantee:	March 29, 2011
Issued By:	KPI Michigan
Indebtedness Guaranteed:	Obligations of KPI Canada to the Bank
Principal Limited:	Unlimited
Governing Law	Laws of the Province of Ontario and the laws of Canada applicable therein

Date of Guarantee:	February 21, 2019
Issued By:	Rob and Jim
Indebtedness Guaranteed:	Obligations of Certus Canada and KPI Canada
Principal Limited:	Limited to the amount of US\$850,000
Governing Law	Laws of the Province of Ontario and the laws of Canada applicable therein

**US Guarantees**

Date of Guarantee:	May 7, 2013
Issued By:	Certus US
Indebtedness Guaranteed:	Obligations of Certus Canada to the Bank
Principal Limited:	Unlimited
Governing Law	Laws of the State of New York

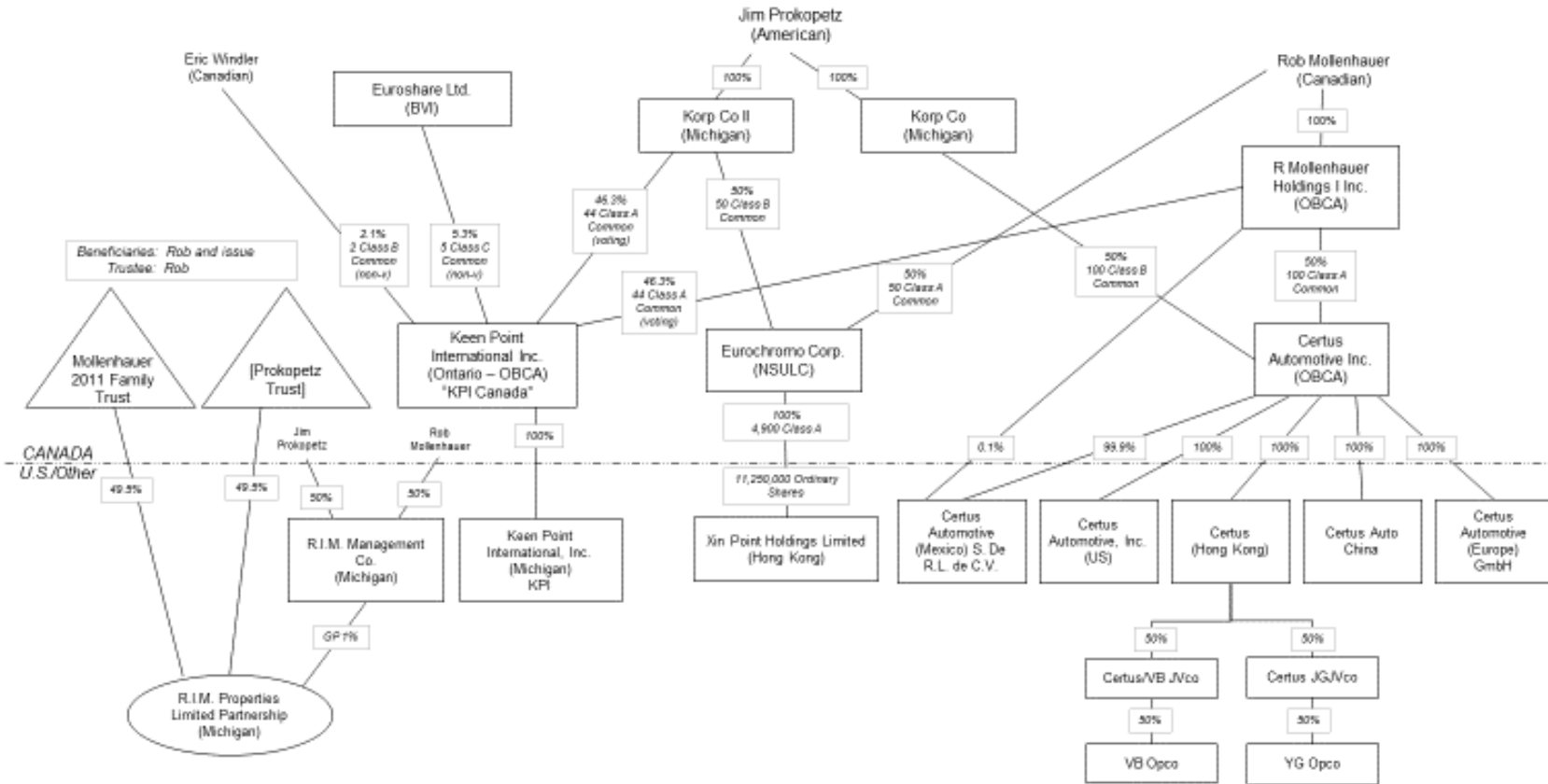
Date of Guarantee:	December 31, 2014
Issued By:	Certus US
Indebtedness Guaranteed:	Obligations of KPI Canada to the Bank
Principal Limited:	Unlimited
Governing Law	Laws of the State of New York

Date of Guarantee:	December 31, 2014
Issued By:	KPI Michigan
Indebtedness Guaranteed:	Obligations of Certus Canada to the Bank
Principal Limited:	Unlimited
Governing Law	Laws of the State of New York



## SCHEDULE D SHARE OWNERSHIP STRUCTURE

**KPI/Certus Global Corporate Chart  
January 1, 2018**



*Schedule D – continued –*

1. KPI Canada operates a joint venture with Xin Point Holdings Ltd a Chinese based manufacturer.
2. RIM operates the Auburn Hills office from premises which are leased by RIM and located at 1377 Atlantic Blvd, Auburn Hills, Michigan. This office is responsible for all general operations, program management, engineering, cost analysis, sales and quality control for the Certus Automotive Group.
3. Certus Canada sources chromed auto parts from manufacturing facilities owned and operated by:
  - (a) a joint venture between Certus Hong Kong and Nanpton Boyuan Certus Automotive Co. Ltd.; and
  - (b) a joint venture between Certus Hong Kong and Zhuhai Yonggang Industrial Certus Automotive Co. Ltd.
4. Certus Mexico – through its ownership of the Queretaro Plant. The Queretaro Plant is leased by Certus Mexico.
5. The Certus Automotive Group operates distribution facilities from leased facilities in:
  - (a) 2797 Thamesgate Dr., Mississauga, Ontario, Canada L4T 1G5– where the tenant is KPI Canada and Certus Canada.
  - (b) 13520 Mercury Drive, Laredo, Texas, USA 78045, and the tenant is KPI Canada and Certus Canada.
  - (c) 1050-36<sup>th</sup> St. SE Grand Rapids, Michigan, USA 4950, and the tenant is KPI Canada and Certus Canada.
  - (d) Zweigniederlassung Hamburg, Altenwerder Hauptstrasse 11-15,DE 21126 Hamburg Hamburg, Germany, and the tenant is Certus Europe.
6. The Certus Automotive Group operates engineering development offices from leased premises located in:
  - (a) Toronto, Ontario – where the tenant is KPI Canada and Certus Canada;
  - (b) Auburn Hills, Michigan – where the tenant is RIM and Certus USA;
  - (c) Michelstadt, Germany – where the tenant is Certus Europe;
  - (d) Shenzhen, China – where the tenant is Certus China; and
  - (e) Queterato, Mexico – where the tenant is Certus Mexico

- (f) The only secured creditors of any member of the Certus Automotive Group or unsecured creditors owed in excess of \$100,000 are as follows:
  - (i) Banco Nacional De Comercio Exterior is owed \$6 million by Certus Mexico;
  - (ii) Toshiba; and
  - (iii) Haitan.

**SCHEDULE E**  
**INTERCOMPANY INDEBTEDNESS**  
(as at February 28, 2019)

See attached.

**Due to/Due from****28-Feb-19****KPI CAD BOOKS**

<b>Due To</b>	<b>USD</b>	
KPI USA	(162,458.00)	21975-00-00
Certus USA	(3,372.84)	21977-00-00
Certus CAD	(147,560.00)	21981-00-00
Loan from Mexico	(249,985.00)	21903-00-00

<b>Due From</b>	<b>USD</b>	
KPI USA	2,412,082.53	11249-00-00
Certus CAD	(69,000.00)	11255-00-00
Certus USA	329.49	11256-00-00
Certus Germany	61,435.00	11258-00-00
Loan to Certus	16,937,883.00	11261-00-00
Mexico	43,789.13	11263-00-00
Loan to Certus Inc XEU	214,026.63	11264-00-00

**KPI USA BOOKS**

<b>Due To</b>	<b>USD</b>	
KPI CAD	(2,412,082.53)	21975-00-00
Certus USA	(35,500.23)	21977-00-00
Certus CAD	(17,005.01)	21981-00-00

<b>Due From</b>	<b>USD</b>	
Certus USA	270,610.00	11257-00-00
Certus CAD	1,660,965.00	11255-00-00
KPI CAD	162,458.00	11256-00-00

**Certus CAD**

<b>Due To</b>	<b>USD</b>	
Certus China	(3,545.70)	21911-00-00
Certus USA	(673,354.00)	21975-00-00
KPI USA	(1,660,965.00)	21979-00-00
KPI CAD	69,000.00	21976-00-00
Loan from KPI	(16,937,883.00)	21900-00-00
Loan from KPI XEU	(214,026.63)	21901-00-00

<b>Due From</b>	<b>USD</b>	
Mexico	5,525,420.00	11262-00-00
KPI CAD	147,560.00	11255-00-00
KPI USA	17,005.01	11256-00-00
Certus USA	401.94	11257-00-00
Due from HK	825,055.00	11263-00-00

**Certus USA**

<b>Due To</b>	<b>USD</b>	
KPI USA	(270,610.00)	21978-00-00
Certus CAD	(401.94)	21975-00-00
KPI CAD	(329.49)	21981-00-00

<b>Due From</b>	<b>USD</b>	
Certus CAD	673,354.00	11255-00-00
Mexico	1,700.03	11266-00-00
kpi cad	3,372.84	11256-00-00
kpi usa	35,500.23	11257-00-00

**Certus Germany**

<b>Due To</b>	<b>USD</b>	
KPI CAD	(61,435.00)	21981-00-00

**Certus Mexico**

<b>Due To</b>	<b>USD</b>	
Certus USA	(1,700.01)	21975-00-00
Certus CAD	(5,525,420.67)	21982-00-00
KPI CAD	(43,789.13)	21983-00-00
Loan to KPI CAD	249,985.00	11287-00-00

**Certus Hong Kong**

Due to Certus Canada	(825,055.00)
----------------------	--------------

## SCHEDULE F

### COMPLIANCE CERTIFICATE

**TO: The Toronto-Dominion Bank**

**RE:** \_\_\_\_\_ [*insert name of relevant entity in the Certus Automotive Group*]

The undersigned, \_\_\_\_, in his/ her capacity as the \_\_ of \_\_\_\_ (the “**Certus Entity**”), hereby certifies for and on behalf of the Certus Entity (without any personal liability whatsoever) as follows:

#### **1. Purpose**

This certificate is delivered to you pursuant to the credit arrangements between The Toronto-Dominion Bank (the “**Bank**”) and the members of the Certus Automotive Group as defined in, and as governed by, the Forbearance Agreement dated the \_\_ day of \_\_\_\_, 2019 (the “**Forbearance Agreement**”) and the Loan Agreements (such documents as the same may be modified, amended, supplemented, restated and replaced from time to time, the “**Credit Agreements**”).

I have read and am familiar with the provisions of the Credit Agreements, I have reviewed such books and records of the Certus Entity as I have deemed necessary for the purposes of this Compliance Certificate, and I have reviewed the attached reporting package which is in compliance with the Credit Agreements. All terms which are used herein without being specifically defined herein, but which are defined in the Forbearance Agreement, shall have the meanings ascribed thereto in the Forbearance Agreement.

A signed copy of this compliance certificate delivered by email transmission shall bind the Certus Entity and each entity within the Certus Automotive Group.

#### **2. Representations and Warranties**

All of the representations and warranties of each of the members of the Certus Automotive Group under the Credit Agreements are true and correct as of the date hereof (except any representations which are stated to be as of a specific date which were true and correct as of such date) with the same force and effect as if made at and as of the date hereof.

#### **3. Terms, Covenants and Conditions**

All of the terms, covenants and conditions of the Credit Agreements to be performed or complied with by each of the members of the Certus Automotive Group at or prior to the date hereof have been performed or complied with, other than as may be set out below (which exceptions have been communicated to the Bank):

**4. Events of Default and Pending Events of Default**

No event of default under the Credit Agreements has occurred and is continuing on the date hereof other than to the extent to which the Bank has previously received notice or as may be reflected below:

**5. Insurance**

The insurance coverage required under the Credit Agreements are in force as at the date hereof and none of the members of the Certus Automotive Group has made any insurance claim under such policies in excess of \$ \_\_\_\_\_ as at the date hereof which has not been disclosed in a prior compliance certificate delivered to the Bank except as may be set out in a schedule annexed hereto dated and initialed by the undersigned.

**6. Dispositions**

None of the members of the Certus Automotive Group has disposed of any assets out of the ordinary course of business since the date of the last compliance certificate delivered to the Bank other than as may be set out in a schedule annexed hereto dated and initialed by the undersigned.

**7. Borrowing Base**

As at the end of the month ending prior to the date hereof, the borrowing base components to be used for purposes of calculating the maximum operating borrowings as more particularly provided for under the Credit Agreements:

**8. General**

To assist the Bank in monitoring compliance with the Credit Agreements, the undersigned would be pleased to meet with the Bank to present the attached reporting more formally and to attempt to resolve any questions or concerns which the Bank might have with respect to this Compliance Certificate or the attached reporting package.

**Certified** at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_

---

Name:

Title:

**SCHEDULE G**  
**FINANCIAL FORECASTS**

See attached.



## Updated Cash Flow - Feb 1, 2019

DRAFT

March 1 - 2019 v 3/21/2019 14:00

Certus Automotive Inc. Weekly Cash Flow Forecast (Unaudited, in USD)															
Week Ending	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	Week 14	Week
	1/Mar/2019	8/Mar/2019	15/Mar/2019	22/Mar/2019	29/Mar/2019	5/Apr/2019	12/Apr/2019	19/Apr/2019	26/Apr/2019	3/May/2019	10/May/2019	17/May/2019	24/May/2019	31/May/2019	Total
<b>Receipts</b>															
Sales	2,374,209	1,779,058	1,780,974	1,833,429	2,816,826	2,178,703	1,649,652	1,638,870	1,456,962	2,418,748	1,455,389	1,532,790	1,610,683	1,801,287	<b>26,327,581</b>
VAT/ Other Rebate	40,837	29,292	0	7,867	0	100,547	201,583	109,875	205,011	151,122	198,906	0	125,000	1,234	<b>1,171,274</b>
<b>Total Receipts</b>	<b>2,415,046</b>	<b>1,808,350</b>	<b>1,780,974</b>	<b>1,841,296</b>	<b>2,816,826</b>	<b>2,279,250</b>	<b>1,851,235</b>	<b>1,748,745</b>	<b>1,661,973</b>	<b>2,569,869</b>	<b>1,654,296</b>	<b>1,532,790</b>	<b>1,735,683</b>	<b>1,802,522</b>	<b>27,498,856</b>
<b>Operating Disbursements:</b>															
Purchases	1,788,217	1,419,515	1,090,774	1,462,556	1,615,601	1,619,198	1,115,486	1,119,997	1,155,141	1,193,825	911,056	1,204,333	1,022,612	1,099,815	<b>17,818,127</b>
Payroll	415,151	424,341	314,540	388,113	287,664	308,025	259,368	265,838	192,976	387,065	231,012	390,487	186,749	324,338	<b>4,375,668</b>
Professional Fees	13,070	2,681	15,920	3,070	5,920	3,070	5,920	3,070	5,920	3,070	3,070	3,070	3,070	3,070	<b>73,991</b>
Corporate Overhead															<b>0</b>
Taxes (VAT, Corp Taxes etc.)	31,061	30,952	34,758	17,500	40,025	17,500	35,891	17,500	17,500	20,600	28,338	41,907	17,500	20,600	<b>371,631</b>
Freight/Warehouse/Custom Duty	286,354	113,124	113,886	128,326	139,027	132,325	186,473	133,777	169,242	138,466	143,095	152,786	170,053	157,204	<b>2,164,138</b>
Quality Charges	2,280	20,700	19,780	17,280	68,860	26,025	42,605	22,605	91,685	19,712	16,292	18,792	67,872	43,416	<b>477,904</b>
Misc. and CAM Contingency	570	570	91,570	62,965	570	10,570	83,570	94,146	570	570	120,570	76,320	570	570	<b>543,701</b>
Refinancing Expenses	68,692	22,000	56,692	64,692	111,692	49,385	85,000	55,385	98,336	70,000	35,000	20,000	10,000	0	<b>746,874</b>
<b>Total operating disbursements</b>	<b>2,605,395</b>	<b>2,033,884</b>	<b>1,737,920</b>	<b>2,144,501</b>	<b>2,269,358</b>	<b>2,166,098</b>	<b>1,814,312</b>	<b>1,712,318</b>	<b>1,731,370</b>	<b>1,833,309</b>	<b>1,488,434</b>	<b>1,907,696</b>	<b>1,478,427</b>	<b>1,649,013</b>	<b>26,572,034</b>
<b>Other Disbursements</b>															
Loan Principal Payments	62,136	6,442	0	66,560	12,136	6,442	0	16,560	62,000	12,136	6,442	0	16,560	129,136	<b>396,548</b>
Interest	103,151	632	0	0	110,651	632	0	0	0	352,017	632	0	0	110,651	<b>678,367</b>
Capital Purchases	57,491	79,585	29,585	56,352	29,585	69,000	48,625	131,250	24,000	78,120	33,120	43,720	33,120	33,120	<b>746,673</b>
<b>Total other disbursements</b>	<b>2,828,173</b>	<b>2,120,543</b>	<b>1,767,505</b>	<b>2,267,413</b>	<b>2,421,730</b>	<b>2,242,172</b>	<b>1,862,937</b>	<b>1,860,128</b>	<b>1,817,370</b>	<b>2,275,582</b>	<b>1,528,628</b>	<b>1,951,416</b>	<b>1,528,107</b>	<b>1,921,920</b>	<b>1,821,588</b>
<b>Net cash flow</b>	<b>-413,127</b>	<b>-312,192</b>	<b>13,469</b>	<b>-426,117</b>	<b>395,096</b>	<b>37,078</b>	<b>-11,702</b>	<b>-111,383</b>	<b>-155,397</b>	<b>294,287</b>	<b>125,668</b>	<b>-418,626</b>	<b>207,575</b>	<b>-119,398</b>	<b>25,677,267</b>
<b>Opening Cash Balance</b>	-16,468,165	-16,978,346	-17,313,210	-17,328,490	-17,754,607	-17,359,511	-17,374,447	-17,386,149	-17,516,697	-17,672,094	-17,377,807	-17,252,138	-17,705,440	-17,497,865	
(Draw)/ Paydown	-510,181	-334,863	-15,280	-426,117	395,096	-14,936	-11,702	-130,549	-155,397	294,287	125,668	-453,301	207,575	-146,948	
<b>Closing Cash Balance</b>	<b>-16,978,346</b>	<b>-17,313,210</b>	<b>-17,328,490</b>	<b>-17,754,607</b>	<b>-17,359,511</b>	<b>-17,374,447</b>	<b>-17,386,149</b>	<b>-17,516,697</b>	<b>-17,672,094</b>	<b>-17,377,807</b>	<b>-17,252,138</b>	<b>-17,705,440</b>	<b>-17,497,865</b>	<b>-17,644,813</b>	
<b>LOC Opening Balance</b>	18,000,000	18,000,000	18,000,000	18,000,000	18,000,000	18,000,000	18,000,000	18,000,000	18,000,000	18,000,000	18,000,000	18,000,000	18,000,000	18,000,000	
<b>LOC availability</b>	<b>1,021,654</b>	<b>686,790</b>	<b>671,510</b>	<b>245,393</b>	<b>640,489</b>	<b>625,553</b>	<b>613,851</b>	<b>483,303</b>	<b>327,906</b>	<b>622,193</b>	<b>747,862</b>	<b>294,560</b>	<b>502,135</b>	<b>355,187</b>	
Min Cash Required for CAM, CAE and CACH*	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	
<b>Cash Position For Toronto LOC</b>	<b>-17,278,346</b>	<b>-17,613,210</b>	<b>-17,628,490</b>	<b>-18,054,607</b>	<b>-17,659,511</b>	<b>-17,674,447</b>	<b>-17,686,149</b>	<b>-17,816,697</b>	<b>-17,972,094</b>	<b>-17,677,807</b>	<b>-17,552,138</b>	<b>-18,005,440</b>	<b>-17,797,865</b>	<b>-17,944,813</b>	

\* Assumptions:

CAM cash requirement to cover cheques at \$200K USD

CAE cash requirement to cover cheques at \$50K USD

CACH cash requirement to cover cheques at \$50K USD

**SCHEDULE H**

**CORRESPONDENCE WITH RESPECT TO THE  
TERMS OF ADDITIONAL CREDIT FACILITY OF  
UP TO A MAXIMUM PRINCIPAL AMOUNT OF \$500,000**

See attached.

**From:** Carhart, Jeffrey  
**Sent:** Tuesday, February 5, 2019 3:00 PM  
**To:** Sean Zweig <[ZweigS@bennettjones.com](mailto:ZweigS@bennettjones.com)>  
**Subject:** RE: TD BANK - CERTUS AUTOMOTIVE GROUP

Sean

I hope that you are feeling better.

The Bank is in receipt of Rob Mollenhauer's e mail of 3:56 pm yesterday below.

The Bank was surprised and disappointed with that request.

Among other things, in the circumstances, the Bank no longer has credit approval to continue to make available the arrangements which were originally outlined in my December 27, 2018 letter and which have been extended, on a short term basis, on multiple occasions since then (the "**December 27<sup>th</sup> arrangements**"), in accordance with the chain of correspondence below.

Also, the Bank is not prepared to make available the additional funding which has been requested [that is, the additional funding which Certus requested yesterday and which goes beyond the December 27<sup>th</sup> arrangements] nor is the Bank prepared to continue to extend the December 27<sup>th</sup> arrangements, unless the personal guarantees and satisfactory security referred to in my January 30<sup>th</sup> e mail are provided at this time. [That January 30<sup>th</sup> e mail, along with your reply, is in the chain below.]

We ask that all parties meet again at Miller Thomson at 9:30 am on Thursday February 7<sup>th</sup>.

We ask that Certus Automotive present its contingency plan - which was originally promised for the end of January – at that time.

Thank you.

**JEFFREY C. CARHART**  
Partner

**Miller Thomson LLP**  
Scotia Plaza  
40 King Street West, Suite 5800  
P.O. Box 1011  
Toronto, Ontario M5H 3S1  
**Direct Line:** +1 416.595.8615  
**Fax:** +1 416.595.8695  
**Email:** [jcarhart@millerthomson.com](mailto:jcarhart@millerthomson.com)  
**millerthomson.com**

Connect with us on [LinkedIn](#)  
View my [web page](#)



Please consider the environment before printing this email.

**From:** Swan, Jeffrey [<mailto:jeff.swan@td.com>]  
**Sent:** Monday, February 4, 2019 3:56 PM

**To:** Manning, Paul <[Paul.Manning@td.com](mailto:Paul.Manning@td.com)>; Phongsivorabout, Richard <[Richard.Phongsivorabout@td.com](mailto:Richard.Phongsivorabout@td.com)>; Carhart, Jeffrey <[icarhart@millerthomson.com](mailto:icarhart@millerthomson.com)>; Casey, Paul (CA - Toronto) <[paucasey@deloitte.ca](mailto:paucasey@deloitte.ca)>  
**Subject:** FW: Certus TD Submission

Jeffrey Swan | Director, Financial Restructuring Group | **TD Commercial Banking**  
TD Bank Tower, 66 Wellington Street West, 39<sup>th</sup> Floor, Toronto Ontario M5K 1E9  
T: 416-308-9215 | C: 416 738 7145 | F: 416-982-7710

Internal

**From:** Rob Mollenhauer <[rmoll@certusauto.com](mailto:rmoll@certusauto.com)>  
**Sent:** Monday, February 4, 2019 3:49 PM  
**To:** Swan, Jeffrey <[jeff.swan@td.com](mailto:jeff.swan@td.com)>  
**Cc:** Koroneos, Anna (CA - Toronto) <[paucasey@deloitte.ca](mailto:paucasey@deloitte.ca)>; Jack Pulkinen <[JPulkinen@certusauto.com](mailto:JPulkinen@certusauto.com)>; 'Greg Karpel' <[gkarpel@alvarezandmarsal.com](mailto:gkarpel@alvarezandmarsal.com)>; Wootton, Daniel <[Dan.Wootton@ca.gt.com](mailto:Dan.Wootton@ca.gt.com)>; Jim Prokopetz <[jprok@certusauto.com](mailto:jprok@certusauto.com)>  
**Subject:** Certus TD Submission

Jeff,

As per our discussion earlier this afternoon, we are presenting:

- i. Updated 13 week cash flow
- ii. January borrowing base
- iii. Updated topline summary on our refinancing and copy of draft term sheets (two for OLC and one for term loan). We are expecting 1-2 additional term sheets for both the OLC and term within the next week. Also attached is our sources and uses for the refinancing.
- iv. Our 'ask' of TD

## Cash Flow

Unfortunately our cash flow has worsened since our last submission. We will now require financing from TD through to the end of April of US\$18.0 million starting 2/22.

The reason for the large erosion in our cash flow since last c/f submission is as follows:

- Sudden customer cancellations of roughly \$1.2KK. We believe that most of the end of year adjustments have now been reflected and that while there are always going to be fluctuations, we think the main cancellations are now behind us.
- Roughly \$400K payroll related expense adjustments associated to us transitioning in January from using an outside payroll servicing company to starting our own separate company that employs all our Mexico plant staff
- Additional capex for two new injection machines and additional restructuring costs required to secure the refinancing.

## Borrowing Base

While the January borrowing base has improved from our projection, we will fall below our \$18.0 financing requirement for February and March assuming the previous collateral assumptions. However, as per the attachment, we have included what we believe are solid additional

collateral for the bank to support the \$18.0KK borrowing base level. We would be pleased to discuss this with you further.

### **Refinancing**

On the positive side we have received a term sheet for \$12-12.5KK for the term loan to augment our two term sheets on the OLC. Attached please find the FGI and Engenium term sheets. Both require additional credit approval but we have been told all indications are very positive. Dan will elaborate on our call.

### **Certus Ask for Financing from TD**

We fully acknowledge and appreciate the tremendous support extended Certus since we have been working with the Special Loans group. We know we missed our projected financials, both P&L and cash flow, last summer as we stabilized our Mexico plant.. While we have met our monthly projected P&L since September we have struggled on our cash flow as we align our expenditures to the sudden declining sales from the GM vehicle cancellations and the industry yearend inventory adjustments. We fully understand this cash flow puts our requirements above our borrowing base coverage. However, we request that TD supports our requirement of \$18.0 million through to the completion of the refinancing estimated between 3/31 and 4/30. We have been immersed in analyzing this cash flow and have eliminated any non-essential expense, stretched every supplier to the maximum level and have eliminated my and my partner Jim Prokopetz salary effective 1/15 and conclude that without the full 18KK support from TD, it does not appear that Certus will be able to continue operations effective 2/15. We know that our ask exceeds our TD financing covenants but we believe there is sufficient collateral to support the \$18.0 million and if we can receive TD's support for the next 2-3 months then based on our term sheets in-hand we have total confidence in securing a complete refinancing and repaying TD in full. We also ask that TD keeps our interest level at 7.5% vs the 20% on the portion beyond our BB – our cash flow reflects the 7.5% - and that TD consider extending us a temporary holiday on the principle payment.

Regards,

***Rob***

Rob Mollenhauer



510-3300 Bloor St West-West Tower  
Toronto, Ontario M8X 2X2  
Phone: (416) 231-0909 Ext. 222  
[rmoll@certusauto.com](mailto:rmoll@certusauto.com)

This e-mail (and any attachments), is confidential and may be privileged. It may be read, copied and used only by intended recipients. Unauthorized access to this e-mail (or attachments) and disclosure or copying of its contents or any action taken in reliance on it is unlawful. Unintended recipients must notify the sender immediately by e-mail/phone & delete it from their system without making any copies or disclosing it to a third person.

If you wish to unsubscribe from receiving commercial electronic messages from TD Bank Group, please click [here](#) or go to the following web address: [www.td.com/tdoptout](http://www.td.com/tdoptout)

Si vous souhaitez vous désabonner des messages électroniques de nature commerciale envoyés par Groupe Banque TD veuillez cliquer [ici](#) ou vous rendre à l'adresse [www.td.com/tddesab](http://www.td.com/tddesab)

NOTICE: Confidential message which may be privileged. Unauthorized use/disclosure prohibited. If received in error, please go to [www.td.com/legal](http://www.td.com/legal) for instructions.

AVIS : Message confidentiel dont le contenu peut être privilégié. Utilisation/divulgarion interdites sans permission. Si reçu par erreur, prière d'aller au [www.td.com/francais/avis\\_juridique](http://www.td.com/francais/avis_juridique) pour des instructions.

**From:** Carhart, Jeffrey  
**Sent:** Thursday, January 31, 2019 5:20 PM  
**To:** Sean Zweig <[ZweigS@bennettjones.com](mailto:ZweigS@bennettjones.com)>  
**Subject:** Re: TD BANK - CERTUS AUTOMOTIVE GROUP

Sean

Subject to final Bank Credit approval, your comments are acceptable. I will advise further as soon as possible.

Regards,

**JEFFREY C. CARHART**  
Partner

**Miller Thomson LLP**  
Scotia Plaza  
40 King Street West, Suite 5800  
P.O. Box 1011  
Toronto, Ontario M5H 3S1  
**Direct Line:** +1 416.595.8615  
**Fax:** +1 416.595.8695  
**Email:** [jcarhart@millerthomson.com](mailto:jcarhart@millerthomson.com)  
**millerthomson.com**

Connect with us on [LinkedIn](#)  
View my [web page](#)



Please consider the environment before printing this email.

On Jan 31, 2019, at 12:12 PM, Sean Zweig <[ZweigS@bennettjones.com](mailto:ZweigS@bennettjones.com)> wrote:

Jeff,

Please see below in red.

<image001.png> Sean Zweig  
*Partner, Bennett Jones LLP*

3400 One First Canadian Place, P.O. Box 130, Toronto, ON, M5X 1A4  
T. [416 777 6254](tel:4167776254) | F. [416 863 1716](tel:4168631716)  
E. [zweigs@bennettjones.com](mailto:zweigs@bennettjones.com)

**From:** Carhart, Jeffrey <[jcarhart@millerthomson.com](mailto:jcarhart@millerthomson.com)>  
**Sent:** 30 January 2019 3:36 PM

**To:** Sean Zweig <[ZweigS@bennettjones.com](mailto:ZweigS@bennettjones.com)>  
**Subject:** RE: TD BANK - CERTUS AUTOMOTIVE GROUP

Dear Sean

Thank you – and to everyone on your side – for attending this morning’s meeting

With reference to my message of 5:40 pm on January 28<sup>th</sup> in the chain below (and with reference to the entire chain below):

1 We confirm the advice of the Certus Automotive Group (“Certus”) that they are in a position to deliver a borrowing base certificate – which will be compliant with generally accepted accounting principles – which will show that Certus Canada and KPI are back within the terms of my December 27, 2018 letter (copy again attached – and Certus Canada and KPI are defined terms in that letter and other capitalized terms in this chain continue to have the definitions in that letter) and the balance of the chain below. We confirm that that certificate is to be delivered to the Bank by no later than noon on February 4<sup>th</sup>. **Comment – Certus confirms that it will submit the updated borrowing base certificate by close of business on February 4 (i.e. not necessarily by noon). The assumptions in the certificate will be based on the same assumptions that Certus applied throughout last year. Certus cannot today confirm that such certificate will show complicate with the December 27 letter, etc. given that the certificate is in the process of being prepared. Certus intends to comment on its ability to stay within the limits of the December 27 letter on February 4.**

2 We also confirm the advice of Certus that all available term sheets and an accompanying report with respect to the re-financing program being led by Grant Thornton (the “re-financing program”) will be delivered to the Bank by no later than noon on February 7<sup>th</sup>. **Comment – as discussed in yesterday’s meeting (and acknowledged by Paul Casey), not all available term sheets may be considered executable, but Certus will certainly provide all executable term sheets received by noon on February 7.**

3 We also confirm that Certus will deliver a summary of actual receipts and disbursements for the two weeks ended Friday January 25, 2019 by the close of business on February 1, 2019. The Bank requires Certus to deliver subsequent such reports on a weekly basis on the Monday of each week. **Comment – agreed.**

4 The Bank also requires Certus to deliver a complete report with respect to : (i) all term sheets received with respect to the re-financing program (ii) the investment / divestiture program being led by Duff & Phelps (the “investment / divestiture program”) and (iii) Certus’s recommended course of action with respect to the full, permanent repayment of its indebtedness to the Bank by noon on February 18, 2019. **Comment – same comment as #2 (i.e. only executable term sheet will be provided). The rest is agreed.**

5 We also confirm the advice of Certus that all worldwide cash receipts will be consolidated to the Certus Canada and KPI bank accounts with the Bank on a daily basis. **Comment – agreed that Certus will transfer all cash balances from its TD NY accounts on a daily basis. Regarding its bank balances from its China, Germany and Mexico accounts (representing the remainder of its global bank accounts), Certus will transfer any excess funds not required to cover their respective supplier and payroll requirements.**

6 On the basis that Certus confirms its agreement with the foregoing, the Bank is prepared to extend the banking arrangements described below (which, again, include my December 27, 2018 letter) through February 18<sup>th</sup>. **Ok, thank you.**

Please confirm the agreement of Certus Canada and KPI by the close of business today. Subject to the Bank's satisfactory receipt, review and analysis of the materials described above, the Bank is prepared to consider an additional forbearance period, in accordance with a comprehensive forbearance agreement, to permit Certus to implement its (i) re-financing and (ii) investment / divestiture programs. As discussed, any such additional time period will require the support of the owners of Certus by way of limited personal guarantees, secured by assets outside of the Certus business. **Comment – We can discuss the terms of a further extension at the appropriate time. As you know, the shareholders would require ILA in connection with any request for guarantees.**

Thank you.

**JEFFREY C. CARHART**  
Partner

**Miller Thomson LLP**  
Scotia Plaza  
40 King Street West, Suite 5800  
P.O. Box 1011  
Toronto, Ontario M5H 3S1  
**Direct Line:** +1 416.595.8615  
**Fax:** +1 416.595.8695  
**Email:** [jcarhart@millerthomson.com](mailto:jcarhart@millerthomson.com)  
**millerthomson.com**

Connect with us on [LinkedIn](#)  
View my [web page](#)

<image002.png>

Please consider the environment before printing this email.

**From:** Carhart, Jeffrey  
**Sent:** Tuesday, January 29, 2019 5:09 PM  
**To:** Sean Zweig <[ZweigS@bennettjones.com](mailto:ZweigS@bennettjones.com)>  
**Subject:** RE: TD BANK - CERTUS AUTOMOTIVE GROUP

Confirmed – thank you

**JEFFREY C. CARHART**  
Partner

**Miller Thomson LLP**  
Scotia Plaza  
40 King Street West, Suite 5800  
P.O. Box 1011  
Toronto, Ontario M5H 3S1  
**Direct Line:** +1 416.595.8615  
**Fax:** +1 416.595.8695  
**Email:** [jcarhart@millerthomson.com](mailto:jcarhart@millerthomson.com)  
**millerthomson.com**



Connect with us on [LinkedIn](#)  
View my [web page](#)

<image002.png>

Please consider the environment before printing this email.

**From:** Sean Zweig [<mailto:ZweigS@bennettjones.com>]  
**Sent:** Tuesday, January 29, 2019 4:57 PM  
**To:** Carhart, Jeffrey <[jcarhart@millertomson.com](mailto:jcarhart@millertomson.com)>  
**Subject:** RE: TD BANK - CERTUS AUTOMOTIVE GROUP

Jeff,

We are available. Dan Wootton from GT will attend as well.

See you at 9:30am tomorrow.

<image001.png> Sean Zweig  
*Partner*, Bennett Jones LLP

3400 One First Canadian Place, P.O. Box 130, Toronto, ON, M5X 1A4  
T. [416 777 6254](tel:4167776254) | F. [416 863 1716](tel:4168631716)  
E. [zweigs@bennettjones.com](mailto:zweigs@bennettjones.com)

**From:** Carhart, Jeffrey <[jcarhart@millertomson.com](mailto:jcarhart@millertomson.com)>  
**Sent:** 29 January 2019 12:56 PM  
**To:** Sean Zweig <[ZweigS@bennettjones.com](mailto:ZweigS@bennettjones.com)>  
**Subject:** RE: TD BANK - CERTUS AUTOMOTIVE GROUP

Sean

TD wishes to meet again with the company, you and Greg Karpel tomorrow morning

We can meet at 9:30 at Miller Thomson

Please confirm

Thank you

**JEFFREY C. CARHART**  
Partner

**Miller Thomson LLP**  
Scotia Plaza  
40 King Street West, Suite 5800  
P.O. Box 1011  
Toronto, Ontario M5H 3S1  
**Direct Line:** +1 416.595.8615  
**Fax:** +1 416.595.8695  
**Email:** [jcarhart@millertomson.com](mailto:jcarhart@millertomson.com)  
[millertomson.com](http://millertomson.com)

Connect with us on [LinkedIn](#)  
View my [web page](#)

<image002.png>

Please consider the environment before printing this email.

**From:** Sean Zweig [<mailto:ZweigS@bennettjones.com>]  
**Sent:** Monday, January 28, 2019 7:07 PM  
**To:** Carhart, Jeffrey <[jcarhart@millერთhompson.com](mailto:jcarhart@millერთhompson.com)>  
**Subject:** RE: TD BANK - CERTUS AUTOMOTIVE GROUP

Jeff,

I am scheduled to speak to Certus and A&M tomorrow afternoon, and then will come back to you.

Sean Zweig  
Bennett Jones LLP  
(416) 777-6254  
[zweigs@bennettjones.com](mailto:zweigs@bennettjones.com)

**From:** Carhart, Jeffrey <[jcarhart@millერთhompson.com](mailto:jcarhart@millერთhompson.com)>  
**Date:** Monday, Jan 28, 2019, 5:40 PM  
**To:** Sean Zweig <[ZweigS@bennettjones.com](mailto:ZweigS@bennettjones.com)>  
**Subject:** RE: TD BANK - CERTUS AUTOMOTIVE GROUP

Sean

I am writing with reference to (i) our conversation on the morning of January 25<sup>th</sup>; (ii) my e mail of January 21<sup>st</sup> below; and (iii) the most recent borrowing base information sent to the Bank by the Certus Automotive Group ("Certus") on Friday January 25<sup>th</sup>

In summary, at this time:

1 You indicated on Friday morning that multiple term sheets with respect to the proposed refinancing and that a report would be forthcoming to the Bank this morning. The Bank did not receive such a report.

2 The most recent borrowing base information delivered by Certus indicates that the excess inventory allowance of \$4.5 million that Certus has referred to in its most recent requests of the Bank will be exceeded heavily during the period running through March, 2019. The Bank is in the process of reviewing this information with Deloitte, but the borrowing base information delivered by Certus seems to demonstrate that the Bank will be asked to increase its global reliance on inventory from 48% in December to approximately 80% by March, 2019.

3 The banking arrangements described in my January 21<sup>st</sup> e mail – which, of course, referenced my December 27, 2018 letter and my additional e mails in the chain below – were only in effect through January 25<sup>th</sup>. I note that, among other things, those arrangements were based, in part, on a borrowing base calculation shortfall limited to \$4 million, as referenced in my letter of December 27, 2018. The most recent borrowing base information sent to the Bank by Certus on January 25<sup>th</sup> shows that shortfall at \$5.166 million. That is another event of default under the credit arrangements.

4 At this point, it is unclear exactly what Certus is asking the Bank to consider in terms of these loan arrangements on a go forward basis. Once again, the Bank continues to reserve all of its rights in respect of the various defaults which have occurred and which remain ongoing.

Thank you

**JEFFREY C. CARHART**  
Partner

**Miller Thomson LLP**  
Scotia Plaza  
40 King Street West, Suite 5800  
P.O. Box 1011  
Toronto, Ontario M5H 3S1  
**Direct Line:** +1 416.595.8615  
**Fax:** +1 416.595.8695  
**Email:** [jcarhart@millerthomson.com](mailto:jcarhart@millerthomson.com)  
**millerthomson.com**

Connect with us on [LinkedIn](#)  
View my [web page](#)

<image002.png>

Please consider the environment before printing this email.

**From:** Carhart, Jeffrey  
**Sent:** Monday, January 21, 2019 4:42 PM  
**To:** Rob Mollenhauer <[rmoll@certusauto.com](mailto:rmoll@certusauto.com)>  
**Cc:** Swan, Jeffrey ([jeff.swan@td.com](mailto:jeff.swan@td.com)) <[jeff.swan@td.com](mailto:jeff.swan@td.com)>; Sean Zweig ([zweigs@bennettjones.com](mailto:zweigs@bennettjones.com)) <[zweigs@bennettjones.com](mailto:zweigs@bennettjones.com)>; Jack Pulkinen <[JPulkinen@certusauto.com](mailto:JPulkinen@certusauto.com)>; Greg Karpel ([gkarpel@alvarezandmarsal.com](mailto:gkarpel@alvarezandmarsal.com)) <[gkarpel@alvarezandmarsal.com](mailto:gkarpel@alvarezandmarsal.com)>  
**Subject:** RE: TD BANK - CERTUS AUTOMOTIVE GROUP

Rob et al

I just wanted to follow up on my January 14th e mail below by confirming that the arrangements described below – which, again, include my December 27, 2018 letter - may continue through January 25, 2019

Thank you

**JEFFREY C. CARHART**  
Partner

**Miller Thomson LLP**  
Scotia Plaza  
40 King Street West, Suite 5800  
P.O. Box 1011  
Toronto, Ontario M5H 3S1  
**Direct Line:** +1 416.595.8615  
**Fax:** +1 416.595.8695  
**Email:** [jcarhart@millerthomson.com](mailto:jcarhart@millerthomson.com)  
**millerthomson.com**

Connect with us on [LinkedIn](#)  
View my [web page](#)

<image002.png>

Please consider the environment before printing this email.

**From:** Carhart, Jeffrey  
**Sent:** Monday, January 14, 2019 5:33 PM  
**To:** Rob Mollenhauer <[rmoll@certusauto.com](mailto:rmoll@certusauto.com)>  
**Cc:** Swan, Jeffrey ([jeff.swan@td.com](mailto:jeff.swan@td.com)) <[jeff.swan@td.com](mailto:jeff.swan@td.com)>; Sean Zweig ([zweigs@bennettjones.com](mailto:zweigs@bennettjones.com)) <[zweigs@bennettjones.com](mailto:zweigs@bennettjones.com)>; Jack Pulkinen <[JPulkinen@certusauto.com](mailto:JPulkinen@certusauto.com)>; Greg Karpel ([gkarpel@alvarezandmarsal.com](mailto:gkarpel@alvarezandmarsal.com)) <[gkarpel@alvarezandmarsal.com](mailto:gkarpel@alvarezandmarsal.com)>  
**Subject:** RE: TD BANK - CERTUS AUTOMOTIVE GROUP

Rob et al

I just wanted to follow up on my January 7<sup>th</sup> e mail below by confirming that the arrangements described below – which, again, include my December 27, 2018 letter - may continue through January 18, 2019

Thank you

**JEFFREY C. CARHART**  
Partner

**Miller Thomson LLP**  
Scotia Plaza  
40 King Street West, Suite 5800  
P.O. Box 1011  
Toronto, Ontario M5H 3S1  
**Direct Line:** +1 416.595.8615  
**Fax:** +1 416.595.8695  
**Email:** [jcarhart@millerthomson.com](mailto:jcarhart@millerthomson.com)  
[millerthomson.com](http://millerthomson.com)

Connect with us on [LinkedIn](#)  
View my [web page](#)

<image002.png>

Please consider the environment before printing this email.

**From:** Carhart, Jeffrey  
**Sent:** Monday, January 7, 2019 6:31 PM  
**To:** Rob Mollenhauer <[rmoll@certusauto.com](mailto:rmoll@certusauto.com)>  
**Cc:** Swan, Jeffrey ([jeff.swan@td.com](mailto:jeff.swan@td.com)) <[jeff.swan@td.com](mailto:jeff.swan@td.com)>; Sean Zweig ([zweigs@bennettjones.com](mailto:zweigs@bennettjones.com)) <[zweigs@bennettjones.com](mailto:zweigs@bennettjones.com)>; Jack Pulkinen <[JPulkinen@certusauto.com](mailto:JPulkinen@certusauto.com)>; Greg Karpel ([gkarpel@alvarezandmarsal.com](mailto:gkarpel@alvarezandmarsal.com)) <[gkarpel@alvarezandmarsal.com](mailto:gkarpel@alvarezandmarsal.com)>  
**Subject:** RE: TD BANK - CERTUS AUTOMOTIVE GROUP

Everyone

Thank you for attending this morning's meeting.

Specifically we acknowledge receipt of the material provided on Friday and this morning.

We confirm that additional material – including (i) the Grant Thornton engagement letter; (ii) the revised Duff & Phelps engagement letter; and (iii) more detailed cash flow forecast information [which, as we discussed, will be developed and formatted with participation from both Alvarez & Marsal and Deloitte so as to include focus on such matters as the level of the Bank's security coverage, the borrowing base measurements and the level of compliance with other Bank covenants] – is to be delivered during the course of this week

In the meantime, I confirm that the arrangements contemplated in the email exchange below [which, of course, included my December 27, 2018 letter] may continue through the end of this week

Regards,

**JEFFREY C. CARHART**  
Partner

**Miller Thomson LLP**  
Scotia Plaza  
40 King Street West, Suite 5800  
P.O. Box 1011  
Toronto, Ontario M5H 3S1  
**Direct Line:** +1 416.595.8615  
**Fax:** +1 416.595.8695  
**Email:** [jcarhart@millerthomson.com](mailto:jcarhart@millerthomson.com)  
**millerthomson.com**

Connect with us on [LinkedIn](#)  
View my [web page](#)

<image002.png>

Please consider the environment before printing this email.

**From:** Carhart, Jeff  
**Sent:** Friday, December 28, 2018 3:02 PM  
**To:** Rob Mollenhauer <[rmoll@certusauto.com](mailto:rmoll@certusauto.com)>  
**Cc:** Swan, Jeffrey ([jeff.swan@td.com](mailto:jeff.swan@td.com)) <[jeff.swan@td.com](mailto:jeff.swan@td.com)>; Sean Zweig ([zweigs@bennettjones.com](mailto:zweigs@bennettjones.com)) <[zweigs@bennettjones.com](mailto:zweigs@bennettjones.com)>; Jack Pulkinen <[JPulkinen@certusauto.com](mailto:JPulkinen@certusauto.com)>; Greg Karpel ([gkarpel@alvarezandmarsal.com](mailto:gkarpel@alvarezandmarsal.com)) <[gkarpel@alvarezandmarsal.com](mailto:gkarpel@alvarezandmarsal.com)>  
**Subject:** RE: TD BANK - CERTUS AUTOMOTIVE GROUP

Rob et al

The Bank acknowledges your e mail of 12:47 pm today below

In that regard:

1 We note that you did not include my reply e mail to you of 6:02 pm yesterday [which was in response to your additional e mail to me yesterday of 4:14 pm] and that e mail exchange is now

also included in the chain below [in italics]. I have also attached another copy of my December 27<sup>th</sup> letter for reference.

2 With reference to your five points in your 12:47 pm message we note the following:

- (i) With respect to your first point, we have now included the additional response to your additional correspondence below and we reiterate all of what was said in response to the question that you raised.
- (ii) The Bank confirms that the daily reconciliation process will occur at 9:30 am on each business day. The Bank does not accept the balance of this paragraph. In that regard, among other things: (A) First and foremost, the reconciliation of the line of Credit position will reflect what the companies' receipt and payment activities show it to be. (B) Second, as you have written your second point below, you have made no reference to any dollar numbers...accordingly, as you have written it, the second point effectively says that if \$200,000 is received "during the night" and Certus Canada sends wire submissions for \$1,000,000 to the Bank "before 9:30 am" the next day, then, as you put it, "the Bank will accept the wire[s] before they change the available LOC position." Of course, the Bank cannot and does not agree with that wording.
- (iii) The Bank does not agree with your entire third point, as written. The Bank does acknowledge your information that certain funds may be expected to arrive, by wire, in the Certus Canada [US dollar] bank account, at the Bank in Toronto at approximately 4 pm on a business day. With reference to such a time of 4 pm on a business day, the point has already been made above that the next daily reconciliation will occur at 9:30 am the next business day.
- (iv) The Bank does not understand the term "protected for payment." I am sure it is just a typo but there is reference to "these " [plural] and "transaction" [singular]. The Bank acknowledges that Certus Canada has advised that funds have been deposited today with reference to a company payroll scheduled to occur next Friday January 4<sup>th</sup>. The Bank reiterates the important nature of the material which Certus Canada and KPI have agreed to provide to the Bank that day, as referenced in my December 27<sup>th</sup> letter.
- (v) You did not provide particulars of these cheques [number of cheques/ specific amounts/ when they were issued etc] in our call today and no such details are provided below. The Bank is not agreeing to anything in terms of your fifth point, as you have expressed it. As Jeff Swan said repeatedly in today's call : among other things : (A) Certus Canada and KPI are in default of their loan arrangements with the Bank to the extent that, among other things, there is a shortfall in the companies' borrowing base of almost \$4 million [and, again, all references are to US dollars] when measured against the actual borrowings of the companies (B) however, in order to assist the companies in addressing the time period running through to January 4<sup>th</sup>, when the companies agreed to provide the critically important information described in my December 27<sup>th</sup> letter, Jeff Swan and his team sought, and obtained credit approval to make up to an additional principal amount of \$500,000 available to the companies, on the terms set out in my December 27<sup>th</sup> letter. However, as Jeff Swan also said repeatedly during this morning's call, that approval is only in place to the extent described in the December 27<sup>th</sup> letter and this

e mail exchange. It is not possible for Jeff to seek any additional credit approval before January 2<sup>nd</sup> (which is obviously two days before January 4<sup>th</sup>).

**From:** Carhart, Jeff

**Sent:** Thursday, December 27, 2018 6:02 PM

**To:** Rob Mollenhauer <[rmoll@certusauto.com](mailto:rmoll@certusauto.com)>

**Cc:** Jack Pulkinen <[JPulkinen@certusauto.com](mailto:JPulkinen@certusauto.com)>; Sean Zweig ([zweigs@bennettjones.com](mailto:zweigs@bennettjones.com)) <[zweigs@bennettjones.com](mailto:zweigs@bennettjones.com)>; Greg Karpel ([gkarpel@alvarezandmarsal.com](mailto:gkarpel@alvarezandmarsal.com)) <[gkarpel@alvarezandmarsal.com](mailto:gkarpel@alvarezandmarsal.com)>; Swan, Jeffrey <[jeff.swan@td.com](mailto:jeff.swan@td.com)>

**Subject:** RE: TD BANK - CERTUS AUTOMOTIVE GROUP

Rob

The answer to both of your messages can be seen through the following statements and examples:

1 The base situation is that Certus Canada and KPI are in excess of their current credit availability by almost \$4 million (US currency), as we have discussed

2 In the circumstances and with a view to the deliverables contemplated by January 4<sup>th</sup>, as set out in my letter (copy again attached), the Bank has agreed to provide a maximum additional principal amount of \$500,000 of credit availability, subject to daily measurement and reconciliation, as set out in my earlier message and letter.

3 Therefore, to respond to your examples, here are a couple of scenario's based on the following assumed facts (and with all currency references being to U.S. currency) - the assumed facts are that at the end of the day on "day 1," (i) Certus is within the \$4,000,000 excess position and (ii) its aggregate borrowings are \$17, 100,000.....

(a) Example one ....on the morning of "day2," Certus receives \$100,000.....so that takes Certus's outstanding down from \$17,100,000 to \$17,000,000 and now Certus has credit availability of the existing \$17,000,000 plus the full amount of the fresh \$500,000 of credit availability

(b) Example two.....on the morning of "day 2," Certus both:

a. receives the \$100,000 as per example (a) ....but also

b. clears several cheques totaling \$100,000

then that means that, as measured daily, Certus's outstanding amount remains at \$17,100,000 and Certus has credit availability of the existing (drawn) \$17,100,000 plus \$400,000

4 As set out above, and has been discussed a number of times, the Bank is not increasing its position – other than to the extent of its making available the additional maximum principal amount of up to \$500,000 on the terms described.

5 We also stress again that, as reflected in the above examples, these amounts are to be measured and applied on a daily basis.

PS We also acknowledge receipt of Sean's request for a call tomorrow (Friday) morning at 9 am Eastern. Let us know if you would still like to have that call after you have had an opportunity to review this message. Thank you.

**From:** Rob Mollenhauer [<mailto:rmoll@certusauto.com>]  
**Sent:** Thursday, December 27, 2018 4:14 PM  
**To:** Carhart, Jeff <[jcarhart@millertomson.com](mailto:jcarhart@millertomson.com)>  
**Cc:** Jack Pulkinen <[JPulkinen@certusauto.com](mailto:JPulkinen@certusauto.com)>; Sean Zweig ([zweigs@bennettjones.com](mailto:zweigs@bennettjones.com)) <[zweigs@bennettjones.com](mailto:zweigs@bennettjones.com)>; Greg Karpel ([gkarpel@alvarezandmarsal.com](mailto:gkarpel@alvarezandmarsal.com)) <[gkarpel@alvarezandmarsal.com](mailto:gkarpel@alvarezandmarsal.com)>; Swan, Jeffrey <[jeff.swan@td.com](mailto:jeff.swan@td.com)>; Tefik Skera <[tskera@certusauto.com](mailto:tskera@certusauto.com)>; Jim Prokopetz <[jprok@certusauto.com](mailto:jprok@certusauto.com)>  
**Subject:** RE: TD BANK - CERTUS AUTOMOTIVE GROUP

Sorry, one last question

How do we account for our cheques we have issued to suppliers but are not cleared yet? For instance we have over \$300,000 in cheques we have issued that as of today have not been cashed?

Regards,

**Rob**

Rob Mollenhauer

**JEFFREY C. CARHART**

Partner

**Miller Thomson LLP**

Scotia Plaza  
40 King Street West, Suite 5800  
P.O. Box 1011  
Toronto, Ontario M5H 3S1

**Direct Line:** +1 416.595.8615

**Fax:** +1 416.595.8695

**Email:** [jcarhart@millertomson.com](mailto:jcarhart@millertomson.com)  
[millertomson.com](http://millertomson.com)

Connect with us on [LinkedIn](#)

View my [web page](#)

<image002.png>

Please consider the environment before printing this email.

**From:** Rob Mollenhauer [<mailto:rmoll@certusauto.com>]  
**Sent:** Friday, December 28, 2018 12:47 PM  
**To:** Carhart, Jeff <[jcarhart@millertomson.com](mailto:jcarhart@millertomson.com)>  
**Cc:** Swan, Jeffrey ([jeff.swan@td.com](mailto:jeff.swan@td.com)) <[jeff.swan@td.com](mailto:jeff.swan@td.com)>; Sean Zweig ([zweigs@bennettjones.com](mailto:zweigs@bennettjones.com)) <[zweigs@bennettjones.com](mailto:zweigs@bennettjones.com)>; Jack Pulkinen <[JPulkinen@certusauto.com](mailto:JPulkinen@certusauto.com)>; Tefik Skera <[tskera@certusauto.com](mailto:tskera@certusauto.com)>; Greg Karpel ([gkarpel@alvarezandmarsal.com](mailto:gkarpel@alvarezandmarsal.com)) <[gkarpel@alvarezandmarsal.com](mailto:gkarpel@alvarezandmarsal.com)>; Jim Prokopetz <[jprok@certusauto.com](mailto:jprok@certusauto.com)>  
**Subject:** TD BANK - CERTUS AUTOMOTIVE GROUP



Jeff,

I am confirming that we are in agreement with your letter based on:

- The emails below and as per our call
  - Included in call discussion was that the bank will review balance position of our certus canada US account by 9:30 each morning. If money is received into the LOC account during the night and if wire submissions from us are issued before 9:30 then the bank will accept the wire before they change the available LOC position
  - Also on our call was that money that comes into our account by wire or cheques can be used to make payments that day including the transfer from our TD NY account, that typically is received in Toronto by roughly 4:00. If 100K is received and 100K is paid out then there will not be a change from our available LOC
  - Money being transferred to our canadian and US payroll accounts as well as our interest and principle term loan will be protected for payment. Tefik will send the details on these transaction
  - We are concerned about our cheques we have already issued before we received this letter with the bank's terms until next Friday because we do not know when the cheques will be cleared so hope the bank will provide us some flexibility

Regards

Rob

**From:** Carhart, Jeff <[icarhart@millerthomson.com](mailto:icarhart@millerthomson.com)>  
**Sent:** December 27, 2018 3:12 PM  
**To:** Rob Mollenhauer <[rmoll@certusauto.com](mailto:rmoll@certusauto.com)>; Swan, Jeffrey ([jeff.swan@td.com](mailto:jeff.swan@td.com)) <[jeff.swan@td.com](mailto:jeff.swan@td.com)>  
**Cc:** Sean Zweig <[ZweigS@bennettjones.com](mailto:ZweigS@bennettjones.com)>; Jack Pulkinen <[JPulkinen@certusauto.com](mailto:JPulkinen@certusauto.com)>; 'Greg Karpel' <[gkarpel@alvarezandmarsal.com](mailto:gkarpel@alvarezandmarsal.com)>  
**Subject:** RE: TD BANK - CERTUS AUTOMOTIVE GROUP

Thanks Rob

The Bank agrees with your five points below, subject to these comments:

(a) With respect to your point 5 where you say, "...the bank is granting us an additional \$US \$500K beyond the above..." it must be understood and agreed that that is only correct if the borrowings are not outside of the aggregate \$4 million (U.S. Currency) shortfall referred to in my letter

(b) Also, it must be understood and agreed that these amounts will be measured on a daily basis; in your message you have made reference to other time periods and, again, it must be understood and agreed that all aspects of the arrangements described in my letter will be measured and will apply on a daily basis.

Of course, all deposits are to be made to the existing TD bank accounts

I have reattached a copy of my earlier letter for reference

Please confirm if Certus Canada and KPI agree to these arrangements as contemplated in my letter

Regards,

**JEFFREY C. CARHART**

Partner

**Miller Thomson LLP**

Scotia Plaza

40 King Street West, Suite 5800

P.O. Box 1011

Toronto, Ontario M5H 3S1

**Direct Line:** +1 416.595.8615

**Fax:** +1 416.595.8695

**Email:** [jcarhart@millerthomson.com](mailto:jcarhart@millerthomson.com)

**millerthomson.com**

Connect with us on [LinkedIn](#)

View my [web page](#)

<image002.png>

Please consider the environment before printing this email.

**From:** Rob Mollenhauer [<mailto:rmoll@certusauto.com>]

**Sent:** Thursday, December 27, 2018 1:06 PM

**To:** Carhart, Jeff <[jcarhart@millerthomson.com](mailto:jcarhart@millerthomson.com)>; Swan, Jeffrey ([jeff.swan@td.com](mailto:jeff.swan@td.com)) <[jeff.swan@td.com](mailto:jeff.swan@td.com)>

**Cc:** Sean Zweig <[ZweigS@bennettjones.com](mailto:ZweigS@bennettjones.com)>; Jack Pulkinen <[JPulkinen@certusauto.com](mailto:JPulkinen@certusauto.com)>; Tefik Skera <[tskera@certusauto.com](mailto:tskera@certusauto.com)>; 'Greg Karpel' <[gkarpel@alvarezandmarsal.com](mailto:gkarpel@alvarezandmarsal.com)>; Jim Prokopetz <[jprok@certusauto.com](mailto:jprok@certusauto.com)>

**Subject:** TD BANK - CERTUS AUTOMOTIVE GROUP

Hi Jeff and Jeff,

We are a little confused and it is very important that we have perfect clarity so that we can manage our finances accordingly.

Our last official borrowing base was from 11/30 which was 13.2KK in receivables plus 500K in inventory for a total borrowing base of US\$13.7KK. Please confirm

1. Assuming this is correct then the condition is we cannot access bank financing (OLC) of 13.7KK plus 4KK for a total available financing of 17.7KK. Please confirm
2. So each day and given most of our wire payments are on Fridays, each Friday, after we aggregate our customer's collections our disbursement for payroll and critical suppliers cannot exceed 17.7KK. Please confirm
3. If at the end of Friday, once our disbursements have been successfully wired out, our net position OLC falls below 17.7KK then starting on Monday our effective OLC now becomes the reduced position from Friday after wire payments. As an example if our net position on Friday after wire payments was 17.3KK then starting the next Monday the maximum OLC cannot exceed 17.3KK. Please confirm
4. However the bank is granting us an additional US\$500K beyond the above to cover any cheques that may be in the system and processed. Please confirm if this is the correct interpretation for the additional 500K your reference in the letter.

We would appreciate your clarification.

Regards,

**Rob**

Rob Mollenhauer

<image003.jpg>

510-3300 Bloor St West-West Tower  
Toronto, Ontario M8X 2X2  
Phone: (416) 231-0909 Ext. 222  
[rmoll@certusauto.com](mailto:rmoll@certusauto.com)

**From:** Carhart, Jeff <[jcarhart@millertomson.com](mailto:jcarhart@millertomson.com)>  
**Sent:** Thursday, December 27, 2018 11:18 AM  
**To:** Sean Zweig ([zweigs@bennettjones.com](mailto:zweigs@bennettjones.com)) <[zweigs@bennettjones.com](mailto:zweigs@bennettjones.com)>  
**Cc:** Greg Karpel ([gkarpel@alvarezandmarsal.com](mailto:gkarpel@alvarezandmarsal.com)) <[gkarpel@alvarezandmarsal.com](mailto:gkarpel@alvarezandmarsal.com)>; Rob Mollenhauer <[rmoll@certusauto.com](mailto:rmoll@certusauto.com)>; Jack Pulkinen <[JPulkinen@certusauto.com](mailto:JPulkinen@certusauto.com)>  
**Subject:** TD BANK - CERTUS AUTOMOTIVE GROUP

Dear Sean et al

Please see the attached time sensitive letter

Thank you

**JEFFREY C. CARHART**  
Partner

**Miller Thomson LLP**  
Scotia Plaza  
40 King Street West, Suite 5800  
P.O. Box 1011  
Toronto, Ontario M5H 3S1  
**Direct Line:** +1 416.595.8615  
**Fax:** +1 416.595.8695  
**Email:** [jcarhart@millertomson.com](mailto:jcarhart@millertomson.com)  
[millertomson.com](http://millertomson.com)

Connect with us on [LinkedIn](#)  
View my [web page](#)

<image002.png>

Please consider the environment before printing this email.

You can [subscribe](#) to Miller Thomson's free electronic communications, or [unsubscribe](#) at any time.

CONFIDENTIALITY: This e-mail message (including attachments, if any) is confidential and is intended only for the addressee. Any unauthorized use or disclosure is strictly prohibited. Disclosure of this e-mail to anyone other than the intended addressee does not constitute waiver of privilege. If you have received this communication in error, please notify us immediately and delete this. Thank you for your cooperation. This message has not been encrypted. Special arrangements can be made for encryption upon request. If you no longer wish to receive e-mail messages from Miller Thomson, please contact the sender.

Visit our website at [www.millerthomson.com](http://www.millerthomson.com) for information about our firm and the services we provide.

Il est possible de [s'abonner](#) aux communications électroniques gratuites de Miller Thomson ou de s'en [désabonner](#) à tout moment.

CONFIDENTIALITÉ: Ce message courriel (y compris les pièces jointes, le cas échéant) est confidentiel et destiné uniquement à la personne ou à l'entité à qui il est adressé. Toute utilisation ou divulgation non permise est strictement interdite. L'obligation de confidentialité et de secret professionnel demeure malgré toute divulgation. Si vous avez reçu le présent courriel et ses annexes par erreur, veuillez nous en informer immédiatement et le détruire. Nous vous remercions de votre collaboration. Le présent message n'a pas été crypté. Le cryptage est possible sur demande spéciale. Communiquer avec l'expéditeur pour ne plus recevoir de courriels de la part de Miller Thomson.

Pour tout renseignement au sujet des services offerts par notre cabinet, visitez notre site Web à [www.millerthomson.com](http://www.millerthomson.com)

This e-mail (and any attachments), is confidential and may be privileged. It may be read, copied and used only by intended recipients. Unauthorized access to this e-mail (or attachments) and disclosure or copying of its contents or any action taken in reliance on it is unlawful. Unintended recipients must notify the sender immediately by e-mail/phone & delete it from their system without making any copies or disclosing it to a third person.

This e-mail (and any attachments), is confidential and may be privileged. It may be read, copied and used only by intended recipients. Unauthorized access to this e-mail (or attachments) and disclosure or copying of its contents or any action taken in reliance on it is unlawful. Unintended recipients must notify the sender immediately by e-mail/phone & delete it from their system without making any copies or disclosing it to a third person.

The contents of this message may contain confidential and/or privileged subject matter. If this message has been received in error, please contact the sender and delete all copies. Like other forms of communication, e-mail communications may be vulnerable to interception by unauthorized parties. If you do not wish us to communicate with you by e-mail, please notify us at your earliest convenience. In the absence of such notification, your consent is assumed. Should you choose to allow us to communicate by e-mail, we will not take any additional security measures (such as encryption) unless specifically requested.

If you no longer wish to receive commercial messages, you can unsubscribe by accessing this link: <http://www.bennettjones.com/unsubscribe>

The contents of this message may contain confidential and/or privileged subject matter. If this message has been received in error, please contact the sender and delete all copies. Like other forms of communication, e-mail communications may be vulnerable to interception by unauthorized parties. If you do not wish us to communicate with you by e-mail, please notify us at your earliest convenience. In the absence of such notification, your consent is assumed. Should you choose to allow us to communicate by e-mail, we will not take any additional security measures (such as encryption) unless specifically requested.

If you no longer wish to receive commercial messages, you can unsubscribe by accessing this link: <http://www.bennettjones.com/unsubscribe>

The contents of this message may contain confidential and/or privileged subject matter. If this message has been received in error, please contact the sender and delete all copies. Like other forms of communication, e-mail communications may be vulnerable to interception by unauthorized parties. If you do not wish us to communicate with you by e-mail, please notify us at your earliest convenience. In the absence of such notification, your consent is assumed. Should you choose to allow us to communicate by e-mail, we will not take any additional security measures (such as encryption) unless specifically requested.

If you no longer wish to receive commercial messages, you can unsubscribe by accessing this link: <http://www.bennettjones.com/unsubscribe>



**MILLER THOMSON**  
AVOCATS | LAWYERS

MILLER THOMSON LLP  
SCOTIA PLAZA  
40 KING STREET WEST, SUITE 5800  
P.O. BOX 1011  
TORONTO, ON M5H 3S1  
CANADA

T 416.595.8500  
F 416.595.8695

MILLERTHOMSON.COM

December 27, 2018

**Private and Confidential**

**Sent via E-mail**

**Jeffrey C. Carhart**  
Direct Line: 416.595.8615  
jcarhart@millerthomson.com

File: 0024411.0074

Sean Zweig  
Bennett Jones LLP  
3400 One First Canadian Place  
P.O. Box 130  
Toronto, ON M5X 1A4

Dear Sean:

**Re: Loan Arrangements between The Toronto-Dominion Bank, Certus Automotive Inc., Keen Point International Inc. and the other members of the Certus Automotive Group**

Further to our discussions, I refer to the earlier correspondence sent to your clients Certus Automotive Inc. ("Certus Canada") and Keen Point International Inc. ("KPI") by our client The Toronto-Dominion Bank (the "Bank").

Subject to the balance of the terms of the loan arrangements between Certus Canada, KPI and other members of the Certus Automotive Group and overriding those terms only to the extent necessary to resolve a direct conflict with those terms, I confirm that at this time, in response to the current requests made by Certus Canada and KPI, the Bank is prepared to assist with the short term liquidity of Certus Canada and KPI by providing additional credit availability of up to a maximum principal amount of \$500,000.00 (U.S. Currency) through a maximum period ending January 4, 2019 on the basis that:

- (a) The Bank will monitor the Certus Canada / KPI accounts daily to ensure that, among other things, all net deposits will be applied to reduce the borrowings.
- (b) The aggregate maximum borrowing base shortfall of Certus Canada and KPI may not exceed \$4 million (U.S. Currency).
- (c) Borrowings shall bear interest at an annual rate equal to the Bank's U.S. Base Rate (being the annual rate established by the Bank for commercial loans made by it in U.S. Currency) plus 5%.
- (d) By no later than noon on January 4, 2019, Certus Canada and KPI will – with the assistance of Alvarez & Marsal Canada Inc. and your firm – provide to the Bank: (i) a report as to the status of the proposed re-financing of the current indebtedness to the Bank with Wells Fargo Bank Canada ; and (ii) a detailed set of proposed milestones for consideration by the Bank with respect to potential go forward loan arrangements designed to run through a maximum additional period ending no later than February 15, 2019, as discussed on

December 21, 2018, for the evaluation and consideration of the Bank and its advisor, Deloitte Restructuring Inc.

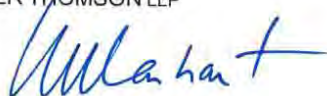
Please confirm the agreement of Certus Canada and KPI with these terms by no later than noon on December 28, 2018

Thank you.

Yours truly,

MILLER THOMSON LLP

Per:



Jeffrey C. Carhart  
JCC/docpro

cc: Rob Mollenhauer  
Jack Pulkinen  
Greg Karpel



36307315.2

**SCHEDULE I**  
**DETAILS OF INVESTMENT PROGRAM**

See attached.



---

**Private & Confidential**

January 2, 2019

Certus Automotive Inc.  
510-3300 Bloor Street West – West Tower  
Toronto, ON  
M8X 2X2

Attention: Rob Mollenhauer, President

**Re: Sale of Certus Automotive Inc. and Keen Point International Inc.**

This letter (the “Agreement”) will confirm the understanding and agreement reached between Certus Automotive Inc. and Keen Point International Inc. (collectively the “Company”) and Duff & Phelps Securities Canada Limited (“D&P”), a wholly-owned subsidiary of Duff & Phelps Canada Limited, upon the following terms and conditions:

**1. Appointment of D&P**

The Company hereby retains D&P to act as an independent professional contractor in providing advisory services (as set out below) in connection with the possible sale (the “Transaction”) of the shares or assets of the Company.

**2. Performance of Services**

D&P agrees to perform the following services:

- prepare a teaser and Confidential Information Memorandum (“CIM”), in consultation with the Company, which will provide prospective buyers with an understanding of the Company and allow them to assess value. It is expected that the teaser and CIM will be completed by no later than January 31, 2019;
- prepare a list of potential buyers (the “Buyers”) for approval by the Company. It is expected that the list of Buyers will be completed by no later than January 31, 2019;

- upon written consent by the Company, approach those Buyers which have been approved by the Company, including Joyson Holding Co., Ltd. and Hangzhou Laiyuan Import and Export Co. Ltd. (aka Boyaun), where D&P will represent the Company;
- request an expression of interest (“EOI”) from Buyers that have expressed an interest in acquiring the Company. The EOI shall be based on the contents of the CIM and selective other information provided to the Buyers;
- assist the Company in the preparation of due diligence documentation (including hosting an online data room), a management presentation and related materials for review by selected Buyers;
- negotiate with the selected Buyers, to secure a letter of intent (“LOI”) on terms that are satisfactory to the Company;
- review and comment on the Transaction documentation; and
- work with the Company’s legal counsel, tax advisor and other advisors in structuring the Transaction to meet the Company’s objectives; it being understood that D&P is not qualified to, and shall not provide, any legal or tax advice.

### **3. Fee for Services**

D&P will be paid a Work Fee of up to CDN\$75,000 in three (3) equal tranches. The first tranche of the Work Fee of CDN\$25,000 will be payable upon execution of this Agreement. The second tranche of the Work Fee of CDN\$25,000 will be payable upon the Company authorizing D&P to approach approved Buyers. The third tranche of the Work Fee of CDN\$25,000 will be payable upon the Company executing an LOI or similar document with a Buyer. All three tranches of the Work Fee will be credited against a Transaction Fee otherwise payable to D&P.

If the Company consummates a Transaction with a Buyer or other party that executed a confidentiality agreement with the Company during the Term, D&P will be paid a Transaction Fee calculated as:

- three percent (3%) of the Consideration (defined below) received by the Company, its shareholders or related parties in respect of the Transaction up to USD\$50,000,000 (the "Target Price"); plus
- five percent (5%) of the Consideration received by the Company, its shareholders or related parties in respect of the Transaction in excess of the Target Price.

The foregoing is subject to a minimum total Transaction Fee of CDN\$750,000 (including the Work Fee and Transaction Fee). Applicable taxes will be added to our Work Fee and Transaction fee.

For clarity, in the event that a Transaction does not occur during the Term:

- if the Company had not instructed D&P to approach Buyers, the Company's obligation to D&P would be limited to the first tranche of the Work Fee of CDN\$25,000; and
- if the Company had elected to discontinue the sale process after instructing D&P to approach Buyers, but prior to executing an LOI with a Buyer, the Company's obligation to D&P would be limited to the first and second tranches of the Work Fee of CDN\$50,000 in aggregate.

"Consideration" shall include, without limitation or duplication:

- cash, including any escrowed holdback, for shares or assets of the Company;
- the assumption of the Company's non-trade debt, including shareholder loans, operating loans, term loans, capital lease obligations and similar debt obligations, based on their book values at closing;
- the face value of any promissory notes, preferred shares or other securities or non-monetary assets issued from the Buyer or the Company as part of the Transaction; and
- proceeds received pursuant to an earn-out, royalty, or other contingency-type payment.

Consideration shall be computed without reference to any taxes payable as a result of the Transaction.

The Transaction Fee will be paid at the closing date of the Transaction, except for that portion of the Consideration that is contingent upon the future operating results of the Company (e.g. earn-outs or royalty payments), for which the related Transaction Fee in excess of the minimum fee amount will be paid upon the receipt of cash or equivalent from the Buyer.

The Company consents to a direction in the closing documents for the payment of D&P's Transaction Fee.

**4. Provision of Information**

The Company agrees to make available to D&P any information concerning the Company and its assets, obligations, operations or financial data as D&P may reasonably request, from time to time, and as is necessary to enable D&P to perform its obligations pursuant to this Agreement.

**5. Reliance Upon Information**

In order to perform those services as described in Paragraph 2 of this Agreement, D&P shall have the right to rely upon the accuracy and completeness of all information provided to it by the Company. The Company represents and warrants that all of the information made available to D&P during the course of this engagement will be complete and accurate in all material respects. D&P has not been engaged to verify the accuracy or completeness of any information regarding the Company or the Transaction. The parties hereto agree that D&P shall not be responsible, in any manner whatsoever, for any loss or damage suffered by any person whatsoever as a result of any inaccuracy or incompleteness in the information provided to it by the Company.

**6. Confidentiality of Information**

D&P acknowledges that all material, non-public information relating to the Company, received or developed by it during the Term of this Agreement shall be treated as confidential information. All such confidential information may only be disclosed to third parties as may be necessary in order to comply with the terms of this Agreement or as may be agreed to by the Company in writing.

**7. Expenses**

The Company shall reimburse D&P for all reasonable out-of-pocket expenses (e.g. travel, accommodations, etc.) incurred by D&P in the performance of its services hereunder during the Term of this Agreement. Such expenses shall be documented and billed monthly. Any air travel by D&P will be pre-approved by the Company.

**8. No Binding Power**

D&P shall not, without the prior written consent of the Company, enter into any contract or commitment in the name of or on behalf of the Company or bind the Company in any manner whatsoever, with the exception of Confidentiality Agreements, which D&P may have signed by prospective Buyers in advance of providing confidential information belonging to the Company.

**9. Limitation on Liability**

D&P will not assume any responsibility or liability for losses occasioned to the Company, its shareholders, management, employees, affiliates or directors, the Buyer or any other party as a result of this Agreement, the successful consummation of the Transaction or the failure to consummate same.

**10. Release and Indemnification**

The Company hereby releases D&P, its affiliates, principals, partners, employees, officers, directors, agents and permitted assigns (hereinafter the "Releasees"), from any and all, present or future claims, damages, liabilities, costs, expenses and actions in any way relating to or arising from the services provided under this Agreement and the related Transaction, save and except any claims, damages, liabilities, costs, expenses and/or actions resulting from the willful misconduct or the gross negligence of the Releasees in the performance of the Agreement.

The Company agrees to hold harmless and indemnify the Releasees in respect of all costs, including reasonable legal fees, damages, costs and interest, which may be incurred by the Releasees as a result of any action, claim or demand made against the Releasees, or any of them: (i) in any way relating to the matters released herein; or (ii) arising from a claim made by the Company against a third party, if such third party makes a claim for contribution or indemnity under the provisions of the *Negligence Act* (Ontario) and the amendments thereto, or otherwise, or for any other relief from the Releasees in respect of the matters released herein.

The Company warrants that the execution, delivery and performance of this Release and Indemnity have been duly authorized by all necessary corporate acts and do not violate or contravene any by-laws or any other agreement or rule by which such party is bound.

**11. Term**

This Agreement will commence on the date of execution by the Company and continue until either cancelled pursuant to Paragraph 12 or the completion of the Transaction (the "Term").

**12. Termination**

This Agreement will extend for a period of twenty-four (24) months from the date of execution by the Company and will continue thereafter until the completion of the Transaction or by the Company giving D&P thirty (30) days written notice of termination. Subject to the provisions of Paragraph 3 hereof, the parties hereto acknowledge and agree that notwithstanding the expiry or termination of this Agreement, any obligation of the Company to pay to D&P a Transaction Fee, as described in Paragraph 3 of this Agreement, shall survive the Term of this Agreement for a period of eighteen (18) months for any prospective Buyer presented to the Company by D&P or any party that executed a confidentiality agreement or similar document during the Term.

**13. Survival**

Notwithstanding the Termination of this Agreement, as contemplated in Paragraph 12, Paragraph 6 regarding Confidentiality of Information, Paragraph 7 regarding reimbursement of Expenses, Paragraph 9 concerning Liability and Paragraph 10 regarding Release and Indemnification shall remain in effect.

**14. Announcements**

If a Transaction is completed, D&P may, at its option and expense, place advertisements or announcements in such publications or mailings as it may choose, stating that D&P acted as the financial advisor with respect to the Transaction. No Transaction detail shall be released without the written approval of the Company.

**15. Assignment**

Except as may be expressly provided in this Agreement, neither party hereto may assign its rights or obligations hereunder without prior written consent of the other party hereto.

Notwithstanding the foregoing, D&P in its sole discretion may subcontract or delegate any of its duties and obligations hereunder to Duff & Phelps Securities, LLC (“DPS”), a regulated affiliate of D&P, if required to comply with relevant securities laws; and in such event all or a portion of the fees payable hereunder shall be paid directly to such affiliate, and all of the terms and provisions set forth in this Agreement shall apply to D&P and to DPS, *mutatis mutandis*.

**16. Amendment**

No amendment of this Agreement shall be valid or binding unless set forth in writing and duly executed by both parties hereto.

**17. Entire Agreement**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties hereto with respect thereto. There are no representations, warranties, forms, conditions, undertakings or collateral agreements, express, implied or statutory between the parties other than as expressly set forth in this Agreement.

**18. Severability**

If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect the legality, validity or enforceability of the remaining provisions of this Agreement, or the legality, validity or enforceability of that provision in any other jurisdiction.

**19. Governing Law**

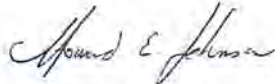
This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada.

If the foregoing is in accordance with your understanding, please sign below as acceptance of this letter as a binding agreement between D&P and the Company, and return it to us by January 10<sup>th</sup>, 2019.

Yours truly,

**Duff & Phelps Securities Canada Limited**

Per:



Howard E. Johnson

Managing Director

The foregoing Agreement is hereby accepted as of the date executed by the Company, below.

On behalf of **Certus Automotive Inc.** and **Keen Point International Inc.**

Per:



Rob Mollenhauer

1/11/19.

Date



**SCHEDULE J**  
**DETAILS OF DIVESTITURE PROGRAM**

See attached.

---

**Private & Confidential**

January 2, 2019

Certus Automotive Inc.  
510-3300 Bloor Street West – West Tower  
Toronto, ON  
M8X 2X2

Attention: Rob Mollenhauer, President

**Re: Sale of Certus Automotive Inc. and Keen Point International Inc.**

This letter (the “Agreement”) will confirm the understanding and agreement reached between Certus Automotive Inc. and Keen Point International Inc. (collectively the “Company”) and Duff & Phelps Securities Canada Limited (“D&P”), a wholly-owned subsidiary of Duff & Phelps Canada Limited, upon the following terms and conditions:

**1. Appointment of D&P**

The Company hereby retains D&P to act as an independent professional contractor in providing advisory services (as set out below) in connection with the possible sale (the “Transaction”) of the shares or assets of the Company.

**2. Performance of Services**

D&P agrees to perform the following services:

- prepare a teaser and Confidential Information Memorandum (“CIM”), in consultation with the Company, which will provide prospective buyers with an understanding of the Company and allow them to assess value. It is expected that the teaser and CIM will be completed by no later than January 31, 2019;
- prepare a list of potential buyers (the “Buyers”) for approval by the Company. It is expected that the list of Buyers will be completed by no later than January 31, 2019;

- upon written consent by the Company, approach those Buyers which have been approved by the Company, including Joyson Holding Co., Ltd. and Hangzhou Laiyuan Import and Export Co. Ltd. (aka Boyaun), where D&P will represent the Company;
- request an expression of interest (“EOI”) from Buyers that have expressed an interest in acquiring the Company. The EOI shall be based on the contents of the CIM and selective other information provided to the Buyers;
- assist the Company in the preparation of due diligence documentation (including hosting an online data room), a management presentation and related materials for review by selected Buyers;
- negotiate with the selected Buyers, to secure a letter of intent (“LOI”) on terms that are satisfactory to the Company;
- review and comment on the Transaction documentation; and
- work with the Company’s legal counsel, tax advisor and other advisors in structuring the Transaction to meet the Company’s objectives; it being understood that D&P is not qualified to, and shall not provide, any legal or tax advice.

### **3. Fee for Services**

D&P will be paid a Work Fee of up to CDN\$75,000 in three (3) equal tranches. The first tranche of the Work Fee of CDN\$25,000 will be payable upon execution of this Agreement. The second tranche of the Work Fee of CDN\$25,000 will be payable upon the Company authorizing D&P to approach approved Buyers. The third tranche of the Work Fee of CDN\$25,000 will be payable upon the Company executing an LOI or similar document with a Buyer. All three tranches of the Work Fee will be credited against a Transaction Fee otherwise payable to D&P.

If the Company consummates a Transaction with a Buyer or other party that executed a confidentiality agreement with the Company during the Term, D&P will be paid a Transaction Fee calculated as:

- three percent (3%) of the Consideration (defined below) received by the Company, its shareholders or related parties in respect of the Transaction up to USD\$50,000,000 (the "Target Price"); plus
- five percent (5%) of the Consideration received by the Company, its shareholders or related parties in respect of the Transaction in excess of the Target Price.

The foregoing is subject to a minimum total Transaction Fee of CDN\$750,000 (including the Work Fee and Transaction Fee). Applicable taxes will be added to our Work Fee and Transaction fee.

For clarity, in the event that a Transaction does not occur during the Term:

- if the Company had not instructed D&P to approach Buyers, the Company's obligation to D&P would be limited to the first tranche of the Work Fee of CDN\$25,000; and
- if the Company had elected to discontinue the sale process after instructing D&P to approach Buyers, but prior to executing an LOI with a Buyer, the Company's obligation to D&P would be limited to the first and second tranches of the Work Fee of CDN\$50,000 in aggregate.

"Consideration" shall include, without limitation or duplication:

- cash, including any escrowed holdback, for shares or assets of the Company;
- the assumption of the Company's non-trade debt, including shareholder loans, operating loans, term loans, capital lease obligations and similar debt obligations, based on their book values at closing;
- the face value of any promissory notes, preferred shares or other securities or non-monetary assets issued from the Buyer or the Company as part of the Transaction; and
- proceeds received pursuant to an earn-out, royalty, or other contingency-type payment.

Consideration shall be computed without reference to any taxes payable as a result of the Transaction.

The Transaction Fee will be paid at the closing date of the Transaction, except for that portion of the Consideration that is contingent upon the future operating results of the Company (e.g. earn-outs or royalty payments), for which the related Transaction Fee in excess of the minimum fee amount will be paid upon the receipt of cash or equivalent from the Buyer.

The Company consents to a direction in the closing documents for the payment of D&P's Transaction Fee.

**4. Provision of Information**

The Company agrees to make available to D&P any information concerning the Company and its assets, obligations, operations or financial data as D&P may reasonably request, from time to time, and as is necessary to enable D&P to perform its obligations pursuant to this Agreement.

**5. Reliance Upon Information**

In order to perform those services as described in Paragraph 2 of this Agreement, D&P shall have the right to rely upon the accuracy and completeness of all information provided to it by the Company. The Company represents and warrants that all of the information made available to D&P during the course of this engagement will be complete and accurate in all material respects. D&P has not been engaged to verify the accuracy or completeness of any information regarding the Company or the Transaction. The parties hereto agree that D&P shall not be responsible, in any manner whatsoever, for any loss or damage suffered by any person whatsoever as a result of any inaccuracy or incompleteness in the information provided to it by the Company.

**6. Confidentiality of Information**

D&P acknowledges that all material, non-public information relating to the Company, received or developed by it during the Term of this Agreement shall be treated as confidential information. All such confidential information may only be disclosed to third parties as may be necessary in order to comply with the terms of this Agreement or as may be agreed to by the Company in writing.

**7. Expenses**

The Company shall reimburse D&P for all reasonable out-of-pocket expenses (e.g. travel, accommodations, etc.) incurred by D&P in the performance of its services hereunder during the Term of this Agreement. Such expenses shall be documented and billed monthly. Any air travel by D&P will be pre-approved by the Company.

**8. No Binding Power**

D&P shall not, without the prior written consent of the Company, enter into any contract or commitment in the name of or on behalf of the Company or bind the Company in any manner whatsoever, with the exception of Confidentiality Agreements, which D&P may have signed by prospective Buyers in advance of providing confidential information belonging to the Company.

**9. Limitation on Liability**

D&P will not assume any responsibility or liability for losses occasioned to the Company, its shareholders, management, employees, affiliates or directors, the Buyer or any other party as a result of this Agreement, the successful consummation of the Transaction or the failure to consummate same.

**10. Release and Indemnification**

The Company hereby releases D&P, its affiliates, principals, partners, employees, officers, directors, agents and permitted assigns (hereinafter the "Releasees"), from any and all, present or future claims, damages, liabilities, costs, expenses and actions in any way relating to or arising from the services provided under this Agreement and the related Transaction, save and except any claims, damages, liabilities, costs, expenses and/or actions resulting from the willful misconduct or the gross negligence of the Releasees in the performance of the Agreement.

The Company agrees to hold harmless and indemnify the Releasees in respect of all costs, including reasonable legal fees, damages, costs and interest, which may be incurred by the Releasees as a result of any action, claim or demand made against the Releasees, or any of them: (i) in any way relating to the matters released herein; or (ii) arising from a claim made by the Company against a third party, if such third party makes a claim for contribution or indemnity under the provisions of the *Negligence Act* (Ontario) and the amendments thereto, or otherwise, or for any other relief from the Releasees in respect of the matters released herein.

The Company warrants that the execution, delivery and performance of this Release and Indemnity have been duly authorized by all necessary corporate acts and do not violate or contravene any by-laws or any other agreement or rule by which such party is bound.

**11. Term**

This Agreement will commence on the date of execution by the Company and continue until either cancelled pursuant to Paragraph 12 or the completion of the Transaction (the "Term").

**12. Termination**

This Agreement will extend for a period of twenty-four (24) months from the date of execution by the Company and will continue thereafter until the completion of the Transaction or by the Company giving D&P thirty (30) days written notice of termination. Subject to the provisions of Paragraph 3 hereof, the parties hereto acknowledge and agree that notwithstanding the expiry or termination of this Agreement, any obligation of the Company to pay to D&P a Transaction Fee, as described in Paragraph 3 of this Agreement, shall survive the Term of this Agreement for a period of eighteen (18) months for any prospective Buyer presented to the Company by D&P or any party that executed a confidentiality agreement or similar document during the Term.

**13. Survival**

Notwithstanding the Termination of this Agreement, as contemplated in Paragraph 12, Paragraph 6 regarding Confidentiality of Information, Paragraph 7 regarding reimbursement of Expenses, Paragraph 9 concerning Liability and Paragraph 10 regarding Release and Indemnification shall remain in effect.

**14. Announcements**

If a Transaction is completed, D&P may, at its option and expense, place advertisements or announcements in such publications or mailings as it may choose, stating that D&P acted as the financial advisor with respect to the Transaction. No Transaction detail shall be released without the written approval of the Company.

**15. Assignment**

Except as may be expressly provided in this Agreement, neither party hereto may assign its rights or obligations hereunder without prior written consent of the other party hereto.

Notwithstanding the foregoing, D&P in its sole discretion may subcontract or delegate any of its duties and obligations hereunder to Duff & Phelps Securities, LLC (“DPS”), a regulated affiliate of D&P, if required to comply with relevant securities laws; and in such event all or a portion of the fees payable hereunder shall be paid directly to such affiliate, and all of the terms and provisions set forth in this Agreement shall apply to D&P and to DPS, *mutatis mutandis*.

**16. Amendment**

No amendment of this Agreement shall be valid or binding unless set forth in writing and duly executed by both parties hereto.

**17. Entire Agreement**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties hereto with respect thereto. There are no representations, warranties, forms, conditions, undertakings or collateral agreements, express, implied or statutory between the parties other than as expressly set forth in this Agreement.

**18. Severability**

If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect the legality, validity or enforceability of the remaining provisions of this Agreement, or the legality, validity or enforceability of that provision in any other jurisdiction.

**19. Governing Law**

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

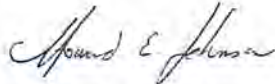


If the foregoing is in accordance with your understanding, please sign below as acceptance of this letter as a binding agreement between D&P and the Company, and return it to us by January 10<sup>th</sup>, 2019.

Yours truly,

**Duff & Phelps Securities Canada Limited**

Per:



Howard E. Johnson  
Managing Director

The foregoing Agreement is hereby accepted as of the date executed by the Company, below.

On behalf of **Certus Automotive Inc. and Keen Point International Inc.**

Per:



Rob Mollenhauer



Date

**SCHEDULE K**

**NON-OWNED EQUIPMENT AND OTHER ASSETS**

Toshiba and Haitan capital leases

**SCHEDULE L**  
**REFINANCING PROGRAM**

1. The following sheets have been received.
  - (a) Term Sheet dated February 1<sup>st</sup>, 2019 issued by Engenium Fin, S.A. de C.V., SOFOM, ENR (the “**Engenium Term Sheet**”), an executed copy of which is attached hereto as Schedule L-1; and
  - (b) Term Sheet dated February 15, 2019 issued by FGI Worldwide LLC, and accepted by Certus Canada (the “**FGI Term Sheet**”), a fully executed copy of which is attached hereto as Schedule L-2.
2. In connection with Engenium Term Sheet and FGI Terms Sheet, appraisals are ongoing.
  - (a) Hilco Acetec (“**Hilco**”) has been retained to provide appraisals on the Mexico fixed assets owned by Certus Canada and Certus Mexico. Hilco began its appraisal of the Mexico fixed assets on February 20, 2019.
  - (b) Great American Group Advisory & Valuation Services, L.L.C. (“**Great American**”) has been retained to provide appraisals on the inventory of the Certus Automotive Group. Great American began its appraisal of the inventory held by the Certus Automotive Group at the Grand Rapids and Laredo warehouses on February, 21 2019.
3. Banco Nacional De Comercio Exterior has sent an indicative term sheet and the final level of credit approval is expected March 20, 2019.
4. Santander is expected to provide a term sheet within the next one to two weeks from the date of the of this Agreement.

**This is Exhibit "I" referred to in the affidavit  
of JEFFREY SWAN, SWORN BEFORE ME  
6/18/2021**

**this \_\_\_\_\_.**

DocuSigned by:

*Asim Iqbal*

**A COMMISSIONER FOR TAKING AFFIDAVITS**

6F056F9F3BC6405...

**FORBEARANCE AGREEMENT  
AMENDING AGREEMENT**

**THIS AGREEMENT** is made this 2 day of April, 2019.

**AMONG:**

**THE TORONTO-DOMINION BANK**

(hereinafter sometimes called the “**Bank**”)

OF THE FIRST PART

- and -

**CERTUS AUTOMOTIVE INC.**, a company incorporated under  
the laws of Ontario

(hereinafter sometimes called “**Certus Canada**”)

OF THE SECOND PART

- and -

**KEEN POINT INTERNATIONAL INC.**, a company  
incorporated under the laws of Ontario

(hereinafter sometimes called “**KPI Canada**”)

OF THE THIRD PART

- and -

**KEEN POINT INTERNATIONAL, INC.**, a company  
incorporated under the laws of Michigan

(hereinafter sometimes called “**KPI Michigan**”)

OF THE FOURTH PART

- and -

**R.I.M. MANAGEMENT CO.**, a company incorporated under the  
laws of Michigan

(hereinafter sometimes called “**RIM**”)

OF THE FIFTH PART

- and –

- 2 -

**CERTUS AUTOMOTIVE, S. de R.L. de C.V.**, a company  
incorporated under the laws of Mexico

(hereinafter sometimes called “**Certus Mexico**”)

OF THE SIXTH PART

- and -

**CERTUS AUTOMOTIVE, INC.**, a company incorporated under  
the laws of Michigan

(hereinafter sometimes called “**Certus US**”)

OF THE SEVENTH PART

- and -

**CERTUS AUTOMOTIVE SHENZHEN CO. LTD.**, a company  
incorporated under the laws of China

(hereinafter sometimes called “**Certus China**”)

OF THE EIGHTH PART

- and -

**CERTUS AUTOMOTIVE, (HK) LIMITED**, a  
company incorporated under the Laws of Hong Kong

(hereinafter sometimes called “**Certus Hong Kong**”)

OF THE NINTH PART

- and -

**CERTUS AUTOMOTIVE (EUROPE) GmbH**, a company  
incorporated under the laws of Germany

(hereinafter sometimes called “**Certus Europe**”)

OF THE TENTH PART

- and -

**KORP CO**, a company incorporated under the laws of Michigan

(hereinafter sometimes called “**KC**”)

OF THE ELEVENTH PART

- and -

**KORP CO II**, a company incorporated under the laws of Michigan

(hereinafter sometimes called “**KCII**”)

OF THE TWELFTH PART

- and -

**R MOLLENHAUER HOLDINGS I INC.**, a company incorporated under the laws of Ontario

(hereinafter sometimes called “**RMH Inc.**” and together with Certus Europe, Certus Canada, KPI Canada, KPI Michigan, RIM, Certus Mexico, Certus US, Certus China, Certus Hong Kong, KC and KCII are sometimes referred to collectively as the “**Certus Automotive Group**” and individually as members of the Certus Automotive Group)

OF THE THIRTEENTH PART

- and -

**ROB MOLLENHAUER**, of the City of Toronto, Ontario

(hereinafter sometimes called “**Rob**”)

OF THE FOURTEENTH PART

- and -

**MICHAEL JAMES PROKOPETZ**, of the City of Clarkston, Michigan

(hereinafter sometimes called “**Jim**”)

OF THE FIFTEENTH PART

WHEREAS:

- A. By a Forbearance Agreement dated March 21, 2019 (the "**Forbearance Agreement**"), the Bank, each member of the Certus Automotive Group, Rob and Jim, agreed to a forbearance arrangement, the terms and conditions of which are set out in the Forbearance Agreement.
- B. The Bank, each member of the Certus Automotive Group, Rob and Jim, are desirous of amending the Forbearance Agreement and have agreed to enter into this Amending Agreement (the “**Amending Agreement**”).

- C. Cetus Mexico was referred to in the Forbearance Agreement as “Certus Automotive (Mexico) S. de R.L. de C.V.”, whereas in fact, the correct legal name of Certus Mexico does not include “(Mexico)” and is in fact, “Certus Automotive, S. de R.L. de C.V.”. For greater certainty, any reference in the Forbearance Agreement, including any signature page therein, to “Certus Automotive (Mexico) S. de R.L. de C.V.” shall be deemed to refer to “Certus Automotive, S. de R.L. de C.V.” and the Forbearance Agreement shall be hereby deemed to be amended accordingly.
- D. RMH Inc. was referred to in the Forbearance Agreement as “R. Mollenhauer Holdings I Inc.”, whereas in fact, the correct legal name of RMH Inc. does not include a “.” after the “R” and is in fact, “R Mollenhauer Holdings I Inc.”. For greater certainty, any reference in the Forbearance Agreement, including any signature page therein, to “R. Mollenhauer Holdings I Inc.” shall be deemed to refer to “R Mollenhauer Holdings I Inc.” and the Forbearance Agreement shall be hereby deemed to be amended accordingly.

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements contained in the Forbearance Agreement and herein contained, the receipt and sufficiency of which are hereby acknowledged by each of the parties, the parties hereto agree each as follows:

1. Each of the capitalized terms used in this Amending Agreement, except where specifically otherwise defined in this Amending Agreement, shall have the same meaning as set out in the Forbearance Agreement.
2. Recital D of the Forbearance Agreement shall be amended by changing the date of “March 26, 2019” to “March 29, 2019”.
3. Section 1(b) of the Forbearance Agreement shall be amended by changing the date of “26 day of February, 2019” to “19 day of March, 2019”.
4. Section 8(a) of the Forbearance Agreement shall be deleted in its entirety and inserting the following new Section 8(a) in its stead:

“(a) By no later than the 29<sup>th</sup> day of March, 2019, Certus Mexico shall have provided evidence of insurance coverage with respect to all of its real and personal property located in Mexico, including the Queretaro Plant, in form and content satisfactory to the Bank whereby among other things:

- (i) such insurance coverage shall include property coverage and business interruption insurance;
- (ii) such insurance coverage shall recognize the interest of the Bank in such assets ahead of any other creditors, whether as loss payee or assignee; and
- (iii) the insurer shall have confirmed to the Bank that it recognizes the interest of the Bank pursuant to Section 8(a)(ii) and that such insurance coverage is in good standing in all respects and cannot be cancelled without at least twenty (20) days’ prior written notice to the Bank in accordance with Section 27.”



5. Section 8(c) of the Forbearance Agreement shall be deleted in its entirety and inserting the following new Section 8.3(c) in its stead:

“(a) By no later than 5<sup>th</sup> day of April, 2019, the following members of the Certus Automotive Group shall provide the following additional security:

- (i) Certus Mexico and RMH Inc. shall each provide a guarantee in favour of the Bank guaranteeing the Obligations of Certus Canada and KPI Canada, including all the Loans and all present and future indebtedness, fees, expenses and other liabilities direct or indirect or contingent, on the Bank’s standard form for guarantees;
- (ii) KC shall provide a guarantee in favour of the Bank guaranteeing the Obligations of Certus Canada and KPI Canada, including all the Loans and all present and future indebtedness, fees, expenses and other liabilities direct or indirect or contingent, on the Bank’s standard form for guarantees (collectively, the “**KC Guarantee**”). In support of the KC Guarantee, KC shall execute a pledge agreement in favour of the Lender, pursuant to which KC will pledge all of the issued and outstanding shares of Certus Canada held by KC to the Bank; and
- (iii) KCII shall provide a guarantee in favour of the Bank guaranteeing the Obligations of Certus Canada and KPI Canada, including all the Loans and all present and future indebtedness, fees, expenses and other liabilities direct or indirect or contingent, on the Bank’s standard form for guarantees (collectively, the “**KCII Guarantee**”).”

6. Section 13 of the Forbearance Agreement shall be deleted in its entirety and inserting the following new Section 13 in its stead:

Each of the members of the Certus Automotive Group covenants that it will maintain in full force and effect its existing insurance coverage and shall provide evidence to the Bank by no later than 5<sup>th</sup> day of April, 2019, in form and content satisfactory to the Bank, that

- (a) such insurance coverage is in good standing;
- (b) that the interest of the Bank in such insurance coverage has been recognized by the insurer; and
- (c) that such insurance coverage cannot be cancelled without at least twenty (20) days’ prior written notice to the Bank in accordance with Section 27.

7. The Forbearance Agreement is further amended by replacing Schedule B (Existing Security) attached to the Forbearance Agreement with Schedule B attached hereto

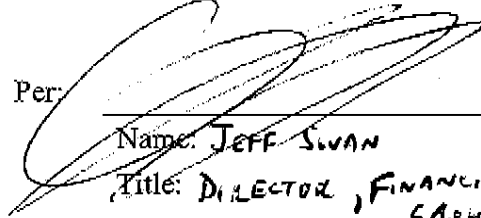
8. All facts as set out in the recitals to this Amending Agreement are true and accurate in all respects and the parties hereto acknowledge that the recitals form an integral part of this Amending Agreement.

9. This Amending Agreement, and the covenants and conditions to be performed on the part of the Bank, are subject to the following conditions precedent, which conditions are for the sole benefit of the Bank and may be waived by it:
  - (a) The delivery to the Bank and its legal counsel on or before April 2, 2019 of this Amending Agreement, duly executed by each member of the Certus Automotive Group, Rob and Jim.
10. Nothing contained in this Amending Agreement shall have the effect of changing the nature of any of the Obligations from the Certus Automotive Group or the obligations of Rob and Jim in connection with their respective Existing Security and Existing Guarantees nor of obligating the Bank to extend the Forbearance Period.
11. All terms and conditions and all covenants and undertakings provided in the Forbearance Agreement shall, except as expressly amended herein, continue to be in full force and effect and shall be binding upon them, and for greater certainty each of the parties hereto agree to continue to adhere to the provisions of the Forbearance Agreement, except as expressly amended herein.
12. This Amending Agreement shall be binding upon the parties hereto and each of their respective successors and assigns.
13. Time will, in all respects, be of the essence in this Amending Agreement and no extension of time or variation of any term of this Amending Agreement will operate as a waiver of this provision.
14. This Amending Agreement shall be construed and enforce in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract.
15. The expression “herein” and similar expressions used in this Amending Agreement shall mean the Forbearance Agreement as amended and supplemented by this Amending Agreement. References in the Forbearance Agreement to “this Agreement” and similar expressions shall mean the Forbearance Agreement as amended and supplemented by this Amending Agreement.
16. This Amending Agreement (and which incorporates the Forbearance Agreement as referred to above) constitutes the entire agreement of the parties with respect to the subject matter hereof and may not be amended or modified except by written consent signed by all parties.
17. This Amending Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Transmission by facsimile or electronic transmission in PDF format of an executed copy of this Amending Agreement shall be deemed to and constitute due and sufficient delivery of such counterpart

*[signature pages to follow]*

**IN WITNESS WHEREOF** each of the Bank, each member of the Certus Automotive Group, Rob and Jim have executed this Amending Agreement through their authorized representatives, all as of the date and year first above written.

) **THE TORONTO-DOMINION BANK**

)  
)  
) Per:   
) \_\_\_\_\_  
) Name: **JEFF SWAN**  
) Title: **DIRECTOR, FINANCIAL RETAIL BANKING**  
) **GROUP**

)  
) Per: \_\_\_\_\_  
) Name:  
) Title:  
) I/We have the authority to bind  
) The Toronto-Dominion Bank

) **CERTUS AUTOMOTIVE INC.**

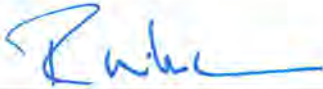
)  
) Per: \_\_\_\_\_  
) Name:  
) Title:

)  
) Per: \_\_\_\_\_  
) Name:  
) Title:  
) I/We have the authority to bind  
) Certus Automotive Inc.

[signature page to Forbearance Agreement Amending Agreement- Certus Automotive Inc. et al.]

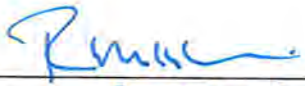
**IN WITNESS WHEREOF** each of the Bank, each member of the Certus Automotive Group, Rob and Jim have executed this Amending Agreement through their authorized representatives, all as of the date and year first above written.

) **THE TORONTO-DOMINION BANK**  
 )  
 )  
 )  
 ) Per: \_\_\_\_\_  
 ) Name:  
 ) Title:  
 )  
 )  
 )  
 ) Per: \_\_\_\_\_  
 ) Name:  
 ) Title:  
 ) I/We have the authority to bind  
 ) The Toronto-Dominion Bank

) **CERTUS AUTOMOTIVE INC.**  
 )  
 )  
 ) Per:  \_\_\_\_\_  
 ) Name: *R. Mollenhauer*  
 ) Title: *President*  
 )  
 )  
 ) Per: \_\_\_\_\_  
 ) Name:  
 ) Title:  
 ) I/We have the authority to bind  
 ) Certus Automotive Inc.


*[signature page to Forbearance Agreement Amending Agreement- Certus Automotive Inc. et al.]*

) KEEN POINT INTERNATIONAL INC.  
)  
)  
)

) Per:   
) Name: R. Mollenhauer  
) Title: President  
)

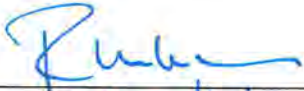
) Per: \_\_\_\_\_  
) Name:  
) Title:  
) I/We have the authority to bind  
) Keen Point International Inc.  
)


) KEEN POINT INTERNATIONAL,  
) INC.  
)  
)

) Per:   
) Name: R. Mollenhauer  
) Title: President  
)

) Per: \_\_\_\_\_  
) Name:  
) Title:  
) I/We have the authority to bind  
) Keen Point International, Inc.  
)

[signature page to Forbearance Agreement Amending Agreement- Certus Automotive Inc. et al.]

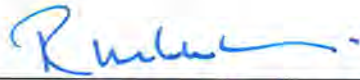
) **R.I.M. MANAGEMENT CO.**  
 )  
 )  
 ) Per:   
 ) Name: R. M. M. M. M. M.  
 ) Title: manager  
 )  
 ) Per: \_\_\_\_\_  
 ) Name: \_\_\_\_\_  
 ) Title: \_\_\_\_\_  
 ) I/We have the authority to bind the  
 ) R.I.M. Management Co.

) **CERTUS AUTOMOTIVE (MEXICO)**  
 ) **S. de R.L. de C.V.**  
 )  
 ) Per:   
 ) Name: R. M. M. M. M. M.  
 ) Title: president  
 )  
 ) Per: \_\_\_\_\_  
 ) Name: \_\_\_\_\_  
 ) Title: \_\_\_\_\_  
 ) I/We have the authority to bind  
 ) Certus Automotive (Mexico) S. de  
 ) R.L. de C.V.

[signature page to Forbearance Agreement Amending Agreement- Certus Automotive Inc. et al.]

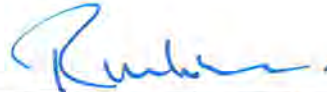


) **R.I.M. MANAGEMENT CO.**  
)  
)  
)

) Per:   
) Name: Rob Mollenhauer  
) Title: Partner

) Per: \_\_\_\_\_  
) Name:  
) Title:  
) I/We have the authority to bind the  
) R.I.M. Management Co.

) **CERTUS AUTOMOTIVE, S. de R.L. de**  
) **C.V.**  
)  
)


) Per:   
) Name: Rob Mollenhauer  
) Title: President

) Per: \_\_\_\_\_  
) Name:  
) Title:  
) I/We have the authority to bind  
) Certus Automotive (Mexico) S. de  
) R.L. de C.V.

[signature page to Forbearance Agreement Amending Agreement- Certus Automotive Inc, et al.]




) CERTUS AUTOMOTIVE, INC.  
)  
)  
)

) Per:   
) Name: R. W. W. W. W.  
) Title: President

) Per: \_\_\_\_\_  
) Name: \_\_\_\_\_  
) Title: \_\_\_\_\_  
) I/We have the authority to bind  
) Certus Automotive, Inc.


) CERTUS AUTOMOTIVE SHENZHEN  
) CO. LTD.  
)  
)

) Per:   
) Name: R. W. W. W. W.  
) Title: President

) Per: \_\_\_\_\_  
) Name: \_\_\_\_\_  
) Title: \_\_\_\_\_  
) I/We have the authority to bind  
) Certus Automotive Shenzhen Co.  
) Ltd.

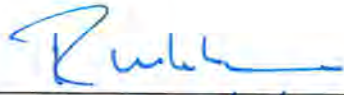
[signature page to Forbearance Agreement Amending Agreement- Certus Automotive Inc. et al.]

) CERTUS AUTOMOTIVE, (HK)  
) LIMITED  
)  
)

) Per:   
) Name: R. Mollerham  
) Title: President  
)

) Per: \_\_\_\_\_  
) Name:  
) Title:  
) I/We have the authority to bind  
) Certus Automotive, (HK) Limited  
)

) CERTUS AUTOMOTIVE (EUROPE)  
) GmbH  
)  
)

) Per:   
) Name: R. Mollerham  
) Title: Managing Director  
)

) Per: \_\_\_\_\_  
) Name:  
) Title:  
) I/We have the authority to bind  
) Certus Automotive (Europe)  
) GmbH  
)

[signature page to Forbearance Agreement Amending Agreement- Certus Automotive Inc. et al.]

) **KORP CO**

)

)

)

)

Per: \_\_\_\_\_

Name:

Title:

)

)

Per: M. J. Prokopetz

Name: *Michael James Prokopetz*

Title: *President*

)

)

I/We have the authority to bind  
Korp Co

)

)

) **KORP CO II**

)

)

)

)

Per: \_\_\_\_\_

Name:

Title:

)

)

Per: M. J. Prokopetz

Name: *Michael James Prokopetz*

Title: *President*

)

)

I/We have the authority to bind  
Korp Co II

)

[signature page to Forbearance Agreement Amending Agreement- Certus Automotive Inc. et al.]

) R MOLLENHAUER HOLDINGS I  
 ) INC.  
 )  
 )  
 )

) Per: \_\_\_\_\_  
 )

Name:

Title:

*[Handwritten Signature]*  
 Rob Mollenhauer  
 President

) Per: \_\_\_\_\_  
 )

Name:

Title:

I/We have the authority to bind R.  
 Mollenhauer Holdings I Inc.

*[Handwritten Signature]*

Witness:

Name:

Address:

Hilda Roelaveld  
 154 Church Ave  
 Toronto, Ont M2N 4K5

) *[Handwritten Signature]*  
 ) \_\_\_\_\_  
 ) **ROB MOLLENHAUER**  
 )  
 )  
 )  
 )  
 )  
 )

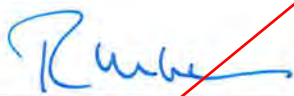
Witness:

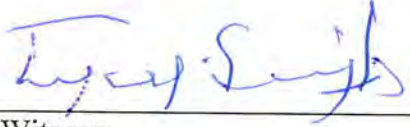
Name:

Address:

) \_\_\_\_\_  
 ) **MICHAEL JAMES PROKOPETZ**  
 )  
 )  
 )  
 )  
 )

[signature page to Forbearance Agreement Amending Agreement— Certus Automotive Inc. et al.]

) **R. MOLLENHAUER HOLDINGS I**  
 ) **INC.**  
 )  
 )  
 )  
 ) Per:   
 ) Name: R. Mollenhauer  
 ) Title: President  
 )  
 ) Per: \_\_\_\_\_  
 ) Name: \_\_\_\_\_  
 ) Title: \_\_\_\_\_  
 ) I/We have the authority to bind R.  
 ) Mollenhauer Holdings I Inc.

  
 )  
 ) Witness:  
 ) Name: Jayal Kaintura  
 ) Address: 5 Blackstone River  
 ) Dr. Brampton  
 ) ON, L6R3V5

  
 )  
 ) **ROB MOLLENHAUER**

\_\_\_\_\_  
 )  
 ) Witness:  
 ) Name:  
 ) Address:

\_\_\_\_\_  
 )  
 ) **MICHAEL JAMES PROKOPETZ**

[signature page to Forbearance Agreement Amending Agreement- Certus Automotive Inc. et al.]


) **R. MOLLENHAUER HOLDINGS I**  
) **INC.**

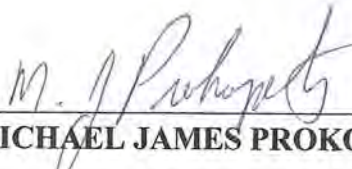
)  
)  
)  
)  
) Per: \_\_\_\_\_  
) Name:  
) Title:

)  
)  
)  
)  
) Per: \_\_\_\_\_  
) Name:  
) Title:  
) I/We have the authority to bind R.  
) Mollenhauer Holdings I Inc.

\_\_\_\_\_  
Witness:  
Name:  
Address:

\_\_\_\_\_  
**ROB MOLLENHAUER**

  
\_\_\_\_\_  
Witness:  
Name: Sergio Alfaro Navarro  
Address: Santa Fe 118-45  
Juriquilla, Querétaro

  
\_\_\_\_\_  
**MICHAEL JAMES PROKOPETZ**

[signature page to Forbearance Agreement Amending Agreement- Certus Automotive Inc. et al.]

**SCHEDULE B****EXISTING SECURITY**

Date of Security Document:	Copy attached to PPSA registration – signature page with date is missing.
Issued By:	Certus Canada
Description:	General Security Agreement

Date of Security Document:	March 29, 2011
Issued By:	KPI Canada
Description:	General Security Agreement

Date of Security Document:	March 30, 2011
Issued By:	KPI Canada
Description:	Assignment of Life Insurance on Robert Mollenhauer in the amount of \$4,000,000

Date of Security Document:	May 7, 2013
Issued By:	Certus US
Description:	UCC Security Agreement

Date of Security Document:	March 7, 2013
Issued By:	KPI Michigan
Description:	UCC Security Agreement

Date of Security Document:	April 17, 2018
Issued By:	Certus Canada
Description:	Formalized and registered Non-Possessory Pledge Over Assets held in Mexico



Date of Security Document:	December 20, 2016
Issued By:	Certus Canada
Description:	Formalized and registered Partnership Interests Pledge Agreement in respect to certain partnership interests owned by Certus Canada in Certus Mexico.

Date of Security Document:	April 17, 2018
Issued By:	Certus Mexico
Description:	Formalized and registered Non-Possessory Pledge Over Assets held in Mexico

Date of Security Document:	December 20, 2016
Issued By:	RHM Inc.
Description:	Formalized and registered Partnership Interest Agreement in respect to certain partnership interest owned by RMH Inc. in Certus Mexico.

Date of Security Document:	February 21, 2019
Issued By:	Jim
Description:	Assignment of Term Deposits and Credit Balances

Date of Security Document:	February 21, 2019
Issued By:	Rob
Description:	Assignment of Term Deposits and Credit Balances



**This is Exhibit "J" referred to in the affidavit  
of JEFFREY SWAN, SWORN BEFORE ME  
this 6/18/2021**

DocuSigned by:

*Asim Iqbal*

**A COMMISSIONER FOR TAKING AFFIDAVITS**

**FORBEARANCE AGREEMENT  
SECOND AMENDING AGREEMENT**

**THIS AGREEMENT** is made this 1<sup>st</sup> day of August, 2019.

**AMONG:**

**THE TORONTO-DOMINION BANK**

(hereinafter sometimes called the “**Bank**”)

OF THE FIRST PART

- and -

**CERTUS AUTOMOTIVE INC.**, a company incorporated under  
the laws of Ontario

(hereinafter sometimes called “**Certus Canada**”)

OF THE SECOND PART

- and -

**KEEN POINT INTERNATIONAL INC.**, a company  
incorporated under the laws of Ontario

(hereinafter sometimes called “**KPI Canada**”)

OF THE THIRD PART

- and -

**KEEN POINT INTERNATIONAL, INC.**, a company  
incorporated under the laws of Michigan

(hereinafter sometimes called “**KPI Michigan**”)

OF THE FOURTH PART

- and -

**R.I.M. MANAGEMENT CO.**, a company incorporated under the  
laws of Michigan

(hereinafter sometimes called “**RIM**”)

OF THE FIFTH PART

- and –

**CERTUS AUTOMOTIVE, S. de R.L. de C.V.**, a company  
incorporated under the laws of Mexico

(hereinafter sometimes called “**Certus Mexico**”)

OF THE SIXTH PART

- and -

**CERTUS AUTOMOTIVE, INC.**, a company incorporated under  
the laws of Michigan

(hereinafter sometimes called “**Certus US**”)

OF THE SEVENTH PART

- and -

**CERTUS AUTOMOTIVE SHENZHEN CO. LTD.**, a company  
incorporated under the laws of China

(hereinafter sometimes called “**Certus China**”)

OF THE EIGHTH PART

- and -

**CERTUS AUTOMOTIVE, (HK) LIMITED**, a company  
incorporated under the Laws of Hong Kong

(hereinafter sometimes called “**Certus Hong Kong**”)

OF THE NINTH PART

- and -

**CERTUS AUTOMOTIVE (EUROPE) GmbH**, a company  
incorporated under the laws of Germany

(hereinafter sometimes called “**Certus Europe**”)

OF THE TENTH PART

- and -

**KORP CO.**, a company incorporated under the laws of Michigan

(hereinafter sometimes called “**KC**”)

OF THE ELEVENTH PART

- and -

**KORP CO. II**, a company incorporated under the laws of Michigan

(hereinafter sometimes called "**KCII**")

OF THE TWELFTH PART

- and -

**R MOLLENHAUER HOLDINGS I INC.**, a company incorporated under the laws of Ontario

(hereinafter sometimes called "**RMH Inc.**" and together with Certus Europe, Certus Canada, KPI Canada, KPI Michigan, RIM, Certus Mexico, Certus US, Certus China, Certus Hong Kong, KC and KCII are sometimes referred to collectively as the "**Certus Automotive Group**" and individually as members of the Certus Automotive Group)

OF THE THIRTEENTH PART

- and -

**ROB MOLLENHAUER**, of the City of Toronto, Ontario

(hereinafter sometimes called "**Rob**")

OF THE FOURTEENTH PART

- and -

**MICHAEL JAMES PROKOPETZ**, of the City of Clarkston, Michigan

(hereinafter sometimes called "**Jim**")

OF THE FIFTEENTH PART

WHEREAS:

- A. By a Forbearance Agreement dated March 21, 2019 (the "**Original Forbearance Agreement**") as amended by an Amending Agreement dated April 2, 2019 (such Original Forbearance Agreement, as amended, and as may be further amended, restated, supplemented from time to time, collectively, the "**Forbearance Agreement**"), the Bank, each member of the Certus Automotive Group, Rob and Jim, agreed to a forbearance arrangement, the terms and conditions of which are set out in the Forbearance Agreement.

- B. The Bank, each member of the Certus Automotive Group, Rob and Jim, are desirous of further amending the Forbearance Agreement and have agreed to enter into this Second Amending Agreement (the “**Amending Agreement**”).
- C. Korp Co. was referred to in the Forbearance Agreement as “Korp Co”, whereas in fact, the correct legal name of KC includes a “(.)” after “Co” and is in fact, “Korp Co.”. For greater certainty, any reference in the Forbearance Agreement, including any signature page therein, to “Korp Co” shall be deemed to refer to “Korp Co.” and the Forbearance Agreement shall be hereby deemed to be amended accordingly.
- D. Korp Co. II was referred to in the Forbearance Agreement as “Korp Co II”, whereas in fact, the correct legal name of KCII includes a “.” after the “Co” and is in fact, “Korp Co. II”. For greater certainty, any reference in the Forbearance Agreement, including any signature page therein, to “Korp Co II” shall be deemed to refer to “Korp Co. II” and the Forbearance Agreement shall be hereby deemed to be amended accordingly.
- E. In Recital F of the Original Forbearance Agreement, each of members of the Certus Automotive Group, Rob and Jim jointly and severally acknowledged and agreed and represented and warranted to the Bank that the share ownership structure set out in Schedule D to the Forbearance Agreement (the “**Original Ownership Structure**”) was true and accurate in all respects and formed an essential part of the Forbearance Agreement in all respects. However, the Bank was advised by way of a letter dated June 21, 2019 from Grant Thornton (British Virgin Islands) Limited to the Bank (the “**Grant Thornton Letter**”) that Euroshare Ltd. was liquidated and dissolved on March 23, 2018. Accordingly, the Original Ownership Structure provided by the Certus Automotive Group, Rob and Jim was at the time of execution of the Forbearance Agreement incorrect and inaccurate and continues to be incorrect and inaccurate, which constitutes an Event of Default under the Forbearance Agreement (“**Breach 1**”). A copy of the Grant Thornton Letter and correspondence between the Bank and Certus Canada regarding the dissolution of Euroshare Ltd. is attached as Schedule A.
- F. In accordance with Recital F of the Original Forbearance Agreement, the Certus Automotive Group was required to provide an updated share ownership structure of the Certus Automotive Group. The Forbearance Agreement is amended by replacing the Share Ownership Structure Chart in Schedule D (Share Ownership Structure) to the Forbearance Agreement with an updated Share Ownership Chart which will be provided by the Certus Automotive Group to the Bank within two (2) business days of the execution of this Amending Agreement, and upon the Bank’s receipt of same to the Bank’s satisfaction, such updated Share Ownership Chart shall be attached hereto as Schedule B.
- G. The Certus Automotive Group failed to provide the Bank with a signed binding credit agreement on or before April 5, 2019, on terms satisfactory to the Bank, acting reasonably, as contemplated in the Forbearance Agreement and therefore was required to provide the Bank with the Wind-Down Plan on April 12, 2019.
- H. On or around April 9, 2019, the Bank was advised by Grant Thornton LLP that the Certus Automotive Group did not intend to provide the Wind-Down Plan on or before April 12, 2019.

- I. Certus Automotive Group failed to provide the Bank with the Wind-Down Plan on April 12, 2019, which constitutes an Event of Default under the Forbearance Agreement (“**Breach 2**”). Further, on April 17, 2019, Certus Automotive Group advised the Bank that not only was the Wind-Down Plan not completed, no steps whatsoever had been taken to prepare the Wind-Down Plan, including contacting Alvarez & Marsal, to participate fully in the preparation of the Wind-Down Plan, as required pursuant to the Forbearance Agreement.
- J. The Certus Automotive Group did not repay the Obligations in full at the expiration of the Forbearance Agreement, as required pursuant to the Forbearance Agreement, which also constitutes an Event of Default and a further breach (“**Breach 3**”, and together with Breach 1 and Breach 2, the “**Breaches**”) under the Forbearance Agreement.
- K. The Bank is in a position to enforce the Existing Security and the Additional Security and pursue all rights and remedies it may have in connection with respect to each of the members of the Certus Automotive Group, as it deems appropriate, including without limitation, by way of the appointment of a receiver and manager.
- L. The Certus Automotive Group advised the Bank that the Certus Automotive Group was negotiating a loan arrangement with FGI Worldwide LLC (“**FGI**”), which such loan arrangement was anticipated to close in, first, June 2019 and, second, by no later than mid-July, 2019 (the “**FGI Loan Arrangement**”).
- M. The Certus Automotive Group advised the Bank that under the FGI Loan Arrangement, FGI would, among other things, loan a principal amount of US\$13,000,000 to the Certus Automotive Group, which was to have been used in full to pay down the Obligations (the “**FGI Repayment**”) and pursuant to which, among other things, the operating credit facility with the Bank would be permanently terminated.
- N. In connection with the FGI Loan Repayment, the Bank was prepared to agree to amend the terms of the Credit Agreement in accordance with a term sheet (the “**Term Sheet**”) prepared by the Bank and provided that:
- (a) the FGI Repayment was to have been made by no later than the 12<sup>th</sup> day of July, 2019, such that the remaining Obligations of the Certus Automotive Group to the Bank would have been no more than an amount as agreed to between the Bank and Certus Automotive (the “**Remaining Obligations**”); and
  - (b) EDC would have confirmed to the Bank that it guarantees the Remaining Obligations of the Certus Automotive to the Bank up to an amount of no less than CDN\$6,600,000 (or its US\$ equivalent), on terms satisfactory to the Bank,

and on certain additional terms pursuant to which the Certus Automotive Group would repay the balance of the Remaining Obligations over twelve months from the date of drawdown (amortized over eighty-four months from the date of drawdown) in accordance with the Term Sheet, subject to the balance of the terms of the Forbearance

Agreement, as amended, including acceleration of the Obligations (which includes, for greater certainty, the Remaining Obligations) in an Event of Default.

- O. The parties expended significant time, efforts and resources working towards completion of the FGI Loan Arrangement and FGI Repayment transactions. During the time of such efforts, the Certus Automotive Group repeatedly asked the Bank to increase the amount of the Remaining Obligations and the Bank resubmitted the matter to its credit department for consideration before agreeing, conditionally, on the amount set out in Recital N(a) with respect to the Remaining Obligations.
- P. On June 28, 2019, Rob Mollenhauer of the Certus Automotive Group wrote to the Bank and advised that the FGI Loan Arrangement and FGI Repayment transactions were on hold, stating, in part, as follows:

**From:** Rob Mollenhauer <rmoll@certusauto.com>  
**Sent:** Friday, June 28, 2019 1:48:03 PM  
**To:** Swan, Jeffrey  
**Cc:** Phongsivorabout, Richard; Jack Pulkinen; Jim Prokopetz;  
Sean Zweig; Wootton, Daniel  
**Subject:** FW: Refinancing On Hold

Jeff,

Unfortunately it appears that the FGI financing is on hold. Their formulas for calculating advance rates on receivables and inventory are complex and they have not provided a definitive closing number until we pressed them last night. Unfortunately their final number is 2 million short of our requirement particularly when you take into account we have to be able to manage during the traditional slow automotive sales period in July, November and December.

I am very sorry that this happened at the 11<sup>th</sup> hour and impacted our closing. However, it would not be prudent to proceed with FGI on their ABL terms without knowing that we will be properly covered throughout the year. For us to proceed with FGI based on their approach to funding we will require a TD term loan of US\$12.0KK.

- Q. Each of the members of the Certus Automotive Group has indicated to the Bank that it can revive the FGI Loan Arrangement and in connection therewith complete the FGI Repayment and the operating credit facility with the Bank will be permanently terminated. In particular, the Certus Automotive Group shall obtain and deliver to the Bank a binding FGI commitment letter (the "**FGI Commitment Letter**"), to the satisfaction of the Bank, by no later than August 13, 2019, which sets out the terms and conditions in connection with the FGI Loan Arrangement. In accordance with the FGI Commitment Letter, the FGI Loan Arrangement is anticipated to close on or before August 23, 2019 (the "**FGI Closing Date**"). For greater certainty, it is expressly confirmed and agreed by each of the members of the Certus Automotive Group that,

without limitation, on the closing of this new FGI transaction the operating credit facility with the Bank will be permanently terminated.

R. Provided that:

- (a) the FGI Repayment is made by no later than the FGI Closing Date (or such other date agreed to by the Bank in its sole discretion), such that the Remaining Obligations of the Certus Automotive Group to the Bank will not be more than US\$12,000,000 (or its CDN\$ equivalent) in the aggregate; and
- (b) EDC has confirmed to the Bank that it guarantees the Remaining Obligations of the Certus Automotive, Rob and Jim to the Bank up to an amount of no less than CDN\$10,000,000 (or its US\$ equivalent), on terms satisfactory to the Bank,

then, notwithstanding Section 16 of the Original Forbearance Agreement, the Bank is prepared to allow the Certus Automotive Group, Rob and Jim to repay the balance of the Remaining Obligations over twelve months from the date of drawdown (amortized over eighty-four months from the date of drawdown) in accordance with the Term Sheet and the Amending Letter Agreement (as such term is defined herein), subject to the balance of the terms of the Forbearance Agreement (which includes this Amending Agreement in accordance with Recital A and Section 4), including acceleration of the Obligations (which includes, for greater certainty, the Remaining Obligations) in an Event of Default.

S. The Certus Automotive Group has prepared or shall prepare financial forecasts for the period from the week of July 19, 2019 through to the week of October 11, 2019, a copy of which forecasts shall be attached hereto as Schedule E (the “**Financial Forecasts**”) within five (5) business days of the execution of this Amending Agreement. Among other things, the Financial Forecasts shall include the following:

- (a) usage of the 2019 Temporary Bulge facility operating credit facility contemplated in section 13 of this Agreement;
- (b) the closing of the FGI Loan Arrangement on the FGI Closing Date; and
- (c) the FGI Repayment is made to the Bank by no later than the FGI Closing Date (or such other date agreed to by the Bank as evidenced in writing), such that the only Obligations of the Certus Automotive Group to the Bank are the Remaining Obligations.

T. Each of the members of the Certus Automotive Group, Rob and Jim jointly and severally acknowledges and agrees that it has received and reviewed copies of the invoices of the Bank’s legal fees and expenses incurred through the date of execution of this Amending Agreement (the “**Legal Fee Invoices**”) and confirms that the amounts set out in the Legal Fee Invoices are fully due and owing to the Bank as part of the Borrower’s Obligations, and the aggregate amount of the Legal Fee Invoices is set out in Schedule D attached hereto. The Legal Fee Invoices will be paid in equal consecutive instalments



over an eight (8) week period payable on the first business day of each week, and the first such instalment shall commence on the earlier of: a) first business day of the week immediately following the FGI Closing Date; and b) first business day of the week immediately following date the FGI Loan Arrangement is placed on hold or terminated.

- U. The Certus Automotive Group, Rob and Jim have each requested that the Bank forbear from exercising its Enforcement Rights.
- V. The Certus Automotive Group, Rob and Jim, as applicable, have each agreed to observe all of the provisions of this Agreement.
- W. The Certus Automotive Group, Rob and Jim have requested, and the Bank hereby agrees, subject to the terms and conditions herein, to tolerate (i) the Breaches; (ii) the failure of the Certus Automotive Group to complete the FGI Loan Arrangement and FGI Repayment transaction; (iii) to refrain from pursuing any of its remedies available under the Forbearance Agreement or elsewhere; and (iv) to amend and supplement certain provisions of the Forbearance Agreement.

**NOW THEREFORE**, this Agreement witnesses that in consideration of the mutual promises, covenants and agreements contained in the Forbearance Agreement and herein contained, and the sum of \$10.00 and other good valuable consideration the receipt and sufficiency of which are hereby acknowledged by each of the parties, the parties hereto agree each as follows:

#### **AGREEMENTS, COVENANTS, REPRESENTATIONS AND WARRANTIES**

1. Each of the capitalized terms used in this Amending Agreement, except where specifically otherwise defined in this Amending Agreement, shall have the same meaning as set out in the Forbearance Agreement.
2. All facts as set out in the recitals to this Amending Agreement are true and accurate in all respects, including for greater certainty the facts regarding the Breaches, and the parties hereto acknowledge that the recitals form an integral part of this Amending Agreement.
3. All terms and conditions and all recitals, covenants, representations, warranties, releases and undertakings provided for in the Forbearance Agreement are hereby affirmed, confirmed and agreed to, with effect as of the date of this Amending Agreement, save only to the extent, if any, to which the provisions of the Forbearance Agreement are amended or supplemented by the provisions of this Amending Agreement and provided that in the event of any express conflict between the provisions of this Amending Agreement and the provisions of the Forbearance Agreement, the provisions of this Amending Agreement shall govern to the extent necessary only to resolve such conflict. The expression "herein" and similar expressions used in this Amending Agreement shall mean the Forbearance Agreement as amended and supplemented by this Amending Agreement. References in the Forbearance Agreement to "this Agreement" and similar expressions shall mean the Forbearance Agreement as amended and supplemented by this Amending Agreement.
4. Nothing contained in this Amending Agreement shall have the effect of changing the nature of any of the Obligations from the Certus Automotive Group or the obligations of

Rob and Jim in connection with their respective Existing Security, Additional Security and Existing Guarantees and Additional Guarantees nor of obligating the Bank to extend the Forbearance Period other than as expressly provided for herein.

5. None of the Certus Automotive Group, Rob or Jim dispute their respective liability to repay the Obligations, including the Loans and/or the amounts they have guaranteed, on any basis whatsoever and each member of Certus Automotive Group, Rob and Jim jointly and severally acknowledge and agree that:
  - (a) they have no claims for set-off, counterclaim or damages on any basis whatsoever against the Bank or any of its directors, officers, employees, representative or agents; and
  - (b) for value received waive any argument or defence that the failure of the Bank to take immediate steps to demand payment of its Loans, or to take any steps to exercise its rights as a result of the Breach constitutes a waiver of any rights the Bank may have arising out of the Breach or any breach of the same covenant at any other time.
6. The Bank hereby expressly reserves all rights and remedies to which it is entitled under the Forbearance Agreement and at law.
7. Recital S of the Original Forbearance Agreement shall be amended by replacing the date of "May 1, 2019" with the date of "October 31, 2019".
8. Recital V of the Original Forbearance Agreement shall be amended by replacing the date of "May 1, 2019" with the date of "October 31, 2019".
9. Section 16 of the Original Forbearance Agreement shall be amended by replacing the date of "1<sup>st</sup> of May 2019" with the date of "31<sup>st</sup> of October 2019".
10. Provided that there has been no Event of Default (other than the Breaches), then the Bank agrees to enter into discussions with the Borrowers to consider suitable terms and conditions for loan arrangements beyond the expiry of the Forbearance Period, including the consideration of the conditions as to additional equity and/or security for the Obligations, provided that nothing whatsoever in this Section 10 shall be construed as an obligation or a commitment on the part of the Bank to enter into any such arrangements.
11. Each of the Certus Automotive Group, Rob and Jim jointly and severally agree that, other than as expressly provided herein, the execution of the Amending Letter Agreement shall not in any way: a) alter the terms of the Forbearance Agreement; b) change the nature of any of the Obligations from the Certus Automotive Group; c) change the obligations of Rob and Jim in connection with their respective Existing Security, Additional Security and Existing Guarantees and Additional Guarantees; or d) obligate the Bank to extend the Forbearance Period other than as expressly provided for herein.
12. Each of the members of the Certus Automotive Group shall carry out their business in compliance with the Financial Forecasts.

13. Subject to adherence in all respects with the terms of the Forbearance Agreement, including for greater certainty, this Amending Agreement, during the term of the Forbearance Agreement the maximum principal amount of the 2019 Temporary Bulge shall be US\$17,600,000.00. For greater certainty, it is further jointly and severally agreed by the Certus Automotive Group, Rob and Jim that in calculating the borrowing availability under the 2019 Temporary Bulge Facility, the borrowing base of Certus Canada and KPI Canada shall be not less than US\$19.1 million (being US\$17.6 million, plus US\$1.5 million), unless otherwise expressly agreed to, by the Bank, from time to time and which agreement must be evidenced in writing.
14. Without limitation, in accordance with Section 22 of the Original Forbearance Agreement, upon the occurrence of an Event of Default or otherwise at the expiration of the Forbearance Period, each member of the Certus Automotive Group, Rob and Jim consent to the appointment of a receiver, and in that regard they specifically consent to the making of an Order in these circumstances, substantially in the form attached hereto as Schedule C.
15. As of the date of this Amending Agreement, the aggregate principal amount of the Borrowers' Obligations (which includes, for greater certainty, the aggregate amount of the Legal Fee Invoices in accordance with Recital T hereof) to the Bank includes the amounts as set out in Schedule D hereto, and such amounts remain due and owing in full to the Bank.
16. As consideration for the Bank entering into this Amending Agreement, each member of the Certus Automotive Group jointly and severally agrees to pay to the Bank an amendment fee in the aggregate amount of CDN\$100,000, which fee is fully earned at the time of execution of this Amending Agreement and such fee, for greater certainty, is included in Schedule D hereto. Such fee will be paid in equal consecutive instalments over an eight (8) week period payable on the first business day of each week, and the first such instalment shall commence on the earlier of: a) the first business day of the week immediately following the FGI Closing Date; and b) the first business day of the week immediately following the date that the FGI Loan Arrangement is either placed on hold or terminated.
17. Each member of the Certus Automotive Group, Rob and Jim jointly and severally covenant and agree with the Bank that they will continue to adhere to the provisions of the Forbearance Agreement, as applicable.
18. Each member of the Certus Automotive Group, Rob and Jim jointly and severally covenant and agree to promptly provide, as determined by the Bank in its sole discretion, acting reasonably, to the Bank and its Advisor all information pertaining to the business of the Certus Automotive Group, the Existing Security, the Additional Security, the Existing Guarantees and Additional Guarantees, or any additional information related thereto as the Bank or its Advisor may reasonably request from time to time.
19. Each member of the Certus Automotive Group, Rob and Jim jointly and severally covenant and agree that they will promptly respond to all reasonable requests for information concerning each member of the Certus Automotive Group from the Bank's Advisor.

20. Subject to Sections 22 and 23 hereof, each member of the Certus Automotive Group, Rob and Jim jointly and severally agree that the Bank's Advisor shall prepare the Wind-Down Plan. Each member of the Certus Automotive Group, Rob and Jim jointly and severally further agree to cooperate with the Bank's Advisor to permit the preparation of the Wind-Down Plan. The Wind-Down Plan shall address all relevant considerations including, but not limited to, the following:
- (a) maximization of values and all assets of the Certus Automotive Group;
  - (b) communication plans with direct customers and original equipment manufacturers (but for greater certainty, the Bank's Advisor shall not have any communications during the Forbearance Period with such customers or manufacturers or any suppliers unless there is an Event of Default (other than the Breaches));
  - (c) an operation program;
  - (d) a sale program (in this regard the Bank's Advisor will use commercially reasonable efforts to work with Duff and Phelps LLP to utilize the work done by Duff and Phelps LLP on a sale program provided that the Bank's Advisor receives full cooperation from Duff and Phelps LLP on a timely basis);
  - (e) accommodation agreements with customers and original equipment manufacturers; and
  - (f) cash flow forecasts.
21. Subject to Section 22 and 23 hereof, during the term of the term of the Forbearance Period each member of the Certus Automotive Group, Rob and Jim jointly and severally agree to give priority to the Wind-Down Plan, to act in good faith at all times in that regard and to provide contact information of and access to relevant personnel of the Certus Automotive Group in this regard. Further, in addition to items (a) through (f) in Section 20, in connection with the Wind-Down Plan each member of the Certus Automotive Group, Rob and Jim further jointly and severally agree to adhere to the additional requirements – and to provide the additional information – set out in Schedule F in accordance with the timelines contemplated in Schedule F.

#### **SUSPENSION OF WIND-DOWN PLAN**

22. Notwithstanding anything stated herein or in the Original Forbearance Agreement, as amended from time to time, the Wind-Down Plan shall be held in abeyance during the period when the FGI Loan Arrangements are being pursued in accordance with the terms hereof provided that:
- (a) the FGI Loan Arrangements is completed in accordance with the FGI Commitment Letter on or before the FGI Closing Date (or such other date agreed to by the Bank in its sole discretion); and
  - (b) an Event of Default (unless waived by the Bank) has not occurred that is continuing.

### **FURTHER SUSPENSION OF THE WIND-DOWN PLAN**

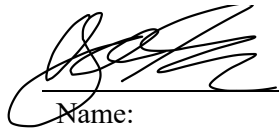
23. Notwithstanding anything stated herein or in the Original Forbearance Agreement, as amended from time to time, if:
- (a) the FGI Loan Arrangements is completed in accordance with the FGI Commitment Letter on or before the FGI Closing Date (or such other date agreed to by the Bank in its sole discretion); and
  - (b) all conditions set out in Recital R hereof are satisfied to the Bank's satisfaction,
- then the Bank will not require the Wind-Down Plan unless an Event of Default (which has not been waived by the Bank) has occurred that is continuing.

### **GENERAL**

24. This Amending Agreement, and the covenants and conditions to be performed on the part of the Bank, are subject to the Bank obtaining the approval of EDC to this Amending Agreement by no later than August 8, 2019 (which condition is for the sole benefit of the Bank and may be waived by it).
25. This Amending Agreement shall be binding upon the parties hereto and each of their respective successors and assigns.
26. Time will, in all respects, be of the essence in this Amending Agreement and no extension of time or variation of any term of this Amending Agreement will operate as a waiver of this provision.
27. This Amending Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract.
28. This Amending Agreement (and which incorporates the Forbearance Agreement as referred to above) constitutes the entire agreement of the parties with respect to the subject matter hereof and may not be amended or modified except by written consent signed by all parties.
29. Each of the Certus Automotive Group, Rob and Jim hereby acknowledges they have reviewed this Amending Agreement in its entirety with their legal counsel prior to executing this Amending Agreement.
30. This Amending Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Transmission by facsimile or electronic transmission in PDF format of an executed copy of this Amending Agreement shall be deemed to and constitute due and sufficient delivery of such counterpart

*[signature pages to follow]*

**IN WITNESS WHEREOF** each of the Bank, each member of the Certus Automotive Group, Rob and Jim have executed this Amending Agreement through their authorized representatives, all as of the date and year first above written.

)  
 ) **THE TORONTO-DOMINION BANK**  
 )  
 ) Per:   
 ) \_\_\_\_\_  
 ) Name:  
 ) Title: Jeffrey Swan, Director  
 )  
 ) Per: \_\_\_\_\_  
 ) Name:  
 ) Title:  
 ) I/We have the authority to bind The Toronto-  
 ) Dominion Bank

)  
 ) **CERTUS AUTOMOTIVE INC.**  
 )  
 ) Per: \_\_\_\_\_  
 ) Name:  
 ) Title:  
 )  
 ) Per: \_\_\_\_\_  
 ) Name:  
 ) Title:  
 ) I/We have the authority to bind Certus Automotive  
 ) Inc.

*[signature page to Forbearance Agreement Second Amending Agreement- Certus Automotive Inc. et al.]*



) KEEN POINT INTERNATIONAL INC.  
)  
)  
)

) Per: Rob Mollenhauer  
)  
) Title: Rob Mollenhauer  
) President  
)

) Per: \_\_\_\_\_  
)

) Name:  
) Title:  
) I/We have the authority to bind Keen Point  
) International Inc.

) KEEN POINT INTERNATIONAL,  
) INC.  
)  
)

) Per: Rob Mollenhauer  
) Name: Rob Mollenhauer  
) Title: President  
)


) Per: \_\_\_\_\_  
)

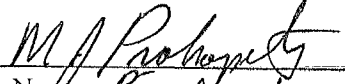
) Name:  
) Title:  
) I/We have the authority to bind  
) Keen Point International, Inc.

[signature page to Forbearance Agreement Second Amending Agreement - Certus Automotive Inc. et al.]

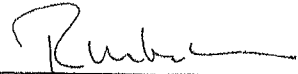


) R.I.M. MANAGEMENT CO.  
)  
)  
)

Per:   
Name: Rob Mollenhauer  
Title: Principal

Per:   
Name: President  
Title:  
I/We have the authority to bind the  
R.I.M. Management Co.


) CERTUS AUTOMOTIVE, S. de R.L. de  
) C.V.  
)  
)  
)

Per:   
Name: Rob Mollenhauer  
Title: President

Per: \_\_\_\_\_  
Name:  
Title:  
I/We have the authority to bind  
Certus Automotive, S. de R.L. de  
C.V.

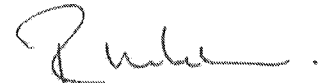
[signature page to Forbearance Agreement Second Amending Agreement - Certus Automotive Inc. et al.]

) CERTUS AUTOMOTIVE, INC.  
)  
)  
)

Per:   
Name: Rob Mollenhauer  
Title: President

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
I/We have the authority to bind  
Certus Automotive, Inc.


) CERTUS AUTOMOTIVE SHENZHEN  
) CO. LTD.  
)  
)

Per:   
Name: Rob Mollenhauer  
Title: President

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
I/We have the authority to bind  
Certus Automotive Shenzhen Co.  
Ltd.

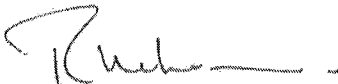
[signature page to Forbearance Agreement Second Amending Agreement – Certus Automotive Inc. et al.]

) CERTUS AUTOMOTIVE, (HK)  
) LIMITED  
)  
)  
)

) Per:   
) Name: Rob Moller  
) Title: President

) Per: \_\_\_\_\_  
) Name: \_\_\_\_\_  
) Title: \_\_\_\_\_  
) I/We have the authority to bind  
) Certus Automotive, (HK) Limited

) CERTUS AUTOMOTIVE (EUROPE)  
) GmbH  
)  
)  
)

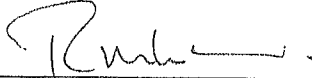
) Per:   
) Name: Rob Moller  
) Title: Managing Director

) Per: \_\_\_\_\_  
) Name: \_\_\_\_\_  
) Title: \_\_\_\_\_  
) I/We have the authority to bind  
) Certus Automotive (Europe)  
) GmbH

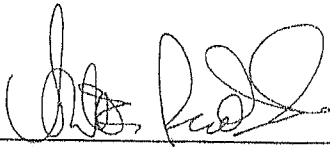
[signature page to Forbearance Agreement Second Amending Agreement - Certus Automotive Inc. et al.]



) R MOLLENHAUER HOLDINGS I  
) INC.  
)  
)  
)

) Per:   
) Name: Rob Mollenhauer  
) Title: President.  
)

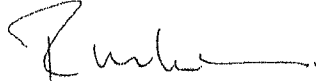
) Per: \_\_\_\_\_  
) Name: \_\_\_\_\_  
) Title: \_\_\_\_\_  
) I/We have the authority to bind R.  
) Mollenhauer Holdings I Inc.  
)



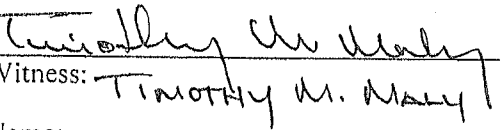
Witness: \_\_\_\_\_

Name: Hilda Reel

Address: 154 Church Ave  
North York, Ont  
M2N 4G5

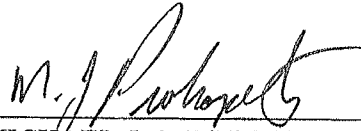


ROB MOLLENHAUER

  
Witness: \_\_\_\_\_

Name:

Address: 4198 Pavilion Ct  
Fenton, MI 48430



MICHAEL JAMES PROKOPETZ

[signature page to Forbearance Agreement Second Amending Agreement- Cerus Automotive Inc. et al.]

**SCHEDULE A**  
**COPY OF THE GRANT THORNTON LETTER AND CORRESPONDENCE BETWEEN**  
**THE BANK AND CERTUS CANADA REGARDING THE DISSOLUTION OF**  
**EUROSHARE LTD.**

See attached.



# Grant Thornton

Daniel Andersen  
Relationship Manager  
TD Commercial Banking  
20 Milverton Drive  
Mississauga, ON  
L5R 3G2

21 June 2019

**Grant Thornton (British Virgin Islands)  
Limited**  
171 Main Street  
PO Box 4259  
Road Town, Tortola  
British Virgin Islands  
T +1 284 494 6162  
F +1 284 494 3529

Dear Mr Anderson,

**Re: Euroshare Ltd Liquidation and Dissolution**

I write to advise that I was the joint liquidator of Euroshare Ltd (Euroshare), along with my colleague Marcus Wide who has since retired, and that following the completion of the liquidation Euroshare was dissolved on 23 March 2018. See attached copies of the notice of completion and certificate of dissolution.

I confirm that based on the information available to me that Euroshare had no outstanding debts or obligations and that Eurochrome Corp, as the sole shareholder of Euroshare Ltd, is entitled to any remaining assets of Euroshare.

If you have any queries please contact me on the details below.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Mark McDonald'.

Mark McDonald  
Managing Director  
Grant Thornton (British Virgin Islands) Limited

Tel : 1 284 494 6162  
Email: [mark.mcdonald@uk.gt.com](mailto:mark.mcdonald@uk.gt.com)

## NOTICE OF COMPLETION OF LIQUIDATION

**Euroshare Ltd**  
**Company Number: 1891843**  
**incorporated in the British Virgin Islands**  
**(the "Company")**

In accordance with Section 208(1) of the BVI Business Companies Act, 2004, we hereby confirm that we have completed the winding up and dissolution of the Company and we hereby request that the name of the Company be struck off the Register of Companies and that a Certificate of Dissolution be issued.

Dated this 23rd day of March 2018



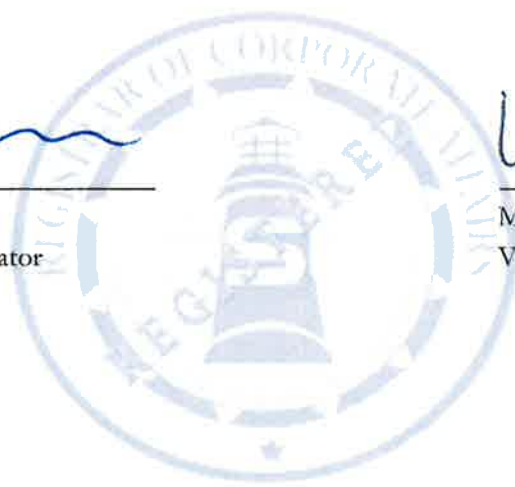
---

Mark McDonald  
Voluntary Liquidator



---

Marcus Wide  
Voluntary Liquidator





**TERRITORY OF THE BRITISH VIRGIN ISLANDS  
BVI BUSINESS COMPANIES ACT, 2004**

**CERTIFICATE OF DISSOLUTION  
(SECTION 208)**



The REGISTRAR OF CORPORATE AFFAIRS, of the British Virgin Islands HEREBY CERTIFIES that, pursuant to the BVI Business Companies Act, 2004, all the requirements of the Act in respect of dissolution having been complied with,

**Euroshare Ltd**

**BVI COMPANY NUMBER 1891843**

was dissolved on the 23rd day of March, 2018.



A handwritten signature in black ink, appearing to read "Diana Phillips", written over the printed name of the Registrar.

**for REGISTRAR OF CORPORATE AFFAIRS**  
23rd day of March, 2018

---

**From:** Megan MacKinnon <[mmackinnon@certusauto.com](mailto:mmackinnon@certusauto.com)>  
**Sent:** Tuesday, July 2, 2019 3:37 PM  
**To:** Andersen, Daniel <[Daniel.Andersen@td.com](mailto:Daniel.Andersen@td.com)>; Neal Shah <[nshah@certusauto.com](mailto:nshah@certusauto.com)>  
**Cc:** Lovinaria, Janine <[Janine.Lovinaria@td.com](mailto:Janine.Lovinaria@td.com)>; Lamothe, Jill <[Jill.Lamothe@td.com](mailto:Jill.Lamothe@td.com)>; Rob Mollenhauer <[rmoll@certusauto.com](mailto:rmoll@certusauto.com)>  
**Subject:** RE: Eurochrome/Euroshare

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 AUXQUELLES  
VOUS NE FAITES PAS CONFIANCE

Hi Dan,

I hope you are doing well and had a good long weekend.

Per your direction below, we contacted our BVI counsel and they advised us of the following:

**“We are not able to give the opinion that the bank is asking for as it largely turns on facts and event (that we cannot independently verify) as opposed to law.”**

Under their direction, we contacted Grant Thornton who completed the dissolution of Euroshare Ltd in March of 2018 and had them confirm the information you are looking for.

Please review the attached letter and let us know if there is still anything that needs to be done in order for the dividend cheque to be accepted. I am available tomorrow and Thursday to meet with you in person or via phone, and can come drop off the cheque at your earliest convenience so that it can be processed.

Thank you for your patience and assistance in resolving this matter.

Please do not hesitate to contact me if you have any questions.

*Kind regards,*

*Megan Mackinnon*



CERTUS AUTOMOTIVE INC.

510-3300 Bloor St West - West Tower

Toronto, ON M8X 2X2

416-231-0909 ex 277

---

**From:** Andersen, Daniel [<mailto:Daniel.Andersen@td.com>]  
**Sent:** Thursday, March 7, 2019 2:22 PM  
**To:** Tefik Skera; Megan MacKinnon  
**Cc:** Lovinaria, Janine; Lamothe, Jill  
**Subject:** FW: Eurochrome/Euroshare

Hi Megan and Tefik,

Our product group has reviewed, and before we can cash this cheque, we will require a written opinion from British Virgin Islands ("BVI") counsel in connection with this request. Presumably, Eurochrome had BVI counsel help with the dissolution and any transfer of assets that occurred. BVI counsel will need to provide us with an opinion that Euroshare is fully dissolved and has no outstanding debts and obligations pursuant to the dissolution, and that Eurochrome is the entitled transferee of any remaining assets of Euroshare. Unfortunately, TD Legal cannot opine on BVI law.

Thank you Megan and Tefik,

Dan

Daniel Andersen | Relationship Manager | **TD Commercial Banking**  
20 Milverton Drive | Mississauga, ON | L5R 3G2  
T: 905 890 2357 | F: 905 890 4136 | C: 416 879 3385  
E: [daniel.andersen@td.com](mailto:daniel.andersen@td.com)

Jill Lamothe | Senior Credit Analyst | **TD Commercial Banking**  
20 Milverton Drive | Mississauga, ON | L5R 3G2  
T: 905 890 4163 | F: 905 890 4136 |  
E: [jill.lamothe@td.com](mailto:jill.lamothe@td.com)

Janine Lovinaria | Customer Service Officer | **TD Commercial Banking**  
T: 905-890-4123 | F: 905-890-4136  
E: [janine.lovinaria@td.com](mailto:janine.lovinaria@td.com)

Internal

---

**From:** Megan MacKinnon <[mmackinnon@certusauto.com](mailto:mmackinnon@certusauto.com)>  
**Sent:** Monday, February 25, 2019 1:42 PM  
**To:** Tefik Skera <[tskera@certusauto.com](mailto:tskera@certusauto.com)>; Andersen, Daniel <[Daniel.Andersen@td.com](mailto:Daniel.Andersen@td.com)>  
**Cc:** Lovinaria, Janine <[Janine.Lovinaria@td.com](mailto:Janine.Lovinaria@td.com)>  
**Subject:** RE: Eurochrome/Euroshare

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 AUXQUELLES  
VOUS NE FAITES PAS CONFIANCE

Hi Dan,

I hope you are doing well.

Unfortunately what we sent you is all we have in terms of documentation. Is there a particular document you had in mind or could you provide some more information on exactly what kind of document you are looking for? If it would be easier to rely the information by phone, please don't hesitate to give me a call.

Thank you for your guidance and patience,  
Megan  
416-231-0909 ext. 277

---

**From:** Tefik Skera  
**Sent:** Friday, February 22, 2019 4:32 PM  
**To:** Andersen, Daniel  
**Cc:** Lovinaria, Janine; Megan MacKinnon  
**Subject:** RE: Eurochrome/Euroshare

Thanks Daniel,  
We will provide on Monday. Megan is off today.  
Have a great weekend.  
Tefik

---

**From:** Andersen, Daniel <[Daniel.Andersen@td.com](mailto:Daniel.Andersen@td.com)>  
**Sent:** February 22, 2019 4:17 PM  
**To:** Tefik Skera <[tskera@certusauto.com](mailto:tskera@certusauto.com)>  
**Cc:** Lovinaria, Janine <[Janine.Lovinaria@td.com](mailto:Janine.Lovinaria@td.com)>  
**Subject:** Eurochrome/Euroshare

Hi Tefik,

We received some advice from our legal department.

Do you have any further documentation on the dissolution of Euroshare Ltd. or the rollover of the assets into Eurochrome?

The share certificates provided simply evidence that Euroshare used to own assets in a Company, and now Eurochrome is the owner.

Thanks

Dan

Daniel Andersen | Relationship Manager | **TD Commercial Banking**  
20 Milverton Drive | Mississauga, ON | L5R 3G2  
T: 905 890 2357 | F: 905 890 4136 | C: 416 879 3385  
E: [daniel.andersen@td.com](mailto:daniel.andersen@td.com)

Jill Lamothe | Senior Credit Analyst | **TD Commercial Banking**  
20 Milverton Drive | Mississauga, ON | L5R 3G2  
T: 905 890 4163 | F: 905 890 4136 |  
E: [jill.lamothe@td.com](mailto:jill.lamothe@td.com)

Janine Lovinaria | Customer Service Officer | **TD Commercial Banking**

T: 905-890-4123 | F: 905-890-4136  
E: [janine.lovinaria@td.com](mailto:janine.lovinaria@td.com)

Internal

If you wish to unsubscribe from receiving commercial electronic messages from TD Bank Group, please click [here](#) or go to the following web address: [www.td.com/tdoptout](http://www.td.com/tdoptout)  
Si vous souhaitez vous désabonner des messages électroniques de nature commerciale envoyés par Groupe Banque TD veuillez cliquer [ici](#) ou vous rendre à l'adresse [www.td.com/tdesab](http://www.td.com/tdesab)

NOTICE: Confidential message which may be privileged. Unauthorized use/disclosure prohibited. If received in error, please go to [www.td.com/legal](http://www.td.com/legal) for instructions.

AVIS : Message confidentiel dont le contenu peut être privilégié. Utilisation/divulgateion interdites sans permission. Si reçu par erreur, prière d'aller au [www.td.com/francais/avis juridique](http://www.td.com/francais/avis_juridique) pour des instructions.

This e-mail (and any attachments), is confidential and may be privileged. It may be read, copied and used only by intended recipients. Unauthorized access to this e-mail (or attachments) and disclosure or copying of its contents or any action taken in reliance on it is unlawful. Unintended recipients must notify the sender immediately by e-mail/phone & delete it from their system without making any copies or disclosing it to a third person.

This e-mail (and any attachments), is confidential and may be privileged. It may be read, copied and used only by intended recipients. Unauthorized access to this e-mail (or attachments) and disclosure or copying of its contents or any action taken in reliance on it is unlawful. Unintended recipients must notify the sender immediately by e-mail/phone & delete it from their system without making any copies or disclosing it to a third person.

-----  
[EXTERNAL EMAIL / COURRIEL EXTERNE]

Please report any suspicious attachments, links, or requests for sensitive information.

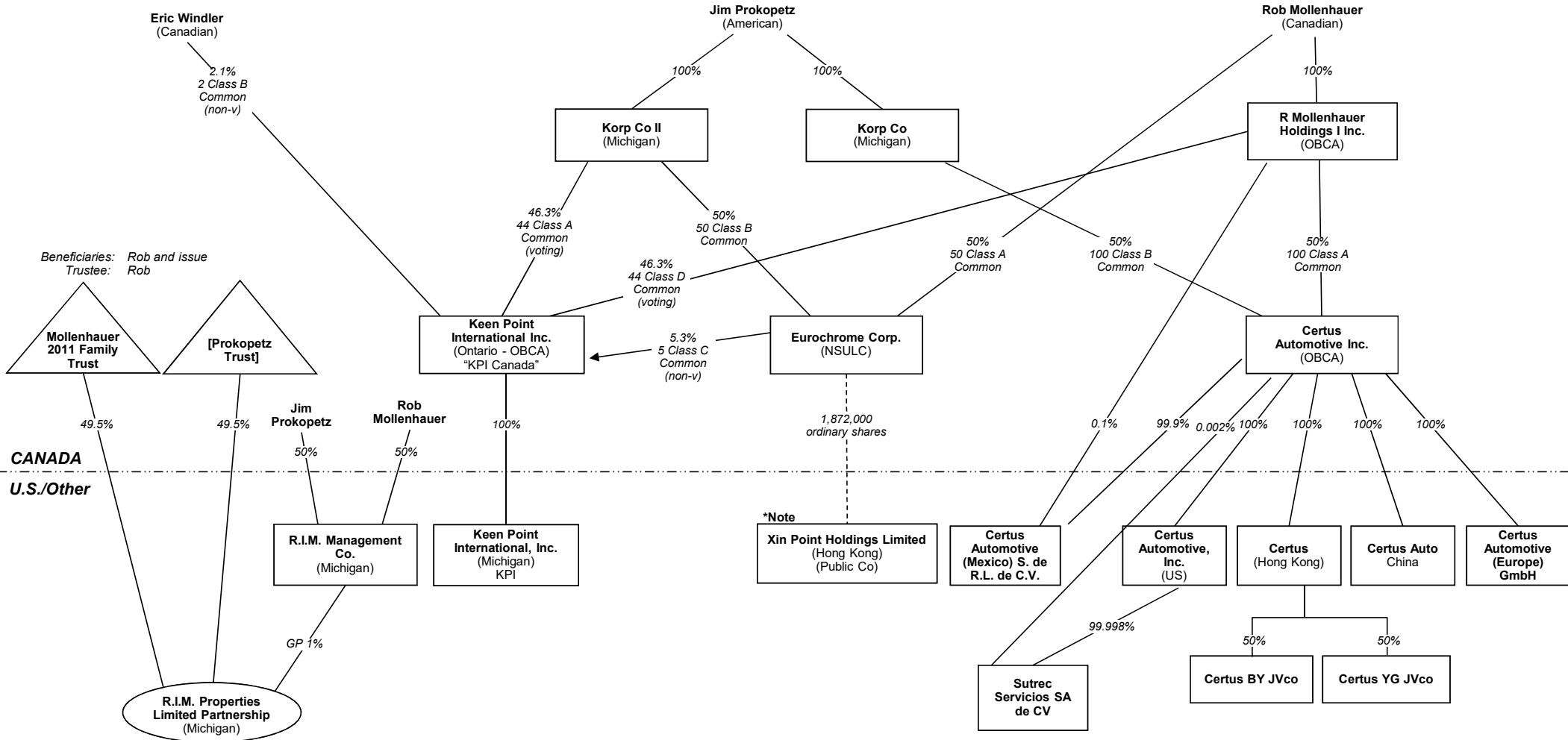
Veillez rapporter la présence de pièces jointes, de liens ou de demandes d'information sensible qui vous semblent suspectes.

-----

**SCHEDULE B**  
**SHARE OWNERSHIP STRUCTURE**

See attached.

### KPI/Certus Global Corporate Chart April 23, 2019



\*Note: Investment only. No ownership

**SCHEDULE C  
FORM OF ORDER**

See attached.



Court File No.

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

THE HONOURABLE )  
 )  
JUSTICE ) DAY OF \_\_\_\_\_, 2019

**THE TORONTO-DOMINION BANK**

Applicant

- and -

**CERTUS AUTOMOTIVE INC., KEEN POINT INTERNATIONAL INC.,  
KEEN POINT INTERNATIONAL, INC., R.I.M. MANAGEMENT CO., CERTUS  
AUTOMOTIVE, S. de R.L. de C.V., CERTUS AUTOMOTIVE, INC., CERTUS  
AUTOMOTIVE SHENZHEN CO. LTD., CERTUS AUTOMOTIVE, (HK) LIMITED,  
CERTUS AUTOMOTIVE (EUROPE) GmbH, KORP CO., KORP CO. II,  
and R. MOLLENHAUER HOLDINGS I INC.**

Respondents

**IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 243 OF THE  
BANKRUPTCY AND INSOLVENCY ACT, RSC 1985, c B-3, AS AMENDED AND  
SECTION 101 OF THE COURTS OF JUSTICE ACT, RSO 1990, c 43, AS AMENDED**

**ORDER  
(Appointing Receiver)**

THIS MOTION made by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “**CJA**”) appointing Deloitte Restructuring Inc. as receiver and manager (in such capacities, the “**Receiver**”) without security, of all of the assets, undertakings and properties of CERTUS AUTOMOTIVE INC., KEEN POINT INTERNATIONAL INC., KEEN POINT INTERNATIONAL, INC., R.I.M. MANAGEMENT CO., CERTUS AUTOMOTIVE, S. de R.L. de C.V., CERTUS AUTOMOTIVE, INC., CERTUS AUTOMOTIVE SHENZHEN CO. LTD., CERTUS

AUTOMOTIVE, (HK) LIMITED, CERTUS AUTOMOTIVE (EUROPE) GmbH, KORP CO., KORP CO. II, and R. MOLLENHAUER HOLDINGS I INC. (the collectively, the “**Debtors**” or the “**Certus Automotive Group**”) acquired for, or used in relation to a business carried on by the Debtors, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of ● sworn ● ●, 2019 and the Exhibits thereto and on hearing the submissions of counsel for Applicant and the Debtors, no one appearing although duly served as appears from the affidavit of service of ● sworn ● ●, 2019 and on reading the consent of Deloitte Restructuring Inc. to act as the Receiver,

### **SERVICE**

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

### **APPOINTMENT**

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, Deloitte Restructuring Inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtors acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (the “**Property**”).

### **RECEIVER’S POWERS**

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

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;

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

instituted with respect to the Debtors, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
  - (i) without the approval of this Court in respect of any transaction not exceeding \$ \_\_\_\_\_, provided that the aggregate consideration for all such transactions does not exceed \$ \_\_\_\_\_; and
  - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

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

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have;
- (r) to commence a foreign legal proceeding to seek the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, in the United States of America, in Mexico, in China, in Hong Kong, and in Germany, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order; and
- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

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

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

4. THIS COURT ORDERS that (i) the Debtors, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the

foregoing, collectively, being “Persons” and each being a “Person”) shall forthwith advise the Receiver of the existence of any Property in such Person’s possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver’s request.

5. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the “**Records**”) in that Person’s possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

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

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

#### **NO PROCEEDINGS AGAINST THE RECEIVER**

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

#### **NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY**

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

#### **NO EXERCISE OF RIGHTS OR REMEDIES**

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

### **NO INTERFERENCE WITH THE RECEIVER**

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

### **CONTINUATION OF SERVICES**

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

### **RECEIVER TO HOLD FUNDS**

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



**EMPLOYEES**

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

**PIPEDA**

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

**LIMITATION ON ENVIRONMENTAL LIABILITIES**

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

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

### **LIMITATION ON THE RECEIVER’S LIABILITY**

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

### **RECEIVER’S ACCOUNTS**

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

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

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

### FUNDING OF THE RECEIVERSHIP

21. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$ \_\_\_\_\_ (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the “**Receiver’s Borrowings Charge**”) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver’s Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

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

**SERVICE AND NOTICE**

25. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the “**Protocol**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: ●

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

**GENERAL**

27. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

28. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.

29. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, in the United States of America, in Mexico, in China, in Hong Kong, and in Germany, to give effect to this Order and to assist the

Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

30. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

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

32. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

---

**SCHEDULE "A"**

**RECEIVER CERTIFICATE**

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

1. THIS IS TO CERTIFY that Deloitte Restructuring Inc., the receiver (the "**Receiver**") of the assets, undertakings and properties [DEBTORS' NAME(S)] acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the \_\_\_ day of \_\_\_\_\_, 2019 (the "**Order**") made in an action having Court file number \_\_\_-CL-\_\_\_\_\_, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ \_\_\_\_\_, being part of the total principal sum of \$ \_\_\_\_\_ which the Receiver is authorized to borrow under and pursuant to the Order.

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

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

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Deloitte Restructuring Inc., solely in its capacity  
as Receiver of the Property, and not in its  
personal capacity

Per: \_\_\_\_\_

Name:

Title:

## SCHEDULE D CURRENT INDEBTEDNESS

Statement of Indebtedness As at: July 31, 2019								
<b>Borrower:</b>		<b>Certus Automotive Inc.</b>						
Facility Type	Loan Number	Currency	Principal	Interest	Fees / Costs	Total	Per Diem	Rate Per Annum
Operating Loan <sup>(1)</sup>	7312182-1728	USD	\$17,038,781.44	\$104,957.38	\$0.00	\$17,143,738.82	n/a	US Base Rate <sup>(2)</sup> + 1.50%
Term Loan	9233741-08-1728	CAD	\$1,861,893.75	\$15,402.71	\$0.00	\$1,877,296.46	\$252.50	Prime Rate <sup>(3)</sup> + 1.00%
Term Loan	9233741-10-1728	CAD	\$886,009.00	\$7,449.76	\$0.00	\$893,458.76	\$120.16	Prime Rate <sup>(3)</sup> + 1.00%
Term Loan	9233741-11-1728	CAD	\$1,392,772.80	\$11,521.86	\$0.00	\$1,404,294.66	\$188.88	Prime Rate <sup>(3)</sup> + 1.00%
Term Loan	9233741-15-1728	CAD	\$1,127,751.24	\$10,858.85	\$0.00	\$1,138,610.09	\$152.94	Prime Rate <sup>(3)</sup> + 1.00%
Term Loan	9233741-16-1728	CAD	\$1,310,606.89	\$12,619.52	\$0.00	\$1,323,226.41	\$177.74	Prime Rate <sup>(3)</sup> + 1.00%
Forbearance Fee <sup>(4)</sup>	n/a	CAD	\$0.00	\$0.00	\$50,000.00	\$50,000.00	n/a	n/a
Setup Fee <sup>(5)</sup>	n/a	CAD	\$0.00	\$0.00	\$50,000.00	\$50,000.00	n/a	n/a
Deloitte <sup>(6)</sup>	n/a	CAD	\$0.00	\$0.00	\$35,000.00	\$35,000.00	n/a	n/a
Miller Thomson LLP <sup>(7)</sup>	n/a	CAD	\$0.00	\$0.00	\$305,802.14	\$305,802.14	n/a	n/a
Diaz Igareda <sup>(8)</sup>	n/a	USD	\$0.00	\$0.00	\$4,640.00	\$4,640.00	n/a	n/a
<b>Total (CAD)</b>			<b>\$6,579,033.68</b>	<b>\$57,852.70</b>	<b>\$440,802.14</b>	<b>\$7,077,688.52</b>	<b>\$892.22</b>	
<b>Total (USD)</b>			<b>\$17,038,781.44</b>	<b>\$104,957.38</b>	<b>\$4,640.00</b>	<b>\$17,148,378.82</b>	<b>\$0.00</b>	
<b>Total (USD Equivalent) <sup>(9)</sup></b>			<b>\$22,062,670.32</b>	<b>\$149,134.92</b>	<b>\$341,245.81</b>	<b>\$22,553,051.05</b>	<b>\$681.32</b>	

(1) Operating Loan balance as at Jul 30/19; subject to change as the account fluctuates daily

(2) TD US Dollar Base Rate = 6.00%

(3) TD Prime Rate = 3.95%

(4) As per Forbearance Agreement dated Mar 21/19

(5) As per Expression of Interest dated May 22/19

(6) Deloitte's WIP is CDN\$35,000 up to

Jul 26/19

(7) Invoices from Nov 1/18 to Jul 15/19 total CDN\$266,705.27 + WIP of CDN\$39,096.87 for Jul/19

(8) Invoice dated Jul 15/19 for legal work on behalf of the Bank related to the FGI refinancing

(9) USD/CAD Rate of 1.309550 as at Jun 30/19



**SCHEDULE E  
FINANCIAL FORECASTS**

See attached.

**CONSOLIDATED CASH FLOW WITHOUT CHINA**  
23-Jul-19

7/31/2019 15:59	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	V
	19-Jul-2019	26-Jul-2019	2-Aug-2019	9-Aug-2019	16-Aug-2019	23-Aug-2019	30-Aug-2019	6-Sep-2019	13-Sep-2019	20-Sep-2019	27-Sep-2019	4-Oct-2019	11-Oct-2019	TOTAL
<b>1. CASH ON HAND</b> [Beginning of month]	(15,786,839)	(16,348,713)	(16,868,275)	(16,425,935)	(16,643,051)	(17,158,204)	(17,536,021)	(17,452,185)	(17,460,741)	(17,587,536)	(17,397,305)	(16,951,349)	(17,400,325)	
<b>2. CASH RECEIPTS</b>														
(b) Collections from Credit Accounts (AR) - KPI	236,969	324,031	346,336	324,025	349,855	246,463	197,268	350,222	235,558	402,346	316,987	278,850	280,654	3,889,564
(b) Collections from Credit Accounts (AR)-KPI - Tooling	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(b) Collections from Credit Accounts (AR) - CERTUS	530,698	584,261	1,111,364	604,839	625,772	780,797	881,602	747,076	687,005	939,054	1,148,580	885,157	570,223	10,096,428
(b) Collections from Credit Accounts (AR) - CERTUS - Tooling	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(b) Collections from Credit Accounts (AR) - EUROPE	342,237	236,642	205,727	301,467	219,183	167,035	179,780	370,470	291,082	214,501	214,501	234,451	214,501	3,191,576
(b) Collections from Credit Accounts (AR) - CAM - Tooling	-	-	-	-	-	-	142,700	-	-	125,979	-	-	-	268,679
(b) Collections from Credit Accounts (AR) - CAM	310,983	387,901	253,798	322,409	285,251	309,061	559,771	279,949	243,416	185,762	516,296	350,927	394,735	4,400,258
(b) Collections from Credit Accounts (AR) - CAI CHINA	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(bb) Interco Transfer	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(c) Loan or Other Cash Injection: VAT	-	79,896	156,248	-	73,906	105,458	196,720	-	-	125,000	48,301	-	125,000	910,529
<b>3. TOTAL CASH RECEIPTS</b> [2a + 2b + 2c=3]	1,420,887	1,612,731	2,073,472	1,552,740	1,553,967	1,608,814	2,157,841	1,747,717	1,457,061	1,992,642	2,244,664	1,749,385	1,585,113	22,757,034
<b>4. TOTAL CASH AVAILABLE</b> [Before cash out] (1 + 3)	(14,365,952)	(14,735,982)	(14,794,803)	(14,873,195)	(15,089,084)	(15,549,390)	(15,378,180)	(15,704,468)	(16,003,680)	(15,594,894)	(15,152,641)	(15,201,965)	(15,815,212)	
<b>5. CASH PAID OUT</b>														
Purchases (Parts, Tooling, prototype parts)														
(a) Purchases - KPI	458,462	207,759	33,775	254,392	171,486	241,080	165,340	179,432	185,779	240,525	192,966	214,613	209,497	2,755,106
(ab) Purchases - CERTUS	656,976	295,979	322,078	273,232	266,174	264,826	326,091	134,547	76,497	261,449	330,188	234,772	133,228	3,576,037
(ac) Purchases - CERTUS GMBH	-	323,221	160,665	120,024	220,543	110,844	162,865	169,100	229,047	163,155	167,715	198,868	160,875	2,186,923
(ad) Purchases - CERTUS CAM/CAI	65,910	206,469	161,691	84,968	242,584	333,046	161,357	121,067	110,325	190,032	192,032	218,599	218,599	2,306,679
(ad) Purchases - CERTUS - CAM	200,000	150,000	125,000	150,000	150,000	150,000	250,000	250,000	200,000	150,000	150,000	150,000	150,000	2,225,000
(ae) Purchases - CERTUS CHINA	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(b) Gross Wages (excludes withdrawals)	309,812	298,029	142,210	280,610	216,707	272,972	154,541	286,115	239,331	347,312	156,330	288,747	239,331	3,232,046
(c) Payroll Expenses (Taxes, etc.)	9,154	-	24,900	-	7,500	9,154	24,900	-	9,154	24,900	-	9,154	24,900	117,161
(d) Outside Services ( Mainly Sutrac Payments to Caf�/Tpt)	-	18,407	26,150	17,601	23,172	25,809	19,456	20,561	24,967	19,193	20,298	20,561	24,967	261,142
(e) Supplies (Office and operating)	-	3,625	11,490	4,625	4,625	6,490	4,625	6,490	4,625	4,625	6,490	4,625	6,490	68,825
(g) Tooling cash out - CAM	-	-	-	9,500	2,205	-	-	-	-	-	-	-	-	-
(g) Auto Lease	-	-	-	9,500	2,205	-	-	-	-	-	-	-	-	-
(h) Travel	-	-	5,700	27,500	-	-	-	33,200	-	-	-	33,200	-	99,600
(i) Accounting and Legal	-	5,920	17,656	20,770	13,070	42,016	8,752	8,752	23,752	8,752	3,070	3,070	3,070	158,649
(j) Rent	-	37,021	2,966	-	104,293	22,590	15,800	2,966	104,293	-	37,890	2,966	104,293	434,578
(k) Telephone	2,889	-	1,425	-	-	3,500	-	1,425	-	-	-	1,425	-	14,164
(l) Utilities-cam	-	18,727	-	132,745	43,358	-	-	154,648	-	50,726	-	154,648	50,726	605,578
(m) Insurance	-	4,430	9,511	5,995	1,756	26,830	16,500	-	1,756	-	26,830	-	1,756	95,364
(n) Taxes (Duties,VAT, Corp Taxes etc.)	32,000	47,500	25,668	17,500	47,464	17,500	22,700	17,500	51,960	17,500	142,500	22,700	30,610	493,102
(p) Other Expenses - Travel	-	-	6,000	6,000	6,000	14,586	6,000	-	-	14,586	-	-	-	53,173
Freight/Warehouse/Custom Duty	62,966	181,863	152,073	129,953	210,277	128,184	122,361	118,440	130,842	171,652	130,685	135,947	125,194	1,800,437
Expedited Freight	-	3,375	3,375	29,525	51,375	3,375	3,375	3,375	3,375	3,375	3,375	3,375	3,375	114,650
Quality Charges	-	31,763	36,373	18,071	18,071	18,071	17,755	17,755	17,755	17,755	18,895	20,375	20,375	273,329
(q) Miscellaneous -	80,232	67,237	67,237	570	88,147	570	570	67,237	570	88,109	570	67,237	570	528,855
<b>(r) Subtotal</b>	1,869,247	1,910,478	1,311,041	1,608,482	1,926,028	1,689,791	1,611,771	1,627,009	1,461,304	1,705,522	1,640,176	1,810,127	1,532,665	21,703,640
(s) Loan Principal Payment	16,730	-	71,323	-	16,730	-	214,180	7,075	20,307	-	71,323	142,857	7,075	574,675
(ss) Interest on Term Loan/Credit Line/Cap. Lease	11,400	28,304	121,979	19,301	-	19,056	121,979	-	-	-	-	152,435	-	474,453
<b>(t) Capital Purchases</b>	39,021	186,767	85,274	62,832	72,272	46,443	58,499	45,295	58,609	44,995	48,572	54,305	30,834	833,718
(tt) Outstanding Cheques	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(u)Refinancing Expenses	46,364	6,745	41,515	72,167	54,091	231,342	67,576	76,894	43,636	51,894	38,636	38,636	-	769,496
(v) Others	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>6. TOTAL CASH PAID OUT</b> [Total 5a thru 5w]	1,982,761	2,132,293	1,631,133	1,769,856	2,069,120	1,986,631	2,074,005	1,756,273	1,583,856	1,802,411	1,798,708	2,198,361	1,570,574	24,355,982
<b>NET CASH FOR THE WEEK</b>	(561,874)	(519,562)	442,340	(217,116)	(515,153)	(377,817)	83,837	(8,556)	(126,795)	190,230	445,956	(448,976)	14,538	(1,598,948)
<b>7. CASH POSITION</b> [End of month] (4 minus 6)	(16,348,713)	(16,868,275)	(16,425,935)	(16,643,051)	(17,158,204)	(17,536,021)	(17,452,185)	(17,460,741)	(17,587,536)	(17,397,305)	(16,951,349)	(17,400,325)	(17,385,787)	
Borrowing Base	17,600,000	17,600,000	17,600,000	17,600,000	17,600,000	17,600,000	17,600,000	17,600,000	17,600,000	17,600,000	17,600,000	17,600,000	17,600,000	
Availability	1,251,287	731,725	1,174,065	956,949	441,796	63,979	147,815	139,259	12,464	202,695	648,651	199,675	214,213	
Min Cash Required for CAM, CAE and CAI CH*	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	
Cash Position For Toronto LOC	(16,648,713)	(17,168,275)	(16,725,935)	(16,943,051)	(17,458,204)	(17,836,021)	(17,752,185)	(17,760,741)	(17,887,536)	(17,697,305)	(17,251,349)	(17,700,325)	(17,685,787)	

## **SCHEDULE F WIND-DOWN PLAN**

Subject to Section 22 and 23, each member of the Certus Automotive Group, Rob and Jim will cause all of the items in this Schedule F to be provided to the Bank and the Bank's Advisor . Subject to Section 22 and 23, it will be an Event of Default under the terms of the Agreement if the Bank's Advisor identifies any lack of cooperation or diligence concerning the preparation and/or delivery of any of any of the items provided for in this Schedule F at any time during the Forbearance Period – notwithstanding that the item(s) in question may not be due, in their final form, until a subsequent date as identified below in this Schedule F.

### **I. WIND-DOWN PLAN**

In connection with the Wind-Down Plan, each member of the Certus Automotive Group, Rob and Jim each agree to provide the following material to the Bank's Advisor (on a consolidated basis, unless specifically identified as being on an entity by entity basis):

1. Monthly Balance Sheet and P&L for each entity up to June 2019;
2. Updated FY2019 and Variance analysis; FY2020 forecasts for each entity
3. CAPEX – committed and forecast for FY2020;
4. Updated listing of platforms and customer for each entity; Pending PPAP approvals for each entity; Mold inventory for each entity;
5. Supplier payables by platform (with the exception of Mexico, which cannot be by platform);
6. Detailed current FTQ Downtime Report;
7. HST statements of accounts for all accounts as at the last report, including proof of payment or receipt of payment;
8. Payroll summary from the payroll provider, for each entity and CRA source deductions statements of account for each entity.
9. Certus Automotive Group will also work with the Bank's Advisor to design a comprehensive data room with respect to each entity within the Certus Automotive Group.

### **II. ADDITIONAL MATTERS**

10. In connection with the immediate cash flow requirements of the Certus Automotive Group, the Certus Automotive Group will provide:
  - (a) all supplier and payroll information
  - (b) updated Bank borrowing base calculations

The completed information contemplated in this section 10 will be provided by no later than the 9<sup>th</sup> day of August, 2019

11. In connection with the most recent financial statements of the Certus Automotive Group, the Certus Automotive Group will provide:
  - (a) updated (i) Accounts receivable (ii) accounts payable and (iii) inventory listings
  - (b) updated Fiscal Year 2020 Forecast, organized by entity (including first quarter actual results and forecasts)

The completed information contemplated in this section 11 will be provided by no later than the 16<sup>th</sup> day of August, 2019

12. In connection with the Duff and Phelps sales process with respect to the Certus Automotive Group:
  - (a) an update as to the status of this process
  - (b) an update as to the prospects identified in this process
  - (c) an update as to the status of the data room with respect to this process

The information contemplated in this section 12 will be provided by no later than the 30<sup>th</sup> day of August, 2019

13. The Certus Automotive Group will meet with the Bank's Advisor by no later than the 30<sup>th</sup> day of August, 2019 to discuss the possibility of identifying and engaging a Chief Restructuring Officer of the Certus Automotive Group.

**This is Exhibit "K" referred to in the affidavit  
of JEFFREY SWAN, SWORN BEFORE ME  
6/18/2021  
this \_\_\_\_\_.**

DocuSigned by:

*Asim Iqbal*

\_\_\_\_\_  
A COMMISSIONER FOR TAKING AFFIDAVITS

**FORBEARANCE AGREEMENT  
THIRD AMENDING AGREEMENT**

**THIS AGREEMENT** is made this 15 day of November, 2019.

**AMONG:**

**THE TORONTO-DOMINION BANK**

(hereinafter sometimes called the “**Bank**”)

OF THE FIRST PART

- and -

**CERTUS AUTOMOTIVE INC.**, a company incorporated under  
the laws of Ontario

(hereinafter sometimes called “**Certus Canada**”)

OF THE SECOND PART

- and -

**KEEN POINT INTERNATIONAL INC.**, a company  
incorporated under the laws of Ontario

(hereinafter sometimes called “**KPI Canada**”)

OF THE THIRD PART

- and -

**KEEN POINT INTERNATIONAL, INC.**, a company  
incorporated under the laws of Michigan

(hereinafter sometimes called “**KPI Michigan**”)

OF THE FOURTH PART

- and -

**R.I.M. MANAGEMENT CO.**, a company incorporated under the  
laws of Michigan

(hereinafter sometimes called “**RIM**”)

OF THE FIFTH PART

- and -

**CERTUS AUTOMOTIVE, S. de R.L. de C.V.**, a company  
incorporated under the laws of Mexico

(hereinafter sometimes called “**Certus Mexico**”)

OF THE SIXTH PART

- and -

**CERTUS AUTOMOTIVE, INC.**, a company incorporated under  
the laws of Michigan

(hereinafter sometimes called “**Certus US**”)

OF THE SEVENTH PART

- and -

**CERTUS AUTOMOTIVE SHENZHEN CO. LTD.**, a company  
incorporated under the laws of China

(hereinafter sometimes called “**Certus China**”)

OF THE EIGHTH PART

- and -

**CERTUS AUTOMOTIVE, (HK) LIMITED**, a  
company incorporated under the Laws of Hong Kong

(hereinafter sometimes called “**Certus Hong Kong**”)

OF THE NINTH PART

- and -

**CERTUS AUTOMOTIVE (EUROPE) GmbH**, a company  
incorporated under the laws of Germany

(hereinafter sometimes called “**Certus Europe**”)

OF THE TENTH PART

- and -

**KORP CO.**, a company incorporated under the laws of Michigan

- 3 -

(hereinafter sometimes called “**KC**”)

OF THE ELEVENTH PART

- and -

**KORP CO. II**, a company incorporated under the laws of Michigan

(hereinafter sometimes called “**KCII**”)

OF THE TWELFTH PART

- and -

**R MOLLENHAUER HOLDINGS I INC.**, a company incorporated under the laws of Ontario

(hereinafter sometimes called “**RMH Inc.**” and together with Certus Europe, Certus Canada, KPI Canada, KPI Michigan, RIM, Certus Mexico, Certus US, Certus China, Certus Hong Kong, KC and KCII are sometimes referred to collectively as the “**Certus Automotive Group**” and individually as members of the Certus Automotive Group)

OF THE THIRTEENTH PART

- and -

**ROB MOLLENHAUER**, of the City of Toronto, Ontario

(hereinafter sometimes called “**Rob**”)

OF THE FOURTEENTH PART

- and -

**MICHAEL JAMES PROKOPETZ**, of the City of Clarkston, Michigan

(hereinafter sometimes called “**Jim**”)

OF THE FIFTEENTH PART

WHEREAS:

- A. By a Forbearance Agreement dated March 21, 2019 (the “**Original Forbearance Agreement**”) as amended by an Amending Agreement dated April 2, 2019 (the “**First**”



**Amending Agreement**") and an Amending Agreement dated August 1, 2019 (the "**Second Amending Agreement**") (such Original Forbearance Agreement, as amended by the First Amending Agreement and the Second Amending Agreement, and as may be further amended, restated, supplemented from time to time (including pursuant to this Amending Agreement, as defined in Recital C below), collectively, the "**Forbearance Agreement**"), the Bank, each member of the Certus Automotive Group, Rob and Jim, agreed to a forbearance arrangement, the terms and conditions of which are set out in the Forbearance Agreement.

- B. The Bank, each member of the Certus Automotive Group, Rob and Jim each hereby agree and acknowledge that going forward the Forbearance Agreement shall be referred to as and called either the "**Agreement**" or the "**Forbearance Agreement**".
- C. The Bank, each member of the Certus Automotive Group, Rob and Jim, are desirous of further amending the Forbearance Agreement and have agreed to enter into this Third Amending Agreement (the "**Amending Agreement**").
- D. The Certus Automotive Group failed to provide the Bank with a signed binding FGI Commitment Letter on or before August 13, 2019 as contemplated in the Forbearance Agreement, which constitutes an Event of Default and a breach under the Forbearance Agreement ("**Breach #1**").
- E. The Certus Automotive Group failed to complete the FGI Loan Arrangement on or before the FGI Closing Date, which constitutes an Event of Default and a further breach under the Forbearance Agreement ("**Breach #2**").
- F. The Certus Automotive Group did not make the FGI Repayment on the FGI Closing Date, which constitutes an Event of Default and a further breach under the Forbearance Agreement ("**Breach #3**").
- G. As a result of not completing the FGI Loan Arrangement on the FGI Closing Date, Certus Automotive Group did not begin to repay the Remaining Obligations in accordance with the Term Sheet (as such term is defined in the Second Amending Agreement), which constitutes an Event of Default and a further breach under the Forbearance Agreement ("**Breach #4**", and together with Breach #1, Breach #2 and Breach #3, the "**Breaches**").
- H. The Bank is in a position to enforce the Existing Security and the Additional Security and pursue all rights and remedies it may have in connection with respect to each of the members of the Certus Automotive Group, as it deems appropriate, including without limitation, by way of the appointment of a receiver and manager.
- I. In accordance with the Forbearance Agreement each of the Certus Automotive Group, Rob and Jim jointly and severally agreed, among other things, that the Bank's Advisor shall prepare the Wind-Down Plan.
- J. Notwithstanding Recital I above, pursuant to Section 22 of the Second Amending Agreement, the Wind-Down Plan would only be held in abeyance during the period when the FGI Loan Arrangements are being pursued in accordance with the terms of the Forbearance Agreement, provided that:

- (a) the FGI Loan Arrangements is completed in accordance with the FGI Commitment Letter on or before the FGI Closing Date (or such other date agreed to by the Bank in its sole discretion); and
  - (b) an Event of Default (unless waived by the Bank) has not occurred that is continuing.
- K. The FGI Loan Arrangements was not completed in accordance with the FGI Commitment Letter on or before the FGI Closing Date and the Breaches constitute Events of Default. Accordingly, each of the Certus Automotive Group, Rob and Jim jointly and severally agree that the Bank is entitled to exercise its right under the Forbearance Agreement to have the Bank's Advisor prepare the Wind-Down Plan.
- L. On October 2, 2019, Rob Mollenhauer of the Certus Automotive Group wrote to the Bank and advised that the Banco Mexico waiver has been obtained and suggested an early November 2019 closing date for the FGI Loan Arrangement, stating, in part, as follows:

**From:** Rob Mollenhauer <[rmoll@certusauto.com](mailto:rmoll@certusauto.com)>  
**Sent:** Wednesday, October 2, 2019 11:18 AM  
**To:** 'Swan, Jeffrey ([jeff.swan@td.com](mailto:jeff.swan@td.com))' <[jeff.swan@td.com](mailto:jeff.swan@td.com)>; Tessa Payne <[tbitner@fgiww.com](mailto:tbitner@fgiww.com)>  
**Cc:** Phongsivorabout, Richard <[Richard.Phongsivorabout@td.com](mailto:Richard.Phongsivorabout@td.com)>; Neal Shah <[nshah@certusauto.com](mailto:nshah@certusauto.com)>  
**Subject:** Proposed Refinancing Date

Hi Jeff and Tessa,

Now that we have the Bancomext waiver, I would like to get a target closing date for our refinancing. Tessa has confirmed that we will be able to get their field work completed and their internal approvals by early November so I suggest a closing date of 11/18 or 19. Does this date work for both parties?

- M. Each of the members of the Certus Automotive Group has confirmed to the Bank that FGI is prepared to complete the FGI Loan Arrangement and in connection therewith complete the FGI Repayment and the operating credit facility with the Bank as well as the 2019 Temporary Bulge Facility will be permanently terminated. In particular, the Certus Automotive Group shall obtain and deliver to the Bank a binding FGI commitment letter, to the satisfaction of the Bank, by no later than November 14, 2019, which sets out the terms and conditions in connection with the FGI Loan Arrangement. In accordance with such FGI commitment letter, the FGI Loan Arrangement is anticipated to close on or before November 15, 2019 (the "**New FGI Closing Date**"). For greater certainty, it is expressly confirmed and agreed by each of the members of the Certus Automotive Group that, without limitation, on the closing of this new FGI transaction the operating credit facility with the Bank will be permanently terminated.
- N. Provided that:

- (a) the FGI Repayment is made by no later than the New FGI Closing Date (or such other date agreed to by the Bank in its sole discretion), such that the Remaining Obligations of the Certus Automotive Group to the Bank will not be more than US\$15,000,000 (or its CDN\$ equivalent) in the aggregate; and
- (b) EDC has confirmed to the Bank that it guarantees the Remaining Obligations of the Certus Automotive, Rob and Jim to the Bank up to an amount of no less than CDN\$10,000,000 (or its US\$ equivalent), on terms satisfactory to the Bank,

then, notwithstanding Section 16 of the Original Forbearance Agreement, the Bank is prepared to allow the Certus Automotive Group, Rob and Jim to repay the balance of the Remaining Obligations over twelve months from the date of drawdown (the “**Repayment Expiry Date**”) (amortized over one hundred and twenty (120) months from the date of drawdown) in accordance with the Term Sheet and an amending letter agreement executed in connection therewith (the “**Amending Letter Agreement**”), subject to the balance of the terms of the Forbearance Agreement (which includes this Amending Agreement in accordance with Recital A and Section 4), including acceleration of the Obligations (which includes, for greater certainty, the Remaining Obligations) in an Event of Default.

- O. The Certus Automotive Group has prepared or shall prepare financial forecasts for the period from the week of November 1, 2019 through to the week of March 31, 2021, a copy of which forecasts shall be attached hereto as Schedule A (the “**Financial Forecasts**”) within five (5) business days of the execution of this Amending Agreement. Among other things, the Financial Forecasts shall include the following:
  - (a) the closing of the FGI Loan Arrangement on the New FGI Closing Date; and
  - (b) the FGI Repayment is made to the Bank by no later than the New FGI Closing Date (or such other date agreed to by the Bank as evidenced in writing), such that the only Obligations of the Certus Automotive Group to the Bank are the Remaining Obligations.
- P. The Certus Automotive Group, Rob and Jim have each requested that the Bank forbear from exercising its Enforcement Rights.
- Q. The Certus Automotive Group, Rob and Jim, as applicable, have each agreed to observe all of the provisions of this Agreement.
- R. The Certus Automotive Group, Rob and Jim have requested, and the Bank hereby agrees, subject to the terms and conditions herein, to: (i) tolerate the Breaches; (ii) tolerate the failure of the Certus Automotive Group to complete the FGI Loan Arrangement and FGI Repayment transaction; (iii) refrain from pursuing any of its remedies available under the Forbearance Agreement or elsewhere, including its rights in respect to the Wind-Down Plan; and (iv) to amend and supplement certain provisions of the Forbearance Agreement.

**NOW THEREFORE**, this Agreement witnesses that in consideration of the mutual promises, covenants and agreements contained in the Forbearance Agreement and herein contained, and the sum of \$10.00 and other good valuable consideration the receipt and sufficiency of which are hereby acknowledged by each of the parties, the parties hereto agree each as follows:

#### **AGREEMENTS, COVENANTS, REPRESENTATIONS AND WARRANTIES**

1. Each of the capitalized terms used in this Amending Agreement, except where specifically otherwise defined in this Amending Agreement, shall have the same meaning as set out in the Forbearance Agreement.
2. All facts as set out in the recitals to this Amending Agreement are true and accurate in all respects, including for greater certainty the facts regarding the Breaches, and the parties hereto acknowledge that the recitals form an integral part of this Amending Agreement.
3. All terms and conditions and all recitals, covenants, representations, warranties, releases and undertakings provided for in the Forbearance Agreement are hereby affirmed, confirmed and agreed to, with effect as of the date of this Amending Agreement, save only to the extent, if any, to which the provisions of the Forbearance Agreement are amended or supplemented by the provisions of this Amending Agreement and provided that in the event of any express conflict between the provisions of this Amending Agreement and the provisions of the Forbearance Agreement, the provisions of this Amending Agreement shall govern to the extent necessary only to resolve such conflict. The expression "herein" and similar expressions used in this Amending Agreement shall mean the Forbearance Agreement as amended and supplemented by this Amending Agreement. References in the Forbearance Agreement to "this Agreement" and similar expressions shall mean the Forbearance Agreement as amended and supplemented by this Amending Agreement.
4. Nothing contained in this Amending Agreement shall have the effect of changing the nature of any of the Obligations from the Certus Automotive Group or the obligations of Rob and Jim in connection with their respective Existing Security, Additional Security and Existing Guarantees and Additional Guarantees nor of obligating the Bank to extend the Forbearance Period other than as expressly provided for herein.
5. None of the Certus Automotive Group, Rob or Jim dispute their respective liability to repay the Obligations, including the Loans and/or the amounts they have guaranteed, on any basis whatsoever and each member of Certus Automotive Group, Rob and Jim jointly and severally acknowledge and agree that:
  - (a) they have no claims for set-off, counterclaim or damages on any basis whatsoever against the Bank or any of its directors, officers, employees, representative or agents; and
  - (b) for value received waive any argument or defence that the failure of the Bank to take immediate steps to demand payment of its Loans, or to take any steps to exercise its rights as a result of the Breach constitutes a

waiver of any rights the Bank may have arising out of the Breach or any breach of the same covenant at any other time.

6. The Bank hereby expressly reserves all rights and remedies to which it is entitled under the Forbearance Agreement and at law, including, for greater certainty, its rights in respect to the Wind-Down Plan.
7. Recital S of the Original Forbearance Agreement shall be amended by replacing the date of “October 31, 2019” with the date of “November 15, 2019”.
8. Recital V of the Original Forbearance Agreement shall be amended by replacing the date of “October 31, 2019” with the date of “November 15, 2019”.
9. Section 16 of the Original Forbearance Agreement shall be amended by replacing the date of “1<sup>st</sup> of May 2019” with the date of “15<sup>th</sup> of November 2019”.
10. Provided that there has been no Event of Default (other than the Breaches), then the Bank agrees to enter into discussions with the Borrowers to consider suitable terms and conditions for loan arrangements beyond the expiry of the Forbearance Period, including the consideration of the conditions as to additional equity and/or security for the Obligations, provided that nothing whatsoever in this Section 10 shall be construed as an obligation or a commitment on the part of the Bank to enter into any such arrangements.
11. Each of the Certus Automotive Group, Rob and Jim jointly and severally agree that, other than as expressly provided herein, the execution of the Amending Letter Agreement shall not in any way: a) alter the terms of the Forbearance Agreement; b) change the nature of any of the Obligations from the Certus Automotive Group; c) change the obligations of Rob and Jim in connection with their respective Existing Security, Additional Security and Existing Guarantees and Additional Guarantees; or d) obligate the Bank to extend the Forbearance Period other than as expressly provided for herein.
12. Each of the members of the Certus Automotive Group shall carry out their business in compliance with the Financial Forecasts.
13. As of the date of this Amending Agreement, the aggregate principal amount of the Borrowers’ Obligations to the Bank are the amounts as set out in Schedule B hereto, and such amounts remain due and owing in full to the Bank.
14. As consideration for the Bank entering into this Amending Agreement, each member of the Certus Automotive Group jointly and severally agrees to pay to the Bank an amendment fee in the aggregate amount of CDN\$100,000, which fee is fully earned at the time of execution of this Amending Agreement and such fee, for greater certainty, is included in Schedule A hereto. Such fee will be paid in equal consecutive instalments over an eight (8) week period payable on the first business day of each week, and the first such instalment shall commence on the earlier of: a) the first business day of the week immediately following the New FGI Closing Date; and b) the first business day of the week immediately following the date that the FGI Loan Arrangement is either placed on hold or terminated.

15. Each member of the Certus Automotive Group, Rob and Jim jointly and severally covenant and agree with the Bank that they will continue to adhere to the provisions of the Forbearance Agreement, as applicable.
16. Each member of the Certus Automotive Group, Rob and Jim jointly and severally covenant and agree to promptly provide, as determined by the Bank in its sole discretion, acting reasonably, to the Bank and its Advisor all information pertaining to the business of the Certus Automotive Group, the Existing Security, the Additional Security, the Existing Guarantees and Additional Guarantees, or any additional information related thereto as the Bank or its Advisor may reasonably request from time to time.
17. Each member of the Certus Automotive Group, Rob and Jim jointly and severally covenant and agree that they will promptly respond to all reasonable requests for information concerning each member of the Certus Automotive Group from the Bank's Advisor.
18. Notwithstanding anything stated herein or in the Forbearance Agreement, as amended from time to time, the Wind-Down Plan shall be held in abeyance during the period when the FGI Loan Arrangements are being pursued in accordance with the terms hereof provided that:
  - (a) the FGI Loan Arrangements is completed in accordance with the FGI Commitment Letter on or before the New FGI Closing Date (or such other date agreed to by the Bank in its sole discretion); and
  - (b) an Event of Default (unless waived by the Bank) has not occurred that is continuing.

#### PAYMENT OF LEGAL FEES

19. It is acknowledged by the parties hereto that as of the date hereof the Certus Automotive Group has paid the following invoices of the Bank's legal fees and expenses (the "**Paid Legal Invoices**") incurred:

Invoice	Invoice Date	Total Amount Owing	Total Amount Paid
3263746	November 30, 2018	\$18,484.54	\$18,484.54
3283408	December 31, 2018	\$35,420.98	\$35,420.98
3295830	January 31, 2019	\$25,937.74	\$25,937.74
3306907	February 28, 2019	\$59,234.60	\$59,234.60
3319801	March 31, 2019	\$34,150.04	\$34,150.04
3342142	May 31, 2019	\$29,751.77	\$29,751.77

20. Each of the members of the Certus Automotive Group, Rob and Jim jointly and severally acknowledges and agrees that it has received and reviewed copies of the following invoices of the Bank's legal fees and expenses incurred (the "**Legal Fee Invoices**"):

Invoice	Invoice Date	Total Amount Owing	Amount Paid	Total Amount that Remains Owing and Outstanding
3330412	April 30, 2019	\$38,777.46	\$15,000.00	\$23,777.46
3358886	July 15, 2019	\$24,948.14	\$0	\$24,948.14
3367931	July 31, 2019	\$39,422.31	\$0	\$39,422.31
3378656	August 31, 2019	\$16,992.94	\$0	\$16,992.94
3385653	September 30, 2019	\$2,456.62	\$0	\$2,456.62
3400068	October 31, 2019	\$8,081.76	\$0	\$8,081.76

Each of the members of the Certus Automotive Group, Rob and Jim further jointly and severally acknowledges and agrees that the amounts set out in the Legal Fee Invoices are fully due and owing to the Bank as part of the Borrower's Obligations, and the aggregate amount of the Legal Fee Invoices is set out in Schedule B attached hereto.

21. It is acknowledged that the Legal Fee Invoices will be paid in equal consecutive instalments over an eight (8) week period payable on the first business day of each week, and the first such instalment shall commence on the earlier of: a) first business day of the week immediately following the New FGI Closing Date; and b) first business day of the week immediately following the date of the FGI Loan Arrangement is placed hold or terminated.
22. For greater certainty, each of the members of the Certus Automotive Group, Rob and Jim further jointly and severally acknowledges and agrees that the Bank's legal fees and expenses as set out above in the summary of the Paid Legal Invoices and Legal Fee Invoices are non-exhaustive, and each of the members of the Certus Automotive Group, Rob and Jim further jointly and severally acknowledges and agrees they are liable to pay any and all of the Bank's legal fees and expenses that are not included in the Paid Legal Invoices and Legal Fee Invoices as part of the Borrower's Obligations in accordance with the balance of the Forbearance Agreement.

## GENERAL

23. This Amending Agreement, and the covenants and conditions to be performed on the part of the Bank, are subject to the Bank obtaining the approval of EDC to this Amending

Agreement by no later than November 15, 2019 (which condition is for the sole benefit of the Bank and may be waived by it).

24. Each of members of Certus Automotive Group members, Rob and Jim hereby authorizes and consents to the Bank and its legal counsel providing a copy of the Forbearance Agreement, including this Amending Agreement, to FGI Worldwide LLC
25. This Amending Agreement shall be binding upon the parties hereto and each of their respective successors and assigns.
26. Time will, in all respects, be of the essence in this Amending Agreement and no extension of time or variation of any term of this Amending Agreement will operate as a waiver of this provision.
27. This Amending Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract.
28. This Amending Agreement (and which incorporates the Forbearance Agreement as referred to above) constitutes the entire agreement of the parties with respect to the subject matter hereof and may not be amended or modified except by written consent signed by all parties.
29. Each of the Certus Automotive Group, Rob and Jim hereby acknowledges they have reviewed this Amending Agreement in its entirety with their legal counsel prior to executing this Amending Agreement.
30. This Amending Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Transmission by facsimile or electronic transmission in PDF format of an executed copy of this Amending Agreement shall be deemed to and constitute due and sufficient delivery of such counterpart.

*[Signature pages to follow]*



**IN WITNESS WHEREOF** each of the Bank, each member of the Certus Automotive Group, Rob and Jim have executed this Amending Agreement through their authorized representatives, all as of the date and year first above written.

) **THE TORONTO-DOMINION BANK**

)  
)  
)  
) Per: \_\_\_\_\_  
)

)  
) *PER* Name: JEFFREY SWAN  
) Title: DIRECTOR  
)

)  
)  
)  
) Per: \_\_\_\_\_  
)

)  
) Name: *REHARD PRONKORABUNTH*  
) Title: *SENIOR ANALYST*  
) I/We have the authority to bind  
) The Toronto-Dominion Bank  
)

) **CERTUS AUTOMOTIVE INC.**

)  
)  
)  
) Per: \_\_\_\_\_  
)

)  
) Name:  
) Title:  
)


)  
)  
)  
) Per: \_\_\_\_\_  
)

)  
) Name:  
) Title:  
) I/We have the authority to bind  
) Certus Automotive Inc.  
)

[Signature page to Forbearance Agreement Third Amending Agreement- Certus Automotive Inc. et al.]

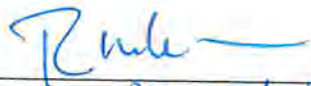
**IN WITNESS WHEREOF** each of the Bank, each member of the Certus Automotive Group, Rob and Jim have executed this Amending Agreement through their authorized representatives, all as of the date and year first above written.

) **THE TORONTO-DOMINION BANK**  
 )  
 )  
 )  
 ) Per: \_\_\_\_\_  
 ) Name:  
 ) Title:  
 )  
 )  
 ) Per: \_\_\_\_\_  
 ) Name:  
 ) Title:  
 ) I/We have the authority to bind  
 ) The Toronto-Dominion Bank

) **CERTUS AUTOMOTIVE INC.**  
 )  
 )  
 ) Per:  \_\_\_\_\_  
 ) Name: Rob Mollenhauer  
 ) Title: President  
 )  
 ) Per: \_\_\_\_\_  
 ) Name:  
 ) Title:  
 ) I/We have the authority to bind  
 ) Certus Automotive Inc.


*[Signature page to Forbearance Agreement Third Amending Agreement- Certus Automotive Inc. et al.]*

) KEEN POINT INTERNATIONAL INC.  
)  
)  
)

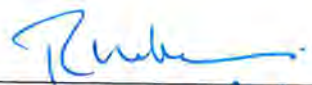
) Per:   
) Name: Rob Mollakhami  
) Title: President

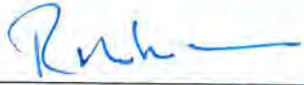
) Per: \_\_\_\_\_  
) Name: \_\_\_\_\_  
) Title: \_\_\_\_\_  
) I/We have the authority to bind  
) Keen Point International Inc.

) KEEN POINT INTERNATIONAL,  
) INC.  
)  
)

) Per:   
) Name: Rob Mollakhami  
) Title: President

) Per: \_\_\_\_\_  
) Name: \_\_\_\_\_  
) Title: \_\_\_\_\_  
) I/We have the authority to bind  
) Keen Point International, Inc.

) R.I.M. MANAGEMENT CO.  
 )  
 )  
 ) Per:   
 ) Name: Rob Molkhan  
 ) Title: Partner  
 )  
 ) Per: \_\_\_\_\_  
 ) Name: \_\_\_\_\_  
 ) Title: \_\_\_\_\_  
 ) I/We have the authority to bind the  
 ) R.I.M. Management Co.

) CERTUS AUTOMOTIVE, S. de R.L. de  
 ) C.V.  
 )  
 )  
 ) Per:   
 ) Name: Rob Molkhan  
 ) Title: President  
 )  
 ) Per: \_\_\_\_\_  
 ) Name: \_\_\_\_\_  
 ) Title: \_\_\_\_\_  
 ) I/We have the authority to bind  
 ) Certus Automotive, S. de R.L. de  
 ) C.V.

[Signature page to Forbearance Agreement Third Amending Agreement— Certus Automotive Inc. et al.]

) **R.I.M. MANAGEMENT CO.**

)

)

)

Per: \_\_\_\_\_

Name:

Title:

)

)

Per: *M.J. Prokopetz*

Name: *Michael James Prokopetz*

Title: *Director*

)

)

I/We have the authority to bind the  
R.I.M. Management Co.

)

**CERTUS AUTOMOTIVE, S. de R.L. de  
C.V.**

)

)

)

)

Per: \_\_\_\_\_

Name:

Title:

)

)

Per: \_\_\_\_\_

Name:

Title:

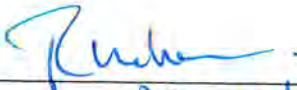
)

)

I/We have the authority to bind  
Certus Automotive, S. de R.L. de  
C.V.


[Signature page to Forbearance Agreement Third Amending Agreement- Certus Automotive Inc. et al.]

) CERTUS AUTOMOTIVE, INC.  
)  
)  
)

) Per:   
) Name: Rob Mollhausen  
) Title: President

) Per: \_\_\_\_\_  
) Name: \_\_\_\_\_  
) Title: \_\_\_\_\_  
) I/We have the authority to bind  
) Certus Automotive, Inc.

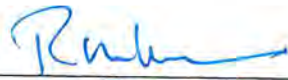
) CERTUS AUTOMOTIVE SHENZHEN  
) CO. LTD.  
)  
)

) Per:   
) Name: Rob Mollhausen  
) Title: President

) Per: \_\_\_\_\_  
) Name: \_\_\_\_\_  
) Title: \_\_\_\_\_  
) I/We have the authority to bind  
) Certus Automotive Shenzhen Co.  
) Ltd.


[Signature page to Forbearance Agreement Third Amending Agreement– Certus Automotive Inc. et al.]

) CERTUS AUTOMOTIVE, (HK)  
) LIMITED  
)  
)  
)

) Per:   
) Name: Rob Malkham  
) Title: President

) Per: \_\_\_\_\_  
) Name: \_\_\_\_\_  
) Title: \_\_\_\_\_  
) I/We have the authority to bind  
) Certus Automotive, (HK) Limited

) CERTUS AUTOMOTIVE (EUROPE)  
) GmbH  
)  
)  
)

) Per:   
) Name: Managing Director  
) Title: Rob Malkham

) Per: \_\_\_\_\_  
) Name: \_\_\_\_\_  
) Title: \_\_\_\_\_  
) I/We have the authority to bind  
) Certus Automotive (Europe)  
) GmbH

[Signature page to Forbearance Agreement Third Amending Agreement– Certus Automotive Inc. et al.]







R MOLLENHAUER HOLDINGS I  
INC.

Per: \_\_\_\_\_

Name:

Title:

Per: \_\_\_\_\_

Name:

Title:

I/We have the authority to bind R.  
Mollenhauer Holdings I Inc.

Witness: \_\_\_\_\_

Name:

Address:

ROB MOLLENHAUER

Nicole L Prokopetz  
Witness:

Name: NICOLE L PROKOPETZ

Address: 6422 ENCLAVE DR.  
CLARKSTON, MI 48348-4858

Michael James Prokopetz  
MICHAEL JAMES PROKOPETZ

[Signature page to Forbearance Agreement Third Amending Agreement- Certus Automotive Inc. et al.]

**SCHEDULE A**  
**FINANCIAL FORECASTS**

**SCHEDULE B  
CURRENT INDEBTEDNESS**

See attached.

Statement of Indebtedness								
As at: November 15, 2019								
<b>Borrower:</b>		<b>Certus Automotive Inc.</b>						
Facility Type	Loan Number	Currency	Principal	Interest	Fees	Total	Per Diem	Rate Per Annum
Operating Loan <sup>(1)</sup>	7312182-1728	USD	\$17,049,456.26	\$43,912.97	\$0.00	\$17,093,369.23	n/a	US Base Rate <sup>(2)</sup> + 1.50%
Term Loan	9233741-08-1728	CAD	\$1,861,893.75	\$42,420.57	\$0.00	\$1,904,314.32	\$252.50	Prime Rate <sup>(3)</sup> + 1.00%
Term Loan	9233741-10-1728	CAD	\$886,009.00	\$20,306.60	\$0.00	\$906,315.60	\$120.16	Prime Rate <sup>(3)</sup> + 1.00%
Term Loan	9233741-11-1728	CAD	\$1,392,772.80	\$31,732.32	\$0.00	\$1,424,505.12	\$188.88	Prime Rate <sup>(3)</sup> + 1.00%
Term Loan	9233741-15-1728	CAD	\$1,127,751.24	\$27,223.61	\$0.00	\$1,154,974.85	\$152.94	Prime Rate <sup>(3)</sup> + 1.00%
Term Loan	9233741-16-1728	CAD	\$1,310,606.89	\$31,637.69	\$0.00	\$1,342,244.58	\$177.74	Prime Rate <sup>(3)</sup> + 1.00%
Forbearance Fee <sup>(4)</sup>	n/a	CAD	\$0.00	\$0.00	\$50,000.00	\$50,000.00	n/a	n/a
Setup Fee <sup>(5)</sup>	n/a	CAD	\$0.00	\$0.00	\$50,000.00	\$50,000.00	n/a	n/a
Legal Fees <sup>(6)</sup>	n/a	CAD	\$0.00	\$0.00	\$151,048.23	\$151,048.23	n/a	n/a
Legal Fees <sup>(7)</sup>	n/a	USD	\$0.00	\$0.00	\$7,656.00	\$7,656.00	n/a	n/a
Advisor Fees <sup>(8)</sup>	n/a	CAD	\$0.00	\$0.00	\$17,500.00	\$17,500.00	n/a	n/a
<b>Total (CAD)</b>			<b>\$6,579,033.68</b>	<b>\$153,320.79</b>	<b>\$268,548.23</b>	<b>\$7,000,902.70</b>	<b>\$892.22</b>	
<b>Total (USD)</b>			<b>\$17,049,456.26</b>	<b>\$43,912.97</b>	<b>\$7,656.00</b>	<b>\$17,101,025.23</b>	<b>\$0.00</b>	
<b>Total (USD Equivalent) <sup>(9)</sup></b>			<b>\$22,044,546.75</b>	<b>\$160,320.83</b>	<b>\$211,549.58</b>	<b>\$22,416,417.15</b>	<b>\$677.41</b>	

(1) Operating Loan balance as at Nov 15/19; subject to change as the account fluctuates daily

(2) TD US Dollar Base Rate = 5.25%

(3) TD Prime Rate = 3.95%

(4) As per Forbearance Agreement dated Mar 21/19

(5) As per Expression of Interest dated May 22/19

(6) Miller Thomson LLP accrued legal fees of CDN\$151,048.23 up to Nov 14/19

(7) Diaz Igareda accrued legal fees of US\$7,656.00 up to Nov 15/19

(8) Deloitte accrued fees of CDN\$8,380.08 + WIP CDN\$9,119.92 up to Nov 11/19

(9) Based on USD/CAD rate of 1.31710 as at Oct 31/19

#### Operating Line Only

Statement of Indebtedness								
As at: November 15, 2019								
<b>Borrower:</b>		<b>Certus Automotive Inc.</b>						
Facility Type	Loan Number	Currency	Principal	Interest	Fees / Costs	Total	Per Diem	Rate Per Annum
Operating Loan <sup>(1)</sup>	7312182-1728	USD	\$17,049,456.26	\$43,912.97	\$0.00	\$17,093,369.23	n/a	US Base Rate <sup>(2)</sup> + 1.50%
<b>Total (USD)</b>			<b>\$17,049,456.26</b>	<b>\$43,912.97</b>	<b>\$0.00</b>	<b>\$17,093,369.23</b>	<b>\$0.00</b>	

(1) Operating Loan balance as at Nov 15/19; subject to change as the account fluctuates daily

(2) TD US Dollar Base Rate = 5.25%

**This is Exhibit "L" referred to in the affidavit  
of JEFFREY SWAN, SWORN BEFORE ME  
6/18/2021  
this \_\_\_\_\_.**

DocuSigned by:

*Asim Iqbal*

\_\_\_\_\_  
**A COMMISSIONER FOR TAKING AFFIDAVITS**

**FORBEARANCE AGREEMENT  
FOURTH AMENDING AGREEMENT**

**THIS AGREEMENT** is made this 14 day of July, 2020.

**AMONG:**

**THE TORONTO-DOMINION BANK**

(hereinafter sometimes called the “**Bank**”)

OF THE FIRST PART

- and -

**CERTUS AUTOMOTIVE INC.**, a company incorporated under  
the laws of Ontario

(hereinafter sometimes called “**Certus Canada**”)

OF THE SECOND PART

- and -

**KEEN POINT INTERNATIONAL INC.**, a company  
incorporated under the laws of Ontario

(hereinafter sometimes called “**KPI Canada**”)

OF THE THIRD PART

- and -

**KEEN POINT INTERNATIONAL, INC.**, a company  
incorporated under the laws of Michigan

(hereinafter sometimes called “**KPI Michigan**”)

OF THE FOURTH PART

- and -

**R.I.M. MANAGEMENT CO.**, a company incorporated under the  
laws of Michigan

(hereinafter sometimes called “**RIM**”)

OF THE FIFTH PART



- and -

**CERTUS AUTOMOTIVE, S. de R.L. de C.V.**, a company  
incorporated under the laws of Mexico

(hereinafter sometimes called “**Certus Mexico**”)

OF THE SIXTH PART

- and -

**CERTUS AUTOMOTIVE, INC.**, a company incorporated under  
the laws of Michigan

(hereinafter sometimes called “**Certus US**”)

OF THE SEVENTH PART

- and -

**CERTUS AUTOMOTIVE SHENZHEN CO. LTD.**, a company  
incorporated under the laws of China

(hereinafter sometimes called “**Certus China**”)

OF THE EIGHTH PART

- and -

**CERTUS AUTOMOTIVE, (HK) LIMITED**, a  
company incorporated under the Laws of Hong Kong

(hereinafter sometimes called “**Certus Hong Kong**”)

OF THE NINTH PART

- and -

**CERTUS AUTOMOTIVE (EUROPE) GmbH**, a company  
incorporated under the laws of Germany

(hereinafter sometimes called “**Certus Europe**”)

OF THE TENTH PART

- and -

- 3 -

**KORP CO.**, a company incorporated under the laws of Michigan  
(hereinafter sometimes called “**KC**”)

OF THE ELEVENTH PART

- and -

**KORP CO. II**, a company incorporated under the laws of  
Michigan

(hereinafter sometimes called “**KCII**”)

OF THE TWELFTH PART

- and -

**R MOLLENHAUER HOLDINGS I INC.**, a company  
incorporated under the laws of Ontario

(hereinafter sometimes called “**RMH Inc.**” and together with  
Certus Europe, Certus Canada, KPI Canada, KPI Michigan, RIM,  
Certus Mexico, Certus US, Certus China, Certus Hong Kong, KC  
and KCII are sometimes referred to collectively as the “**Certus  
Automotive Group**” and individually as members of the Certus  
Automotive Group)

OF THE THIRTEENTH PART

- and -

**ROB MOLLENHAUER**, of the City of Toronto, Ontario

(hereinafter sometimes called “**Rob**”)

OF THE FOURTEENTH PART

- and -

**MICHAEL JAMES PROKOPETZ**, of the City of Clarkston,  
Michigan

(hereinafter sometimes called “**Jim**”)

OF THE FIFTEENTH PART

## WHEREAS:

- A. By a Forbearance Agreement dated March 21, 2019 (the “**Original Forbearance Agreement**”) as amended by an Amending Agreement dated April 2, 2019 (the “**First Amending Agreement**”), an Amending Agreement dated August 1, 2019 (the “**Second Amending Agreement**”), an Amending Agreement dated November 15, 2019 (the “**Third Amending Agreement**”) (such Original Forbearance Agreement, as amended by the First Amending Agreement, the Second Amending Agreement and the Third Amending Agreement, and as may be further amended, restated, supplemented from time to time (including pursuant to this Amending Agreement, as defined in Recital C below), collectively, the “**Forbearance Agreement**”), the Bank, each member of the Certus Automotive Group, Rob and Jim, agreed to a forbearance arrangement, the terms and conditions of which are set out in the Forbearance Agreement.
- B. The Bank, each member of the Certus Automotive Group, Rob and Jim each hereby agree and acknowledge that going forward the Forbearance Agreement shall be referred to as and called either the “**Agreement**” or the “**Forbearance Agreement**”.
- C. The Bank, each member of the Certus Automotive Group, Rob and Jim, are desirous of further amending the Forbearance Agreement and have agreed to enter into this Fourth Amending Agreement (the “**Amending Agreement**”).
- D. The Certus Automotive Group has committed the following new defaults under the Forbearance Agreement and the Loan Agreements:
- (a) On or around June 5, 2020, Rob notified the Bank that the Certus Automotive Group intended to discontinue its going concern operations of its business, which constitutes an Event of Default and a breach under the Forbearance Agreement (“**Breach 1**”);
  - (b) The Certus Automotive Group failed to fulfil its payment obligations due on or around June 15, 2020 as required in accordance with the terms and conditions of the Forbearance Agreement and the Loan Agreements, which constitutes an Event of Default and a breach under the Forbearance Agreement (“**Breach 2**”, and together with Breach 1, the “**Breaches**”).
- The particulars of the Breaches are more particular described in the copy of correspondence attached hereto as Schedule A.
- E. The Bank is in a position to enforce the Existing Security and the Additional Security and pursue all rights and remedies it may have in connection with respect to each of the members of the Certus Automotive Group, as it deems appropriate, including without limitation, by way of the appointment of a receiver and manager.
- F. On or around April 2020, Rob Mollenhauer of the Certus Automotive Group indicated to the Bank that due to an unexpected downturn in business resulting from the COVID-19 pandemic, the members of the Certus Group were looking for relief in respect to Certus Automotive Group’s payment obligations under the Loan Agreements in the form of a payment deferral on certain payments on the Obligations.

G. Subject to the terms and conditions herein, and provided that the Borrowers are not at any time in default under the Loan Agreement or the Forbearance Agreement during the Monthly Payment Deferral Period (as such term is defined herein), the Bank is prepared to agree to defer all required monthly principal payment payments only (the “**Monthly Payments**” and each a “**Monthly Payment**”) of the Obligations for five (5) months, such that no Monthly Payment is required in June, July, August, September or October (inclusive) in the year 2020 (the “**Monthly Payment Deferral Period**”) and such payments and all subsequent Monthly Payments, including the final principal instalment of the balance of the outstanding amount of the Obligations together with interest thereon, shall be due and payable on the earlier of: (i) five months after the original due date for such Monthly Payment; and (ii) the expiry of the Forbearance Period (the “**Monthly Payment Deferral**”). For greater certainty, the Monthly Payment that was due and payable in June 2020 shall be due and payable in November 2020 on the same day of the month as the June 2020 Monthly Payment was due and the Monthly Payments shall continue monthly thereafter until expiry of the Forbearance Period.

Notwithstanding anything else contained herein, for greater certainty interest on the outstanding principal amount of the Obligations shall continue to accrue and be due and payable during the Monthly Payment Deferral Period on the date on which such Monthly Payment would have been due but for the Monthly Payment Deferral.

- H. The Certus Automotive Group, Rob and Jim have requested that the Bank continue to forbear from enforcing its rights and remedies at this time and provide certain accommodations to the Certus Automotive Group to permit the Certus Automotive Group to conduct a sales process (each a “**Sale Proposal**”) with a view to consummating a purchase and sale transaction of all of the assets or all of the shares of the Certus Automotive Group (a “**Purchase Transaction**”).
- I. The Certus Automotive Group has or will retain Duff & Phelps LLP (“**D&P**”) to assist and advise the Certus Automotive Group with respect to soliciting and consummating a Purchase Transaction and assist with the Purchase Transaction Milestones (as defined below), including the professing of obtaining Sale Proposals.
- J. The Certus Automotive Group, Rob and Jim, as applicable, have each agreed to observe all of the provisions of this Agreement.
- K. The Certus Automotive Group, Rob and Jim have requested, and the Bank hereby agrees, subject to the terms and conditions herein, to: (i) tolerate the Breaches; (ii) consent to the Monthly Payment Deferral during the Monthly Payment Deferral Period; (iii) refrain from pursuing any of its remedies available under the Forbearance Agreement or elsewhere; and (iv) to amend and supplement certain provisions of the Forbearance Agreement.

NOW THEREFORE, this Agreement witnesses that in consideration of the mutual promises, covenants and agreements contained in the Forbearance Agreement and herein contained, and the sum of \$10.00 and other good valuable consideration the receipt and sufficiency of which are hereby acknowledged by each of the parties, the parties hereto agree each as follows:

**AGREEMENTS, COVENANTS, REPRESENTATIONS AND WARRANTIES**

1. Each of the capitalized terms used in this Amending Agreement, except where specifically otherwise defined in this Amending Agreement, shall have the same meaning as set out in the Forbearance Agreement.
2. All facts as set out in the recitals to this Amending Agreement are true and accurate in all respects, including for greater certainty the facts regarding the Breaches, and the parties hereto acknowledge that the recitals form an integral part of this Amending Agreement.
3. All terms and conditions and all recitals, covenants, representations, warranties, releases and undertakings provided for in the Forbearance Agreement are hereby affirmed, confirmed and agreed to, with effect as of the date of this Amending Agreement, save only to the extent, if any, to which the provisions of the Forbearance Agreement are amended or supplemented by the provisions of this Amending Agreement and provided that in the event of any express conflict between the provisions of this Amending Agreement and the provisions of the Forbearance Agreement, the provisions of this Amending Agreement shall govern to the extent necessary only to resolve such conflict. The expression "herein" and similar expressions used in this Amending Agreement shall mean the Forbearance Agreement as amended and supplemented by this Amending Agreement. References in the Forbearance Agreement to "this Agreement" and similar expressions shall mean the Forbearance Agreement as amended and supplemented by this Amending Agreement.
4. Nothing contained in this Amending Agreement shall have the effect of changing the nature of any of the Obligations from the Certus Automotive Group or the obligations of Rob and Jim in connection with their respective Existing Security, Additional Security and Existing Guarantees and Additional Guarantees nor of obligating the Bank to extend the Forbearance Period other than as expressly provided for herein.
5. None of the Certus Automotive Group, Rob or Jim dispute their respective liability to repay the Obligations, including the Loans and/or the amounts they have guaranteed, on any basis whatsoever and each member of Certus Automotive Group, Rob and Jim jointly and severally acknowledge and agree that:
  - (a) they have no claims for set-off, counterclaim or damages on any basis whatsoever against the Bank or any of its directors, officers, employees, representative or agents; and
  - (b) for value received waive any argument or defence that the failure of the Bank to take immediate steps to demand payment of its Loans, or to take any steps to exercise its rights as a result of the Breaches constitutes a waiver of any rights the Bank may have arising out of the Breaches or any breach of the same covenant at any other time.

6. The Bank hereby expressly reserves all rights and remedies to which it is entitled under the Forbearance Agreement and at law, including, for greater certainty, its rights in respect to the Wind-Down Plan.
7. Provided that there has been no Event of Default (other than the Breaches), then the Bank agrees to enter into discussions with the Borrowers to consider suitable terms and conditions for loan arrangements beyond the expiry of the Forbearance Period, including the consideration of the conditions as to additional equity and/or security for the Obligations, provided that nothing whatsoever in this Section 7 shall be construed as an obligation or a commitment on the part of the Bank to enter into any such arrangements.
8. Each of the members of the Certus Automotive Group shall carry out their business in compliance with the Financial Forecasts.
9. As of July 13, 2020, the aggregate principal amount of the Borrowers' Obligations to the Bank are the amounts as set out in Schedule B hereto, and such amounts remain due and owing in full to the Bank.
10. As consideration for the Bank entering into this Amending Agreement, each member of the Certus Automotive Group jointly and severally agrees to pay to the Bank an amendment fee in the aggregate amount of CDN\$15,000.00, which fee is fully earned at the time of execution of this Amending Agreement and such fee shall be fully due and payable and debited from Certus Canada's bank account with the Bank upon the execution and delivery of this Amending Agreement.
11. Each member of the Certus Automotive Group, Rob and Jim jointly and severally covenant and agree with the Bank that they will continue to adhere to the provisions of the Forbearance Agreement, as applicable.
12. Each member of the Certus Automotive Group, Rob and Jim jointly and severally covenant and agree to promptly provide, as determined by the Bank in its sole discretion, acting reasonably, to the Bank and its Advisor all information pertaining to the business of the Certus Automotive Group, the Existing Security, the Additional Security, the Existing Guarantees and Additional Guarantees, or any additional information related thereto as the Bank or its Advisor may reasonably request from time to time.
13. Each member of the Certus Automotive Group, Rob and Jim jointly and severally covenant and agree that they will promptly respond to all reasonable requests for information concerning each member of the Certus Automotive Group from the Bank's Advisor.

#### **DEFERRAL OF MONTHLY PRINCIPAL PAYMENTS**

14. Each member of the Certus Automotive Group, Rob and Jim jointly and severally acknowledges and agrees that the Bank's agreement to the Monthly Payment Deferral and Monthly Payment Deferral Period is conditional on the Certus Automotive Group satisfying the following milestones with respect to the Purchase Transactions on or before the deadlines for each milestone set out below (each a "**Purchase Transaction Milestone**"), each to the satisfaction of the Bank in its sole discretion, acting reasonably:

Date to Complete Purchase Transaction Milestone	Description of Purchase Transaction Milestone
On or Before August 14, 2020	Executed Letter of Intent, evidencing the resolution of the structure of the Purchase Transaction
On or Before September 11, 2020	Executed conditional purchase agreement in respect to the Purchase Transaction with deposit and additional deposit schedule
On or Before October 15, 2020	Waiver of conditions in favour of the purchaser, non-refundable deposits in respect the Purchase Transaction
On or Before October 31, 2020	Closing of transaction (including Court approval as may be necessary) of the Purchase Transaction.

15. Each member of the Certus Automotive Group, Rob and Jim jointly and severally acknowledges and agrees to cooperate with the Bank's Advisor at all times in connection with a Sale Process, Purchase Transaction and a Purchase Transaction Milestone. Each member of the Certus Automotive Group, Rob and Jim jointly and severally further acknowledges, covenants and agrees to adhere to the following additional requirements in connection with the Purchase Transaction Milestones:
- (a) Bi-Weekly update status call on the progress of the Purchase Transaction Milestones and more frequently if so requested in the Bank's sole discretion, with D&P, the Bank and the Bank's Advisor;
  - (b) Bank's Advisor shall at all times have access to: a) any data room set up in connection with a Purchase Transaction; b) any and all communication responses to information requests from potential purchasers of the assets or shares of the Certus Automotive Group; (c) management presentations in respect to the Certus Automotive Group; (d) videos of any facility tours that are part of such management presentations or otherwise separately requested; and (e) and segregated results;
  - (c) Each member of the Certus Automotive Group, Rob and Jim, as applicable, shall comply with the terms and conditions set out in the loan arrangements with FGI Worldwide LLC ("FGI") established on or around November 15, 2019, including all amendments to such loan arrangements documentation and all security and other documentation entered into in connection therewith (collectively, the "FGI Loan Documents");



- (d) Each member of the Certus Automotive Group, Rob and Jim jointly and severally, acknowledges, covenants and agrees to provide the Bank and its Advisor with:
  - (i) copies of all draft agreements received from potential purchasers relating to any Sale Process within two (2) business days of the Certus Automotive Group's receipt of same;
  - (ii) proforma net working capital and other closing calculations (including, estimated closing income statement and balance sheet, backlog for the balance of the year) each week commencing one week from the date hereof or such other dates if so requested by the Bank or the Advisor in their sole discretion;
  - (iii) cash flow forecasts of the Certus Automotive Group each week commencing one week from the date hereof and or such other dates if so requested by the Bank or the Advisor in their sole discretion; and
  - (iv) such other documents and reports as the Bank or its Advisor may reasonably require in connection with the Purchase Transaction Milestones.
- 16. Each member of the Certus Automotive Group, Rob and Jim jointly and severally acknowledge, covenant and agree that it shall be an Event of Default if any Transaction Purchase Milestone is not satisfied on or before the deadline set out in this Agreement.
- 17. Each member of the Certus Automotive Group, Rob and Jim jointly and severally acknowledge and agree that they are liable to pay, among other things, all of the Bank's legal fees and Advisor's professional reasonable fees and expenses incurred in connection with the Purchase Transaction Milestones as part of the Obligations in accordance with the balance of the Forbearance Agreement.

#### **AMENDMENTS**

- 18. Section 16 of the Original Forbearance Agreement shall be amended by replacing the date of "1<sup>st</sup> of May 2019" with the date of "31 of October 2020".

#### **INTERVENING EVENTS AND TERMINATION OF FORBEARANCE PERIOD**

- 19. This Forbearance Period shall forthwith expire on the earlier of the occurrence of any one of the following events:
  - (a) October 31, 2020;
  - (b) any member of the Certus Automotive Group, Rob and Jim defaults in the performance or observance of any covenant, term, agreement or condition of the Forbearance Agreement or the Loan Agreements, including, for greater certainty, if any Purchase Transaction Milestones is not satisfied



on or before the deadline set out in this Amendment Agreement for such milestone;


- (c) the consummation of a Purchase Transaction, on terms and conditions, and documentation satisfactory to the Bank in its sole discretion; and
- (d) any member of the Certus Automotive Group, Rob and Jim defaults in the performance or observance of any covenant, term, agreement or condition of any of the FGI Loan Documents.

## GENERAL

- 20. This Amending Agreement, and the covenants and conditions to be performed on the part of the Bank, are subject to the Bank obtaining the approval of Export Development Corporation to this Amending Agreement by no later than July 16, 2020 (which condition is for the sole benefit of the Bank and may be waived by it).
- 21. Each of members of Certus Automotive Group members, Rob and Jim hereby authorizes and consents to the Bank and its legal counsel providing a copy of the Forbearance Agreement, including this Amending Agreement, to FGI Worldwide LLC.
- 22. This Amending Agreement shall be binding upon the parties hereto and each of their respective successors and assigns.
- 23. Time will, in all respects, be of the essence in this Amending Agreement and no extension of time or variation of any term of this Amending Agreement will operate as a waiver of this provision.
- 24. This Amending Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract.
- 25. This Amending Agreement (and which incorporates the Forbearance Agreement as referred to above) constitutes the entire agreement of the parties with respect to the subject matter hereof and may not be amended or modified except by written consent signed by all parties.
- 26. Each of the Certus Automotive Group, Rob and Jim hereby acknowledges they have reviewed this Amending Agreement in its entirety with their legal counsel prior to executing this Amending Agreement.
- 27. This Amending Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Transmission by facsimile or electronic transmission in PDF format of an executed copy of this Amending Agreement shall be deemed to and constitute due and sufficient delivery of such counterpart.

*[Signature pages to follow]*

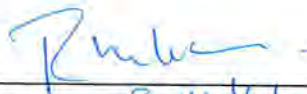
IN WITNESS WHEREOF each of the Bank, each member of the Certus Automotive Group, Rob and Jim have executed this Amending Agreement through their authorized representatives, all as of the date and year first above written.

) THE TORONTO-DOMINION BANK  
 )  
 )  
 )  
 ) Per:   
 ) \_\_\_\_\_  
 ) Name: Jeffrey Swan  
 ) Title: Director  
 )  
 )  
 )  
 ) Per: \_\_\_\_\_  
 ) Name:  
 ) Title:  
 ) I/We have the authority to bind  
 ) The Toronto-Dominion Bank

) CERTUS AUTOMOTIVE INC.  
 )  
 )  
 ) Per: \_\_\_\_\_  
 ) Name:  
 ) Title:  
 )  
 ) Per: \_\_\_\_\_  
 ) Name:  
 ) Title:  
 ) I/We have the authority to bind  
 ) Certus Automotive Inc.

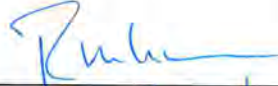
IN WITNESS WHEREOF each of the Bank, each member of the Certus Automotive Group, Rob and Jim have executed this Amending Agreement through their authorized representatives, all as of the date and year first above written.

) THE TORONTO-DOMINION BANK  
 )  
 )  
 )  
 ) Per: \_\_\_\_\_  
 ) Name:  
 ) Title:  
 )  
 )  
 ) Per: \_\_\_\_\_  
 ) Name:  
 ) Title:  
 ) I/We have the authority to bind  
 ) The Toronto-Dominion Bank

) CERTUS AUTOMOTIVE INC.  
 )  
 )  
 ) Per:   
 ) Name: R. Mottelund  
 ) Title: President  
 )  
 ) Per: \_\_\_\_\_  
 ) Name:  
 ) Title:  
 ) I/We have the authority to bind  
 ) Certus Automotive Inc.


[Signature page to Forbearance Agreement Fourth Amending Agreement- Certus Automotive Inc. et al.]

) KEEN POINT INTERNATIONAL INC.  
)  
)  
)

) Per:   
) Name: R. Mahoney  
) Title: President

) Per: \_\_\_\_\_  
) Name: \_\_\_\_\_  
) Title: \_\_\_\_\_  
) I/We have the authority to bind  
) Keen Point International Inc.

) KEEN POINT INTERNATIONAL, INC.  
)  
)  
)

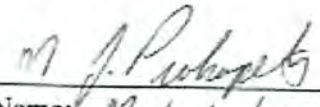
) Per:   
) Name: R. Mahoney  
) Title: President

) Per: \_\_\_\_\_  
) Name: \_\_\_\_\_  
) Title: \_\_\_\_\_  
) I/We have the authority to bind  
) Keen Point International, Inc.

[Signature page to Forbearance Agreement Fourth Amending Agreement- Certus Automotive Inc. et al.]

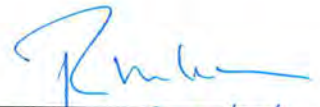


) R.I.M. MANAGEMENT CO.  
)  
)  
)

) Per:   
) Name: Michael James Prokopetz  
) Title: President  
)  
)

) Per: \_\_\_\_\_  
) Name:  
) Title:  
) I/We have the authority to bind the  
) R.I.M. Management Co.  
)


) CERTUS AUTOMOTIVE, S. de R.L. de  
) C.V.  
)  
)

) Per:   
) Name: R. Robinson  
) Title: President  
)  
)

) Per: \_\_\_\_\_  
) Name:  
) Title:  
) I/We have the authority to bind  
) Certus Automotive, S. de R.L. de  
) C.V.  
)

[Signature page to Forbearance Agreement Fourth Amending Agreement - Certus Automotive Inc. et al.]

) CERTUS AUTOMOTIVE, INC.  
)  
)  
)

) Per:   
)

) Name: R. M. Kaban  
)

) Title: President  
)  
)

) Per: \_\_\_\_\_  
)

) Name:  
)

) Title:  
)

) I/We have the authority to bind  
) Certus Automotive, Inc.  
)

) CERTUS AUTOMOTIVE SHENZHEN  
) CO. LTD.  
)  
)

) Per:   
)

) Name: R. M. Kaban  
)

) Title: President  
)  
)

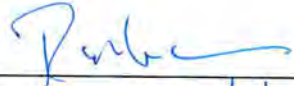
) Per: \_\_\_\_\_  
)

) Name:  
)

) Title:  
)


) I/We have the authority to bind  
) Certus Automotive Shenzhen Co.  
) Ltd.  
)

) CERTUS AUTOMOTIVE, (HK)  
) LIMITED  
)  
)  
)

) Per:   
) Name: R. M. Chau  
) Title: President

) Per: \_\_\_\_\_  
) Name:  
) Title:  
) I/We have the authority to bind  
) Certus Automotive, (HK) Limited

) CERTUS AUTOMOTIVE (EUROPE)  
) GmbH  
)  
)  
)

) Per:   
) Name: Managing Director  
) Title: R. M. Chau

) Per: \_\_\_\_\_  
) Name:  
) Title:  
) I/We have the authority to bind  
) Certus Automotive (Europe)  
) GmbH

[Signature page to Forbearance Agreement Fourth Amending Agreement- Certus Automotive Inc. et al.]



) Korp CO.  
)  
)  
)  
)

) Per: M. J. Prokopetz  
) Name: Michael James Prokopetz  
) Title: President  
)  
)

) Per: \_\_\_\_\_  
) Name:  
) Title:  
) I/We have the authority to bind  
) Korp Co.  
)

) Korp CO. II  
)  
)  
)  
)

) Per: M. J. Prokopetz  
) Name: Michael James Prokopetz  
) Title: President  
)  
)

) Per: \_\_\_\_\_  
) Name:  
) Title:  
) I/We have the authority to bind  
) Korp Co. II  
)

[Signature page to Forbearance Agreement Fourth Amending Agreement- Certus Automotive Inc. et al.]



**SCHEDULE A**  
**CORRESPONDENCE WITH RESPECT TO THE BREACHES**

See attached.

---

**From:** Carhart, Jeffrey  
**Sent:** Wednesday, June 17, 2020 5:17 PM  
**To:** Sean Zweig <[ZweigS@bennettjones.com](mailto:ZweigS@bennettjones.com)>  
**Subject:** RE: Certus

Dear Sean

Further to my earlier correspondence of June 5<sup>th</sup> below, Certus has committed another default under its loan arrangements with TD Bank.

In that regard, cut and pasted in below is an e mail already sent yesterday by Jeff Swan of TD directly to Rob Mollenhauer and Jim Prokopetz at Certus.

As was the case with respect to the earlier default described in my June 5<sup>th</sup> e mail in the chain below, TD Bank does not waive compliance with the obligations provided for under the agreements and security which Certus has entered into in favor of TD Bank. TD Bank reserves all of its rights and remedies as a result of the current default. If Certus fails to rectify the defaults to the complete satisfaction of TD Bank, the Bank will exercise any and all rights and remedies under such agreements and security, and/or such rights and remedies as may be otherwise available to it at law.

Nothing in this correspondence or in any ongoing discussion, negotiations or communications in any form between TD Bank and Certus nor any delay on the part of TD Bank in exercising its enforcement rights shall constitute any waiver by TD Bank of the defaults or its enforcement rights.

\*\*

**JEFFREY C. CARHART**  
Partner

**Miller Thomson LLP**  
Scotia Plaza  
40 King Street West, Suite 5800  
P.O. Box 1011  
Toronto, Ontario M5H 3S1  
**Direct Line:** +1 416.595.8615  
**Fax:** +1 416.595.8695  
**Email:** [jcarhart@millerthomson.com](mailto:jcarhart@millerthomson.com)  
**millerthomson.com**

Connect with us on [LinkedIn](#)  
View my [web page](#)



Please consider the environment before printing this email.

[Our COVID-19 preparedness and support commitment](#)

**From:** Swan, Jeffrey [<mailto:jeff.swan@td.com>]

**Sent:** Tuesday, June 16, 2020 12:22 PM

**To:** Rob Mollenhauer <[rmoll@certusauto.com](mailto:rmoll@certusauto.com)>; Jim Prokopetz <[jprok@certusauto.com](mailto:jprok@certusauto.com)>

**Cc:** Vos, Michael <[michael.vos@td.com](mailto:michael.vos@td.com)>; Phongsivorabouth, Richard <[Richard.Phongsivorabouth@td.com](mailto:Richard.Phongsivorabouth@td.com)>; Carhart, Jeffrey <[jcarhart@millertomson.com](mailto:jcarhart@millertomson.com)>; Casey, Paul <[paucasey@deloitte.ca](mailto:paucasey@deloitte.ca)>

**Subject:** [**\*\*EXT\*\***] Payment Default

**Importance:** High

Rob and Jim,

The USD payment was made today and the bank account is now in an unauthorized excess position of **US\$100,816.80**. This constitutes both a payment default and a default under the Forbearance Agreement. **The expectation is that this unauthorized excess is rectified immediately.**

**Entity:** Certus Automotive Inc.  
**Account No.:** \*\*\*4304-1728  
**Currency:** USD

**Transaction Summary - Actual**

Date	Transaction	Amount	DR/CR	Balance
June 16, 2020	Opening Balance			\$5,055.63
June 16, 2020	Scheduled Jun 15/20 Principal Payment	\$62,500.00	DR	-\$57,444.37
June 16, 2020	Term Loan Interest Payment	\$43,872.43	DR	-\$101,316.80
June 16, 2020	Transfer from ***4312-1728	\$500.00	CR	-\$100,816.80

For the second term loan, the payment is scheduled for Jun 18/20. Reviewing the current account balance, the bank account will be in an unauthorized excess position of approximately **CDN\$121,597.71** after the Jun 18/20 payment, assuming no further cash inflows. This would also constitute a payment default and default under the forbearance agreement.

**Entity:** Certus Automotive Inc.  
**Account No.:** \*\*\*3741-1728  
**Currency:** CAD

**Transaction Summary - Projected**

Date	Transaction	Amount	DR/CR	Balance
June 16, 2020	Opening Balance			\$27,735.24
June 16, 2020	Outgoing Wire Payment	\$25,735.24	DR	\$2,000.00
June 18, 2020	Scheduled Jun 18/20 Principal Payment	\$83,333.33	DR	-\$81,333.33
June 18, 2020	Estimated Term Loan Interest Payment	\$40,264.38	DR	-\$121,597.71

Regards,

Jeffrey Swan | Director, Financial Restructuring Group | **TD Commercial Banking**  
TD Bank Tower, 66 Wellington Street West, 39<sup>th</sup> Floor, Toronto Ontario M5K 1E9  
T: 416-308-9215 | C: 416 738 7145 | F: 416-982-7710

**From:** Carhart, Jeffrey  
**Sent:** Friday, June 5, 2020 6:15 PM  
**To:** Sean Zweig <[ZweigS@bennettjones.com](mailto:ZweigS@bennettjones.com)>  
**Subject:** RE: Certus

Sean

Further to our discussions today, I have now spoken with TD Bank and Deloitte.

TD Bank has received Rob Mollenhauer's communication to the effect that the Certus Automotive Group of companies (collectively "Certus") intends to discontinue its going concern operations at this time.

That situation will, of course, constitute a fresh default under the loan arrangements between Certus and TD Bank.

Among other things, as you know, Certus has consented to the appointment of a Receiver in such a situation.

TD is mindful of the inter creditor agreement with FGI (which agreement Certus is also a party to).

As I mentioned to you in one of our discussions today, that inter creditor agreement contains obligations which, in plain terms, require ongoing payments to TD if the equipment which is subject to TD's security is used to generate assets which will be used to pay down the indebtedness to FGI. Based on the communications between the parties, it is TD's understanding that this is exactly what is going to happen over the next period of time, if events unfold in the manner that Certus and FGI plan.

In the circumstances, we suggest that we have a video and or telephone meeting/ discussion concerning how that process will unfold as far as Certus is planning – that meeting/ discussion would include (i) Certus (ii) Deloitte (iii) Bennett Jones (iv) Miller Thomson. We are available to have that discussion over the weekend. It may be beneficial to include FGI and/or Conway MacKenzie in that discussion given that, as I said, FGI has a significant stakeholding in the situation and given that, again, it is TD Bank's understanding that it is Certus's plan that the equipment that is subject to TD's security will be used to generate assets that will be used to pay down indebtedness to FGI. The goal of the discussion is to identify the most efficient, commercially reasonable approach to dealing with this situation, recognizing the security interests of TD Bank and FGI and the Intercreditor agreement (to which Certus is also a party).

Please advise as to your availability for such a discussion. In the meantime, I also take this opportunity to set out the amount of the indebtedness to TD Bank :

Statement of Indebtedness					
As at: June 5, 2020					
<b>Borrower:</b>	<b>Certus Automotive Inc.</b>				
Facility Type	Loan Number	Currency	Principal	Interest	Total
Term Loan	9233741-04-1728	CAD	\$9,500,000.02	\$24,778.08	\$9,524,778.10
Term Loan	9233741-18-1728	USD	\$7,125,000.00	\$22,643.84	\$7,147,643.84
<b>Total (CAD)</b>			<b>\$9,500,000.02</b>	<b>\$24,778.08</b>	<b>\$9,524,778.10</b>
<b>Total (USD)</b>			<b>\$7,125,000.00</b>	<b>\$22,643.84</b>	<b>\$7,147,643.84</b>
<b>Total (USD Equivalent) <sup>(1)</sup></b>			<b>\$14,157,869.43</b>	<b>\$40,987.10</b>	<b>\$14,198,856.53</b>

(1) Based on Bank of Canada USD/CAD Rate of 1.3508 as at June 4, 2020.

Please provide a copy of this notice of default to all of the borrowers and guarantors with respect to the Certus indebtedness as you have done in the past.

Thank you.

**JEFFREY C. CARHART**

Partner

**Miller Thomson LLP**

Scotia Plaza  
40 King Street West, Suite 5800  
P.O. Box 1011  
Toronto, Ontario M5H 3S1

**Direct Line:** +1 416.595.8615

**Fax:** +1 416.595.8695

**Email:** [jcarhart@millerthomson.com](mailto:jcarhart@millerthomson.com)

**millerthomson.com**

Connect with us on [LinkedIn](#)

View my [web page](#)



Please consider the environment before printing this email.

[Our COVID-19 preparedness and support commitment](#)

---

**From:** Carhart, Jeffrey

**Sent:** Friday, June 5, 2020 3:16 PM

**To:** Sean Zweig <[ZweigS@bennettjones.com](mailto:ZweigS@bennettjones.com)>

**Subject:** RE: Certus

Sean...I just left you another voice message

Can you please call me back again at 416-237-0481

Thanks

**JEFFREY C. CARHART**

Partner

**Miller Thomson LLP**

Scotia Plaza  
40 King Street West, Suite 5800  
P.O. Box 1011  
Toronto, Ontario M5H 3S1

**Direct Line:** +1 416.595.8615

**Fax:** +1 416.595.8695

**Email:** [jcarhart@millerthomson.com](mailto:jcarhart@millerthomson.com)

**millerthomson.com**

Connect with us on [LinkedIn](#)  
View my [web page](#)



Please consider the environment before printing this email.

[Our COVID-19 preparedness and support commitment](#)

---

**From:** Sean Zweig [<mailto:ZweigS@bennettjones.com>]  
**Sent:** Friday, June 5, 2020 2:25 PM  
**To:** Carhart, Jeffrey <[jcarhart@millertomson.com](mailto:jcarhart@millertomson.com)>  
**Subject:** RE: Certus

Thanks. I will call you shortly.



Sean Zweig  
**Partner\***, Bennett Jones LLP  
\*Denotes Professional Corporation

3400 One First Canadian Place, P.O. Box 130, Toronto, ON, M5X 1A4  
T. [416 777 6254](tel:4167776254) | F. [416 863 1716](tel:4168631716)  
E. [zweigs@bennettjones.com](mailto:zweigs@bennettjones.com)

---

**From:** Carhart, Jeffrey <[jcarhart@millertomson.com](mailto:jcarhart@millertomson.com)>  
**Sent:** Friday, June 5, 2020 2:23 PM  
**To:** Sean Zweig <[ZweigS@bennettjones.com](mailto:ZweigS@bennettjones.com)>  
**Subject:** RE: Certus

Sean....I left you a voice message on your office number

Again, I am at 416-237-0481

Thanks

**JEFFREY C. CARHART**  
Partner

**Miller Thomson LLP**  
Scotia Plaza  
40 King Street West, Suite 5800  
P.O. Box 1011  
Toronto, Ontario M5H 3S1  
**Direct Line:** +1 416.595.8615  
**Fax:** +1 416.595.8695  
**Email:** [jcarhart@millertomson.com](mailto:jcarhart@millertomson.com)  
[millertomson.com](http://millertomson.com)

Connect with us on [LinkedIn](#)  
View my [web page](#)





Please consider the environment before printing this email.

[Our COVID-19 preparedness and support commitment](#)

---

**From:** Carhart, Jeffrey  
**Sent:** Friday, June 5, 2020 1:03 PM  
**To:** Sean Zweig <[ZweigS@bennettjones.com](mailto:ZweigS@bennettjones.com)>  
**Subject:** RE: Certus

Yes, I am Sean

The best number is 416-237-0481

Thanks

**JEFFREY C. CARHART**

Partner

**Miller Thomson LLP**

Scotia Plaza  
40 King Street West, Suite 5800  
P.O. Box 1011

Toronto, Ontario M5H 3S1

**Direct Line:** +1 416.595.8615

**Fax:** +1 416.595.8695

**Email:** [jcarhart@millert Thomson.com](mailto:jcarhart@millert Thomson.com)

**[millert Thomson.com](http://millert Thomson.com)**

Connect with us on [LinkedIn](#)

View my [web page](#)



Please consider the environment before printing this email.

[Our COVID-19 preparedness and support commitment](#)

---

**From:** Sean Zweig [<mailto:ZweigS@bennettjones.com>]  
**Sent:** Friday, June 5, 2020 12:56 PM  
**To:** Carhart, Jeffrey <[jcarhart@millert Thomson.com](mailto:jcarhart@millert Thomson.com)>  
**Subject:** [\*\*EXT\*\*] Certus

You free to speak?



Sean Zweig

**Partner\***, Bennett Jones LLP

\*Denotes Professional Corporation

3400 One First Canadian Place, P.O. Box 130, Toronto, ON, M5X 1A4

T. [416 777 6254](tel:4167776254) | F. [416 863 1716](tel:4168631716)

E. [zweigs@bennettjones.com](mailto:zweigs@bennettjones.com)

Bennett Jones is committed to mitigating the spread of COVID-19. We have transitioned to a remote work environment and continue to provide complete and uninterrupted service to our clients. Visit our COVID-19 Resource Centre (<https://www.bennettjones.com/COVID-19>) for timely legal updates.

The contents of this message may contain confidential and/or privileged subject matter. If this message has been received in error, please contact the sender and delete all copies. Like other forms of communication, e-mail communications may be vulnerable to interception by unauthorized parties. If you do not wish us to communicate with you by e-mail, please notify us at your earliest convenience. In the absence of such notification, your consent is assumed. Should you choose to allow us to communicate by e-mail, we will not take any additional security measures (such as encryption) unless specifically requested.

If you no longer wish to receive commercial messages, you can unsubscribe by accessing this link:  
<http://www.bennettjones.com/unsubscribe>

-----  
[EXTERNAL EMAIL / COURRIEL EXTERNE]

Please report any suspicious attachments, links, or requests for sensitive information.

Veillez rapporter la présence de pièces jointes, de liens ou de demandes d'information sensible qui vous semblent suspectes.

-----  
You can [subscribe](#) to Miller Thomson's free electronic communications, or [unsubscribe](#) at any time.

CONFIDENTIALITY: This e-mail message (including attachments, if any) is confidential and is intended only for the addressee. Any unauthorized use or disclosure is strictly prohibited. Disclosure of this e-mail to anyone other than the intended addressee does not constitute waiver of privilege. If you have received this communication in error, please notify us immediately and delete this. Thank you for your cooperation. This message has not been encrypted. Special arrangements can be made for encryption upon request. If you no longer wish to receive e-mail messages from Miller Thomson, please contact the sender.

Visit our website at [www.millerthomson.com](http://www.millerthomson.com) for information about our firm and the services we provide.

Il est possible de [s'abonner](#) aux communications électroniques gratuites de Miller Thomson ou de s'en [désabonner](#) à tout moment.

CONFIDENTIALITÉ: Ce message courriel (y compris les pièces jointes, le cas échéant) est confidentiel et destiné uniquement à la personne ou à l'entité à qui il est adressé. Toute utilisation ou divulgation non permise est strictement interdite. L'obligation de confidentialité et de secret professionnel demeure malgré toute divulgation. Si vous avez reçu le présent courriel et ses annexes par erreur, veuillez nous en informer immédiatement et le détruire. Nous vous remercions de votre collaboration. Le présent message n'a pas été crypté. Le cryptage est possible sur demande spéciale. Communiquer avec l'expéditeur pour ne plus recevoir de courriels de la part de Miller Thomson.

Pour tout renseignement au sujet des services offerts par notre cabinet, visitez notre site Web à [www.millerthomson.com](http://www.millerthomson.com)

Bennett Jones is committed to mitigating the spread of COVID-19. We have transitioned to a remote work

environment and continue to provide complete and uninterrupted service to our clients. Visit our COVID-19 Resource Centre (<https://www.bennettjones.com/COVID-19>) for timely legal updates.

The contents of this message may contain confidential and/or privileged subject matter. If this message has been received in error, please contact the sender and delete all copies. Like other forms of communication, e-mail communications may be vulnerable to interception by unauthorized parties. If you do not wish us to communicate with you by e-mail, please notify us at your earliest convenience. In the absence of such notification, your consent is assumed. Should you choose to allow us to communicate by e-mail, we will not take any additional security measures (such as encryption) unless specifically requested.

If you no longer wish to receive commercial messages, you can unsubscribe by accessing this link: <http://www.bennettjones.com/unsubscribe>

**From:** Carhart, Jeffrey  
**Sent:** Friday, June 5, 2020 6:15 PM  
**To:** Sean Zweig <[ZweigS@bennettjones.com](mailto:ZweigS@bennettjones.com)>  
**Subject:** RE: Certus

Sean

Further to our discussions today, I have now spoken with TD Bank and Deloitte.

TD Bank has received Rob Mollenhauer's communication to the effect that the Certus Automotive Group of companies (collectively "Certus") intends to discontinue its going concern operations at this time.

That situation will, of course, constitute a fresh default under the loan arrangements between Certus and TD Bank.

Among other things, as you know, Certus has consented to the appointment of a Receiver in such a situation.

TD is mindful of the inter creditor agreement with FGI (which agreement Certus is also a party to).

As I mentioned to you in one of our discussions today, that inter creditor agreement contains obligations which, in plain terms, require ongoing payments to TD if the equipment which is subject to TD's security is used to generate assets which will be used to pay down the indebtedness to FGI. Based on the communications between the parties, it is TD's understanding that this is exactly what is going to happen over the next period of time, if events unfold in the manner that Certus and FGI plan.

In the circumstances, we suggest that we have a video and or telephone meeting/ discussion concerning how that process will unfold as far as Certus is planning – that meeting/ discussion would include (i) Certus (ii) Deloitte (iii) Bennett Jones (iv) Miller Thomson. We are available to have that discussion over the weekend. It may be beneficial to include FGI and/or Conway MacKenzie in that discussion given that, as I said, FGI has a significant stakeholding in the situation and given that, again, it is TD Bank's understanding that it is Certus's plan that the equipment that is subject to TD's security will be used to generate assets that will be used to pay down indebtedness to FGI. The goal of the discussion is to identify the most efficient, commercially reasonable approach to dealing with this situation, recognizing the security interests of TD Bank and FGI and the Intercreditor agreement (to which Certus is also a party).

Please advise as to your availability for such a discussion. In the meantime, I also take this opportunity to set out the amount of the indebtedness to TD Bank :

Statement of Indebtedness					
As at: June 5, 2020					
<b>Borrower:</b>		Certus Automotive Inc.			
Facility Type	Loan Number	Currency	Principal	Interest	Total
Term Loan	9233741-04-1728	CAD	\$9,500,000.02	\$24,778.08	\$9,524,778.10
Term Loan	9233741-18-1728	USD	\$7,125,000.00	\$22,643.84	\$7,147,643.84
<b>Total (CAD)</b>			<b>\$9,500,000.02</b>	<b>\$24,778.08</b>	<b>\$9,524,778.10</b>
<b>Total (USD)</b>			<b>\$7,125,000.00</b>	<b>\$22,643.84</b>	<b>\$7,147,643.84</b>

<b>Total (USD Equivalent) <sup>(1)</sup></b>			<b>\$14,157,869.43</b>	<b>\$40,987.10</b>	<b>\$14,198,856.53</b>
--	--	--	------------------------	--------------------	------------------------

(1) Based on Bank of Canada USD/CAD Rate of 1.3508 as at June 4, 2020.

Please provide a copy of this notice of default to all of the borrowers and guarantors with respect to the Certus indebtedness as you have done in the past.

Thank you.

**JEFFREY C. CARHART**  
Partner

**Miller Thomson LLP**

Scotia Plaza  
40 King Street West, Suite 5800  
P.O. Box 1011  
Toronto, Ontario M5H 3S1

**Direct Line:** +1 416.595.8615

**Fax:** +1 416.595.8695

**Email:** [jcarhart@millerthomson.com](mailto:jcarhart@millerthomson.com)

**[millerthomson.com](http://millerthomson.com)**

Connect with us on [LinkedIn](#)

View my [web page](#)



Please consider the environment before printing this email.

[Our COVID-19 preparedness and support commitment](#)

---

**From:** Carhart, Jeffrey  
**Sent:** Friday, June 5, 2020 3:16 PM  
**To:** Sean Zweig <[ZweigS@bennettjones.com](mailto:ZweigS@bennettjones.com)>  
**Subject:** RE: Certus

Sean...I just left you another voice message

Can you please call me back again at 416-237-0481

Thanks

**JEFFREY C. CARHART**  
Partner

**Miller Thomson LLP**

Scotia Plaza  
40 King Street West, Suite 5800

P.O. Box 1011  
Toronto, Ontario M5H 3S1  
**Direct Line:** +1 416.595.8615  
**Fax:** +1 416.595.8695  
**Email:** [jcarhart@millerthomson.com](mailto:jcarhart@millerthomson.com)  
**millerthomson.com**

Connect with us on [LinkedIn](#)  
View my [web page](#)



**Please consider the environment before printing this email.**

[Our COVID-19 preparedness and support commitment](#)

---

**From:** Sean Zweig [<mailto:ZweigS@bennettjones.com>]  
**Sent:** Friday, June 5, 2020 2:25 PM  
**To:** Carhart, Jeffrey <[jcarhart@millerthomson.com](mailto:jcarhart@millerthomson.com)>  
**Subject:** RE: Certus

Thanks. I will call you shortly.

 Sean Zweig  
**Partner\***, Bennett Jones LLP  
\*Denotes Professional Corporation

3400 One First Canadian Place, P.O. Box 130, Toronto, ON, M5X 1A4  
T. [416 777 6254](tel:4167776254) | F. [416 863 1716](tel:4168631716)  
E. [zweigs@bennettjones.com](mailto:zweigs@bennettjones.com)

---

**From:** Carhart, Jeffrey <[jcarhart@millerthomson.com](mailto:jcarhart@millerthomson.com)>  
**Sent:** Friday, June 5, 2020 2:23 PM  
**To:** Sean Zweig <[ZweigS@bennettjones.com](mailto:ZweigS@bennettjones.com)>  
**Subject:** RE: Certus

Sean....I left you a voice message on your office number

Again, I am at 416-237-0481

Thanks

**JEFFREY C. CARHART**  
Partner

**Miller Thomson LLP**  
Scotia Plaza  
40 King Street West, Suite 5800  
P.O. Box 1011  
Toronto, Ontario M5H 3S1  
**Direct Line:** +1 416.595.8615  
**Fax:** +1 416.595.8695  
**Email:** [jcarhart@millerthomson.com](mailto:jcarhart@millerthomson.com)  
**millerthomson.com**

Connect with us on [LinkedIn](#)  
View my [web page](#)



Please consider the environment before printing this email.

[Our COVID-19 preparedness and support commitment](#)

---

**From:** Carhart, Jeffrey  
**Sent:** Friday, June 5, 2020 1:03 PM  
**To:** Sean Zweig <[ZweigS@bennettjones.com](mailto:ZweigS@bennettjones.com)>  
**Subject:** RE: Certus

Yes, I am Sean

The best number is 416-237-0481

Thanks

**JEFFREY C. CARHART**  
Partner

**Miller Thomson LLP**  
Scotia Plaza  
40 King Street West, Suite 5800  
P.O. Box 1011  
Toronto, Ontario M5H 3S1  
**Direct Line:** +1 416.595.8615  
**Fax:** +1 416.595.8695  
**Email:** [jcarhart@millerthomson.com](mailto:jcarhart@millerthomson.com)  
**millerthomson.com**

Connect with us on [LinkedIn](#)  
View my [web page](#)



Please consider the environment before printing this email.

[Our COVID-19 preparedness and support commitment](#)

---

**From:** Sean Zweig [<mailto:ZweigS@bennettjones.com>]  
**Sent:** Friday, June 5, 2020 12:56 PM  
**To:** Carhart, Jeffrey <[jcarhart@millerthomson.com](mailto:jcarhart@millerthomson.com)>  
**Subject:** [\*\*EXT\*\*] Certus

You free to speak?

Sean Zweig



**Partner\***, Bennett Jones LLP  
\*Denotes Professional Corporation

3400 One First Canadian Place, P.O. Box 130, Toronto, ON, M5X 1A4  
T. 416 777 6254 | F. 416 863 1716  
E. [zweigs@bennettjones.com](mailto:zweigs@bennettjones.com)

Bennett Jones is committed to mitigating the spread of COVID-19. We have transitioned to a remote work environment and continue to provide complete and uninterrupted service to our clients. Visit our COVID-19 Resource Centre (<https://www.bennettjones.com/COVID-19>) for timely legal updates.

The contents of this message may contain confidential and/or privileged subject matter. If this message has been received in error, please contact the sender and delete all copies. Like other forms of communication, e-mail communications may be vulnerable to interception by unauthorized parties. If you do not wish us to communicate with you by e-mail, please notify us at your earliest convenience. In the absence of such notification, your consent is assumed. Should you choose to allow us to communicate by e-mail, we will not take any additional security measures (such as encryption) unless specifically requested.

If you no longer wish to receive commercial messages, you can unsubscribe by accessing this link:  
<http://www.bennettjones.com/unsubscribe>

-----  
[EXTERNAL EMAIL / COURRIEL EXTERNE]

Please report any suspicious attachments, links, or requests for sensitive information.

Veillez rapporter la présence de pièces jointes, de liens ou de demandes d'information sensible qui vous semblent suspects.

-----  
You can [subscribe](#) to Miller Thomson's free electronic communications, or [unsubscribe](#) at any time.

CONFIDENTIALITY: This e-mail message (including attachments, if any) is confidential and is intended only for the addressee. Any unauthorized use or disclosure is strictly prohibited. Disclosure of this e-mail to anyone other than the intended addressee does not constitute waiver of privilege. If you have received this communication in error, please notify us immediately and delete this. Thank you for your cooperation. This message has not been encrypted. Special arrangements can be made for encryption upon request. If you no longer wish to receive e-mail messages from Miller Thomson, please contact the sender.

Visit our website at [www.millerthomson.com](http://www.millerthomson.com) for information about our firm and the services we provide.

Il est possible de [s'abonner](#) aux communications électroniques gratuites de Miller Thomson ou de s'en [désabonner](#) à tout moment.

CONFIDENTIALITÉ: Ce message courriel (y compris les pièces jointes, le cas échéant) est confidentiel et destiné uniquement à la personne ou à l'entité à qui il est adressé. Toute utilisation ou divulgation non permise est strictement interdite. L'obligation de confidentialité et de secret professionnel demeure malgré toute divulgation. Si vous avez reçu le présent courriel et ses annexes par erreur, veuillez nous en informer immédiatement et le détruire. Nous vous remercions de votre collaboration. Le présent message n'a pas été crypté. Le cryptage est possible sur demande spéciale. Communiquer avec l'expéditeur pour ne plus recevoir de courriels de la part de Miller Thomson.



Pour tout renseignement au sujet des services offerts par notre cabinet, visitez notre site Web à [www.millerthomson.com](http://www.millerthomson.com)

Bennett Jones is committed to mitigating the spread of COVID-19. We have transitioned to a remote work environment and continue to provide complete and uninterrupted service to our clients. Visit our COVID-19 Resource Centre (<https://www.bennettjones.com/COVID-19>) for timely legal updates.

The contents of this message may contain confidential and/or privileged subject matter. If this message has been received in error, please contact the sender and delete all copies. Like other forms of communication, e-mail communications may be vulnerable to interception by unauthorized parties. If you do not wish us to communicate with you by e-mail, please notify us at your earliest convenience. In the absence of such notification, your consent is assumed. Should you choose to allow us to communicate by e-mail, we will not take any additional security measures (such as encryption) unless specifically requested.

If you no longer wish to receive commercial messages, you can unsubscribe by accessing this link: <http://www.bennettjones.com/unsubscribe>

**SCHEDULE B**  
**CURRENT INDEBTEDNESS**

**Statement of Indebtedness**  
As at: July 13, 2020

**Borrower:** Certus Automotive Inc.

Facility Type	Loan Number	Currency	Principal	Interest	Total
Term Loan	9233741-04-1728	CAD	\$9,500,000.02	\$40,264.38	\$9,540,264.40
Term Loan	9233741-18-1728	USD	\$7,125,000.00	\$36,796.23	\$7,161,796.23
Unauthorized Overdraft	5233741-1728	CAD	\$0.00	\$534.04	\$534.04
Unauthorized Overdraft	7314304-1728	USD	\$0.00	\$460.73	\$460.73
<b>Total (CAD)</b>			<b>\$9,500,000.02</b>	<b>\$40,798.42</b>	<b>\$9,540,798.44</b>
<b>Total (USD)</b>			<b>\$7,125,000.00</b>	<b>\$37,256.96</b>	<b>\$7,162,256.96</b>

<b>Total (USD Equivalent) <sup>(1)</sup></b>			<b>\$14,127,284.97</b>	<b>\$67,328.77</b>	<b>\$14,194,613.74</b>
--	--	--	------------------------	--------------------	------------------------

(1) Based on Bank of Canada USD/CAD Rate of 1.3567 as at July 13, 2020.

**This is Exhibit "M" referred to in the affidavit  
of JEFFREY SWAN, SWORN BEFORE ME  
6/18/2021  
this \_\_\_\_\_.**

DocuSigned by:

*Asim Iqbal*

\_\_\_\_\_  
A COMMISSIONER FOR TAKING AFFIDAVITS

Court File No.

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

THE HONOURABLE )  
 )  
JUSTICE ) DAY OF \_\_\_\_\_, 2019

**THE TORONTO-DOMINION BANK**

Applicant

- and -

**CERTUS AUTOMOTIVE INC., KEEN POINT INTERNATIONAL INC.,  
KEEN POINT INTERNATIONAL, INC., R.I.M. MANAGEMENT CO., CERTUS  
AUTOMOTIVE, S. de R.L. de C.V., CERTUS AUTOMOTIVE, INC., CERTUS  
AUTOMOTIVE SHENZHEN CO. LTD., CERTUS AUTOMOTIVE, (HK) LIMITED,  
CERTUS AUTOMOTIVE (EUROPE) GmbH, KORP CO., KORP CO. II,  
and R. MOLLENHAUER HOLDINGS I INC.**

Respondents

**IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 243 OF THE  
BANKRUPTCY AND INSOLVENCY ACT, RSC 1985, c B-3, AS AMENDED AND  
SECTION 101 OF THE COURTS OF JUSTICE ACT, RSO 1990, c 43, AS AMENDED**

**ORDER  
(Appointing Receiver)**

THIS MOTION made by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “**CJA**”) appointing Deloitte Restructuring Inc. as receiver and manager (in such capacities, the “**Receiver**”) without security, of all of the assets, undertakings and properties of CERTUS AUTOMOTIVE INC., KEEN POINT INTERNATIONAL INC., KEEN POINT INTERNATIONAL, INC., R.I.M. MANAGEMENT CO., CERTUS AUTOMOTIVE, S. de R.L. de C.V., CERTUS AUTOMOTIVE, INC., CERTUS AUTOMOTIVE SHENZHEN CO. LTD., CERTUS

AUTOMOTIVE, (HK) LIMITED, CERTUS AUTOMOTIVE (EUROPE) GmbH, KORP CO., KORP CO. II, and R. MOLLENHAUER HOLDINGS I INC. (the collectively, the “**Debtors**” or the “**Certus Automotive Group**”) acquired for, or used in relation to a business carried on by the Debtors, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of ● sworn ● ●, 2019 and the Exhibits thereto and on hearing the submissions of counsel for Applicant and the Debtors, no one appearing although duly served as appears from the affidavit of service of ● sworn ● ●, 2019 and on reading the consent of Deloitte Restructuring Inc. to act as the Receiver,

### **SERVICE**

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

### **APPOINTMENT**

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, Deloitte Restructuring Inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtors acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (the “**Property**”).

### **RECEIVER’S POWERS**

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

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;

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

instituted with respect to the Debtors, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
  - (i) without the approval of this Court in respect of any transaction not exceeding \$ \_\_\_\_\_, provided that the aggregate consideration for all such transactions does not exceed \$ \_\_\_\_\_; and
  - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

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

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;



- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have;
- (r) to commence a foreign legal proceeding to seek the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, in the United States of America, in Mexico, in China, in Hong Kong, and in Germany, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order; and
- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

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

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

4. THIS COURT ORDERS that (i) the Debtors, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the

foregoing, collectively, being “Persons” and each being a “Person”) shall forthwith advise the Receiver of the existence of any Property in such Person’s possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver’s request.

5. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the “**Records**”) in that Person’s possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

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

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

#### **NO PROCEEDINGS AGAINST THE RECEIVER**

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

#### **NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY**

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

#### **NO EXERCISE OF RIGHTS OR REMEDIES**

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

### **NO INTERFERENCE WITH THE RECEIVER**

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

### **CONTINUATION OF SERVICES**

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

### **RECEIVER TO HOLD FUNDS**

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

**EMPLOYEES**

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

**PIPEDA**

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

**LIMITATION ON ENVIRONMENTAL LIABILITIES**

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

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

### **LIMITATION ON THE RECEIVER’S LIABILITY**

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

### **RECEIVER’S ACCOUNTS**

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

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

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

### FUNDING OF THE RECEIVERSHIP

21. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$ \_\_\_\_\_ (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the “**Receiver’s Borrowings Charge**”) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver’s Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

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

**SERVICE AND NOTICE**

25. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the “**Protocol**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: ●

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

**GENERAL**

27. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

28. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.

29. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, in the United States of America, in Mexico, in China, in Hong Kong, and in Germany, to give effect to this Order and to assist the



Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

30. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

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

32. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

---

**SCHEDULE "A"**

**RECEIVER CERTIFICATE**

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

1. THIS IS TO CERTIFY that Deloitte Restructuring Inc., the receiver (the "**Receiver**") of the assets, undertakings and properties [DEBTORS' NAME(S)] acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the \_\_\_ day of \_\_\_\_\_, 2019 (the "**Order**") made in an action having Court file number \_\_\_-CL-\_\_\_\_\_, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ \_\_\_\_\_, being part of the total principal sum of \$ \_\_\_\_\_ which the Receiver is authorized to borrow under and pursuant to the Order.

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

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

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Deloitte Restructuring Inc., solely in its capacity  
as Receiver of the Property, and not in its  
personal capacity

Per: \_\_\_\_\_

Name:

Title:

**This is Exhibit "N" referred to in the affidavit  
of JEFFREY SWAN, SWORN BEFORE ME  
6/18/2021  
this \_\_\_\_\_.**

DocuSigned by:

*Asim Iqbal*

8F656F5F9BC8405...

**A COMMISSIONER FOR TAKING AFFIDAVITS**

**INTERCREDITOR AND SUBORDINATION AGREEMENT** entered into on November 15, 2019,

**BY AND BETWEEN:** **FGI WORLDWIDE LLC**  
 (“**FGI**”);

**AND:** **THE TORONTO-DOMINION BANK**  
 (“**TDB**”).

**WHEREAS** the Parties are desirous of establishing certain priorities of rank with respect to their security charging the assets of and guarantees granted by each of Certus Automotive, S. de R.L. de C.V. (“Certus MX”), Certus Automotive Inc. (“Certus-U.S.”), Keen Point International, Inc. (“Keen-U.S.”; and together with Certus-U.S., the “U.S. Sellers”), Keen Point International Inc. (“Keen-CA”), Certus Automotive Inc. (“Certus-CA”; and together with Keen-CA, the “Canadian Sellers” and collectively with the U.S. Sellers and the Canadian Sellers, hereinafter the “Certus Entities” and each a “Certus Entity”) in accordance with the terms, conditions and provisions hereof;

**NOW THEREFORE, THE PARTIES COVENANT AS FOLLOWS:**

**1. DEFINITIONS AND INTERPRETATIONS**

1.1 Whenever used herein:

- (a) “**BIA**” means the *Bankruptcy and Insolvency Act* (Canada) or any similar law in any other jurisdiction;
- (b) “**CCAA**” means the *Companies Creditors Arrangement Act* (Canada);
- (c) “**Debtor Relief Laws**” means, in any jurisdiction, federal, state, provincial or territorial, any applicable liquidation, conservatorship, compositions, extensions generally with creditors, bankruptcy, fraudulent conveyance, assignment for the benefit of creditors, formal or informal moratoria, rearrangement, receivership, insolvency, reorganization, proceedings seeking reorganization, arrangement, or other similar relief, or similar laws affecting the rights, remedies or recourse of creditors generally, including without limitation the BIA, the CCAA and WURA, each as are in effect from time to time, or other similar laws applicable to Certus Mexico including the *Ley de Concursos Mercantiles*.

**INTERCREDITOR AND SUBORDINATION  
AGREEMENT  
BETWEEN FGI AND TDB**

---

- (d) “**FGI**” means FGI Worldwide LLC, as well as its successors, representative and assigns to the extent permitted hereunder;
- (e) “**FGI Debt**” means the full amount of any and all present and future indebtedness and obligations, of any nature or source whatsoever, of the Certus Entities and/or any of their affiliates towards FGI, plus all applicable interest (and compound interest, if any) thereon, costs and expenses (to the extent applicable and/or chargeable under the FGI Security) and all accessories thereto, and any indemnities or other amounts owing in connection therewith;
- (f) “**FGI Property**” means the Property granted as security interest under the FGI Security;
- (g) “**FGI Security**” means (i) all security interests, including without limitation pledges, and non-possessory pledges, presently or in the future, held by FGI over any or all of the Property, as well as all substitutions, replacements and/or renewals thereof, and (ii) all corporate or personal guarantees granted by the Certus Entities in favour of FGI;
- (h) “**Notice**” means written notice by FGI to TDB, or *vice versa*, delivered by personal delivery, courier, bailiff or facsimile transmission and addressed:
- (i) if to FGI: 80 Broad Street, 22<sup>nd</sup> Floor  
New York, New York 10004
- Attention: Chris Fulman and/or Sami  
Altaher  
Fax: (212) 248-3404
- (ii) if to TDB: 66 Wellington Street West  
39<sup>th</sup> Floor  
Toronto, Ontario M5K 1E9
- Attention: Jeffrey Swan  
Fax: (416) 982-7710

until Notice by one to the other of any change of address;

- (i) “**Parties**” means FGI and TDB;
- (j) “**Preservation Enforcement Action**” means any of:
- (i) the provision by TDB of a notice of default to any Certus Entity;

**INTERCREDITOR AND SUBORDINATION  
AGREEMENT  
BETWEEN FGI AND TDB**

---

- (ii) the commencement or initiation of any action required to comply with statutory limitation periods (provided that such proceeding is then stayed);
- (iii) the making of a demand with respect to a payment permitted hereunder or any reimbursement or indemnification obligation;
- (iv) any acceleration of the time for payment of any of the TDB Debt following a default thereunder;
- (v) the filing of a proof of claim or similar instrument with respect to the TDB Debt in any insolvency proceeding;
- (vi) the voting of a claim with respect to the TDB Debt in any insolvency proceeding in accordance with the terms of this Agreement;
- (vii) the institution of a default rate of interest;
- (viii) the commencement or initiation of any action for specific performance or injunctive relief in respect of covenants which do not directly or indirectly require the payment of money; or
- (ix) the taking of any action required to preserve the validity, efficacy or priority of the TDB Debt or TDB Security, including the commencement or initiation of any action required to comply with statutory limitation periods (provided that such proceeding is then stayed);
- (k) **“Property”** means all present and future movable or personal property, corporeal and incorporeal, tangible and intangible, of any nature or form whatsoever and wherever situated, presently or in the future owned by any Certus Entity or in which a Certus Entity presently or in the future has any interest (to the extent of such interest);
- (l) **“Representative”** means any interim receiver, receiver, agent, bankruptcy trustee, trustee under proposal, liquidator, monitor, administrator, coordinator or any other similar appointee in respect of any Certus Entity;
- (m) **“Sale”** means any sale of the whole or any portion of the Property made by:
  - (i) a Certus Entity, FGI or TDB;
  - (ii) any Representative; or
  - (iii) any creditor, bailiff or any other person acting under any legal process;

**INTERCREDITOR AND SUBORDINATION  
AGREEMENT  
BETWEEN FGI AND TDB**

---

- (n) **“TDB”** means The Toronto-Dominion Bank, as well as its successors, representatives and assigns to the extent permitted hereunder;
- (o) **“TDB Debt”** means the full amount of any and all present and future indebtedness and obligations, of any nature or source whatsoever, of the Certus Entities and/or any of their affiliates towards TDB, plus all applicable interest (and compound interest, if any) thereon, costs and expenses (to the extent applicable and/or chargeable under the TDB Security) and all accessories thereto, and any indemnities or other amounts owing in connection therewith;
- (p) **“TDB Existing Pledges”** means: a) the non-possessory pledge granted by Certus MX over the TDB Machinery and Equipment, pursuant to the non-possessory pledge agreements dated March 9, 2018, as amended to the date hereof and as may be further amended, restated, supplemented from time to time, entered into among Certus MX as pledgor and TDB as pledgee; and b) the non-possessory pledge granted by Certus-CA over the TDB Machinery and Equipment, pursuant to the non-possessory pledge agreements dated March 15, 2018, as amended to the date hereof as may be further amended, restated, supplemented from time to time, entered into among Certus-CA as pledgor and TDB as pledgee, and **“TDB Existing Pledge”** means any one of the TDB Existing Pledges;
- (q) **“TDB Machinery and Equipment”** means all of the machinery and equipment that is currently pledged in favor of TDB pursuant to the TDB Existing Pledges as amended to the date hereof;
- (r) **“TDB Property”** means the Property granted as security interest under the TDB Security;
- (s) **“TDB Security”** means, (i) all security interests, including without limitation pledges and non-possessory pledges, presently or in the future, held by TDB over any or all of the Property, as well as all substitutions, replacements and/or renewals thereof, other than the TDB Existing Pledges which shall have the treatment and ranking as stipulated in this Agreement; and (ii) all corporate or personal guarantees granted by the Certus Entities in favour of TDB.
- (t) **“Trigger Event”** means the occurrence of either:
- (i) a bankruptcy of any Certus Entity;
  - (ii) any proceeding is commenced by or against a Certus Entity under any Debtor Relief Laws;



**INTERCREDITOR AND SUBORDINATION  
AGREEMENT  
BETWEEN FGI AND TDB**

---

- (iii) a Certus Entity filing a proposal or a notice of intention to file a proposal under the relevant provisions of the BIA;
  - (iv) a Certus Entity obtaining a stay of proceedings pursuant to the relevant provisions of the CCAA;
  - (v) the appointment of a Representative in respect of the whole or any substantial portion of the Property of any Certus Entity;
  - (vi) an event of default occurs under the FGI Security; or
  - (vii) an event of default occurs under the TDB Security and/or the TDB Existing Pledges;
- (u) **“Use Period”** means a period in favor of FGI after the occurrence of a Trigger Event which shall:
- (i) commence upon the giving of a Notice by one party to the other, advising that:
    - A- a “default”, “event of default” or similar occurrence has occurred and is unremedied at the time of the giving of such Notice in respect of or under the TDB Security or FGI Security; and
    - B- the notifying party intends to enforce its security charging the relevant Property; and
  - (ii) terminate on the earlier of:
    - A- seven days immediately following Notice by FGI to TDB advising that FGI is putting an end to the Use Period; and
    - B- 180 days immediately following receipt of the Notice envisaged by paragraph (i) above by the notified party; and
- (v) **“WURA”** means the *Winding-up and Restructuring Act (Canada)*.

**2. CONSENT TO CREATION AND EXISTENCE OF SECURITY**

- 2.1 FGI, subject to the terms, conditions and provisions hereof, hereby consents to the existence of the TDB Security and the TDB Existing Pledges.
- 2.2 TDB, subject to the terms, conditions and provisions hereof, hereby consents to the creation and existence of the FGI Security.

**INTERCREDITOR AND SUBORDINATION  
AGREEMENT  
BETWEEN FGI AND TDB**

---

**3. ESTABLISHMENT OF PRIORITIES**

- 3.1 TDB hereby cedes, subordinates gives and grants to and in favor of FGI complete first priority of rank under the FGI Security ahead of the TDB Security over all of the Property (other than the TDB Machinery and Equipment), up to the full amount of the FGI Debt, and in respect of the Property (other than the TDB Machinery and Equipment), the TDB Debt is hereby postponed. In addition, the Parties hereto hereby recognize and agree that FGI shall have a second priority rank security interest over the TDB Machinery and Equipment.
- 3.2 TDB acknowledges that once the secured obligations under the TDB Existing Pledges are fulfilled, FGI shall automatically have first priority of rank over the TDB Machinery and Equipment.
- 3.3 FGI hereby acknowledges the existence of the TDB Existing Pledges, and hereby cedes, subordinates, gives and grants to and in favor of TDB first priority of rank under the TDB Existing Pledges ahead of the FGI Security over the TDB Machinery and Equipment up to the full amount of the TDB Debt.
- 3.4 As a result of the foregoing, and for the avoidance of any doubt, the FGI Security and the TDB Security shall rank over the Property as follows:
- (a) FGI shall have a first priority security interest over all of the Property, which shall rank ahead of the TDB Security, up to the full amount of the FGI Debt, except for the TDB Machinery and Equipment (currently pledged under the Existing TDB Pledges);
  - (b) TDB shall have a second priority security interest over all of the Property, up to the full amount of the TDB Debt, except for the TDB Machinery and Equipment;
  - (c) TDB shall have a first priority security interest over the TDB Machinery and Equipment, which shall rank ahead of the FGI Security, and
  - (d) FGI shall have a second priority security interest over the TDB Machinery and Equipment.

**4. SALE OF PROPERTY**

- 4.1 In the event of any Sale of the TDB Machinery and Equipment:
- (a) TDB shall be entitled to be paid the proceeds of any such Sale of the TDB Machinery and Equipment in priority to FGI, up to the full amount of the TDB Debt;

**INTERCREDITOR AND SUBORDINATION  
AGREEMENT  
BETWEEN FGI AND TDB**

---

- (b) FGI shall not, in any manner whatsoever, deter TDB or any Representative (acting on TDB's behalf or with TDB's consent) from realizing upon the TDB Machinery and Equipment; and
  - (c) FGI shall be deemed to have released and discharged any FGI Security over the TDB Machinery and Equipment forming the object of such Sale and shall, on simple request by TDB therefor, grant formal release and discharge thereof, subject to FGI's right to receive any proceeds of such Sale in excess of the TDB Debt.
- 4.2 In the event of any Sale of any FGI Property (other than TDB Machinery and Equipment):
- (a) FGI shall be entitled to be paid the proceeds of such Sale of FGI Property (other than TDB Machinery and Equipment) in first priority with respect to TDB, up to the full amount of the FGI Debt;
  - (b) TDB shall not in any manner whatsoever, deter FGI or any Representative (acting on FGI's behalf or with FGI's consent) from realizing upon the FGI Property (other than TDB Machinery and Equipment); and
  - (c) in the event that the TDB Security covers any FGI Property (other than TDB Machinery and Equipment), TDB shall be deemed to have released and discharged any TDB Security over the FGI Property (other than TDB Machinery and Equipment) forming the object of such Sale and shall, upon simple request by FGI therefor, grant formal release and discharge thereof, subject to TDB's right to receive any proceeds of such Sale in excess of the FGI Debt.

**INTERCREDITOR AND SUBORDINATION  
AGREEMENT  
BETWEEN FGI AND TDB**

---

- 4.3 Notwithstanding the terms of the TDB Debt, TDB shall not, directly or indirectly, take or initiate (a) the enforcement or exercise of any TDB Security over any or all of the FGI Property (whether through court proceeding or otherwise) or any action in furtherance thereof or (b) the appointment of a receiver or receiver and manager of any of the FGI Property,
- 4.4 Notwithstanding Section 4.3, TDB may, in respect of the TDB Debt and the TDB Machinery & Equipment only, (i) take any Preservation Enforcement Action, at any time; and (ii) following the conclusion of the Use Period only, enforce or exercise any TDB Security over TDB Machinery & Equipment, including without limitation by the appointment of a receiver or a receiver any manager of the TDB Machinery & Equipment, provided that such enforcement does not impact any other FGI Property.

**5. POSSESSION OF PROPERTY OR PROCEEDS**

- 5.1 In the event that TDB or any Representative (acting on TDB's behalf or with TDB's consent) takes possession of or commences otherwise to realize upon the whole or any portion of the FGI Property (other than TDB Machinery and Equipment) under the TDB Security, then TDB or such Representative shall immediately, upon request by FGI therefor, surrender, deliver and yield possession of such FGI Property to and in favor of FGI.
- 5.2 In the event that FGI or any Representative (acting on FGI's behalf or with FGI's consent) takes possession of or commences otherwise to realize upon the whole or any portion of the TDB Machinery and Equipment under the FGI Security, then FGI or such Representative shall immediately, upon request by TDB therefor, surrender, deliver and yield possession of such TDB Machinery and Equipment to and in favor of TDB.
- 5.3 Any proceeds of Property of any Certus Entity received by TDB or FGI shall be applied in accordance with Section 4.1(a) and Section 4.2(a) hereof, and in the event that the source of such proceeds cannot be identified, it will be deemed to be payable under Section 4.2(a) hereof.
- 5.4 After the occurrence of a Trigger Event, any payments received by TDB from or on behalf of a Certus Entity (other than proceeds of TDB Machinery and Equipment) shall be deemed to be proceeds of accounts receivable forming FGI Property and shall be applied in accordance with Section 4.2(a) hereof.

**6. USE OF TDB PROPERTY**

- 6.1 Notwithstanding any other provisions of this Intercreditor and Subordination Agreement to the contrary, FGI or any Representative (acting on FGI's behalf or with FGI's consent) shall, at FGI's sole option (and without any obligation on FGI's part) be entitled to

**INTERCREDITOR AND SUBORDINATION  
AGREEMENT  
BETWEEN FGI AND TDB**

---

possess and use all of the TDB Property and the TDB Machinery and Equipment during the Use Period, provided always that FGI ensures that:

- (a) all of the TDB Property and the TDB Machinery and Equipment are insured (in the same manner and to the same extent that it was insured prior to the Use Period) with all proceeds under such insurance policy being payable to TDB;
- (b) the TDB Property and the TDB Machinery and Equipment are used and cared for a businesslike manner and prudently, to the same extent that it was cared for and used prior to the Use Period; and
- (c) TDB receives payment equal to the daily interest then payable prior to default by the Borrower on the principal outstanding balance of the TDB Debt for each day during (but neither before nor after) the Use Period.

6.2 FGI shall be responsible for all fees, charges and other expenses in respect of its use and maintenance of the TDB Property and the TDB Machinery and Equipment during the Use Period, including insurance, and hold TDB harmless of any loss or damage caused by the fault or negligence of FGI to the TDB Property and the TDB Machinery and Equipment during the Use Period.

6.3 In the event that FGI or any Representative (acting on FGI's behalf or with FGI's consent) possesses and uses the TDB Property or the TDB Machinery and Equipment during the Use Period as envisaged by Section 6.1 hereof, TDB shall:

- (a) be entitled to fully access and examine the TDB Property and the TDB Machinery and Equipment (during reasonable business hours and upon reasonable notice), provided and only to the extent that such actions by TDB do not prejudice or limit FGI's ability to use the Property, including the TDB Property and the TDB Machinery and Equipment;
- (b) be entitled to issue and register a prior notice of its intention to enforce the TDB Security; and
- (c) refrain from removing the TDB Property and the TDB Machinery and Equipment from the premises of the applicable Certus Entity.

6.4 At the expiry of the Use Period, TDB shall be fully entitled to remove the TDB Property and the TDB Machinery and Equipment from the premises of the applicable Certus Entity, to the extent permitted by law.

**INTERCREDITOR AND SUBORDINATION  
AGREEMENT  
BETWEEN FGI AND TDB**

---

**7. EXTENT OF PRIORITIES**

7.1 The priorities granted and agreed to hereunder shall be and remain in full force and effect notwithstanding:

- (b) the time or sequence of creation, granting, execution, delivery, attachment, registration (to the extent registration is required), perfection, crystallization or enforcement of any of the FGI Security and the TDB Security respectively;
- (c) the jurisdictions where any of the FGI Security or TDB Security is registered, or the failure of FGI or TDB to properly register or perfect any of the FGI Security or TDB Security in any particular jurisdiction;
- (d) the time or sequence of any loan or advance or other extension of credit made to any Certus Entity;
- (e) the time of any Trigger Event or demand;
- (f) any priority otherwise accorded to the Security by any principle of law or in any statute;
- (g) the provisions of the instruments or documents creating any of the FGI Security or TDB Security; or
- (h) any and all priorities of rank presently or in the future existing under law.

7.2 For greater certainty, nothing herein contained shall, in any manner whatsoever, affect any security interests held by FGI or TDB over any present or future property or assets owned by any person(s) other than the Certus Entities.

**8. ASSIGNMENT**

Each of FGI and TDB shall be entitled, upon prior written consent from the other, to transfer and assign their respective rights, title and interest in and to the present Intercreditor and Subordination Agreement to and in favor of any transferee or assignee of the FGI Security and the TDB Security respectively provided that any transferee or assignee of the FGI Security or the TDB Security shall be bound by and respect the terms, conditions and provisions of the present Intercreditor and Subordination Agreement.

**INTERCREDITOR AND SUBORDINATION  
AGREEMENT  
BETWEEN FGI AND TDB**

---

**9. MISCELLANEOUS**

- 9.1 For the purpose of perfecting any pledged collateral forming FGI Property in which TDB has a secondary interest, TDB appoints FGI as its agent, without representation, warranty or covenant thereon.
- 9.2 Nothing in this Agreement shall require or obligate FGI to enforce or realize upon, or continue any enforcement or realization upon, any FGI Security.
- 9.3 Subject to its right to enforce this Agreement, TDB shall not, in any manner, contest, oppose or otherwise bring into question the validity, priority, perfection or enforceability of any of the FGI Security or any of the other documents made by the Certus Entities in favour of FGI. Subject to its right to enforce this Agreement, FGI shall not, in any manner, contest, oppose or otherwise bring into question the validity, priority, perfection or enforceability of any of the TD Security or any of the other documents made by the Certus Entities in favour of TDB.
- 9.4 To the extent any payment of FGI Debt (whether by or on behalf of any Certus Entity, as proceeds of realization or otherwise) is declared to be fraudulent or preferential, set aside or required to be paid to a trustee, receiver or other similar Person under any bankruptcy, insolvency, receivership or similar law, then if such payment is recoverable by, or paid over to, such trustee, receiver or other Person, the FGI Debt or part thereof originally intended to be satisfied shall be deemed to be reinstated and outstanding as if such payment had not occurred. TDB agrees that, in such event, any payment received by TDB on the TDB Debt shall be deemed to have been received by it in trust for FGI and shall promptly be paid over to FGI until the FGI Debt is paid in full in cash, unless the time of receipt by TDB of such payment precedes a Trigger Event. Such remittance obligation of TDB shall survive the termination of this Agreement.
- 9.5 Subject to Section 9.6 hereto, TDB agrees that, in an insolvency proceeding:
- (i) FGI may consent to the use of cash collateral or provide Certus Entity-in-possession financing to any Certus Entity on such terms and conditions and in such amounts as the FGI, in their sole discretion, may decide and, in connection therewith, the Certus Entities may grant Liens to FGI upon any or all Property (other than TDB Machinery and Equipment), which Liens shall rank in priority to the TDB Security;
  - (ii) it shall not provide debtor-in possession financing to any of the Certus Entities if any FGI has agreed or is willing to do so;
  - (iii) it waives any claim it may now or hereafter have against FGI as debtor - in-possession lender in connection with any cash collateral arrangement;

**INTERCREDITOR AND SUBORDINATION  
AGREEMENT  
BETWEEN FGI AND TDB**

---

- (iv) it shall not seek to have any stay of proceedings lifted with respect to any Property (other than TDB Machinery and Equipment);
- (v) it shall not seek to chair, join or otherwise participate in any creditor's committee;
- (vi) its shall take all actions consistent with (and not take any actions inconsistent with) the terms and conditions of this Agreement as may be reasonable requested by FGI to effect the subordination provided for herein; and
- (vii) it shall not vote against, object to, or otherwise oppose:
  - A- a sale or other disposition of any Property (other than TDB Machinery and Equipment) subject to the FGI Security free and clear of the TDB Security if FGI has consented to such sale or disposition; or
  - B- any motion filed or supported by the FGI with respect to the matters set out above.

9.6 The Parties agree to act in good faith and in a commercially reasonable manner in respect of all matters arising pursuant to or in connection with this Agreement.

9.7 The interpretation, validity and enforcement of the present Intercreditor and Subordination Agreement shall be subject to and governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

9.8 For any judicial proceeding in connection with this Agreement, the parties hereto irrevocably submit to the jurisdiction of the competent courts of the Province of Ontario and the parties expressly waive their right to submit to any other courts or jurisdiction to which they may be entitled for reason of their present or future domicile or for any other reason.

The parties agree that any judgement issued by a Canadian Court in connection with this Agreement regarding the assets located in Mexico must be sent to the competent courts in Mexico in order for a Mexican tribunal to execute and make enforceable such judgement in accordance with the applicable laws of Mexico.

9.9 The headings herein contained are for the purpose of convenience and ease of reference only and will not be deemed to form part of this Agreement nor to affect the interpretation of construction hereof.



**INTERCREDITOR AND SUBORDINATION  
AGREEMENT  
BETWEEN FGI AND TDB**

---

- 9.10 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same agreement.
- 9.11 The Parties herein acknowledge that they have requested and are satisfied that the foregoing as well as all notices, actions and legal proceedings be drawn up in the English language./*Les parties et les intervenants à cette convention reconnaissent avoir exigé que ce qui précède ainsi que tous avis, actions ou procédures légales soient rédigés et exécutés en anglais et s'en déclarent satisfaits.*


**[SIGNATURES ON FOLLOWING PAGE]**

**INTERCREDITOR AND SUBORDINATION  
AGREEMENT  
BETWEEN FGI AND TDB**

---

**IN WITNESS WHEREOF**, the Parties have executed these presents on the date hereinabove first mentioned.

**FGI WORLDWIDE LLC**

Per:   
Name: David D. Piero  
Title: President

**THE TORONTO-DOMINION BANK**

Per: \_\_\_\_\_  
Name:  
Title:

Each Certus Entity expressly acknowledges having taken due cognizance of all of the terms, conditions and provisions of this Agreement and consent hereto for all purposes.

**CERTUS AUTOMOTIVE, S. DE R.L. DE C.V.**

Per: \_\_\_\_\_  
Name:  
Title:

**CERTUS AUTOMOTIVE INC. (U.S.)**

Per: \_\_\_\_\_  
Name:  
Title:

**INTERCREDITOR AND SUBORDINATION  
AGREEMENT  
BETWEEN FGI AND TDB**

---

**IN WITNESS WHEREOF**, the Parties have executed these presents on the date hereinabove first mentioned.

**FGI WORLDWIDE LLC**

Per: \_\_\_\_\_  
Name:  
Title:

**THE TORONTO-DOMINION BANK**

Per: \_\_\_\_\_  
Name: *JEFFREY SWAN*  
Title: *DIRECTOR*

Each Certus Entity expressly acknowledges having taken due cognizance of all of the terms, conditions and provisions of this Agreement and consent hereto for all purposes.

**CERTUS AUTOMOTIVE, S. DE R.L. DE C.V.**

Per: \_\_\_\_\_  
Name:  
Title:

**CERTUS AUTOMOTIVE INC. (U.S.)**

Per: \_\_\_\_\_  
Name:  
Title:

**INTERCREDITOR AND SUBORDINATION  
AGREEMENT  
BETWEEN FGI AND TDB**

---

IN WITNESS WHEREOF, the Parties have executed these presents on the date hereinabove first mentioned.

**FGI WORLDWIDE LLC**


Per: \_\_\_\_\_  
Name:  
Title:

**THE TORONTO-DOMINION BANK**

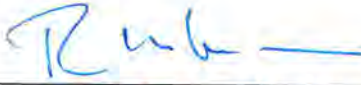
Per: \_\_\_\_\_  
Name:  
Title:

Each Certus Entity expressly acknowledges having taken due cognizance of all of the terms, conditions and provisions of this Agreement and consent hereto for all purposes.

**CERTUS AUTOMOTIVE, S. DE R.L. DE C.V.**

Per:   
Name: Rob Mollenhauer  
Title: President

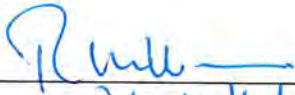
**CERTUS AUTOMOTIVE INC. (U.S.)**

Per:   
Name: Rob Mollenhauer  
Title: President


**INTERCREDITOR AND SUBORDINATION  
AGREEMENT  
BETWEEN FGI AND TDB**

---


**KEEN POINT INTERNATIONAL, INC. (U.S.)**

Per:   
Name: *Rob Molkenhauer*  
Title: *President*

**KEEN POINT INTERNATIONAL INC.  
(CANADA)**

Per:   
Name: *Rob Molkenhauer*  
Title: *President*

**CERTUS AUTOMOTIVE INC. (CANADA)**

Per:   
Name: *Rob Molkenhauer*  
Title: *President*

**This is Exhibit "O" referred to in the affidavit  
of JEFFREY SWAN, SWORN BEFORE ME  
6/18/2021  
this \_\_\_\_\_.**

DocuSigned by:

*Asim Iqbal*

\_\_\_\_\_  
**A COMMISSIONER FOR TAKING AFFIDAVITS**



**MILLER THOMSON**  
AVOCATS | LAWYERS

MILLER THOMSON LLP  
SCOTIA PLAZA  
40 KING STREET WEST, SUITE 5800  
P.O. BOX 1011  
TORONTO, ON M5H 3S1  
CANADA

T 416.595.8500  
F 416.595.8695

MILLERTHOMSON.COM

February 5, 2021

**Private and Confidential**  
**Delivered via Email to:**  
**zweigs@bennettjones.com**

Certus Automotive Inc.  
510-3300 Bloor Street West (West Tower)  
Toronto, Ontario M8X 2X2

Attention: Rob Mollenhauer

- and-

Keen Point International Inc  
510-3300 Bloor Street West (West Tower)  
Toronto, Ontario M8X 2X2

Attention: Rob Mollenhauer

Dear Sirs:

**RE:** Letter agreement dated September 21, 2016 issued by the The Toronto-Dominion Bank (the "**Bank**") on September 21, 2016 and accepted by Certus Automotive Inc. ("**Certus**") and Keen Point International Inc. ("**KPI**" and together with Certus, the "**Borrowers**") on September 28, 2016 (as the same may have been or may be amended, replaced restated, supplemented or renewed from time to time, the "**Letter Agreement**")

**AND RE:** Forbearance agreement dated March 21, 2019 between, *inter alios*, the Bank, Certus and KPI, as amended by a first amending agreement dated April 2, 2019, a second amending agreement dated August 1, 2019, a third amending agreement dated November 15, 2019 and a fourth amending agreement dated July 14, 2020 (as the same may be further amended, replaced restated, supplemented or renewed from time to time, the "**Forbearance Agreement**")

The Bank has made available to the Borrowers certain credit facilities (the "**Credit Facilities**") pursuant to the Letter Agreement and the Forbearance Agreement. As security for the obligations under the Letter Agreement and the Forbearance Agreement, each of the Borrowers issued certain security in favour of the Bank, including, but not limited to, the

following: a) a general security agreement dated March 29, 2011 granted by Certus in favour of the Bank (the "**Certus GSA**"); b) a general security agreement dated March 29, 2011 granted by KPI in favour of the Bank (the "**KPI GSA**"); c) an assignment of life insurance on Robert Mollenhauer in the amount of \$4,000,000 dated March 30, 2011 granted by KPI in favour of the Bank (the "**Assignment of Insurance**"); d) a formalized and registered partnership interests pledge agreement in respect to certain partnership interests owned by Certus in Certus Automotive, S. de R.L. de C.V. dated December 20, 2016 granted by Certus in favour of the Bank (the "**Certus Pledge 1**"); and e) a formalized and registered non-possessory pledge over assets held in Mexico dated April 17, 2018 granted by Certus in favour of the Bank (the "**Certus Pledge 2**", together with the Certus GSA, KPI GSA, the Assignment of Insurance and the Certus Pledge 1, the "**Security**").

To date, each of the Borrowers has committed a number of defaults on its obligations under the Letter Agreement, the Forbearance Agreement and the Security. These defaults include, but are not limited to, the following:

- (a) The defaults set out in the Forbearance Agreement;
- (b) each of following defaults set out in default notices sent to Sean Zweig ("**SZ**"), legal counsel for the Borrowers and each of the guarantors who provided guarantees pursuant to and in connection with the Letter Agreement and the Forbearance Agreement:
  - (i) **September 15, 2020**: Miller Thomson LLP, legal counsel for the Bank, sent an email dated September 15, 2020 to SZ (the "**September 15 Email**"), which advised SZ that the Borrowers were in default for, among other things, failing to complete certain Purchase Transaction Milestones (as such term is defined in the Forbearance Agreement) under the Forbearance Agreement;
  - (ii) **November 4, 2020**: Miller Thomson LLP sent an email dated November 4, 2020 to SZ (the "**November 4 Email**"), which advised SZ that the Borrowers were in default for, among other things, failing to complete certain additional Purchase Transaction Milestones (as such term is defined in the Forbearance Agreement) under the Forbearance Agreement;
  - (iii) **November 20, 2020**: Miller Thomson LLP sent an email dated November 20, 2020 to SZ (the "**November 20 Email**"), which advised SZ that the Borrowers were in unauthorized positions on each account with the Bank in their respective currencies, which constitutes a default under the Forbearance Agreement and the Letter Agreement; and
  - (iv) **January 28, 2021**: Miller Thomson LLP sent an email dated January 28, 2021 to SZ (the "**January 28 Email**"), which advised SZ that the Borrowers had failed to fulfill their respective monthly payment obligations for the month of January 2021,





which constitutes a default under the Forbearance Agreement and the Letter Agreement.

At this time, each of the Borrowers has indicated to the Bank that they will not be in a position to repay their Indebtedness (as hereinafter defined) to the Bank.

According to the Bank's records, as at February 4, 2021, the Borrowers are obligated or otherwise liable to the Bank for advances, accrued interest and fees under each of the Credit Facilities described in Schedule "A" hereto in such amounts as described therein<sup>1</sup>, plus accruing interest and all such other costs and expenses to which the Bank is entitled under its existing arrangements with the Borrowers (the "**Outstanding Indebtedness**").

The Bank has also incurred professional and legal fees<sup>2</sup> on account of the defaults of the Borrowers described in Schedule "A" (the "**Profession and Legal Fees**" and together with the Outstanding Indebtedness, the "**Indebtedness**"). These amounts are also payable by the Borrowers in accordance with the terms of the Letter Agreement, the Forbearance Agreement and the Security.

We confirm that the Bank has declared all of the obligations of the Borrowers to the Bank to be immediately due and payable. We also enclose herewith a notice of intention to enforce security pursuant to the *Bankruptcy and Insolvency Act (Canada)*, which references the fact that, among other things, Certus and KPI also provided guarantees with respect to each other's indebtedness to the Bank.

All of the Indebtedness of the Borrowers to the Bank must be paid by 2:00 p.m. on February 22, 2021. Payment should be made to our office by certified cheque payable to the Bank. In the event that the Borrowers do not remit the required funds by February 22, 2021 or the Borrowers do not demonstrate, by February 22, 2021 their ability to pay the funds at a later date, on terms satisfactory to the Bank, the Bank reserves its right to commence proceedings against the Borrowers, without further notice, including, without limitation, with respect to the appointment of a receiver and/or manager pursuant to the security which the Borrowers executed in favour of the Bank, and which includes a general security agreement and other security as more particularly described in the Letter Agreement and the Forbearance Agreement.

---

<sup>1</sup> The amounts owing by the Borrowers described in the table attached hereto as "Schedule "A" is net any credit balances in each of the Borrowers' accounts held at the Bank as at February 4, 2021, which amounts have been applied again the total Indebtedness owing under the Credit Facilities by the Borrowers. As such, the amounts described in the table are subject to change on a day to day basis.

<sup>2</sup> The amounts owing by the Borrowers on account of professional and legal fees described in the table attached hereto as "Schedule "A" is not exhaustive and the Borrowers are obligated and liable for all such other professional and legal costs and expenses to which the Bank is entitled under its existing arrangements with the Borrowers, and therefore the amounts for professional and legal expenses described in the table are subject to change.



The Bank reserves its right to act before February 22, 2021 if, for example, the Bank considers the property under its security to be in peril.

We trust that you will respond accordingly.

Yours truly,

MILLER THOMSON LLP

Per:

A handwritten signature in blue ink, appearing to be 'G. Marinangeli', written over a horizontal line.

Geoffrey Marinangeli on behalf of Jeffrey C. Carhart

JCC/af

cc. Michael Vos  
Jeffrey Swan  
Paul Casey



## Schedule "A"

Indebtedness as at February 4, 2021

Facility	Loan Number	Currency	Principal	Interest	Total Principal & Interest
Term Loan	9***741-18-1728	USD	\$7,125,000.00	\$91,866.00	\$7,216,866.00
Term Loan	9***741-04-1728	CAD	\$9,500,000.02	\$101,531.82	\$9,601,531.84
Unpaid Legal Fees	Miller Thomson LLP	CAD			\$175,918.75
Unpaid Advisor Fees	Deloitte Restructuring Inc.	CAD			\$60,391.16
<b>Total (CAD)</b>					<b>\$9,837,841.75</b>
<b>Total (USD)</b>					<b>\$7,216,866.00</b>
<b>Total (USD Equivalent) <sup>(1)</sup></b>					<b>\$14,910,192.88</b>

(1) USD/CAD Rate  
1.278750



FORM 115

**Notice of Intention to Enforce Security**

**(Subsection 244(1))**

**TO:** Certus Automotive Inc. ("**Certus**"), an insolvent person

**AND TO:** Keen Point International Inc. ("**KPI**"), an insolvent person

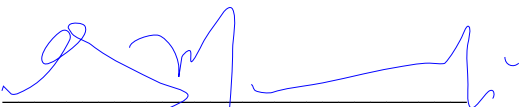
Take notice that:

1. The Toronto-Dominion Bank (the "**Bank**"), a secured creditor, intends to enforce its security on the property of each of the insolvent persons described below:
  - (a) with respect to Certus, all property described as collateral for the obligations of Certus to the Bank in the following documentation:
    - (i) a guarantee granted by Certus in favour of the Bank dated as of May 7, 2013 in respect to the obligations of KPI to the Bank;
    - (ii) a general security agreement granted by Certus in favour of the Bank dated as of March 29, 2011;
    - (iii) a formalized and registered partnership interests pledge agreement in respect to certain partnership interests owned by Certus in Certus Automotive, S. de R.L. de C.V. dated December 20, 2016 granted by Certus in favour of the Bank; and
    - (iv) a formalized and registered non-possessory pledge over assets held in Mexico dated April 17, 2018 granted by Certus in favour of the Bank.
  - (b) with respect to KPI, all property described as collateral for the obligations of KPI to the Bank in the following documentation:
    - (i) a guarantee granted by KPI in favour of the Bank dated as of May 7, 2013 in respect to the obligations of Certus to the Bank;
    - (ii) a general security agreement granted by KPI in favour of the Bank dated as of March 29, 2011; and
    - (iii) an assignment of life insurance on Robert Mollenhauer in the amount of \$4,000,000 dated March 30, 2011 granted by KPI in favour of the Bank.
2. The security that is to be enforced is in the form of the security listed in paragraph 1 above.
3. The total amount of indebtedness secured by the security is as set out in the attached demand letter dated 5 day of February, 2021.

4. The secured creditor will not have the right to enforce the security until after the expiry of the ten-day period following the sending of this Notice, unless the insolvent person consents to an earlier enforcement.

Dated at Toronto this 5 day of February, 2021

**THE TORONTO-DOMINION BANK.** by  
its lawyers, Miller Thomson LLP

Per: 

Geoffrey Marinangeli on behalf of  
Jeffrey C. Carhart  
Telephone: (416) 595-8615  
jcarhart@millerthomson.com

**This is Exhibit "P" referred to in the affidavit  
of JEFFREY SWAN, SWORN BEFORE ME  
6/18/2021  
this \_\_\_\_\_.**

DocuSigned by:

*Asim Iqbal*

\_\_\_\_\_  
**A COMMISSIONER FOR TAKING AFFIDAVITS**



**MILLER THOMSON**  
AVOCATS | LAWYERS

MILLER THOMSON LLP  
SCOTIA PLAZA  
40 KING STREET WEST, SUITE 5800  
P.O. BOX 1011  
TORONTO, ON M5H 3S1  
CANADA

T 416.595.8500  
F 416.595.8695

MILLERTHOMSON.COM

February 16, 2021

**Delivered Via Fax (212.248.3404) and Email  
to: Isaglamer@fgiww.com and  
saltaher@fgiww.com**

**Jeffrey Carhart**  
Direct Line: 416.595.8615  
Email: jcarhart@millerthomson.com

FGI Worldwide LLC  
80 Broad Street, 22<sup>nd</sup> Floor  
New York, New York 10004  
Attention: Lauren Saglamer and Sami Altaher  
Dear Sirs:

**Re: Notice of Default**

Reference is made to the intercreditor and subordination agreement dated November 15, 2019 (the “**Intercreditor Agreement**”) by and between FGI Worldwide LLC and The Toronto-Dominion Bank (“**TDB**”). Capitalized terms used but not defined herein have the meanings ascribed to them under the Intercreditor Agreement.

TAKE NOTICE that we act as counsel for TDB. TDB has issued default notices and demands for payment to certain of the Certus Entities, including Certus Automotive Inc. and Keen Point International Inc. served on February 5, 2021. The Certus Entities are currently in default of their debts, liabilities and obligations to TDB, which events of default are continuing and have not been remedied. These circumstances have given rise to a Trigger Event under the Intercreditor Agreement. Accordingly, notice is hereby given to you under Section 1.1(u) of the Intercreditor Agreement of commencement of the Use Period. A copy of this Notice is given concurrently to the Certus Entities and their legal counsel, Sean Zweig at Bennett Jones LLP.

We refer you to the terms and conditions of the Intercreditor Agreement in respect of your duties and covenants thereunder from time to time during the Use Period. In particular, we note that in accordance with Section 6 of the Intercreditor Agreement if you or your Representative intend to use the TDB Property during the Use Period you must observe all of your obligations under Section 6 of the Intercreditor Agreement including, without limitation:

- (a) pursuant to Section 6.1(c) of the Intercreditor Agreement, ensure that TDB receives payment equal to the daily interest then payable prior to default by the Borrower on the principal outstanding balance of the TDB Debt for each day during the Use Period; and
- (b) pursuant to Section 6.2 of Intercreditor Agreement, pay all fees, charges and other expenses in respect of your use and maintenance of the TDB Property and TDB Machinery and Equipment during the Use Period.



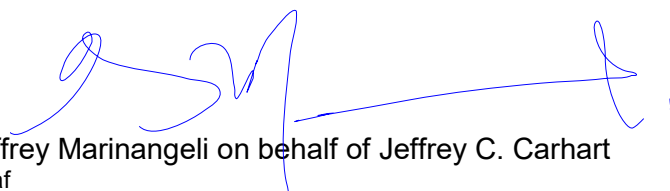
In accordance Section 1.1(u)(ii)(B) of the Intercreditor Agreement, please confirm receipt of this Notice by email to the undersigned.

We trust you will find the above in order. If you have any questions, please do not hesitate to contact the undersigned.

Yours truly,

MILLER THOMSON LLP

Per:

  
Geoffrey Marinangeli on behalf of Jeffrey C. Carhart  
JCC/af

cc. Michael Vos  
Jeffrey Swan  
Paul Casey  
Sean Zweig



**This is Exhibit "Q" referred to in the affidavit  
of JEFFREY SWAN, SWORN BEFORE ME  
6/18/2021  
this \_\_\_\_\_.**

DocuSigned by:

*Asim Iqbal*

\_\_\_\_\_  
A COMMISSIONER FOR TAKING AFFIDAVITS

---

**From:** Lauren Saglamer <[lsaglamer@fgiww.com](mailto:lsaglamer@fgiww.com)>  
**Sent:** Monday, March 1, 2021 10:16 PM  
**To:** Swan, Jeffrey <[jeff.swan@td.com](mailto:jeff.swan@td.com)>  
**Subject:** RE: Certus Update - Use Period from Intercreditor

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

Hi Jeff,

As discussed earlier today, please find attached our Notices of Default and Reservation of Rights Letters.

Thanks  
Lauren

---

**From:** Swan, Jeffrey <[jeff.swan@td.com](mailto:jeff.swan@td.com)>  
**Sent:** Thursday, February 25, 2021 1:54 PM  
**To:** Lauren Saglamer <[lsaglamer@fgiww.com](mailto:lsaglamer@fgiww.com)>  
**Subject:** RE: Certus Update - Use Period from Intercreditor

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Lauren,

Lets just keep it to business terms for now. Less costs frankly and moreover a focus on intentions for file direction as well as more information sharing at this stage.

Jeffrey Swan | Director, Financial Restructuring Group | **TD Commercial Banking**  
TD Bank Tower, 66 Wellington Street West, 39<sup>th</sup> Floor, Toronto Ontario M5K 1E9  
T: 416-308-9215 | C: 416 738 7145 | F: 416-982-7710

-----Original Appointment-----

**From:** Lauren Saglamer <[lsaglamer@fgiww.com](mailto:lsaglamer@fgiww.com)>  
**Sent:** Thursday, February 25, 2021 1:52 PM  
**To:** Swan, Jeffrey  
**Subject:** Accepted: Certus Update - Use Period from Intercreditor  
**When:** Monday, March 1, 2021 2:00 PM-3:00 PM (UTC-05:00) Eastern Time (US & Canada).  
**Where:** WebEx

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

Hi Jeff,

It's entirely up to you, I looped him in for visibility, but we can keep it just us four (you, me, Sami and Michael) if that's preferable.

Thanks,  
Lauren

This message contains information which may be confidential and privileged. Unless you are the addressee (or authorized to receive for the addressee), you may not use, copy, or disclose to anyone the message or any information contained in the message. If you have received the message in error, please advise the sender by reply e-mail and delete/destroy the message.

**Internal**

If you wish to unsubscribe from receiving commercial electronic messages from TD Bank Group, please click [here](#) or go to the following web address: [www.td.com/tdoptout](http://www.td.com/tdoptout)  
Si vous souhaitez vous désabonner des messages électroniques de nature commerciale envoyés par Groupe Banque TD veuillez cliquer [ici](#) ou vous rendre à l'adresse [www.td.com/tddesab](http://www.td.com/tddesab)

NOTICE: Confidential message which may be privileged. Unauthorized use/disclosure prohibited. If received in error, please go to [www.td.com/legal](http://www.td.com/legal) for instructions.  
AVIS : Message confidentiel dont le contenu peut être privilégié. Utilisation/divulgateion interdites sans permission. Si reçu par erreur, prière d'aller au [www.td.com/francais/avis juridique](http://www.td.com/francais/avis_juridique) pour des instructions.

This message contains information which may be confidential and privileged. Unless you are the addressee (or authorized to receive for the addressee), you may not use, copy, or disclose to anyone the message or any information contained in the message. If you have received the message in error, please advise the sender by reply e-mail and delete/destroy the message.

-----  
**[EXTERNAL EMAIL / COURRIEL EXTERNE]**

Please report any suspicious attachments, links, or requests for sensitive information.

Veillez rapporter la présence de pièces jointes, de liens ou de demandes d'information sensible qui vous semblent suspectes.



**FGI WORLDWIDE LLC**  
80 Broad Street, 22nd Floor  
New York, NY 10004

February 19, 2021

**VIA OVERNIGHT MAIL**

Certus Automotive Inc. (Canada)  
Keen Point International Inc. (Canada)  
510- 3300 Bloor Street West- West Tower  
Toronto, Ontario, Canada  
M8X2X2  
Attention: Robert Mollenhauer

Certus Automotive S. de R.L. de C.V.  
Max Brose Avenue, #06  
Aerotech Industrial Park  
Colon, Queretaro, Mexico, 76278  
Attention: Tihui Torres

Certus Automotive, Inc. (Michigan)  
Keen Point International, Inc. (Michigan)  
3300 Bloor Street West  
West Tower, Suite 510  
Toronto, Ontario M8X 2X2  
Attention: Robert Mollenhauer

Re: Notice of Default and Reservation of Rights under Sale of Accounts and Security Agreement

Ladies and Gentlemen:

Reference is made to that certain Sale of Accounts and Security Agreement, dated as of November 15, 2019 (as amended, amended and restated, supplemented, or otherwise modified from time to time, the "SASA"), among Certus Automotive, Inc., a corporation organized under the laws of the State of Michigan, Keen Point International, Inc., a corporation organized under the laws of the State of Michigan, Keen Point International Inc., a corporation organized under the laws of the Province of Ontario, Certus Automotive Inc, a corporation organized under the laws of the Province of Ontario, Certus Automotive, S. de R.L. de C.V., a limited liability company organized under the laws of Mexico (collectively, the "Seller"), and FGI Worldwide LLC, a Delaware limited liability company ("FGI"). Unless otherwise defined herein, capitalized terms used herein shall have the meanings set forth in the SASA.

Pursuant to a letter dated February 16, 2021, The Toronto-Dominion Bank (“TDB”) has notified FGI that Seller is in default of its debts, liabilities and obligations owing to TBD (the “TD Debt Default”). Accordingly, (a) an Event of Default has occurred and is continuing under Section 8.1(g) of the SASA as a result of the TD Debt Default and (b) an Event of Default has occurred and is continuing under Section 8.1(h) of the SASA as a result of the occurrence of the Termination Event described in that certain Reservation of rights Letter, dated as of the date hereof, delivered by FGI to Certus Automotive GMBH (“Certus Germany”) pursuant to the certain Receivables Purchase Agreement, dated as of November 15, 2019, between FGI and Certus Germany (collectively, the “Existing Events of Default”).

FGI hereby further notifies Certus that, effective as of February 16, 2021, the interest rate on all Obligations under the SASA has been increased by 3.00% per annum pursuant to Section 2.4(b) thereof. FGI hereby specifically reserves all other rights and remedies available to FGI under the SASA, any of the other Transaction Documents, applicable law and otherwise, as a result of the Existing Events of Default since the date of the Existing Events of Default. FGI does not waive the Existing Events of Default or any other Event of Default which may have occurred prior to the date of this letter, which may exist on the date of this letter, or which may hereafter occur. Any delay or failure by FGI in pursuing any rights or remedies as a result of the Existing Events of Default or any other Event of Default shall not be deemed a waiver of the Existing Events of Default, any other Event of Default or any such rights or remedies.

FGI may, but is not obligated to, in its sole discretion, continue to make loans, advances and extensions of credit, including but not limited to Advances, as provided for in the SASA, to Seller from time to time on and after the date hereof. The making of any Advance under the SASA, or the extension of any other credit by FGI to Seller shall not constitute a waiver by FGI of the Existing Events of Default or any other Default, Event of Default (whether or not FGI has knowledge thereof), or a waiver by FGI of any of its rights, whether under the SASA, any of the other Transaction Documents, applicable law or otherwise, and all of such rights, and all other rights, powers and remedies are hereby expressly reserved.

The sending of this letter to Seller should not be construed to limit the rights of FGI to act without any other or further notice to Seller in accordance with the terms of the SASA, any of the other Transaction Documents, or applicable law. Certus is not entitled to rely upon any verbal statements made or purported to have been made by or on behalf of FGI in connection with any alleged agreement by FGI to refrain from exercising any of the rights under the SASA, any of the other Transaction Documents, or applicable law.

[SIGNATURE TO APPEAR ON FOLLOWING PAGE]

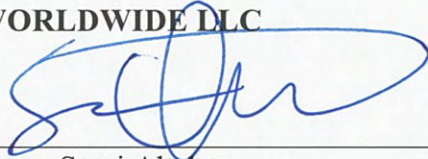
Very truly yours,

**FGI WORLDWIDE LLC**

By: \_\_\_\_\_

Name: Sami Altaher

Title: EVP

A handwritten signature in blue ink, appearing to be 'Sami Altaher', written over a horizontal line.





**FGI WORLDWIDE LLC**  
80 Broad Street, 22nd Floor  
New York, NY 10004

February 19, 2021

To: Certus Automotive GmbH  
Attention: Mr. Thomas Vollmer  
Pelarstr. 21  
64720 Michelstadt  
  
Germany

**In advance by Telefax: +49-6061-96593-69**

Dear Mr. Vollmer,

**Receivables purchase agreement dated November 15, 2019, made between FGI WORLDWIDE LLC and Certus Automotive GmbH ("Certus Germany"; such receivables purchase agreement as amended from time to time being referred to below as the "RPA")**

**1. Introduction and interpretation**

- 1.1. We refer to the RPA.
- 1.2. A term or expression that is defined in the RPA will, unless expressly given a different meaning in this letter, have the same meaning when it is used in this letter.
- 1.3. The principles of construction set out in the RPA also apply to this letter, as if they had been set out in full in this letter.

**2. Termination Event**

- 2.1. Pursuant to a letter dated February 16, 2021, The Toronto-Dominion Bank ("TDB") has notified FGI that certain entities of the Group, including Certus Automotive Inc. (Canada) and Keen Point International Inc. (Canada) are in default with their debts, liabilities and obligations owing to TDB (the "**TD Debt Default**").
- 2.2. In respect of Certus Automotive Inc. (Canada) and Keen Point International Inc. (Canada), the above information constitutes Events of Default which are continuing, among others pursuant to section 8.1(g) of the Covered Affiliate Agreement. This also constitutes Termination Events pursuant to clauses

19.1(g) (*Agreements with others*) and 19.1(h) (*Other Agreements*) of the RPA (the “**Existing Termination Events**”).

2.3. The omission from this letter of a reference to or a description of any other Termination Event which may also have occurred or may occur from time to time in the future, does not and will not prejudice any rights that we may have generally or in respect of this letter or any other Transaction Document.

**3. Reservation of Rights**

3.1. We hereby give you notice that we reserve our rights under the RPA and the Transaction Documents in relation to the Existing Termination Events as well as any other Termination Event which may have occurred prior to the date of this letter, which may exist on the date of this letter, or which may hereafter occur. In particular, the continuing of the purchase of Receivables by FGI shall not constitute a waiver of the Existing Termination Events or well as any other Termination Event which may have occurred prior to the date of this letter, which may exist on the date of this letter, or which may hereafter occur.

3.2. We also hereby give you notice that, effective as of February 16, 2021,

3.2.1. pursuant to clause 19.3(j) of the RPA, Discount shall be calculated at the Default Rate which is 3.0 per cent above the Discount rate; and

3.2.2. pursuant to clause 10.8 of the RPA, FGI will charge the Monitoring Fee which shall be payable at the end of each month.

**4. Miscellaneous**

4.1. This letter is designated a Transaction Document.

4.2. Nothing in this letter shall be construed as a waiver of, or otherwise prejudice in any way, any other rights and or remedies to which we may be entitled, or which we may have reserved. Certus Germany is not entitled to rely upon any verbal statements made or purported to have been made by or on behalf of FGI in connection with any alleged agreement by FGI to refrain from exercising any of the rights under the RPA, any of the other Transaction Documents, or applicable law.

4.3. This letter may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this letter.

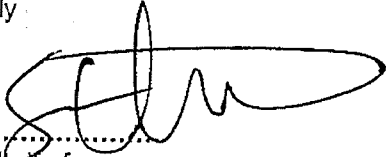
**5. Governing law**

This letter and the agreement constituted by your acceptance of its terms shall be governed by and construed in accordance with German Law.

**6. Acceptance**

Please confirm your acknowledgment of this letter by signing, where indicated, and returning the enclosed duplicate to Chris Fulman at the address stated above. However, for the avoidance of doubt, this letter has effect regardless of your acknowledgement or otherwise of this letter.

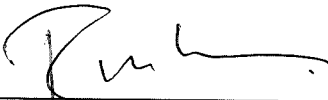
Yours faithfully

Signed by   
for and on behalf of  
**FGI WORLDWIDE LLC**

**Acknowledgment and Acceptance**

We hereby acknowledge and accept the matters set out in the letter from FGI WORLDWIDE LLC of which the above is a true copy

Michelstadt, February 24, 2021

  
Signed by **Rob Mollenhauer**  
for and on behalf of  
**Certus Automotive GmbH**

**This is Exhibit "R" referred to in the affidavit  
of JEFFREY SWAN, SWORN BEFORE ME  
this 6/18/2021**

DocuSigned by:

*Asim Iqbal*

**A COMMISSIONER FOR TAKING AFFIDAVITS**

Court File No.:

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

BETWEEN:

**THE TORONTO-DOMINION BANK**

**Applicant**

- and -

**CERTUS AUTOMOTIVE INC. and KEEN POINT INTERNATIONAL INC.**

**Respondents**

APPLICATION UNDER Section 243(1) of the *Bankruptcy and Insolvency Act*,  
R.S.C. 1985, c. B-3, as amended and Section 101 of the *Courts of Justice Act*,  
R.S.O. 1990, c. c-43, as amended

**CONSENT**

Deloitte Restructuring Inc. hereby consents to act as Receiver of the Respondents pursuant to the Application of The Toronto-Dominion Bank.

DATED at Toronto, Ontario this 16<sup>th</sup> day of June, 2021.

**DELOITTE RESTRUCTURING INC.**

Per:



\_\_\_\_\_  
Jordan Sleeth, CPA, CA, CIRP, LIT  
Senior Vice-President

THE TORONTO-DOMINION  
BANK

and

CERTUS AUTOMOTIVE INC. and KEEN POINT  
INTERNATIONAL INC.

Court File No:

Applicant

Respondents

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

Proceeding commenced at TORONTO

**CONSENT**

**MILLER THOMSON LLP**

Scotia Plaza  
40 King Street West, Suite 5800  
P.O. Box 1011  
Toronto, ON Canada M5H 3S1

Jeffrey Carhart LSUC#:60593S  
Craig A. Mills LSUC#: 40947B  
Tel: 416.595.8615 /416.595.8596  
Fax: 416.595.8695  
Email: jcarhart@millerthomson.com  
cmills@millerthomson.com

Lawyers for the Applicant





**TAB 3**

Court File No.

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

THE HONOURABLE ) \_\_\_\_\_, THE \_\_\_\_th  
JUSTICE )  
) DAY OF JUNE, 2021

**THE TORONTO-DOMINION BANK**

Applicant

- and -

**CERTUS AUTOMOTIVE INC. and KEEN POINT INTERNATIONAL INC.**

Respondents

**IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 243 OF THE  
BANKRUPTCY AND INSOLVENCY ACT, RSC 1985, c B-3, AS AMENDED AND  
SECTION 101 OF THE COURTS OF JUSTICE ACT, RSO 1990, c 43, AS AMENDED**

**ORDER  
(Appointing Receiver)**

THIS APPLICATION made by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “**CJA**”) appointing Deloitte Restructuring Inc. as receiver and manager (in such capacities, the “**Receiver**”) without security, of all of the assets, undertakings and properties of Certus Automotive Inc. and Keen Point International Inc. (the collectively, the “**Debtors**” or the “**Certus Automotive Group**”) acquired for, or used in relation to a business carried on by the Debtors, was heard this day by videoconference due to the COVID-19 crisis.

ON READING the affidavit of Jeffrey Swan sworn June ●, 2021 and the Exhibits thereto and on hearing the submissions of counsel for Applicant and the Debtors, no one else appearing although duly served as appears from the affidavit of service of ● sworn June ●, 2021, and on reading the consent of Deloitte Restructuring Inc. to act as the Receiver,

### **SERVICE**

1. THIS COURT ORDERS that the time for service of the Notice of Application and the Application is hereby abridged and validated so that this application is properly returnable today and hereby dispenses with further service thereof.

### **APPOINTMENT**

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, Deloitte Restructuring Inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtors acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (the "**Property**").

### **RECEIVER'S POWERS**

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

- (a) to take possession of and exercise control over the Property, including any funds held in trust by the Debtors or their lawyers, and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;

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

- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
  - (i) without the approval of this Court in respect of any transaction not exceeding \$800,000 provided that the aggregate consideration for all such transactions does not exceed \$1,500,000; and
  - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

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

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

- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- (q) to file an assignment in bankruptcy on behalf of the Debtors;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have;
- (s) to commence a foreign legal proceeding to seek the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, in the United States of America, in

Mexico, in China, in Hong Kong, and in Germany, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order; and

- (t) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

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

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

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

5. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and



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

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

providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

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

#### **NO PROCEEDINGS AGAINST THE RECEIVER**

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

#### **NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY**

9. THIS COURT ORDERS that no Proceeding against or in respect of the Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way

against or in respect of the Debtors or the Property are hereby stayed and suspended pending further Order of this Court.

### **NO EXERCISE OF RIGHTS OR REMEDIES**

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

### **NO INTERFERENCE WITH THE RECEIVER**

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

### **CONTINUATION OF SERVICES**

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

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

#### **RECEIVER TO HOLD FUNDS**

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

## **EMPLOYEES**

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

## **PIPEDA**

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

shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

### **LIMITATION ON ENVIRONMENTAL LIABILITIES**

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

### **LIMITATION ON THE RECEIVER’S LIABILITY**

17. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and

except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

## **RECEIVER'S ACCOUNTS**

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

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

20. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements,

incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

#### **FUNDING OF THE RECEIVERSHIP**

21. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$2,000,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the “**Receiver’s Borrowings Charge**”) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver’s Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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



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

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

#### **SERVICE AND NOTICE**

25. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: [www.insolvencies.deloitte.ca/en-ca/Certus](http://www.insolvencies.deloitte.ca/en-ca/Certus).

26. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or

distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the Debtors and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

## **GENERAL**

27. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

28. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.

29. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, in the United States of America, in Mexico, in China, in Hong Kong, and in Germany, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

30. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

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

32. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

33. THIS COURT ORDERS that the Receiver, its counsel and counsel for the Applicant are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Debtors' creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or

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

---

## SCHEDULE "A"

### RECEIVER CERTIFICATE

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

1. THIS IS TO CERTIFY that Deloitte Restructuring Inc., the receiver (the "**Receiver**") of the assets, undertakings and properties of Certus Automotive Inc. and Keen Point International Inc. acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the \_\_\_ day of ---, 2021 (the "**Order**") made in an action having Court file number \_\_\_-CL-\_\_\_\_\_, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$\_\_\_\_\_, being part of the total principal sum of \$\_\_\_\_\_ which the Receiver is authorized to borrow under and pursuant to the Order.

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

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the

Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Deloitte Restructuring Inc., solely in its capacity as Receiver of the Property, and not in its personal capacity

Per: \_\_\_\_\_

Name:

Title:

Court File No.

ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

THE HONOURABLE ) ~~WEEKDAY~~ \_\_\_\_\_, THE # \_\_\_\_\_th  
JUSTICE )  
DAY OF ~~MONTH~~ JUNE, ~~20YR~~ 2021

~~PLAINTIFF~~<sup>1</sup>

~~Plaintiff~~

THE TORONTO-DOMINION BANK

Applicant

- and -

~~DEFENDANT~~

~~Defendant~~

CERTUS AUTOMOTIVE INC. and KEEN POINT INTERNATIONAL INC.

Respondents

IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 243 OF THE  
BANKRUPTCY AND INSOLVENCY ACT, RSC 1985, c B-3, AS AMENDED AND  
SECTION 101 OF THE COURTS OF JUSTICE ACT, RSO 1990, c 43, AS AMENDED

**ORDER**  
(~~appointing~~Appointing Receiver)

THIS ~~MOTION~~APPLICATION made by the ~~Plaintiff~~Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended

<sup>1</sup> ~~The Model Order Subcommittee notes that a receivership proceeding may be commenced by action or by application.~~

~~This model order is drafted on the basis that the receivership proceeding is commenced by way of an action.~~

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

(the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing ~~[RECEIVER'S NAME]~~ Deloitte Restructuring Inc. as receiver [ and manager] (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of ~~[DEBTOR'S NAME]~~ (the "Debtor" Certus Automotive Inc. and Keen Point International Inc. (the collectively, the "Debtors" or the "Certus Automotive Group") acquired for, or used in relation to a business carried on by the ~~Debtor~~ Debtors, was heard this day at ~~330 University Avenue, Toronto, Ontario~~ by videoconference due to the COVID-19 crisis.

ON READING the affidavit of ~~[NAME]~~ Jeffrey Swan sworn ~~[DATE]~~ June 1, 2021 and the Exhibits thereto and on hearing the submissions of counsel for ~~[NAMES]~~ Applicant and the Debtors, no one else appearing ~~for [NAME]~~ although duly served as appears from the affidavit of service of ~~[NAME]~~ sworn [DATE] June 1, 2021, and on reading the consent of ~~[RECEIVER'S NAME]~~ Deloitte Restructuring Inc. to act as the Receiver,

## SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of ~~Motion~~ Application and the ~~Motion~~ Application is hereby abridged and validated<sup>3</sup> so that this ~~motion~~ application is properly returnable today and hereby dispenses with further service thereof.

## APPOINTMENT

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



2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, ~~[RECEIVER'S NAME]~~Deloitte Restructuring Inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the ~~Debtor~~Debtors acquired for, or used in relation to a business carried on by the ~~Debtor~~Debtors, including all proceeds thereof (the "Property").

### RECEIVER'S POWERS

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

- (a) to take possession of and exercise control over the Property, including any funds held in trust by the Debtors or their lawyers, and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

- (c) to manage, operate, and carry on the business of the ~~Debtor~~Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the ~~Debtor~~Debtors;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the ~~Debtor~~Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the ~~Debtor~~Debtors and to exercise all remedies of the ~~Debtor~~Debtors in collecting such monies, including, without limitation, to enforce any security held by the ~~Debtor~~Debtors;
- (g) to settle, extend or compromise any indebtedness owing to the ~~Debtor~~Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's

name or in the name and on behalf of the ~~Debtor~~Debtors, for any purpose pursuant to this Order;

- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the ~~Debtor~~Debtors, the Property or the Receiver, and to settle or compromise any such proceedings.<sup>4</sup> The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
  - (i) without the approval of this Court in respect of any transaction not exceeding \$          800,000 provided that the aggregate consideration for all such transactions does not exceed \$          1,500,000; and

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

- (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

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

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

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

- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the ~~Debtor~~Debtors;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the ~~Debtor~~Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the ~~Debtor~~Debtors;
- (q) to file an assignment in bankruptcy on behalf of the Debtors;
- (r) ~~(q)~~ to exercise any shareholder, partnership, joint venture or other rights which the ~~Debtor~~Debtors may have;
- (s) to commence a foreign legal proceeding to seek the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, in the United States of America, in Mexico, in China, in Hong Kong, and in Germany, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order; and
- (t) ~~(s)~~ to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

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

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

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

5. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the ~~Debtor~~Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting,

computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

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

7. THIS COURT ORDERS that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to

observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days' notice to such landlord and any such secured creditors.

### **NO PROCEEDINGS AGAINST THE RECEIVER**

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

### **NO PROCEEDINGS AGAINST THE ~~DEBTOR~~DEBTORS OR THE PROPERTY**

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

### **NO EXERCISE OF RIGHTS OR REMEDIES**

10. THIS COURT ORDERS that all rights and remedies against the ~~Debtor~~Debtors, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as



defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the ~~Debtor~~Debtors to carry on any business which the ~~Debtor is~~Debtors are not lawfully entitled to carry on, (ii) exempt the Receiver or the ~~Debtor~~Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

### **NO INTERFERENCE WITH THE RECEIVER**

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

### **CONTINUATION OF SERVICES**

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

date of this Order are paid by the Receiver in accordance with normal payment practices of the ~~Debtor~~Debtors or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

## RECEIVER TO HOLD FUNDS

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

## EMPLOYEES

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

## PIPEDA

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

## LIMITATION ON ENVIRONMENTAL LIABILITIES

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

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

#### **LIMITATION ON THE RECEIVER'S LIABILITY**

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

#### **RECEIVER'S ACCOUNTS**

18. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a

charge (the **"Receiver's Charge"**) on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.<sup>6</sup>

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

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

#### **FUNDING OF THE RECEIVERSHIP**

21. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding

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

principal amount does not exceed \$~~\_\_\_\_\_~~2,000,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the **"Receiver's Borrowings Charge"**) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

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

## SERVICE AND NOTICE

25. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the “Protocol”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL [www.insolvencies.deloitte.ca/en-ca/Certus](http://www.insolvencies.deloitte.ca/en-ca/Certus).

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

## GENERAL

27. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

28. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the ~~Debtor~~Debtors.

29. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada ~~or~~ in the United States of America, in Mexico, in China, in Hong Kong, and in Germany, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

30. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

31. THIS COURT ORDERS that the ~~Plaintiff~~Applicant shall have its costs of this ~~motion~~application, up to and including entry and service of this Order, provided for by



the terms of the Plaintiff's security or, if not so provided by the ~~Plaintiff~~Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the ~~Debtor's~~Debtors' estate with such priority and at such time as this Court may determine.

32. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

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

**SCHEDULE "A"**

**RECEIVER CERTIFICATE**

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

1. THIS IS TO CERTIFY that ~~[RECEIVER'S NAME]~~ Deloitte Restructuring Inc., the receiver (the "Receiver") of the assets, undertakings and properties ~~[DEBTOR'S NAME]~~ of Certus Automotive Inc. and Keen Point International Inc. acquired for, or used in relation to a business carried on by the ~~Debtor~~ Debtors, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the \_\_\_ day of \_\_\_\_\_, ~~20~~ 2021 (the "Order") made in an action having Court file number \_\_\_-CL-\_\_\_\_\_, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ \_\_\_\_\_, being part of the total principal sum of \$ \_\_\_\_\_ which the Receiver is authorized to borrow under and pursuant to the Order.

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

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the

Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the \_\_\_\_\_ day of \_\_\_\_\_, ~~20~~2021.

~~[RECEIVER'S NAME]~~ Deloitte Restructuring Inc., solely in its capacity as Receiver of the Property, and not in its personal capacity

Per: \_\_\_\_\_

Name:

Title:

THE TORONTO-DOMINION BANK  
Applicant

and CERTUS AUTOMOTIVE INC. et al  
Respondents

Court File No: CV-21-00664429-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(Commercial List)**

Proceeding commenced at [Toronto](#)

**APPLICATION RECORD**

**MILLER THOMSON LLP**

Scotia Plaza  
40 King Street West, Suite 5800  
Toronto, ON Canada M5H 3S1

**Jeffrey C. Carhart LSO#: 23645M**

Tel: 416.595.8615 / Fax: 416.595.8695  
Email: [jcarhart@millerthomson.com](mailto:jcarhart@millerthomson.com)

**Craig A. Mills LSO#: 40947B**

Tel: 416.595.8596 / Fax: 416.595.8695  
Email: [cmills@millerthomson.com](mailto:cmills@millerthomson.com)

Lawyers for the Applicant