



This is the 1st affidavit
of K. Hotel in this case
and was made on October 25, 2024

No. **S E 2 4 7 4 1 3**
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

THE TORONTO-DOMINION BANK

Petitioner

AND:

UPPAL FARMS & GREENHOUSES LTD., BHALVINDER
KAUR THANDI, JAGRAJBIR KAUR UPPAL, GURMINDER
SINGH UPPAL, PAWANBIR SINGH UPPAL, THE CROWN IN
RIGHT OF BRITISH COLUMBIA, HIS MAJESTY THE KING
IN RIGHT OF CANADA, DUC HUY NGO, JASVIR KAUR
JOHAL, DALJIT SINGH GILL, MKR GROWERS LTD., MGB
ENT. LTD., THE BANK OF NOVA SCOTIA, AGRICULTURAL
CREDIT CORPORATION, DE LAGE LANDEN FINANCIAL
SERVICES CANADA INC., LINDE CANADA INC. and ALL
TENANTS AND OCCUPANTS OF THE SUBJECT LANDS

Respondents

I, Krista Hotel, of c/o 2900 - 733 Seymour Street, Vancouver, B.C., AFFIRM THAT:

1. I am an Account Manager, Financial Restructuring Group, for the petitioner, The Toronto-Dominion Bank ("TD Bank"), and as such have personal knowledge of the facts and matters hereinafter deposed to, save and except where the same are stated to be based upon information and belief, and where so stated I verily believe the same to be true.

Introduction

2. Capitalized terms are as defined in the petition to the court. In making this affidavit, I have reviewed TD Bank's records kept in the ordinary course of business. I confirm that the facts set out under Part 2 of the petition are true to the best of my information and belief. I further

confirm that the interest rates for the Agricultural Loans are accurately set out under Part 1 of the petition.

3. I am a member of TD Bank's Financial Restructuring Group (the "**FRG**"). The FRG is the group within the Bank responsible for its high-risk accounts. A primary goal of the FRG is to work with clients and restructure credit deals in order to enable clients to remain viable and long-term customers of the Bank (internal metrics to assess the FRG's performance include an emphasis on files returned by the FRG to our colleagues in commercial and agricultural banking). TD Bank will seek to enforce its security, including through the appointment of a receiver, only when necessary in the circumstances. This is such a matter.

The Loan Agreement and the Security

4. Pursuant to the Agriculture Letter Agreement, TD Bank made available to Uppal Farms an LOC, four Farm Loans and two Agriculture Loans (as particularized in the petition) and advanced monies thereunder. Attached as **Exhibit "A"** is a copy of the Agriculture Letter Agreement.

5. Attached as **Exhibit "B"** is a copy of the Lot 5 Mortgage. Attached as **Exhibit "C"** is a copy of the Lot 10 Mortgage (not including the filed standard mortgage terms). Attached as **Exhibits "D"**, **"E"** and **"F"** respectively are copies of the Uppal Farms GSAs, the Bhalvinder GSA and the Jagrajbir GSA. Attached as **Exhibits "G"**, **"H"**, **"I"**, **"J"** and **"K"** are copies of the Uppal Farms Guarantee, the Bhalvinder Guarantee, the Jagrajbir Guarantee, the Pawanbir Guarantee and the Gurminder Guarantee. Attached as **Exhibits "L"** and **"M"** are copies of the Lot 5 Assignment of Leases and the Lot 10 Assignment of Leases. Attached as **Exhibit "N"** is a copy of the Bank Act Security. Attached as **Exhibit "O"** is an assignment of insurance policies and proceeds dated June 1, 2021.

The Lot 5 Lands

6. Uppal Farms is the registered owner of the Lot 5 Lands. A title search for the Lot 5 Lands is attached as **Exhibit "P"**. The property is located at 34211 Hallert Road in Abbotsford and has an area of approximately 38.540 acres. About 35.75 acres has been planted with blueberries.

Gurminder (who has served as our primary point of contact) advised us that the Lot 5 Lands have been leased to a third party. We requested, but did not receive, a copy of a lease.

7. Among the improvements on the Lot 5 Lands are two domed buildings, a barn and a rancher style home with seven bedrooms, four bathrooms and a living room converted to accommodate additional sleeping space. The improvements are generally in poor condition and have significant deferred maintenance. TD Bank understands that the home is used to house farmworkers.

The Lot 10 Lands

8. Bhalvinder and Jagrajbir are the registered owners of the Lot 10 Lands. A title search for the Lot 10 Lands is attached as **Exhibit "Q"**. The property is located at 34050 Hallert Road in Abbotsford and has an area of approximately 19.78 acres. The Lot 10 Lands are improved by a 615,440 square foot greenhouse, including a service room and office, as well as an 11,431 square foot residence. The Debtors operate a pepper farm on the property and, to the best of TD Bank's knowledge, Bhalvinder, Jagrajbir and Gurminder reside in the home.

Defaults Under the Agriculture Letter Agreement and Issuance of Demands

9. This file was transferred to the group within TD Bank that handles its high-risk loans in January 2024. The impetus for the transfer was delinquent loan payments and inability to reduce LOC balance to the authorized limit. Notwithstanding various defaults under the Agriculture Letter Agreement, TD Bank supported the Debtors. TD Bank provided the Debtors with various forms of accommodations, in the absence of a formal forbearance agreement, including granting temporary increases to the limit on the LOC and deferring principal and interest payments.

10. Unfortunately, the Debtors committed further defaults and failed to honour certain requests of the Bank. For example, the Debtors refused to authorize their listing realtor to speak directly with TD Bank and subsequently extended the listing agreement against the Bank's wishes.

11. TD Bank issued demands for repayment to Uppal Farms, Bhalvinder and Jagrajbir, through counsel, by letters dated July 8, 2024. TD Bank concurrently issued demands for

repayment under the guarantees. Attached as **Exhibits “R”, “S” and “T”** are copies of the demand letters. The Debtors’ defaults at that time included:

- a) Failure to maintain the LOC within limit;
- b) Failure to maintain the requisite Debt Service Coverage ratio;
- c) Failure to provide required reporting on time or at all;
- d) Failure to pay property taxes on time or at all;
- e) Failure to obtain TD Bank’s consent prior to the registration of subordinate charges against title to the Lands;
- f) Failure to provide bi-weekly updates from the realtor with regards to the listing of the Lot 5 Lands; and
- g) Failure to obtain TD Bank’s consent prior to an extension of the listing agreement for the Lot 5 Lands.

12. The indebtedness under the Agricultural Loans was not repaid within the demand period or otherwise.

The Forbearance Agreement

13. Notwithstanding the Debtors’ failure to repay the indebtedness, and despite the debtors’ various defaults, TD Bank did not immediately seek to enforce its rights under the Agriculture Letter Agreement and the Security. TD Bank remained inclined to provide the Debtors additional time to secure refinancing or a sale, but under the terms and conditions of the Forbearance Agreement. TD Bank and the Debtors negotiated the Forbearance Agreement through our respective lawyers. Attached as **Exhibit “U”** is a copy of the fully executed Forbearance Agreement. Attached as **Exhibit “V”** is a copy of Deloitte’s engagement letter for its appointment as Monitor together with the Debtors’ consent to same.

14. The Debtors, with the assistance of an external accountant, prepared and provided a cashflow projection to TD Bank prior to the preparation of the Forbearance Agreement. The

cashflow projection was relied upon in crafting the reductions to the LOC's limits and the timing and quantum of the payments required under the Forbearance Agreement (i.e., the projection showed there ought to be available funds for all required payments).

Various Additional Defaults Under the Forbearance Agreement

15. The Debtors subsequently committed defaults under the Forbearance Agreement, including by reason of:

- a) Failure to pay all property taxes due and owing in respect of the Lands, in full, by August 30, 2024. The Debtors did make a partial payment, but not in an amount sufficient to retire the arrears. Attached together as **Exhibit "W"** are copies of tax certificates for the Lands dated October 18, 2024;
- b) Failure to pay \$100,000 on account of interest arrears by October 14, 2024;
- c) Failure to pay \$100,000 on account of interest arrears by October 21, 2024;
- d) Failure to remit any of the payments necessary to maintain the LOC within the required stepdown limits;
- e) Failure to deliver YTD financial statements for the month ending September 30, 2024 by October 15, 2024; and
- f) Failure to provide required monthly reporting on time or at all.

The Debtors' Marketing of the Lot 5 Lands and Refusal to Accept Offer

16. The Debtors listed the Lot 5 Lands for sale on April 1, 2024. The property has been consistently marketed since. The Lot 5 Lands were initially listed at \$5,199,900. The list price was subsequently reduced to \$4.8 million and then again to \$4.6 million.

17. As noted above, the Debtors refused to permit the realtor to communicate directly with TD Bank. Accordingly, as part of the forbearance arrangement, TD Bank insisted on receipt of bi-weekly reports from the new realtor, J-D Murray of NAI Commercial, including updates regarding the marketing efforts, market interest, offers and any recommendations.

18. Mr. Murray reported the following offers to TD Bank:

- a) On August 7, 2024, an offer from 1491125 B.C. Ltd. at a price of \$3.7 million, subject to due diligence. Uppal Farms countered at \$4.5 million. The prospective purchaser countered at \$3.95 million. Uppal Farms countered further at \$4.34 million. The prospective purchaser then advised \$3.95 million was the highest price it was willing to offer. Uppal Farms did not respond;
- b) On August 25, 2024, a further offer from 1491125 B.C. Ltd. at a price of \$3.97 million. Uppal Farms did not counter. The offer was resubmitted on August 28, 2024 and again Uppal Farms did not respond; and
- c) On September 3, 2024, an offer from 1402574 B.C. Ltd. (the same group but using a different numbered company) at a price of \$4 million. Uppal Farms did not respond.

19. Mr. Murray advised TD Bank as follows:

- a) With the exception of the above prospective purchaser, in respect of whom Uppal Farms was not responding, all other prospective purchasers advised that they would not submit an offer at a price over \$4 million;
- b) One prospective purchaser was unable to secure financing at a price below \$4 million based on the income derived from the property; and
- c) A realtor for a prospective purchaser advised that their client was going to write an offer in the \$3.5 million range; however, no such offer ever materialized.

20. Based on the full listing history and market response, Mr. Murray's advice to the Bank was that any offer in excess of \$4 million ought to be accepted and would represent fair market value. Attached as **Exhibit "X"** is a copy of a marketing report received from the realtor in early October 2024.

21. I am advised by Mr. Murray, and verily believe, that on September 12, 2024 1402574 B.C. Ltd. submitted a final offer at \$4.11 million. Uppal Farms again did not respond. Mr.

Murray was concerned about the potential loss of the highest and best price achievable in the market. As a result, we asked our lawyer to email Debtors' counsel in an effort to encourage them to accept the offer. Attached as **Exhibit "Y"** is a copy of the exchange of emails between Mr. Stephens and Mr. Bains dated September 27, 2024. I am advised by Mr. Stephens and verily believe that no further response was received from Mr. Bains.

22. TD Bank's counsel subsequently assisted in the preparation of an offer that a receiver could, if appointed, accept on behalf of Uppal Farms. The prospective purchaser executed this form of offer, a copy of which is attached as **Exhibit "Z"**. As part of the relief sought, TD Bank seeks an order directing Deloitte, in its capacity as receiver, to accept the offer. Jeff Keeble of Deloitte is aware TD Bank is seeking that relief and has confirmed, if appointed receiver, Deloitte would be content to carry out such a direction.

Unsubstantiated Discussions Regarding a Pending Refinancing

23. Over a number of months the Debtors (through Gurminder) repeatedly advised that a refinancing was in the works and close to completion. Despite request, we were not provided with any form of documentary evidence to substantiate these claims. No discussion paper, commitment letter or similar form of document or agreement has been received. We have no faith that a refinancing is pending or, in particular, that funding conditions could be satisfied within a reasonable period of time (or at all) in light of the Debtors' financial condition and the charges registered on title to the Lands.

The Indebtedness and the Expected Shortfall

24. As of October 23, 2024 the outstanding balance on the Agricultural Loans totalled \$12,469,626.36, exclusive of costs and expenses, and without any penalty or bonus. The particulars are as follows:

Borrower	Description	Principal Outstanding	Interest Outstanding	Fees Outstanding	Total	Payment
Upper Farms & Greenhouses Ltd.	Operating Line of Credit	\$ 700,000.00	\$ 1,000.00	\$ 11.75	\$ 701,011.75	\$ -
	Loan	\$ 1,175,000.00	\$ 131,000.00	\$ -	\$ 1,306,000.00	\$ 1,475,000.00
	Loan	\$ 700,000.00	\$ 10,000.00	\$ -	\$ 710,000.00	\$ 475,000.00
	Loan	\$ 1,000,000.00	\$ 10,000.00	\$ -	\$ 1,010,000.00	\$ 114,760.00
	Loan	\$ 200,000.00	\$ 2,000.00	\$ -	\$ 202,000.00	\$ 84,000.00
	Loan	\$ 3,000,000.00	\$ 33,000.00	\$ -	\$ 3,033,000.00	\$ 3,000,000.00
					\$ 11,059,388.41	

Borrower	Description	Principal Outstanding	Interest Outstanding	Fees Outstanding	Total	Payment
Emulsion Transport and Logistics Inc.	Loan	\$ 1,000,000.00	\$ 81,000.00	\$ -	\$ 1,081,000.00	\$ 200,000.00
					\$ 1,081,000.00	

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25. For the reasons set out above, the Bank believes the fair market value of the Lot 5 Lands to be \$4.11 million (with the caveat that the offer remains subject to a number of conditions). The Lot 10 Lands' assessed value is \$3,905,126. TD Bank is in the process of obtaining updated appraisals; however, based on the somewhat dated appraisal in our possession, a sale price at or even a few million dollars in excess of its forced liquidation value will result in the Bank suffering a significant shortfall.

Recent Diversion of Funds

26. The pepper farm has one primary customer, Windset Farms. Windset Farms has regularly made deposits into the Debtors' account at TD Bank. On average, the deposits made by Windset Farms totalled around \$90,000 per week. However, in a break from historical practice, no deposits have been made by Windset Farms into the TD account since October 9, 2024.

27. As noted above, the Debtors previously advised TD Bank that a lease payment in the approximate amount of \$80,000 would be received in September 2024 (it was included in the cash flow projection described above). This payment has also not been received into a TD account.

28. No transactions have occurred on the TD account since October 15, 2024. The cashflow projection provided by the Debtor anticipated deposits of \$109,760 on October 16, 2024 and \$114,760 on October 23, 2024. Neither has been received. The projection anticipated additional deposits of \$109,760 on October 30, 2024 and November 6, 2024. In short, it appears that the

Debtors have opened an account at another financial institution and are diverting significant amounts of money away from TD Bank. In light of the shortfall that the Bank stands to suffer, receipt of these monies is critical to the Bank's security position and the diversion of payments needs to be addressed on an urgent basis.

The Apparent Lease Arrangements for the Lot 5 Lands/Inability to Attorn Rents

29. Despite request, the Debtors neglected or refused to provide TD Bank with a copy of the lease for the Lot 5 Lands. Accordingly, we are rendered unable to give notice to the lessee and to exercise the Bank's right to receive the rents and lease payments arising from the property.

The Debtors Lack Working Capital and the Bank is Unwilling to Extend Further Credit

30. The Debtors do not have access to working capital sufficient to continue the farming operations as a going concern. TD Bank has permitted further excesses on the LOC for certain critical payments, but is unwilling to continue to extend credit absent the appointment of Deloitte as receiver.

31. Related to the foregoing:

- a) The Debtors have no funds available to pay payroll. The Bank has allowed payroll to increase the excess on the LOC in order to ensure staff are paid and operations may continue. However, the Bank has no appetite to continue to do so if a receiver is not appointed and the Debtors continue to manage the operations;
- b) Natural gas has been turned off. Gurminder advised that arrears totalling \$88,000 must be paid in order to get the gas turned back on. Going forward, \$55,000 per month must be remitted to keep the gas on. Lack of heat in the greenhouse will, at best, decrease yields and shorten the season or, at worst, cause irreparable harm to the property and the business.
- c) The improvements on the Lands are generally in a poor state of repair and the subject of significant deferred maintenance. As a result of the Debtors' lack of funds, we are concerned about proper maintenance and potential damage to the Lands and improvements.

- d) Gurminder advised that the Debtors' accounting firm has refused to perform any further work due to non-payment. Accordingly, the Debtors will be unable to satisfy their various obligations dependent upon the work of their accountants (including, for example, to provide monthly, quarterly and annual reporting to the Bank).

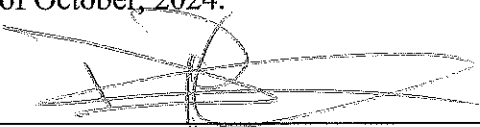
Loss of Faith in Management

32. For the reasons set out above, and in particular the Debtors' lack of cooperation, lack of responsiveness, and contractual breaches, TD Bank has lost faith in the Debtors and their ability to manage the farming operations on the Lands.

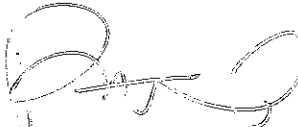
The Proposed Receiver

33. Deloitte is a Licensed Insolvency Trustee and has substantial experience as a receiver and officer of the court, including with appointments of this nature. Deloitte also served as the Monitor under the terms of the Forbearance Agreement and, consequently, has considerable knowledge of the Debtors, the farming operations and the financial circumstances. Attached as **Exhibit "AA"** is a copy of Deloitte's consent to act as receiver and manager herein.

AFFIRMED BEFORE ME at the City of
Calgary, in the Province of Alberta, this 25
day of October, 2024.

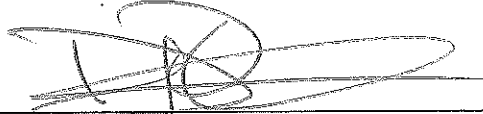

A Commissioner for taking Affidavits within
Alberta

Derek Pontin
Barrister and Solicitor



KRISTA HOTEL

This is Exhibit "A" referred to in the affidavit of K. Hotel sworn before me at Calgary this 28 day of October 2024.

A handwritten signature in black ink, appearing to be 'Derek Pontin', written over a horizontal line.

A Commissioner for taking Affidavits within Alberta

Derek Pontin
Barrister and Solicitor



Commercial Banking

Financial Restructuring Group
 TD Canada Trust Tower
 421 7th Avenue S.W., 10th Floor.
 Calgary, Alberta.
 T2P 4K9

Telephone No.: 403-241-8804
 Fax No.: 403-292-2863

March 28, 2024

UPPAL FARMS & GREENHOUSES LTD.

34050 Hallert Road.
 Abbotsford, BC.
 V3G 1P9

Attention: Bhalvinder Thadi and Jagrajbir Uppal

AGRICULTURE SERVICES LETTER OF AGREEMENT

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

BORROWER

- A) **UPPAL FARMS & GREENHOUSES LTD.**
 B) **BHALVINDER K THANDI AND JAGRAJBIR K UPPAL** (Collectively, the "Borrower")

LENDER

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

CREDIT LIMIT

- A1) \$500,000 CAD except for the period from April 1 2024 to September 30 2024 during which time the limit will increase to \$1,000,000 plus an amount equal to shareholder injections, up to a maximum limit of \$1,750,000, and as reduced per "Repayment and Reduction of Amount of Credit Facility"
- A2) \$4,775,870 CAD
- A3) \$722,173 CAD
- A4) \$106,065 CAD

- A5) \$203,230 CAD
- A6) \$3,600,000 CAD
- B1) \$1,391,486 CAD

TYPE OF CREDIT AND BORROWING OPTIONS

- A1) **Agriculture Operating Loan** available at the Borrower's option by way of:
 - Prime Rate Based Loans in CAD\$ ("Prime Based Loans")
- A2, A3, A6, B1) **Long Term Farm Loan** available at the Borrower's option by way of:
 - Floating Rate Term Loan available by way of:
 - Prime Based Loans in CAD\$ ("Prime Based Loans")
 - Fixed Rate Loan in CAD\$
- A4, A5) **Agriculture Term Loan** available at the Borrower's option by way of:
 - Floating Rate Term Loan available by way of:
 - Prime Based Loans in CAD\$ ("Prime Based Loans")
 - Fixed Rate Loan in CAD\$

PURPOSE

- A1) To finance day to day working capital
- A2, A3) To refinance Bank of Montreal debt.
- A4) To refinance Bank of Montreal debt pre-payment penalty
- A5) To finance insurance deductible
- A6) To finance the purchase of 34211 Hallert Rd.
- B1) To payout demand loan for home construction.

TENOR

- A1) Uncommitted
- A2, A3, A4, A5, A6, B1) Committed

RATE TERM

- A1) No term
- A2) 36 months to June 1, 2024.
- A3) 36 months to June 5, 2024.
- A4) 35 months to July 1, 2024.
- A5) 36 months to January 31, 2026.
- A6) 24 months to November 30, 2024.
- B1) 36 months to June 5, 2024.

AMORTIZATION

- A2) 240 months to June 1, 2041.
- A3) 120 months to June 5, 2031.
- A4) 59 months to July 1, 2026.
- A5) 60 months to February 1, 2027.
- A6) 300 months to November 30, 2047.
- B1) 240 months to June 5, 2041.

INTEREST RATES AND FEES

Advances shall bear interest and fees as follows:

- A1) **Agriculture Operating Loan:**
 - Prime Based Loans: Prime Rate + 2.00% per annum
- A2, A3, A6) **Long Term Farm Loan:**
 - Prime Based Loans: Prime Rate + 2.50% per annum
 - Fixed Rate Term Loan: As determined by the Bank, in its sole discretion, for the Rate Term requested by the Borrower, and as confirmed in the Rate and Payment Terms Notice applicable to that Fixed Rate Term Loan.
 - At maturity, Fixed Rate option no longer available.
- A4, A5) **Agriculture Term Loan:**
 - Prime Based Loans: Prime Rate + 2.50% per annum

- Fixed Rate Term Loan: As determined by the Bank, in its sole discretion, for the Rate Term requested by the Borrower, and as confirmed in the Rate and Payment Terms Notice applicable to that Fixed Rate Term Loan.
- At maturity, Fixed Rate option no longer available.

B1) Long Term Farm Loan:

- Prime Based Loans: Prime Rate + 2.50% per annum
- Fixed Rate Term Loan: As determined by the Bank, in its sole discretion, for the Rate Term requested by the Borrower, and as confirmed in the Rate and Payment Terms Notice applicable to that Fixed Rate Term Loan.
- At maturity, Fixed Rate option no longer available.

For all Facilities, interest payments will be made in accordance with Schedule "A" attached hereto unless otherwise stated in this Letter Agreement, or in the Rate and Payment Terms Notice or other notice delivered by the Bank to the Borrower 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.

The Interest Calculation and Payment clause in Schedule "A" as it applies to interest on Fixed Rate Term Loans does not apply to Long Term Farm Loans. Interest on Long Term Farm Loans Fixed Rate Loans is compounded semi-annually and payable monthly in arrears.

ADMINISTRATION FEE

\$250 per month.

RENEWAL FEE

\$10,000 per annum.

WORK FEE

The Borrower has paid a one-time non-refundable work fee of \$10,000. In addition, a fee of 2.5% of the bulge amount will be paid when advanced.

EXCESS MONITORING FEE

The Borrower shall pay, unless waived by the Bank in the Bank's sole discretion, a daily Excess Monitoring Fee of \$500.00, 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.

LATE REPORTING FEE

The Borrower shall pay, unless waived by the Bank in the Bank's sole discretion, a Late Reporting Fee of \$500.00 per occurrence, and monthly thereafter until reporting is provided to the Bank, each time financial reporting is not provided within the timelines established in the Positive Covenants and Reporting Covenants.

DRAWDOWN

A1) a) Available in a revolving basis via overdraft on account 5267501 9032.

A2, A3, A4, Fully drawn.
A5, A6, B1)

OVERDRAFTS

A1) The Borrower will have access to Prime Based Loans under the Operating Loan via overdraft from Account Number **5267501** at Branch **9032** (the "Account") up to the Credit Limit.

REPAYMENT AND REDUCTION OF AMOUNT OF CREDIT FACILITY

A1) On demand. In the absence of demand, Operating Line limit will be reduced to the lesser of the current limit or;
\$1,600,000 at May 31, 2024
\$1,400,000 at June 30, 2024
\$1,200,000 at July 31, 2024
\$1,000,000 at August 31, 2024
\$500,000 at September 30, 2024

A2) a) Floating Rate: Equal quarterly payments of principal unless earlier demanded upon the occurrence of an Event of Default. The amount of the payment, the date on which the payments begin, the day each payment is due, and the Maturity Date for this Facility shall be determined on the date of drawdown and set out in in the Rate and Payment Terms Notice. Payment of Interest on Floating Rate Term Loans will be in accordance with Schedule "A" attached hereto.

b) Principal payment deferral authorized from February 1, 2024, to July 31, 2024, with no change to amortization.

A3) a) Floating Rate: Equal monthly payments of principal unless earlier demanded upon the occurrence of an Event of Default. The amount of the payment, the date on which the payments begin, the day each payment is due, and the Maturity Date for this Facility shall be determined on the date of drawdown and set out in in the Rate and Payment Terms Notice. Payment of Interest on Floating Rate Term Loans will be in accordance with Schedule "A" attached hereto.

b) Principal payment deferral authorized from February 1, 2024, to July 31, 2024, with no change to amortization.

A4) a) Floating Rate: Equal monthly payments of principal unless earlier demanded upon the occurrence of an Event of Default. The amount of the payment, the date on which the payments begin, the day each payment is due, and the Maturity Date for this Facility shall be determined on the date of drawdown and set out in in the Rate and Payment Terms Notice. Payment of Interest on Floating Rate Term Loans will be in accordance with Schedule "A" attached hereto.

b) Principal payment deferral authorized from February 1, 2024, to July 31, 2024, with no change to amortization.

- A5) a) Floating Rate: Equal annual payments of principal unless earlier demanded upon the occurrence of an Event of Default. The amount of the payment, the date on which the payments begin, the day each payment is due, and the Maturity Date for this Facility shall be determined on the date of drawdown and set out in in the Rate and Payment Terms Notice. Payment of Interest on Floating Rate Term Loans will be in accordance with Schedule "A" attached hereto.
- b) Principal payment deferral authorized from January 31, 2024, to July 31, 2024, with no change to amortization.
- A6) a) Floating Rate: Equal annual payments of principal unless earlier demanded upon the occurrence of an Event of Default. The amount of the payment, the date on which the payments begin, the day each payment is due, and the Maturity Date for this Facility shall be determined on the date of drawdown and set out in in the Rate and Payment Terms Notice. Payment of Interest on Floating Rate Term Loans will be in accordance with Schedule "A" attached hereto.
- b) Principal payment deferral authorized from November 30, 2023, to July 31, 2024, with no change to amortization.

Monthly interest only payments to commence March 1, 2024.

- B1) Floating Rate: Equal monthly payments of principal unless earlier demanded upon the occurrence of an Event of Default. The amount of the payment, the date on which the payments begin, the day each payment is due, and the Maturity Date for this Facility shall be determined on the date of drawdown and set out in in the Rate and Payment Terms Notice. Payment of Interest on Floating Rate Term Loans will be in accordance with Schedule "A" attached hereto.

PREPAYMENT

- A2, A3, A4, A5, A6) Prepayment charges referred to in Schedule "A" for Facilities where the Tenor is described as Committed and Drawdown is not on a revolving basis are waived for amounts outstanding that have been borrowed by way of Prime Based Loans.

Where the Term is 10 years or less from the date of drawdown, prepayment of up to 10% of the Credit Limit of a Fixed Rate Long Term Farm Loan, Agriculture Term Loan, Dairy Term Loan or Poultry Term Loan is permitted during any calendar year without penalty, provided that only one prepayment per year is permitted and such percentage is not cumulative from year to year. Any amounts in excess of 10% of the Credit Limit prepaid during the year are subject to prepayment charges referred to in Schedule "A".

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.

- aa) General Security Agreement ("GSA") representing a First charge on all the Borrower's present and after acquired personal property, and all other properties, assets, and undertakings of **UPPAL FARMS & GREENHOUSES LTD.**

- ab) Section 427 Bank Act Security representing a First charge on:
 - All crops grown or harvested on farmland located at 34050 Hallert Road, Abbotsford, BC.
- ac) Continuing Collateral Mortgage, representing a First charge, on real property located at 34211 Hallert Road, Abbotsford, BC in the principal amount of CAD \$4,800,000, beneficially owned by and registered in the name of **UPPAL FARMS & GREENHOUSES LTD.**
- ad) General Assignment of Rents representing a First charge on Rents on real property located at 34211 Hallert Road, Abbotsford, BC.
- ae) Assignment of Fire Insurance in the amount of CAD \$11,366,635, with TD listed as First Loss Payee, on real property located at 34050 Hallert Road, Abbotsford, BC.
- af) Assignment of Fire Insurance in the amount of CAD \$950,000 on real property located at 34211 Hallert Road, Abbotsford, BC., with TD listed as Loss Payee.
- ag) Unlimited Personal Guarantee of Advances executed by **BHALVINDER KAUR THANDI** (the "Guarantor") for the obligations of **UPPAL FARMS & GREENHOUSES LTD.**, in favour of the Bank.
- ah) Unlimited Personal Guarantee of Advances executed by **JAGRAJBIR KAUR UPPAL** (the "Guarantor") for the obligations of **UPPAL FARMS & GREENHOUSES LTD.**, in favour of the Bank.
- ai) Unlimited Personal Guarantee of Advances executed by **GURMINDER SINGH UPPAL** (the "Guarantor") for the obligations of **UPPAL FARMS & GREENHOUSES LTD.**, in favour of the Bank.
- aj) Unlimited Personal Guarantee of Advances executed by **PAWANBIR SINGH UPPAL** (the "Guarantor") for the obligations of **UPPAL FARMS & GREENHOUSES LTD.**, in favour of the Bank.
- ak) Assignment of Crop Insurance - *(To Be Obtained)*
- ba) General Security Agreement ("GSA") representing a First charge on all the present and after acquired personal property, and all other properties, assets, and undertakings of **BHALVINDER KAUR THANDI**.
- bb) General Security Agreement ("GSA") representing a First charge on all the present and after acquired personal property, and all other properties, assets, and undertakings of **JAGRAJBIR KAUR UPPAL**.
- bc) Continuing Collateral Mortgage, representing a First charge, on real property located at 34050 Hallert Road, Abbotsford, BC in the principal amount of CAD \$10,000,000, beneficially owned by and registered in the name of **BHALVINDER KAUR THANDI** and **JAGRAJBIR KAUR UPPAL**.
- bd) General Assignment of Rents and Leases representing a First charge on real property located at 34050 Hallert Road, Abbotsford, BC.
- be) Assignment of Fire Insurance in the amount of CAD \$1,245,594 on real property located at 34050 Hallert Road, Abbotsford, BC., with TD listed as Loss Payee.
- bf) Unlimited Corporate Guarantee of Advances executed by **UPPAL FARMS & GREENHOUSES LTD.** (the "Guarantor") for the obligations of **BHALVINDER K THANDI AND JAGRAJBIR K UPPAL**, in favour of the Bank.

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:

Facility #A1:

- a) Bulge facility to be made available when confirmation of capital injection, including amount, source, and repayment terms (if applicable) are received. Amount of bulge over \$500,000 to increase to match amount of capital injection up to maximum of available limit of Facility #A1.
- b) Finalized monthly accountant prepared cash flow, acceptable to the Bank.
- c) Satisfactory ESQ-BEQ for 34050 and 34211 Hallert Road.

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".

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

Facilities #A1, A2, A3, A4, A5, A6:

- a) Updates are to be provided by the client's realtor, starting April 5, 2024, and bi-weekly thereafter with regards to the listing of 34211 Hallert Road.
- b) Reduce list price of 34211 Hallert Road via monthly step downs in an amount determined by the Bank, to a maximum of 5% of the current list price. The first reduction is to occur on April 15, 2024 and then the 15th of each month thereafter.
- c) Any offers on the property located at 34211 Hallert Rd that the Borrower's realtor receives, are to be presented to the Bank within 48 hours.
- d) The Bank will order updated appraisals for the properties located at 34211 Hallert Rd and 34050 Hallert Road, at the Borrower's expense. Borrower to provide full access to the properties to the appraiser.
- e) Proceeds of the sale of 34211 Hallert Rd will be distributed at the sole discretion of the Bank.

- f) Confirmation the annual required documents for BC Speculation Tax have been prepared and submitted by May 31, 2024.
- g) Interest on term loans to be brought current by July 31, 2024.

All Facilities:

- h) Upon fixed rate maturity of all facilities, loans will be converted to non-blended principal and interest payment.

Reporting Requirements

The Borrower will provide:

- a) Provide Review Engagement financial statements for Uppal Farms and Greenhouses Ltd. to the Bank within 90 days of fiscal year end.
- b) Provide Accountant-prepared quarterly financial statements for Uppal Farms and Greenhouses Ltd. to the Bank within 25 days of quarter ending March 31st, June 30th, September 30th, and December 31st.
- c) Provide monthly Accountant prepared cashflow statement (with comparison of actual to projected) for Uppal Farms & Greenhouses Ltd. to the Bank within 25 days of month end.

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 and will ensure that its subsidiaries and each of the Guarantors will observe the Standard Negative Covenants set out in Schedule "A". In addition:

Facilities # A1, A2, A3, A4, A5, A6:

- a) No principal or interest payments are to be made to ACC until the Bulge has been fully repaid, the operating line limit is reduced to \$500,000 and the balance owing is within limit.
- b) No payments are to be made to First on Site until the Bulge has been fully repaid, the operating line limit reduced to \$500,000 and the balance owing is within limit.
- c) No principal or interest payments are to be made to Duc Huy Ngo, Jasvir Kaur Johal, Dalijit Singh or any other private debt, without prior written consent of the Bank.
- d) No payments are to be made until the Bulge has been fully repaid if capital injections provided are borrowed funds.
- e) Will not extend the real estate listing contract for 34211 Hallert Road, Abbotsford, BC, without the consent of the Bank.

PERMITTED LIENS

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

- a) Liens are permitted to a maximum of \$500,000, of which up to \$400,000 is permitted for ACC Farmer's Financial, except for 2024 growing season which new advances are nil.

FINANCIAL COVENANTS

The Borrower agrees at all times to:

- a) Maintain a Debt Service Coverage ratio (DSC), based on the financial statements of Uppal Farms & Greenhouses Ltd., of not less than 110%. The DSC is to be calculated as follows:

$$\frac{(\text{EBITDA}^* + \text{Contributions} - \text{Drawings}^{**} - \text{Unfinanced CAPEX}^{***})}{(\text{Principal} + \text{Interest})^{****}}$$

*EBITDA is defined as earnings before interest, taxes, depreciation, and amortization (net of gains and losses related to the sale of capital assets).

**Contributions and Drawings includes, but is not limited to, changes in shareholder loans/receivables, related party loans/receivables and dividends.

***Unfinanced CAPEX is defined as capital purchases less capital sales less any financing received for capital purchases.

****Principal and Interest (P+ I) is to include actual P+I of Borrower A.

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. In addition:

Facility #B1:

- a) Any Default or breach of any condition or covenant or the occurrence of an event of default with respect to the obligations of Uppal Farms & Greenhouses Ltd. to the Bank shall constitute an event of default under the terms of this agreement and the credit facilities provided to Bhalvinder K Thandi and Jagrajbir K Uppal.

ANCILLARY FACILITIES

As at the date of this Agreement, the following uncommitted ancillary products are made available. These products may be subject to other agreements.

- A) TD Visa Business card (or cards) for an aggregate amount of \$40,000.

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 **April 2, 2024**.

Yours truly,

THE TORONTO-DOMINION BANK



Krista Hotel
Account Manager



Taunja Byers
Manager Commercial Credit

TO THE TORONTO-DOMINION BANK:

UPPAL FARMS & GREENHOUSES LTD., and BHALVINDER K THANDI AND JAGRAJBIR K UPPAL hereby

accepts the foregoing offer this 01 day of April, 2024.

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.

Jagrajbir K. Uppal
Signature

Bhalvinder K. Thandi
Signature

Jagrajbir Kaur Uppal
Print Name & Position
Owner

Bhalvinder Kaur Thandi
Print Name & Position
Owner

cc. Guarantor(s)

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

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

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

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

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

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

2. INTEREST CALCULATION AND PAYMENT

Interest on Prime Based Loans 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.

Interest on Daily Compounded CORRA Loans and Daily Simple SOFR Loans is calculated daily (including February 29 in a leap year) and payable on the interest payment date in arrears based on the number of days the subject loan is outstanding unless otherwise provided in the Rate and Payment Terms Notice or other form of notice provided by the Bank to the Borrower. Interest is charged on February 29 in a leap year.

Interest on Term SOFR Loans and Term CORRA Loans is calculated and payable at the end of the interest period or contract maturity in arrears, for the number of days in the Term SOFR or Term CORRA interest period, as applicable.

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

Interest 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 the Bank's standard rate charged from time to time for overdrafts, or such lower interest rate if the Bank agrees to a lower interest rate in writing. Nothing in this clause shall be deemed to authorize the Borrower to incur loans in excess of the Credit Limit.

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

3. DRAWDOWN PROVISIONS

Prime Based and USBR Loans

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

Daily Compounded CORRA Loans and Daily Simple SOFR Loans

Except as otherwise stated in this Agreement or agreed to by the Bank, the minimum amount of a drawdown by way of Daily Compounded CORRA Loans is CAD\$1,000,000 and the minimum amount of a drawdown by way of Daily Simple SOFR Loans is USD\$1,000,000. For committed facilities, the Borrower shall advise the Bank of the requested Daily Compounded CORRA Loan or Daily Simple SOFR Loan contract maturity or interest period. In no event shall the term of the Daily Compounded CORRA Loan or Daily Simple SOFR Loan contract under a committed facility exceed the Contractual Term Maturity Date or Maturity Date, as applicable. The Borrower shall provide the Bank with 3 Business Days' notice of a requested Daily Compounded CORRA Loans and Daily Simple SOFR Loans.

Term SOFR Loans and Term CORRA Loans

Except as otherwise stated in this Agreement or agreed to by the Bank, the minimum amount of a drawdown by way of Term CORRA Loans is CAD\$1,000,000 and the minimum amount of a drawdown by way of Term Simple SOFR Loans is USD\$1,000,000.

The Borrower shall advise the Bank of the requested Term SOFR Loan or Term CORRA Loan contract maturity or interest period. In no event shall the term or interest period of a Term SOFR Loan or Term CORRA Loan exceed the Contractual Term Maturity Date or Maturity Date, as applicable. The Borrower will provide the Bank with 3 Business Days' notice of a requested Term SOFR Loan or a Term CORRA Loan.

L/C and/or L/G

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

SOFR and CORRA - Conversion

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

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

The Borrower will advise the Bank at least 3 Business Days prior to the maturity of an interest rate period for a Term CORRA Loan or Term SOFR Loan under the Operating Loan as to whether the Term CORRA Loan or Term SOFR Loan will be (i) rolled over for an additional interest rate period of the same duration or (ii) converted to another borrowing option under this Agreement. If the Borrower fails to do so, the Term CORRA Loan or Term SOFR Loan will automatically be converted to a Prime Based Loan for Term CORRA Loans or USBR Loan for Term SOFR Loans at the end of the interest rate period.

SOFR and CORRA – Market Disruption, Benchmark Cessation

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

Cash Management

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

Notice

Prior to each drawdown under a Fixed Rate Term Loan, other than a Long Term Farm Loan, an Agriculture Term Loan, a Canadian Agricultural Loans Act Loan, a Dairy Term Loan or a Poultry Term Loan and at least 10 days prior to the maturity of each Rate Term, 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 Daily Compounded CORRA or Daily Simple SOFR Loan or under the operating loan, send a Rate and Payment Terms Notice to the Borrower.

At least 10 days prior to the contract maturity or the last day of the interest period for a Term CORRA Loan, Daily Compounded CORRA Loan, Term SOFR Loan or Daily Simple SOFR Loan, the Borrower will advise the Bank of its election to repay the loan in full; roll over the loan by electing to continue such loan for an additional interest period for the same tenor as the initial period, and thereafter, each successive period, (subject to availability hereunder); or convert the loan to another interest rate type and term available under this Letter Agreement. In no event shall the term of any Term CORRA Loan, Daily Compounded CORRA Loan, Term SOFR Loan or Daily Simple SOFR Loan exceed the Contractual Term Maturity Date or Maturity Date, as applicable. The Bank will, after each drawdown or election hereunder with respect to a Term CORRA Loan, Daily Compounded CORRA Loan, Term SOFR Loan or Daily Simple SOFR Loan, send a Rate and Payment Terms Notice or other noticed delivered by the Bank to the Borrower.

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 Yield Maintenance, being the difference between:
 - a. the current outstanding principal balance of the Fixed Rate Term Loan; and
 - b. the sum of the present values as of the date of the prepayment of the future payments to be made on the Fixed Rate Term Loan until the last day of a Rate Term, plus the present value of the principal amount of the Fixed Rate Term Loan that would have been due on the maturity of the Rate Term, when discounted at the Government of Canada bond yield rate with a term which has the closest maturity to the unexpired term of the Fixed Rate Term Loan.

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 Yield Maintenance, being the difference between:
 - a. the current outstanding principal balance of the Fixed Rate Term Loan; and
 - b. the sum of the present values as of the date of the prepayment of the future payments to be made on the Fixed Rate Term Loan until the last day of the Rate Term, plus the present value of the principal amount of the Fixed Rate Term Loan that would have been due on the maturity of the Rate Term when discounted at the Government of Canada bond yield rate with a term which has the closest maturity to the unexpired term of the Fixed Rate Term Loan.

Term CORRA Loans and Term SOFR Loans

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

Floating Rate Term Loans

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

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

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 the International Financial Reporting Standards or GAAP for Private Enterprises.
- 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.
- h) If the Bank Security includes a charge on real property, the Borrower or Guarantor, as applicable, is the legal and beneficial owner of the real property with good and marketable title in fee simple thereto, free from all easements, rights-of-way, agreements, restrictions, mortgages, liens, executions and other encumbrances, save and except for those approved by the Bank in writing.
- i) All information that the Borrower has provided to the Bank is accurate and complete respecting, where applicable:
 - i) the names of the Borrower's directors and the names and addresses of the Borrower's beneficial owners;

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

7. STANDARD POSITIVE COVENANTS

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, including, without limitation, such updated information and/or additional supporting information as the Bank may require with respect to any or all the matters in the Borrower's representation and warranty in Section 6(i).
- 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.
- 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.
- m) If the Borrower or a Guarantor is an individual, the Borrower or such Guarantor dies or is found by a court to be incapable of managing his or her affairs.

11. ACCELERATION

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

The Bank may demand the payment of principal and interest under the Operating Loan or Farm Property Line of Credit (and any other uncommitted facility) hereunder and cancel any undrawn portion of the Operating Loan or Farm Property Line of Credit (and any other uncommitted facility) hereunder, at any time whether or not an Event of Default has occurred.

12. INDEMNITY

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

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 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 or Farm Property Line of Credit (and any other uncommitted facility), including changing or adding fees that may be charged in connection therewith, or (ii) such change is for the benefit of the Borrower, or made at the Borrower's request, including without limitation, decreases to fees or interest payable hereunder or (iii) where such change makes compliance with this Agreement less onerous to the Borrower, including without limitation, release of security. These changes can be made by the Bank providing written notice to the Borrower of such changes in the form of a specific waiver or a document constituting an amending agreement. The Borrower is not required to execute such waiver or amending agreement, unless the Bank requests the Borrower to sign such waiver or amending agreement. A change in the Prime Rate and USBR is not an amendment to the terms of this Agreement that requires notification to be provided to the Borrower.
- b) Changes to the Agreement, other than as described in a) above, including changes to covenants and fees payable by the Borrower, are required to be agreed to by the Bank and the Borrower in writing, by the Bank and the Borrower each signing an amending agreement.
- c) The Bank is not required to notify a Guarantor of any change in the Agreement, including any increase in the Credit Limit.

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

Without limiting the generality of Section 25, the Bank or the Bank's agent, is authorized to debit any of the Borrower's accounts with the amount of the fees and expenses owed by the Borrower hereunder, including any registration, renewal and discharge fee as described in this section in connection with the Bank Security, even if that debiting creates an overdraft in any such account. If there are insufficient funds in the Borrower's accounts to reimburse the Bank or 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 or Farm Property Line of Credit.

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. NON-MERGER

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

22. ASSIGNMENT

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

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

23. RELEASE OF INFORMATION

The Borrower hereby irrevocably authorizes and directs 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.

24. FX CLOSE OUT

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

25. SET-OFF

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

of them are contingent or unmatured or in a different currency than the indebtedness and liability under this Agreement.

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

26. SEVERABILITY

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

27. MISCELLANEOUS

- i) The Borrower has received a signed copy of this Agreement;
- ii) If more than one Person, firm or corporation signs this Agreement as the Borrower, each party is jointly and severally liable hereunder, and the Bank may require payment of all amounts payable under this Agreement from any one of them, or a portion from each, but the Bank is released from any of its obligations by performing that obligation to any one of them;
- iii) Accounting terms will (to the extent not defined in this Agreement) be interpreted in accordance with accounting principles established from time to time by the Canadian Institute of Chartered Accountants (or any successor) consistently applied, and all financial statements and information provided to the Bank will be prepared in accordance with those principles;
- iv) This Agreement is governed by the law of the Province or Territory where the Branch/Centre is located;
- v) Unless stated otherwise, all amounts referred to herein are in Canadian dollars.
- vi) If the Borrower qualifies as an Eligible Enterprise and the facility/ies hereunder are not secured by a mortgage on real property, the Borrower has the right to cancel this Agreement without incurring a cancellation charge until the end of the third Business Day after the day on which this Agreement is entered into and may be entitled to the refund of certain fees other than (i) any amounts related to the use of the product or service prior to its cancellation; and (ii) any expense that the Bank has reasonably incurred in providing the product or service. Eligible Enterprise, as defined in the Bank Act, means a business with authorized credit of less than CAD\$1,000,000, fewer than 500 employees and annual revenues of less than CAD\$50,000,000.
- vii) If any payment hereunder becomes due and payable on a day which is not a Business Day, the due date of such payment shall be extended to the next succeeding Business Day on which such payment shall be due and payable. Notwithstanding the foregoing, if a payment with respect to a Term CORRA Loan, Daily Compounded CORRA Loan, Term SOFR Loan or Daily Simple SOFR Loan becomes due and payable on a day which is not a Business Day and the next succeeding Business Day is in a succeeding calendar month, the due date of such payment shall be the immediately preceding Business Day.

28. CUSTOMER RESOLUTION PROCESS

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

Alternatively, if you prefer to elevate the problem yourself, you may contact the Manager, or one of our telephone banking specialists at the toll-free number above, and they will assist you.

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

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

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

In this Section 29 and elsewhere in this Agreement, where applicable, "you" and "your" means the Borrower and "we", "our" and "us" means the Bank.

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

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

Here is a summary of our Privacy Policy.

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

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

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

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

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

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

We retain your information:

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

We may communicate with you:

We may communicate with you about your application. And about your existing and other products and services that may be of interest to you. We may contact you by mail, phone at the number(s) you have provided, text, email or other electronic methods

You can opt out of receiving offers or choose how we contact you for marketing campaign purposes. To do so, visit a TD branch or call us at 1-866-222-3456.

Application of Privacy Policy to Related Parties

If:

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

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

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

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

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

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

31. DEFINITIONS

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

"*Agreement*" means the agreement between the Bank and the Borrower set out in the Letter and this Schedule "A" - Standard Terms and Conditions, as amended from time to time in accordance with Section 15 of this Schedule "A".

"*All-In Rate*" means the greater of the interest rates that the Borrower pays for Floating Rate Loans or the highest fixed rate paid for Fixed Rate Term Loans.

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

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

"Branch/Centre" means The 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.

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

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

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

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

"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.

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

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

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

"Daily Compounded CORRA" means, for any day (a "CORRA Rate Day"), CORRA with interest accruing on a compounded daily basis, with the methodology and conventions for this rate (which will include compounding in arrears with a lookback) being established by the Bank in accordance with the methodology and conventions for this rate selected or recommended by the Bank of Canada, or a committee officially endorsed or convened by the Bank of Canada, or any successor thereto, for determining compounded CORRA for business loans; provided that if the Bank decides that any such convention is not administratively feasible for the Bank, then the Bank may establish another convention in its reasonable discretion; and provided that if the administrator has not provided or published CORRA and a Benchmark Replacement Date with respect to CORRA has not occurred, then, in respect of any day for which CORRA is required, references to CORRA will be deemed to be references to the last provided or published CORRA. Notwithstanding the foregoing, if a loan with an interest rate based on Daily Compounded CORRA has been hedged in its entirety with an interest rate swap with the Bank, the lookback period in the methodology for the calculation of Daily Compounded CORRA shall be two (2) business days."

For the avoidance of doubt, from the date hereof until such date that the Bank determines that the methodology and conventions described above have changed, CORRA, as used in the definition of Daily Compounded CORRA, shall mean, for any CORRA Rate Day, a rate per annum equal to the greater of (a) CORRA for the day (such day, a "CORRA Determination Day") that is five (5) Business Days prior to (i) if such CORRA Rate Day is a Business Day, such CORRA Rate Day or (ii) if such CORRA Rate Day is not a Business Day, the Business Day immediately preceding such CORRA Rate Day, in each case, as such CORRA is published by the CORRA

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

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

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

"Face Amount" means, in respect of 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 Facility at an interest rate which is fixed for a Rate Term at such rate as is determined by the Bank at its sole discretion.

"Floating Rate Loan" means any loan drawn down, converted or extended under a Facility at an interest rate which is referenced to a variable rate of interest, such as the Prime Rate.

"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.

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

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

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

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

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

"Rate and Payment Terms Notice" means the written notice sent by the Bank to the Borrower setting out the interest rate and payment terms for a particular drawdown.

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

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

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

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

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

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

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

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

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

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

"USBR" means the rate of interest per annum (based on a 365 day year) established by the Bank from time to time as the 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.

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



Financial Restructuring Group
 TD Canada Trust Tower
 421 7th Ave SW., 10th Floor.
 Calgary, Alberta.
 T2P 4K9

Telephone No.: 403-241-8804
 Fax No.: 403-292-2863

August 2, 2024

UPPAL FARMS & GREENHOUSES LTD.
 34050 Hallert Rd.
 Abbotsford, BC.
 V3G 1P9

Attention: Bhalvinder Thadi and Jagrajbir Uppal

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 **March 28, 2024**:

BORROWER

- A) **UPPAL FARMS & GREENHOUSES LTD.**
- B) **BHALVINDER K THANDI AND JAGRAJBIR K UPPAL** (Collectively, the "Borrower")

LENDER

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

REPAYMENT AND REDUCTION OF AMOUNT OF CREDIT FACILITY

- A1) On demand. In the absence of demand, Operating Line limit will be reduced to the lesser of the current limit or;
 \$1,600,000 at May 31, 2024
 \$1,400,000 at June 30, 2024
 \$1,200,000 at August 16, 2024
 \$1,000,000 at August 31, 2024
 \$500,000 at September 30, 2024

(This condition has been amended.)

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.

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.

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.

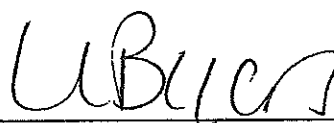
The Borrower will provide, or cause to be provided, such updated information and/or additional supporting information as the Bank may require from time to time with respect to any or all the matters in the Borrower's foregoing representation and warranty.

Yours truly,

THE TORONTO-DOMINION BANK



Krista Hotel
Account Manager



Taunja Byers
Manager Commercial Credit

This is Exhibit "B" referred to in the affidavit of K. Hotel sworn before me at Calgary this 28 day of October 2024.

A handwritten signature in black ink, appearing to read 'Derek Pontin', is written over a horizontal line.

A Commissioner for taking Affidavits within Alberta

Derek Pontin
Barrister and Solicitor



1. Application

Document Fees: \$76.32

Shirley Long/RDM Lawyers LLP
Barristers and Solicitors
33695 South Fraser Way
Abbotsford BC V2S 2C1
604-853-0774

File No.: 19832-615-KSG/sgl

2. Description of Land

PID/Plan Number Legal Description

006-892-230 LOT 5 SECTION 3 TOWNSHIP 17 NEW WESTMINSTER DISTRICT PLAN 649A

3. Borrower(s) (Mortgagor(s))

UPPAL FARMS & GREENHOUSES LTD.

BC0982796

34050 HALLERT RD
ABBOTSFORD BC V3G 1P9

4. Lender(s) (Mortgagee(s))

THE TORONTO-DOMINION BANK
UNIT 310 - 1633 ELLIS STREET
KELOWNA BC V1Y 2A8

5. Payment Provisions

Principal Amount	Interest Rate	Interest Adjustment Date
\$4,800,000.00	SEE SCHEDULE	N/A
Interest Calculation Period	Payment Dates	First Payment Date
SEE SCHEDULE	ON DEMAND	N/A
Amount of each periodic payment	Interest Act (Canada) Statement. The equivalent rate of interest calculated half yearly not in advance is	Last Payment Date
N/A	N/A % per annum	N/A
Assignment of Rents which the applicant wants registered?	Place of payment	Balance Due Date
No	Postal Address in Item #4	ON DEMAND

6. Mortgage contains floating charge on land?

No

7. Mortgage secures a current or running account?

Yes

8. Interest Mortgaged

Fee Simple



9. Mortgage Terms

Part 2 of this mortgage consists of:

(b) Filled Standard Mortgage Terms

D F Number: MT900131

A selection of (a) or (b) includes any additional or modified terms.

10. Additional or Modified Terms

N/A

11. Prior Encumbrances Permitted by Lender

Nil

12. Execution(s)

This mortgage charges the Borrower's interest in the land mortgaged as security for payment of all money due and performance of all obligations in accordance with the mortgage terms referred to in item 9 and the Borrower(s) and every other signatory agree(s) to be bound by, and acknowledge(s) receipt of a true copy of, those terms.

Witnessing Officer Signature

Execution Date

Borrower / Party Signature(s)

Raman S. Grewal
Barrister & Solicitor
 #1 - 2838 Garden Street
 Abbotsford BC V2T 4W7

YYYY-MM-DD

2022-11-29

UPPAL FARMS & GREENHOUSES LTD.
 By their Authorized Signatory

Name: Gurminder S. Uppal

Name: Pawanbir Uppal

Officer Certification

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, R.S.B.C. 1996, c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

Kamaljit Singh
Grewal SS9R6X

Digitally signed by
 Kamaljit Singh Grewal
 SS9R6X
 Date: 2022-11-30
 12:18:23 -08:00

Land Title Act
Form E

Schedule

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM OR GENERAL DOCUMENT FORM.

5. PAYMENT PROVISIONS

(b) Interest Rate:

~~4.75~~ % per annum.

(insert fixed rate or margin rate and delete inapplicable provision.)

the Bank's Prime Rate plus 5.000 % per annum. "Prime Rate" means the rate of interest per annum established and reported by the Bank to the Bank of Canada from time to time as a reference rate of interest for the determination of interest rates that the Bank charges to customers of varying degrees of credit worthiness in Canada for Canadian dollar loans made by it in Canada.

(d) Interest Calculation Period:

Interest at the Interest Rate aforesaid is calculated and payable monthly, not in advance, before and after demand, default and judgment. Interest is payable on overdue interest and on indebtedness payable under this Mortgage at the aforesaid Interest Rate. Any payment appropriated as a permanent reduction of this Mortgage shall be first applied against interest accrued hereunder.

END OF DOCUMENT

Standard Mortgage Terms
Filed by The Toronto-Dominion Bank ("TD Bank")
 Document Filing No.: MT900131
 Filing Date: April 2, 1990
The Land Title Act

The following set of STANDARD MORTGAGE TERMS shall be deemed to be included in every Mortgage in which the set is referred to by its filing number, as provided in section 219.1 of the above Act.

1. Definitions

In this set of Standard Mortgage Terms:

- (a) **Bank** means The Toronto-Dominion Bank.
- (b) **Costs** means the fees, costs, charges and expenses of the Bank of and incidental to:
 - (i) the preparation, execution and registration of the Mortgage and any other instruments connected herewith;
 - (ii) the collection, enforcement, realization of the security herein contained;
 - (iii) procuring payment of the Indebtedness due and payable hereunder, including foreclosure, power of sale or execution proceedings commenced by the Bank or any other party;
 - (iv) any inspection required to be made of the Property;
 - (v) all necessary repairs required to be made to the Property;
 - (vi) the Bank's having to go into possession of the Property and secure, complete and equip the building or buildings in any way in connection therewith;
 - (vii) the Bank's renewal of any leasehold interest;
 - (viii) the exercise of any of the powers of a receiver contained herein; and
 - (ix) all solicitor's costs, costs and expenses of any necessary examination of the title to and of valuation of the Property.

Costs shall:

- (i) extend to and include legal costs incurred by the Bank as between solicitor and his own client;
 - (ii) be payable forthwith by the Mortgagor;
 - (iii) bear interest at the Interest Rate; and
 - (iv) be a charge on the Property prior to all claims thereon subsequent to this Mortgage.
- (c) **Fixtures** include but are not limited to furnaces, boilers, oil burners, stokers, water heaters, electric light fixtures, window blinds, screen and storm doors and windows, air conditioning, plumbing, cooling and heating equipment and all apparatus and equipment appurtenant to the Property.
- (d) **Indebtedness** means all monies and liabilities matured or not, whether present or future, direct or indirect, absolute or contingent, now or at any time hereafter owing or incurred, wheresoever or howsoever incurred from or by the Mortgagor, as principal or surety, whether alone or jointly with any other person and in whatever name style or firm, whether otherwise secured or not and whether arising from dealings between the Bank and the Mortgagor or from other dealings or proceedings by which the Bank may become a creditor of the Mortgagor including, without limitation, advances upon overdrawn account or upon bills of exchange, promissory notes or other obligations discounted for the Mortgagor or otherwise, all bills of exchange, promissory notes and other obligations negotiable or otherwise representing money and liabilities, or any portion thereof, now or hereafter owing or incurred from or by the Mortgagor and all interest, damages and Costs, and all premiums of insurance upon the buildings, Fixtures and improvements now or hereafter brought or erected upon the said Property which may be paid by the Bank and Taxes.
- (e) **Interest Rate** means the Interest Rate set out in this Mortgage.
- (f) **Mortgage** means this Mortgage made pursuant to the Land Title Act and any amendments thereto, to which the Mortgagor and the Mortgagee are parties and which is dated as of the date of signature of the first named Mortgagor who signs the Mortgage.
- (g) **Mortgagee** means the Bank.
- (h) **Mortgagor** means each Mortgagor described in this Mortgage.
- (i) **Principal Amount** means the Principal Amount in lawful money of Canada set out in this Mortgage.
- (j) **Property** means the property described in this Mortgage and in a Schedule to this Mortgage, if required, and includes all buildings, Fixtures and improvements now or hereafter brought or erected thereon.
- (k) **Spouse of Mortgagor** means each Spouse of Mortgagor described in this Mortgage.
- (l) **Taxes** means all taxes, rates and assessments, municipal, local, parliamentary or otherwise.

If the Property is a strata lot created under the Condominium Act (British Columbia) as amended from time to time, the following definitions apply:

- (m) **Strata Corporation** means the Corporation which was created by the deposit of the Strata Plan in a Land Title Office pursuant to Section 13 of the Condominium Act.
- (n) **Common Expenses** means the expenses of the performance of the duties and powers of the Strata Corporation and any expenses specified as common expenses in the Condominium Act (British Columbia).

2. Mortgage of Property

The Mortgagor has, at the request of the Bank, agreed to give this Mortgage as a CONTINUING COLLATERAL SECURITY for payment to the Bank ON DEMAND of the Indebtedness, provided that such security be limited to the Principal Amount plus Costs with interest thereon at the Interest Rate. Interest at the Interest Rate is calculated and payable monthly, not in advance, before and after demand, default and judgment with interest on overdue interest and on all other amounts charged to the Mortgagor hereunder at the Interest Rate. The Mortgagor,

- (a) if the Property is freehold property, hereby mortgages the Property to the Bank; or
- (b) if the Property is a leasehold interest, hereby mortgages and sub-leases the Property to the Bank for and during the unexpired residue of the term of the lease, except the last day thereof, and all other estate, term, right of renewal and other interest of the Mortgagor in the lease;

to secure the repayment of the Indebtedness and the performance of all of the obligations of the Mortgagor contained herein. The Mortgagor hereby releases to the Bank all its claims upon the Property until the Mortgagor has repaid the Indebtedness and performed all of the obligations of the Mortgagor in the manner provided by this Mortgage.

3. Covenants of the Mortgagor

The Mortgagor hereby covenants with the Bank that:

- (a) The Mortgagor will ON DEMAND pay the Indebtedness and observe all provisos, conditions and agreements contained herein;
- (b) The Mortgagor has a good title in fee simple to the Property (unless the Mortgagor is a lessee of the Property), save and except prior registered encumbrances;
- (c) The Mortgagor has the right to mortgage the Property to the Bank;
- (d) On default, the Bank shall have quiet enjoyment and quiet possession of the Property, free from all encumbrances, save as aforesaid;
- (e) The Mortgagor will, before or after default, execute such further assurances of the Property and do such other acts, at the Mortgagor's expense, as may be reasonably required;
- (f) The Mortgagor will insure the Property to an amount of not less than the Principal Amount PROVIDED that if and whenever such amount be greater than the insurable value of the buildings, Fixtures and improvements now or hereafter brought or erected upon the Property, such insurance shall not be required in any greater amount than such insurable value and if and whenever the same shall be less than the

insurable value the Bank may require such insurance to the full replacement value. It is further agreed that the Bank may require any insurance hereunder to be cancelled and new insurance effected by an insurer to be approved by it and also may of its own accord effect or maintain any insurance herein provided for and any amount paid by the Bank therefor shall be payable forthwith to the Bank with interest at the Interest Rate by the Mortgagor and shall be a charge upon the Property prior to all claims thereon subsequent to this mortgage; and the Mortgagor agrees that the Mortgagee shall have the right to apply the said insurance monies to the payment of the Indebtedness hereby secured notwithstanding any law, equity or statute to the contrary, and in particular the Fires Prevention (Metropolitan) Act, 1774, and all rights and benefits of the Mortgagor thereunder are hereby expressly waived;

- (g) The Mortgagor will in each year within ten (10) days after the Taxes become due and payable produce to and leave with the Bank the duly receipted tax bills for that year covering the Property;
- (h) This Mortgage shall be void UPON REPAYMENT of the Indebtedness upon demand; or without demand, UPON PERMANENT REPAYMENT of the Indebtedness, with written notice to such effect to the Bank. Any payment appropriated as a permanent reduction of this Mortgage shall be first applied against interest accrued hereunder. The Mortgagor releases to the Bank all the Mortgagor's claims upon the Property until the Mortgagor has repaid the Indebtedness and performed all of the obligations of the Mortgagor in the manner provided by this Mortgage;
- (i) The Mortgagor agrees to assign to the Bank forthwith upon the request of the Bank as additional security for payment of the Indebtedness and the performance of the covenants herein contained, any present or future lease which may be granted by the Mortgagor as to the whole or any portion of the Property and agrees to deliver to the Bank executed copies of all such leases at the written request of the Bank. The Mortgagor covenants to perform and comply with all lessor's covenants contained in any leases assigned by the Mortgagor to the Bank. Notwithstanding the assignment or assignments of any lease or leases by the Mortgagor to the Bank, it is nevertheless declared and agreed that none of the rights or remedies of the Bank under this Mortgage shall be delayed or in any way hindered or prejudiced by such assignment or assignments or by any act of the Bank pursuant thereto.

4. Additional Covenants if Property is a Leasehold Interest

The Mortgagor covenants with the Bank that:

- (a) The Mortgagor has a good leasehold title to the Property;
- (b) The Mortgagor has a right to charge and sublet the leasehold title to the Property to the Bank in the manner herein provided and, if required, has obtained the lessor's consent to this Mortgage;
- (c) Neither the Mortgagor nor any other person has heretofore made, done, committed or suffered any act to encumber the lease or any part thereof;
- (d) The lease is a good, valid and subsisting lease and not surrendered, forfeited, amended or become void or voidable and the rents and covenants reserved have been duly paid and performed by the Mortgagor up to the date of signature of the Mortgagor;

- (e) During the continuance of this Mortgage, the Mortgagor will not amend, surrender or modify the lease without the written consent of the Bank and will pay the rent reserved by the lease and perform and observe the covenants, provisos and conditions contained in the lease and on the lessee's part to be performed and observed and hereby agrees to keep the Bank indemnified against all actions, claims and demands whatsoever in respect of the said rent and covenants or anything relating thereto; and
- (f) The Mortgagor will stand possessed of the Property for the last day of the term or of any renewal term granted by the lease in trust for the Bank, and will assign and dispose thereof as the Bank may direct, but subject to the same right of redemption and other rights as are hereby given to the Mortgagor with respect to the derivative term hereby granted.

5. Repair and Maintenance of Property

The Mortgagor covenants with the Bank that the Mortgagor will keep the Property in good condition and repair. The Bank may, whenever it deems it necessary, by its surveyor or agent enter upon and inspect the Property and the Mortgagor shall pay the Costs associated therewith. If the Mortgagor or anyone claiming under him neglects to keep the Property in good condition and repair or commits any act of waste on the Property or does anything by which the value of the Property shall be diminished, as to all of which the Bank shall be sole judge, or makes default as to any of the covenants or provisos herein contained, the Indebtedness shall, at the option of the Bank, forthwith become due and payable. In default of payment thereof the powers of entering upon and leasing or selling hereby given may be exercised forthwith, and the Bank may make such repairs as it deems necessary and the Costs thereof shall be paid by the Mortgagor.

6. Obligation to Build Diligently

The Mortgagor covenants with the Bank that if the Mortgagor fails at any time for a period of ten days to diligently carry on the work of construction of any building or buildings being or to be erected on the Property or, without the consent in writing of the Bank, departs in such construction from any plans and specifications thereof which must be approved by the Bank or from the generally accepted standards of construction in the locality of the Property, or permits any construction or other lien to be registered against the Property for any period exceeding thirty days, the Bank at its option at any time thereafter through its agents or contractors may enter the Property and have exclusive possession thereof and of all materials, plant, gear and equipment thereon free of interference from or by the Mortgagor and complete the construction of the building or buildings either according to the said plans and specifications or according to other plans, specifications or design as the Bank in its absolute discretion shall elect. All Costs in connection therewith shall be payable by the Mortgagor.

7. Remedies on Default of Mortgagor

It is hereby provided that:

- (a) Power to lease or sell property - The Bank, on default of payment of the Indebtedness or any portion thereof for the minimum default period, on giving the minimum notice, according to applicable law, may enter on, lease or sell the Property. Provided further that on default of payment of the Indebtedness or any portion thereof for the minimum default period, according to applicable law, the foregoing power of entry, leasing and selling may be exercised by the Bank without any notice whatsoever.

(b) Rights of Bank in Sale of Property -

- (i) Where the laws of the jurisdiction wherein the Property is located permit, the Bank in the event of default by the Mortgagor in payment of the Indebtedness or any portion thereof may sell the Property or any part thereof or, if the Property is a leasehold interest, sell the unexpired term of years demised by the lease or any part thereof by public auction or private sale for such price as can reasonably be obtained therefor and on such terms as to credit and otherwise and with such conditions of sale as it shall in its discretion deem proper, and in the event of any sale on credit or for cash or for part cash and part credit, the Bank shall not be accountable for or be charged with any monies until actually received by it. The Bank may rescind or vary any contract of sale and may buy in and re-sell the Property or any part thereof without being answerable for loss occasioned thereby; and no purchaser shall be bound to enquire into the legality, regularity or propriety of any sale or be affected by notice of any irregularity or impropriety; and no lack of default or want of notice or other requirement or any irregularity or impropriety of any kind shall invalidate any sale hereunder, but the Bank alone shall be responsible. The Bank may sell without entering into actual possession of the Property and while in possession shall be accountable only for monies which are actually received by it and sales may be made by it from time to time of parts of the Property to satisfy any portion of the Indebtedness, leaving the residue thereof secured hereunder on the remainder of the Property, or may take proceedings to sell and may sell the Property or any portion of the Property subject to the balance of the Indebtedness not yet due at the time of the said sale.

- (ii) **Disposition of Leasehold Property** - If the Property is a leasehold interest, the Mortgagor hereby irrevocably appoints the Bank as the Mortgagor's substitute to be the Mortgagor's attorney during the continuance of this security. In the event of default and on giving the notice contemplated herein to the Mortgagor for and on behalf of the Mortgagor, the Bank may assign the lease and convey the Property and the last day of the term granted by the lease as the Bank shall at any time direct, and in particular, upon any sale made by the Bank under the statutory power or power of sale herein contained, to assign the lease and convey the Property and the said reversion to the purchaser. It is hereby declared that the Bank or other person for the time being entitled to the Indebtedness may at any time, by deed, remove the Mortgagor or any other person from being a trustee of the lease under the declaration of trust hereinbefore declared and on the removal of the Mortgagor or any future trustee of the lease, appoint a new trustee or trustees in the Mortgagor's place.

- (iii) If the Property is a leasehold interest, the Mortgagor will, with respect to the lease, at the request of the Bank, but at the cost, charge and expense of the Mortgagor, grant and assign unto the Bank, or the person whom it may appoint, the last day of the said term hereinbefore excepted or any renewal or substituted term; and further, in the event of the Bank making any sale under the power of sale herein contained the Mortgagor shall stand seized and possessed of the Property for the last day of the said term hereinbefore excepted, and of any renewal or substituted term, and of all rights of renewal in trust for the purchaser or purchasers, his or their heirs, executors, administrators, successors and assigns.

- (c) **Costs of Sale of Property** - The Costs of any sale proceedings hereunder, whether such sale proves abortive or not, incurred in taking, recovering or keeping possession of the Property or in enforcing the personal remedies under this Mortgage or by reason of non-payment or in procuring payment of the Indebtedness shall be payable by the Mortgagor whether any action or proceeding has commenced or not.

8. Appointment of Receiver

If the Mortgagor shall be in default in the observance or performance of any of the terms, conditions, covenants or payments described herein or in any additional or collateral security given by the Mortgagor to the Bank then the Bank may in writing, appoint any person, whether an officer or employee of the Bank or not, to be a receiver of the Property and the rents and profits derived therefrom, and may remove the receiver so appointed and appoint another in his stead. The term "receiver" as used in this Mortgage includes a receiver and manager. The following provision shall apply to this paragraph:

- (a) The receiver so appointed is conclusively the agent of the Mortgagor, and the Mortgagor shall be solely responsible for the acts or defaults and for the remuneration and expenses of the receiver. The Bank shall not be responsible in any way for any misconduct or negligence on the part of the receiver and may, from time to time, fix the remuneration of the receiver and be at liberty to direct the payment thereof from proceeds collected;
- (b) Nothing contained herein and nothing done by the Bank or by the receiver shall render the Bank a mortgagee in possession or responsible as such;
- (c) All monies received by the receiver, after providing for payment and charges ranking prior to this Mortgage and for all applicable Costs, charges and expenses of or incidental to the exercise of any of the powers of the receiver as hereinafter set forth, shall be applied in or towards satisfaction of the remaining Indebtedness;
- (d) The receiver so appointed shall have power to:
 - (i) take possession of and collect rents and profits from the Property charged by this Mortgage and any additional or collateral security granted by the Mortgagor to the Bank and for that purpose may take any proceedings, be they legal or otherwise, in the name of the Mortgagor or otherwise;
 - (ii) carry on or concur in carrying on the business which the Mortgagor is conducting on and from the Property and for that purpose, with court approval where required, borrow money on the security of the Property in priority to this Mortgage; and
 - (iii) lease all or any portion of the Property and for that purpose execute contracts in the name of the Mortgagor which said contracts shall be binding upon the Mortgagor;
- (e) The rights and powers conferred herein are supplemental to and not in substitution for any other rights which the Bank may have from time to time.

9. Taking Possession of Personal Property

The Bank may distrain for arrears of any portion of the Indebtedness. The Mortgagor hereby waives the right to claim exemption and agrees that the Bank shall not be limited to the amount for which it may distrain.

10. Quiet Possession

Until default of payment the Mortgagor shall have quiet possession of the Property.

11. Release of Property by Bank

It is hereby agreed by the Mortgagor that the Bank may at its discretion at all times release any part or parts of the Property or any other security or any surety for the Indebtedness or any portion thereof either with or without any sufficient consideration therefor, without responsibility therefor and without thereby releasing any other part of the Property or any person from this Mortgage or from any of the covenants herein contained and without being accountable to the Mortgagor for the value thereof or for any money except that actually received by the Bank, it being expressly agreed that every part or lot into which the Property is or may hereafter be divided does and shall stand charged with the whole of the Indebtedness.

No extension of time given by the Bank to the Mortgagor, or any one claiming under the Mortgagor or any other dealing by the Bank with the owner or owners of the equity of redemption of the Property or of any part thereof shall in any way affect or prejudice the rights of the Bank against the Mortgagor or any other person liable for the payment of the Indebtedness or any portion thereof.

12. Payment of Other Charges and Performance of Other Obligations by Bank

The Mortgagor hereby agrees that:

- (a) The Bank may satisfy any charge now or hereafter existing or to arise or be claimed upon the Property and the amount so paid shall be added to the Indebtedness and bear interest at the Interest Rate and shall be payable forthwith by the Mortgagor to the Bank and in default of payment, the Indebtedness shall become payable and the powers of sale hereby given may be exercised forthwith without any notice. And in the event of the Bank satisfying any such charge or claim, it shall be entitled to all equities and securities of the person or persons so satisfied and it may retain any discharge unregistered for six months and thereafter as long as it may think proper until paid; and
- (b) If the Property is a leasehold interest, and if the Mortgagor shall refuse or neglect to renew the lease or any renewals thereof granted hereafter, then, as often as it shall happen, the Bank may effect such renewals in its own name or otherwise, and every renewal of the lease and the Property thereby demised shall remain and be security to the Bank for the Indebtedness. All Costs in connection therewith shall be payable by the Mortgagor.

13. Sale or Transfer of Property by the Mortgagor

The Mortgagor covenants and agrees with the Bank that:

- (a) The Mortgagor will not without the prior consent in writing of the Bank, sell, transfer or otherwise dispose of the Property or any portion thereof or any interest therein; and, in the event of such sale, transfer or other disposition, without the consent of the Bank, the Indebtedness hereby secured shall, at the option of the Bank, forthwith become due and payable; and
- (b) If the Property is a leasehold interest, no sale or other dealing by the Mortgagor with the lease or the Property or any part thereof or any other dealing by the Bank with the lease or the Property or any part thereof, shall in any way affect or prejudice the rights of the Bank against the Mortgagor or any other person liable to repay the Indebtedness hereby secured.

14. Mortgage Not a Substitute for Any Other Security

It is hereby expressly agreed by the Mortgagor that this Mortgage shall not create any merger, rebate or discharge of any debt owing to the Bank or of any lien, bond, promissory note, bill of exchange or other security held by or which may hereafter be held by the Bank, whether from the Mortgagor or any other party or parties whomsoever and this Mortgage shall not in any way affect any security held or which may hereafter be held by the Bank for the Indebtedness or any portion or portions thereof or the liability of any endorser or any other person or persons upon any such lien, bond, bill of exchange, promissory note or other security or contract or any renewal or renewals thereof held by the Bank for or on account of the Indebtedness or any portion or portions thereof nor shall the remedies of the Bank in respect thereof be affected in any manner whatsoever.

15. Judgments

The taking of a judgment or judgments against the Mortgagor on any of the covenants herein contained shall not operate as a merger of the said covenants or affect the Bank's right to interest on the Indebtedness at the Interest Rate, and further that any such judgment may provide that interest hereon shall be computed at the Interest Rate until such judgment shall have been fully paid and satisfied.

16. Bank May Appropriate Payments to Any Debt

It is hereby agreed that the Bank shall have the right at any time, subject to applicable law, to appropriate any payment made as a temporary or permanent reduction of any portion of the Indebtedness, whether the same be represented by open account, overdraft or by any bills, notes or other instruments and whether then due or to become due and may from time to time, subject to applicable law, revoke or alter such appropriation and appropriate such payment as a temporary or permanent reduction of any other portion of the Indebtedness as in its sole and uncontrolled discretion it may see fit.

17. Mortgage Continuing Security

It is hereby agreed that this Mortgage may secure a current or running account and shall stand as a continuing security to the Bank for the payment of the Indebtedness and all interest, damages and Costs which may become due or payable to the Bank or which may be paid or incurred by the Bank upon or in respect of the Indebtedness or any portion thereof notwithstanding any fluctuation or change in the amount, nature or form of the Indebtedness or in the bills, notes or other obligations now or hereafter representing the same or any portion thereof or in the names of the parties to the said bills, notes or obligations or any of them.

18. Additional Covenants if Property a Strata Lot

The Mortgagor covenants with the Bank that:

- (a) The Mortgagor will promptly observe and perform all obligations imposed on the Mortgagor by the Condominium Act as enacted from time to time, and by any Bylaws that may be passed by the Strata Corporation of which the Mortgagor is a member, by virtue of the Mortgagor's ownership of the Property. Any breach of the said duties and obligations shall constitute a breach of covenant under this Mortgage.
- (b) Without in any way limiting or restricting the generality of the foregoing:
 - (i) The Mortgagor will pay promptly when due any contributions to Common Expenses required of the Mortgagor as an owner of the Property;

- (ii) The Mortgagor will transmit to the Bank forthwith upon the demand of the Bank satisfactory proof that all Common Expenses assessed against or in respect of the said Property have been paid as assessed;
 - (iii) The Bank may pay out of and deduct from any advance of the Principal Amount secured hereunder all contributions to the Common Expenses assessed against or in respect of the said Property which have become due and payable and are unpaid at the date of such advance; and
 - (iv) Whenever and so long as the Bank so requires the Mortgagor shall on or before the date when any sum becomes payable by the Mortgagor in respect of Common Expenses pay such sum to the Bank. The Bank shall forthwith on receipt thereof remit all such sums to the Strata Corporation on behalf of the Mortgagor or as the Strata Corporation may from time to time direct.
- (c) Pursuant to the Condominium Act the Bank is hereby irrevocably authorized and empowered to exercise the right of the Mortgagor as the owner of the said Property, to vote or to consent in all matters relating to the affairs of the Strata Corporation provided that:
- (i) The Bank may at any time or from time to time give notice in writing to the Mortgagor and the Strata Corporation that the Bank does not intend to exercise the said right to vote or consent and in that event until the Bank revokes the said notice the Mortgagor may exercise the right to vote or consent. Any such notice may be for an indeterminate period of time or for a limited period of time or for a specific meeting or matter;
 - (ii) The Bank shall not by virtue of the assignment to the Bank of the said right to vote or consent, be under any obligation to vote or consent or to protect the interest of the Mortgagor; and
 - (iii) The exercise of the said right to vote or consent shall not constitute the Bank a mortgagee in possession.
- (d) If the Property is a strata lot, this Mortgage is made pursuant to the Condominium Act.
- (e) Pursuant to the Condominium Act the Mortgagor hereby authorizes any officer of the Mortgagee to apply, at any time, and from time to time, to the Strata Corporation for certification to the Mortgagee of:
- (i) The amount of any contribution determined as the contribution of the Mortgagor;
 - (ii) The manner in which the contribution is payable;
 - (iii) The extent to which the contribution has been paid by the Mortgagor;
 - (iv) The amount of money expended for the owner by the Strata Corporation and not recovered by it;
 - (v) The amount, if any, by which the expenses of the Strata Corporation for the current fiscal year are expected to exceed the expenses budgeted for the fiscal year;
 - (vi) The amount of the contingency reserve fund;
 - (vii) That there are no amendments to the Bylaws not filed in the Land Title Office other than those certified;

- (viii) That no notices have been given for a unanimous or special resolution that has not been voted on, other than those certified;
- (ix) That there are no pending proceedings against the Corporation of which it is aware other than those certified.

19. Assignment of Rents

The Mortgagor hereby agrees with the Bank as follows:

- (a) The Mortgagor hereby assigns and sets over to the Bank all rents payable from time to time under all leases of the Property or any part thereof, whether presently existing or arising in the future, together with the benefit of all covenants, agreements and provisos contained in the said leases, in favour of the Bank;
 - (b) Forthwith after making any lease of the Property or any part thereof the Mortgagor will execute and deliver to the Bank an assignment in registrable form in the Bank's usual form of all rents payable under such lease, the benefit of all covenants, agreements and provisos therein contained on the part of the tenant to be observed and performed and the reversion of such lease, and will also execute and deliver to the Bank all such notices and other documents as may be required in order to render such assignment effectual in law;
 - (c) Nothing herein contained shall make the Bank responsible for the collection of rents payable under any lease of the Property or any part thereof or for the performance of any covenants, terms or conditions contained in any such lease;
 - (d) The Bank shall not by virtue of these presents be deemed a mortgagee in possession of the Property;
 - (e) The Bank shall be liable to account for only such rents as actually come into its hands less reasonable collection charges in respect thereof and may apply such rents to the repayment of the Indebtedness; and
 - (f) Notwithstanding anything herein contained no lease of the Property or any part thereof made by the Mortgagor without the consent in writing of the Bank shall have priority over this Mortgage.
20. The doctrine of Consolidation shall apply to this mortgage notwithstanding Section 27 (3) of the Property Law Act or any similar statutory provision, in force, from time to time.

21. Interpretation and Headings

It is hereby agreed that wherever in this Mortgage the word "Mortgagor" is used the same shall extend to and include the heirs, executors, administrators, successors and assigns of the Mortgagor, and wherever in this Mortgage the word "Bank" is used the same shall extend to and include the successors and assigns of the Bank and wherever the singular or masculine is used the same shall be construed as meaning the plural or the feminine or the neuter where the context or the parties hereto so require. The headings do not form part of this document and have been inserted for convenience of reference only. This Mortgage shall be deemed to be made in and shall be construed according to the laws of the Province of British Columbia.

END OF SET



Land Title Act
Charge
 General Instrument – Part 1

NEW WESTMINSTER LAND TITLE OFFICE
 DEC 06 2022 12:57:56.002
CB374039

1. Application

Document Fees: \$76.32

Shirley Long/RDM Lawyers LLP
Barristers and Solicitors
 33695 South Fraser Way
 Abbotsford BC V2S 2C1
 604-853-0774

File No.: 19832-615-KSG/sgl

2. Description of Land

PID/Plan Number	Legal Description
006-892-230	LOT 5 SECTION 3 TOWNSHIP 17 NEW WESTMINSTER DISTRICT PLAN 649A

3. Nature of Interest

Type	Number	Additional Information
ASSIGNMENT OF RENTS		

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

UPPAL FARMS & GREENHOUSES LTD., NO.BC0982796

6. Transferee(s)

THE TORONTO-DOMINION BANK
 UNIT 310 - 1633 ELLIS STREET
 KELOWNA BC V1Y 2A8

7. Additional or Modified Terms



Land Title Act
Charge
 General Instrument – Part 1

8. Execution(s)

This instrument creates, assigns, modifies, enlarges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

Raman S. Grewal
Barrister & Solicitor
 #1 - 2838 Garden Street
 Abbotsford BC V2T 4W7

YYY-MM-DD

2022-11-29

UPPAL FARMS & GREENHOUSES LTD.
 By their Authorized Signatory

Name: Gurminder S. Uppal

Name: Pawanbir Uppal

Officer Certification

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, R.S.B.C. 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

Kamaljit Singh
Grewal SS9R6X

Digitally signed by
 Kamaljit Singh Grewal
 SS9R6X
 Date: 2022-11-30
 12:19:17 -08:00



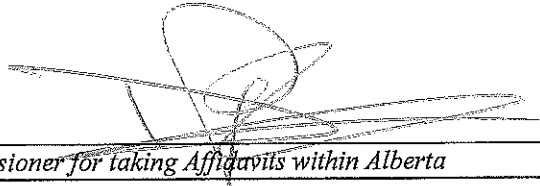
Land Title Act

Charge

General Instrument – Part 2

In consideration of **\$1.00 and other valuable consideration**, the Transferor hereby assigns to the Transferee, its successors and assigns, all rents relating to the lands described in Item 2 of the Form C to which this is attached.

This is Exhibit "C" referred to in the affidavit of K. Hotel sworn before me at Calgary this 25 day of October 2024.

A handwritten signature in black ink, appearing to read 'Derek Pontin', is written over a horizontal line. The signature is stylized with a large loop and a long horizontal stroke.

A Commissioner for taking Affidavits within Alberta

Derek Pontin
Barrister and Solicitor



1. Application

KAM S. GREWAL
Rosborough & Company
201 - 33832 South Fraser Way
Abbotsford BC V2S 2C5
604-859-7171

2. Description of Land

PID/Plan Number	Legal Description
006-892-621	PARCEL "B" (J147113E) LOT 10 SECTION 3 TOWNSHIP 17 NEW WESTMINSTER DISTRICT PLAN 649A

3. Borrower(s) (Mortgagor(s))

JAGRAJBIR KAUR UPPAL
BHALVINDER KAUR THANDI
387 DEFEHR ROAD
ABBOTSFORD BC V4X 2J7

LABOURER
LABOURER

AS JOINT TENANTS

4. Lender(s) (Mortgagee(s))

THE TORONTO-DOMINION BANK
32817 SOUTH FRASER WAY
ABBOTSFORD BC V2S 2A6

5. Payment Provisions

Principal Amount \$10,000,000.00	Interest Rate SEE SCHEDULE	Interest Adjustment Date N/A
Interest Calculation Period SEE SCHEDULE	Payment Dates N/A	First Payment Date N/A
Amount of each periodic payment N/A	Interest Act (Canada) Statement. The equivalent rate of interest calculated half yearly not in advance is N/A % per annum	Last Payment Date N/A
Assignment of Rents which the applicant wants registered? Yes If yes, page and paragraph number: PAGE 11 PARAGRAPH 19	Place of payment POSTAL ADDRESS IN ITEM 4	Balance Due Date ON DEMAND

6. Mortgage contains floating charge on land?

No

7. Mortgage secures a current or running account?

Yes

8. Interest Mortgaged

Fee Simple



9. Mortgage Terms

Part 2 of this mortgage consists of:

(b) Filed Standard Mortgage Terms

D F Number: **MT900131**

A selection of (a) or (b) includes any additional or modified terms.

10. Additional or Modified Terms

N/A

11. Prior Encumbrances Permitted by Lender

Covenants CA4516012 and CA4722798

12. Execution(s)

This mortgage charges the Borrower's interest in the land mortgaged as security for payment of all money due and performance of all obligations in accordance with the mortgage terms referred to in Item 9 and the Borrower(s) and every other signatory agree(s) to be bound by, and acknowledge(s) receipt of a true copy of, those terms.

Witnessing Officer Signature

Execution Date

Borrower Signature(s)

AMY K. SIDHU
Barrister & Solicitor
Waterstone Law Group LLP
#202 - 32625 South Fraser Way
Abbotsford BC V2T 1X8

604-744-4600

YYYY-MM-DD

2021-06-01

JAGRAJBIR KAUR UPPAL

BHALVINDER KAUR THANDI

Officer Certification

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, R.S.B.C. 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

Kamaljit Singh
Grewal QYVUY7

Digitally signed by
Kamaljit Singh Grewal
QYVUY7
Date: 2021-06-04
09:13:36 -07:00

**Land Title Act
Form E**

Schedule

Page 3 of 3

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM OR GENERAL DOCUMENT FORM.

5. PAYMENT PROVISIONS

(b) Interest Rate: _____ % per annum.

(insert fixed rate or margin rate and delete inapplicable provision.)

the Bank's Prime Rate plus 5.000 % per annum. "Prime Rate" means the rate of interest per annum established and reported by the Bank to the Bank of Canada from time to time as a reference rate of interest for the determination of interest rates that the Bank charges to customers of varying degrees of credit worthiness in Canada for Canadian dollar loans made by it in Canada.

(d) Interest Calculation Period:

Interest at the Interest Rate aforesaid is calculated and payable monthly, not in advance, before and after demand, default and judgment. Interest is payable on overdue interest and on indebtedness payable under this Mortgage at the aforesaid Interest Rate. Any payment appropriated as a permanent reduction of this Mortgage shall be first applied against interest accrued hereunder.

END OF DOCUMENT

This is Exhibit "D" referred to in the affidavit of K. Hotel sworn before me at Calgary this 25 day of October 2024.

A handwritten signature in dark ink, appearing to be 'Derek Pontin', written over a horizontal line.

A Commissioner for taking Affidavits within Alberta

Derek Pontin
Barrister and Solicitor



TO: The Toronto-Dominion Bank (the "Bank")

Branch of the Bank: 421 7 Ave SW, 10th Floor, Calgary AB T2P 4K9

Granted By: UPPAL FARMS & GREENHOUSES LTD.

(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 present and after acquired personal property and all other property, assets and undertaking 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 together with any specified collateral described in Schedule "A" hereto (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;

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;

- (e) **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

- (I) **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 or in equity, 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 enure 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.
- (r) **Execution.** The Grantor agrees that this Agreement may be executed electronically and in counterparts.

IN WITNESS WHEREOF the Grantor has executed this Agreement this 10 day of June, 2024.

UPPAL FARM & GREENHOUSES LTD.

Per: Bhalinder K. Thandi
(authorized signature) BHALVINDER K. THANDI

Per: Jagrajbir K. UPPAL
(authorized signature) JAGRAJBIR K. UPPAL

Signature: _____

~~Witness as to execution~~

Name: _____

34050 Hallert Road, Abbotsford, BC V3G 1P9

Signature: _____

Name: _____

[Address of Grantor]

Signature: _____

Name: _____

[Address of Grantor]

VINAY VERMA
Barrister and Solicitor
115 - 5455 152nd Street,
Surrey, BC V3S 5A5
Phone: 778.900.0900

Signature: _____

Name: _____

[Address of Grantor]

Signature: _____

Name: _____

[Address of Grantor]

Signature: _____

Name: _____

[Address of Grantor]

Signature: _____

Name: _____

[Address of Grantor]

SCHEDULE "A"

DESCRIPTION OF EQUIPMENT/SERIAL NUMBERED GOODS

QUANTITY	DESCRIPTION	SERIAL NUMBER
N/A		

LOCATION OF COLLATERAL

The Collateral is now and will hereafter be located at the following address(es) (include Street/Town/City and Province):

34050 Hallert Road, Abbotsford, BC V3G 1P

~~SPECIFIED COLLATERAL (Ontario only)~~

~~Quota/Licence No. _____ issued by _____ (including any successor marketing board or licencing authority in respect of marketing or setting prices for the same commodity, their successors and assigns, in each case called the "Board") and proceeds therefrom.~~

~~Additional Covenants of Customer Applicable to Above Collateral:~~

- ~~1. By executing this Agreement, Grantor has granted an assignment to the Bank of any and all rights of the Grantor in and to the above quota/licence, any amendments, substitutions, additions or supplements thereto, and any proceeds thereof.~~
- ~~2. Grantor agrees to maintain all of the above quota/licence rights in good standing and to comply with all of the rules, regulations and orders of the Board issuing such quota/licence.~~
- ~~3. Grantor agrees not to apply to the Board for the transfer of the above quota/licence, in whole or in part, without the prior written consent of the Bank.~~
- ~~4. The security and/or rights hereby granted shall extend to and include all present and future acquired quota/licence rights issued by the Board to the Grantor, whether issued under the above quota/licence number or under any other such number.~~

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 initialed 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 _____

on the _____ day of _____, _____ and that the said Resolution is now in full force and effect.

Secretary

C/S



General Security Agreement

TO: The Toronto-Dominion Bank (the "Bank")

Branch of the Bank: #9032, 32817 South Fraser Way, Abbotsford, BC V2S 2A6

Granted By: UPPAL FARMS & GREENHOUSES LTD.

(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 present and after acquired personal property and all other property, assets and undertaking 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 together with any specified collateral described in Schedule "A" hereto (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;

- (e) **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 or in equity, 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 PPSSA.
- (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 enure 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.
- (r) **Execution.** The Grantor agrees that this Agreement may be executed electronically and in counterparts.

IN WITNESS WHEREOF the Grantor has executed this Agreement this 1st day of June 20.21.

UPPAL FARMS & GREENHOUSES LTD.

Per: _____

(authorized signature)

Gurmander Singh Uppal

Per: _____

(authorized signature)

Signature: _____

Name: _____

[Address of Grantor]

Signature: _____

Name: _____

[Address of Grantor]

Signature: _____

Name: _____

[Address of Grantor]

Signature: _____

Name: _____

[Address of Grantor]

Signature: _____

Name: _____

[Address of Grantor]

Signature: _____

Name: _____

[Address of Grantor]

Signature: _____

Name: _____

[Address of Grantor]

[Signature]

AMY K. SIDHU
Barrister & Solicitor

WATERSTONE LAW GROUP LLP

Witness as to execution ~~#202 - 32625 South Fraser Way~~
Abbotsford, BC V2T 1X8
(804) 744-4800

SCHEDULE "A"

DESCRIPTION OF EQUIPMENT/SERIAL NUMBERED GOODS

QUANTITY	DESCRIPTION	SERIAL NUMBER
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LOCATION OF COLLATERAL

The Collateral is now and will hereafter be located at the following address(es) (include Street/Town/City and Province):

34050 Hallert Road, Abbotsford, BC V3G 1P9

SPECIFIED COLLATERAL (Ontario only)

Quota/Licence No. _____ issued by _____ (including any successor marketing board or licencing authority in respect of marketing or setting prices for the same commodity, their successors and assigns, in each case called the "Board") and proceeds therefrom.

Additional Covenants of Customer Applicable to Above Collateral:

1. By executing this Agreement, Grantor has granted an assignment to the Bank of any and all rights of the Grantor in and to the above quota/licence, any amendments, substitutions, additions or supplements thereto, and any proceeds thereof.
2. Grantor agrees to maintain all of the above quota/licence rights in good standing and to comply with all of the rules, regulations and orders of the Board issuing such quota/licence.
3. Grantor agrees not to apply to the Board for the transfer of the above quota/licence, in whole or in part, without the prior written consent of the Bank.
4. The security and/or rights hereby granted shall extend to and include all present and future acquired quota/licence rights issued by the Board to the Grantor, whether issued under the above quota/licence number or under any other such number.

RESOLUTION AUTHORIZING EXECUTION OF GENERAL SECURITY AGREEMENT


"RESOLVED THAT:

- (a) The Director _____ 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 initialed 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 Uppal Farms & Greenhouses Ltd.

on the 15th day of June 2021 and that the said Resolution is now in full force and effect.


 Secretary Name: _____ C/S
 Director Gurminder Singh Uppal

This is Exhibit "E" referred to in the affidavit of K. Hotel sworn before me at Calgary this 25 day of October 2024.

A handwritten signature in black ink, appearing to be 'Derek Pontin', written over a horizontal line.

A Commissioner for taking Affidavits within Alberta

Derek Pontin
Barrister and Solicitor

General Security Agreement



TO: The Toronto-Dominion Bank (the "Bank")

Branch of the Bank: #9032, 32817 South Fraser Way, Abbotsford, BC V2S 2A6

Granted By: BHALVINDER KAUR THANDI

(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 present and after acquired personal property and all other property, assets and undertaking 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 together with any specified collateral described in Schedule "A" hereto (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;

- (e) **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

- (i) **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 or in equity, 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 enure 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.
- (r) **Execution.** The Grantor agrees that this Agreement may be executed electronically and in counterparts.

IN WITNESS WHEREOF the Grantor has executed this Agreement this

day of

June

2021



Witness as to execution

AMY K. SIDHU
Barrister & Solicitor
WATERSTONE LAW GROUP LLP
#202 – 32625 South Fraser Way
Abbotsford, BC V2T 1X8
(604) 744-4600

Per: _____
(authorized signature)

Per: _____
(authorized signature)

Signature: Bhalvinder Kaur Thandi

Name: BHALVINDER KAUR THANDI

387 Defehr Road
Abbotsford, BC V4X 2J7

Signature: _____

Name: _____

[Address of Grantor]

Signature: _____

Name: _____

[Address of Grantor]

Signature: _____

Name: _____

[Address of Grantor]

Signature: _____

Name: _____

[Address of Grantor]

Signature: _____

Name: _____

[Address of Grantor]

Signature: _____

Name: _____

[Address of Grantor]

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):

34050 Hallert Road, Abbotsford, BC V3G 1P9

SPECIFIED COLLATERAL (Ontario only)

Quota/Licence No. _____ issued by _____ (including any successor marketing board or licencing authority in respect of marketing or setting prices for the same commodity, their successors and assigns, in each case called the "Board") and proceeds therefrom.

Additional Covenants of Customer Applicable to Above Collateral:

1. By executing this Agreement, Grantor has granted an assignment to the Bank of any and all rights of the Grantor in and to the above quota/licence, any amendments, substitutions, additions or supplements thereto, and any proceeds thereof.
2. Grantor agrees to maintain all of the above quota/licence rights in good standing and to comply with all of the rules, regulations and orders of the Board issuing such quota/licence.
3. Grantor agrees not to apply to the Board for the transfer of the above quota/licence, in whole or in part, without the prior written consent of the Bank.
4. The security and/or rights hereby granted shall extend to and include all present and future acquired quota/licence rights issued by the Board to the Grantor, whether issued under the above quota/licence number or under any other such number.

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 initialed 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 _____

on the _____ day of June, 21 and that the said Resolution is now in full force and effect.

Secretary C/S

This is Exhibit "F" referred to in the affidavit of K. Hotel sworn before me at Calgary this 25 day of October 2024.

A handwritten signature in black ink, appearing to be 'Derek Pontin', written over a horizontal line.

A Commissioner for taking Affidavits within Alberta

Derek Pontin
Barrister and Solicitor

General Security Agreement



TO: The Toronto-Dominion Bank (the "Bank")

Branch of the Bank: #9032, 32817 South Fraser Way, Abbotsford, BC V2S 2A6

Granted By: JAGRAJBIR KAUR UPPAL

(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 present and after acquired personal property and all other property, assets and undertaking 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 together with any specified collateral described in Schedule "A" hereto (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;

- (e) **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 or in equity, 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 enure 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.
- (r) **Execution.** The Grantor agrees that this Agreement may be executed electronically and in counterparts.

IN WITNESS WHEREOF the Grantor has executed this Agreement this

1st

day of

June

2021



Witness as to execution

AMY K. SIDHU
Barrister & Solicitor
WATERSTONE LAW GROUP LLP
#202 - 32625 South Fraser Way
Abbotsford, BC V2T 1X8
(604) 744-4600

Per:

(authorized signature)

Per:

(authorized signature)

Signature:

Jagrajbir K. Uppal

Name: JAGRAJBIR KAUR UPPAL

387 Defehr Road
Abbotsford, BC V4X 2J7

Signature:

Name:

[Address of Grantor]

Signature:

Name:

[Address of Grantor]

Signature:

Name:

[Address of Grantor]

Signature:

Name:

[Address of Grantor]

Signature:

Name:

[Address of Grantor]

Signature:

Name:

[Address of Grantor]

SCHEDULE "A"
DESCRIPTION OF EQUIPMENT/SERIAL NUMBERED GOODS

QUANTITY	DESCRIPTION	SERIAL NUMBER
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LOCATION OF COLLATERAL

The Collateral is now and will hereafter be located at the following address(es) (include Street/Town/City and Province):

34050 Hallert Road, Abbotsford, BC V3G 1P9

SPECIFIED COLLATERAL (Ontario only)

Quota/Licence No. _____ issued by _____ (including any successor marketing board or licensing authority in respect of marketing or setting prices for the same commodity, their successors and assigns, in each case called the "Board") and proceeds therefrom.

Additional Covenants of Customer Applicable to Above Collateral:

1. By executing this Agreement, Grantor has granted an assignment to the Bank of any and all rights of the Grantor in and to the above quota/licence, any amendments, substitutions, additions or supplements thereto, and any proceeds thereof.
2. Grantor agrees to maintain all of the above quota/licence rights in good standing and to comply with all of the rules, regulations and orders of the Board issuing such quota/licence.
3. Grantor agrees not to apply to the Board for the transfer of the above quota/licence, in whole or in part, without the prior written consent of the Bank.
4. The security and/or rights hereby granted shall extend to and include all present and future acquired quota/licence rights issued by the Board to the Grantor, whether issued under the above quota/licence number or under any other such number.

RESOLUTION AUTHORIZING EXECUTION OF GENERAL SECURITY AGREEMENT

"RESOLVED THAT:

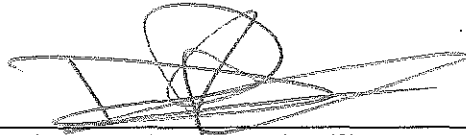
- (a) The _____ and the _____ are hereby authorized for and on behalf of the Corporation to execute and deliver to The Toronto-Dominion Bank a General Security Agreement substantially in the form of the General Security Agreement (attached hereto and initialed by the Secretary for identification) presented 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 _____
on the _____ day of June, 21 and that the said Resolution is now in full force and effect.

Secretary C/S

This is Exhibit "G" referred to in the affidavit of K. Hotel sworn before me at Calgary this 25 day of October 2024.

A handwritten signature in black ink, appearing to read 'Derek Pontin', written over a horizontal line.

A Commissioner for taking Affidavits within Alberta

Derek Pontin
Barrister and Solicitor


**TD Bank Group
Guarantee**

This Guarantee is made as of the 1st day of June, 2021.

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 BHALVINDER KAUR THANDI and JAGRAJBIR KAUR UPPAL (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 (any and all such legal and equitable defences are hereby expressly waived by the Guarantor) 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 or reduction in the amount, or any other variance of any loans or credits now or hereafter made available to the Customer by the Bank or guaranteed by the Customer to the Bank or any other change to any of the terms or conditions of any of the Obligations (including, without limitation, respecting rates of interest, fees or charges, maturity dates), or any waiver by the Bank respecting any of the Obligations;
- (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 BRITISH COLUMBIA 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.

UPPAL FARMS & GREENHOUSES LTD.

Per: 
(authorized signature) Guraminder Singh Uppal

Personal Guarantee

Signature of Guarantor: _____

Print name: _____

Per: _____
(authorized signature)

Personal Guarantee

Signature of Guarantor: _____

Print name: _____

Per: _____
(authorized signature)

Personal Guarantee

Signature of Guarantor: _____

Print name: _____

Per: _____
(authorized signature)

[Name of Guarantor]

Per: _____
(authorized signature)

Personal Guarantee

Signature of Guarantor: _____

Print name: _____

Per: _____
(authorized signature)

[Name of Guarantor]

Personal Guarantee

Signature of Guarantor: _____

Print name: _____

Per: _____
(authorized signature)

Per: _____
(authorized signature)

Personal Guarantee

Signature of Guarantor: _____

Print name: _____

[Name of Guarantor]

Per: _____
(authorized signature)

Personal Guarantee

Signature of Guarantor: _____

Print name: _____

Per: _____
(authorized signature)

[Name of Guarantor]

Per: _____
(authorized signature)

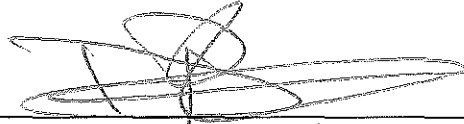
Personal Guarantee

Signature of Guarantor: _____

Print name: _____

Per: _____
(authorized signature)

This is Exhibit "H" referred to in the affidavit of K. Hotel sworn before me at Calgary this 25 day of October 2024.

A handwritten signature in black ink, appearing to be 'Derek Pontin', written over a horizontal line.

A Commissioner for taking Affidavits within Alberta

Derek Pontin
Barrister and Solicitor



This Guarantee is made as of the 1st day of June, 2021.

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

UPPAL FARMS & GREENHOUSES LTD.

(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 (any and all such legal and equitable defences are hereby expressly waived by the Guarantor) 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 or reduction in the amount, or any other variance of any loans or credits now or hereafter made available to the Customer by the Bank or guaranteed by the Customer to the Bank or any other change to any of the terms or conditions of any of the Obligations (including, without limitation, respecting rates of interest, fees or charges, maturity dates), or any waiver by the Bank respecting any of the Obligations;
- (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 BRITISH COLUMBIA 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.


[Name of Guarantor]

Per: 
(authorized signature)

AMY K. SIDHU

Barrister & Solicitor

WATERSTONE LAW GROUP LLP

Per: 
(authorized signature)

202 - 32625 South Fraser Way

Abbotsford, BC V2T 1X8

(604) 744-4600

[Name of Guarantor]

Per: _____
(authorized signature)

Per: _____
(authorized signature)

[Name of Guarantor]

Per: _____
(authorized signature)

Per: _____
(authorized signature)

[Name of Guarantor]

Per: _____
(authorized signature)

Per: _____
(authorized signature)

[Name of Guarantor]

Per: _____
(authorized signature)

Per: _____
(authorized signature)

[Name of Guarantor]

Per: _____
(authorized signature)

Per: _____
(authorized signature)

Personal Guarantee

Signature of Guarantor: 

Print name: BHALVINDER KAUR THANDI

Personal Guarantee

Signature of Guarantor: _____

Print name: _____

Personal Guarantee

Signature of Guarantor: _____

Print name: _____

Personal Guarantee

Signature of Guarantor: _____

Print name: _____

Personal Guarantee

Signature of Guarantor: _____

Print name: _____

Personal Guarantee

Signature of Guarantor: _____

Print name: _____

Personal Guarantee

Signature of Guarantor: _____

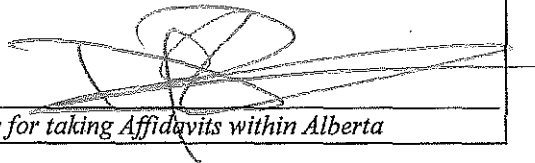
Print name: _____

Personal Guarantee

Signature of Guarantor: _____

Print name: _____

This is Exhibit "T" referred to in the affidavit of K. Hotel sworn before me at Calgary this 25 day of October 2024.

A handwritten signature in black ink, appearing to be 'Derek Pontin', written over a horizontal line.

A Commissioner for taking Affidavits within Alberta

Derek Pontin
Barrister and Solicitor



This Guarantee is made as of the 15th day of June, 2021.

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

UPPAL FARMS & GREENHOUSES LTD.

(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 (any and all such legal and equitable defences are hereby expressly waived by the Guarantor) 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 or reduction in the amount, or any other variance of any loans or credits now or hereafter made available to the Customer by the Bank or guaranteed by the Customer to the Bank or any other change to any of the terms or conditions of any of the Obligations (including, without limitation, respecting rates of interest, fees or charges, maturity dates), or any waiver by the Bank respecting any of the Obligations;
- (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 BRITISH COLUMBIA 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.

WITNESS:

[Name of Guarantor]

Per: _____
(authorized signature)

Per: AMY K. SIDHU
(authorized signature) Barrister & Solicitor
WATERSTONE LAW GROUP LLP
#202 - 32625 South Fraser Way
Abbotsford, BC V2T 1X8
(604) 744-4800

[Name of Guarantor]

Per: _____
(authorized signature)

Per: _____
(authorized signature)

[Name of Guarantor]

Per: _____
(authorized signature)

Per: _____
(authorized signature)

[Name of Guarantor]

Per: _____
(authorized signature)

Per: _____
(authorized signature)

[Name of Guarantor]

Per: _____
(authorized signature)

Per: _____
(authorized signature)

[Name of Guarantor]

Per: _____
(authorized signature)

Per: _____
(authorized signature)

Personal Guarantee

Signature of Guarantor: Jagrajbir K. Uppal

Print name: JAGRAJBIR KAUR UPPAL

Personal Guarantee

Signature of Guarantor: _____

Print name: _____

Personal Guarantee

Signature of Guarantor: _____

Print name: _____

Personal Guarantee

Signature of Guarantor: _____

Print name: _____

Personal Guarantee

Signature of Guarantor: _____

Print name: _____

Personal Guarantee

Signature of Guarantor: _____

Print name: _____

Personal Guarantee

Signature of Guarantor: _____

Print name: _____

Personal Guarantee

Signature of Guarantor: _____

Print name: _____

This is Exhibit "J" referred to in the affidavit of K. Hotel sworn before me at Calgary this 25 day of October 2024.

A handwritten signature in black ink, appearing to be 'Derek Pontin', written over a horizontal line.

A Commissioner for taking Affidavits within Alberta

Derek Pontin
Barrister and Solicitor



This Guarantee is made as of the 15 day of June, 2021.

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

UPPAL FARMS & GREENHOUSES LTD.
(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 (any and all such legal and equitable defences are hereby expressly waived by the Guarantor) 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 or reduction in the amount, or any other variance of any loans or credits now or hereafter made available to the Customer by the Bank or guaranteed by the Customer to the Bank or any other change to any of the terms or conditions of any of the Obligations (including, without limitation, respecting rates of interest, fees or charges, maturity dates), or any waiver by the Bank respecting any of the Obligations;
- (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.

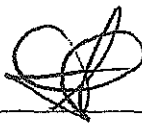
This Guarantee shall be governed by and construed in accordance with the laws of the Province of BRITISH COLUMBIA and the laws of Canada applicable therein.

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.

[Name of Guarantor]

Per: 
(authorized signature)

Personal Guarantee

Signature of Guarantor: 

Print name: PAWANBIR SINGH UPPAL

Per:
(authorized signature)

[Name of Guarantor]

Per:
(authorized signature)

AMY K. SIDHU
Barrister & Solicitor
WATERSTONE LAW GROUP LLP
#202 - 32625 South Fraser Way
Abbotsford, BC V2T 1X8
(604) 744-4600

Personal Guarantee

Signature of Guarantor: _____

Print name: _____

Personal Guarantee

Signature of Guarantor: _____

Print name: _____

Personal Guarantee

Signature of Guarantor: _____

Print name: _____

Personal Guarantee

Signature of Guarantor: _____

Print name: _____

Personal Guarantee

Signature of Guarantor: _____

Print name: _____

Personal Guarantee

Signature of Guarantor: _____

Print name: _____

Personal Guarantee

Signature of Guarantor: _____

Print name: _____

This is Exhibit "K" referred to in the affidavit of K. Hotel sworn before me at Calgary this 25 day of October 2024.

A handwritten signature in black ink, appearing to be 'Derek Pontin', written over a horizontal line.

A Commissioner for taking Affidavits within Alberta

Derek Pontin
Barrister and Solicitor



This Guarantee is made as of the 1st day of June, 2021.

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

UPPAL FARMS & GREENHOUSES LTD.

(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 (any and all such legal and equitable defences are hereby expressly waived by the Guarantor) 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 or reduction in the amount, or any other variance of any loans or credits now or hereafter made available to the Customer by the Bank or guaranteed by the Customer to the Bank or any other change to any of the terms or conditions of any of the Obligations (including, without limitation, respecting rates of interest, fees or charges, maturity dates), or any waiver by the Bank respecting any of the Obligations;
- (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 BRITISH COLUMBIA 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.

[Name of Guarantor]

Per: 
(authorized signature)

Per: AMY K. SIDHU
(authorized signature) Barrister & Solicitor
WARRENSTONE LAW GROUP LLP

[Name of Guarantor] #202 - 32625 South Fraser Way
Abbotsford, BC V2T 1X8
(604) 744-4600

Per: _____
(authorized signature)

Per: _____
(authorized signature)

[Name of Guarantor]

Per: _____
(authorized signature)

Per: _____
(authorized signature)

[Name of Guarantor]

Per: _____
(authorized signature)

Per: _____
(authorized signature)

[Name of Guarantor]

Per: _____
(authorized signature)

Per: _____
(authorized signature)

[Name of Guarantor]

Per: _____
(authorized signature)

Per: _____
(authorized signature)

Personal Guarantee

Signature of Guarantor: 

Print name: GURMINDER SINGH UPPAL

Personal Guarantee

Signature of Guarantor: _____

Print name: _____

Personal Guarantee

Signature of Guarantor: _____

Print name: _____

Personal Guarantee

Signature of Guarantor: _____

Print name: _____

Personal Guarantee

Signature of Guarantor: _____

Print name: _____

Personal Guarantee

Signature of Guarantor: _____

Print name: _____

Personal Guarantee

Signature of Guarantor: _____

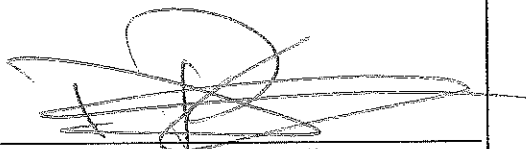
Print name: _____

Personal Guarantee

Signature of Guarantor: _____

Print name: _____

This is Exhibit "L" referred to in the affidavit of K. Hotel sworn before me at Calgary this 25 day of October 2024.

A handwritten signature in black ink, appearing to be 'Derek Pontin', written over a horizontal line.

A Commissioner for taking Affidavits within Alberta

Derek Pontin
Barrister and Solicitor



TD Canada Trust
General Assignment of Rents & Leases

This agreement and assignment is made as of the 29 day of November, 2022

BETWEEN:

UPPAL FARMS & GREENHOUSES LTD.

a corporation incorporated under the laws of British Columbia, (hereinafter called the "Assignor") of the first part,

- and -

The Toronto-Dominion Bank, a Canadian chartered Bank (hereinafter called the "Assignee") of the second part,

Whereas the Assignor is the owner of the Lands subject to the Mortgage;

And Whereas in order to secure payment of the Obligations, the Assignor has agreed to assign the Leases and Rents to the Assignee as provided herein;

Now therefore this agreement and assignment witnesses that in consideration of the premises and the covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, the parties hereto agree as follows:

1. Interpretation

In this agreement and assignment, unless there is something in the subject matter or context inconsistent therewith,

- (a) "Lands" means the lands and premises described in Schedule A attached to this agreement and assignment.
- (b) "Leases" means:
 - (i) every existing and future lease or sublease of, and agreement to lease or sublease, the whole or any portion of the Assignor's interest in the Lands;
 - (ii) every existing and future tenancy, agreement as to use or occupation and licence in respect of the whole or any portion of the Lands, whether or not pursuant to any written lease, agreement or licence;
 - (iii) every existing and future indemnity or guarantee of all or any of the obligations of any existing or future Tenant of the whole or any portion of the Lands; and
 - (iv) every existing and future assignment and agreement to assume the obligations of Tenants of the whole or any portion of the Lands;
- (c) "Mortgage" means a registered charge/mortgage of the Lands, in the amount of FOUR MILLION EIGHT HUNDRED THOUSAND Dollars (\$4,800,000.00) from the Assignor to the Assignee, which was signed, or for which an Acknowledgement and Direction was signed, on November , 2022 and any amendments or modifications thereto and any mortgage or mortgages made or take in substitution thereof.
- (d) "Obligations" means the indebtedness and liability of the Assignor to the Assignee that is secured by the Mortgage.
- (e) "Rents" means all rents and other monies now due and payable or hereafter to become due and payable and the benefit of all covenants of Tenants, indemnitors and guarantors, under or in respect of the Leases.
- (f) "Tenant" means any lessee, sublessee, licensee or grantee of a right of use or occupation under a Lease and that person's successors and permitted assigns.

2. Assignment

As continuing collateral security for payment of the Obligations, the Assignor hereby assigns to the Assignee and creates a security interest in all of the Assignor's right, title, benefit and interest in and to the following:

- (a) the Leases and all benefits, powers, options and advantages of the Assignor to be derived therefrom and all covenants, obligations, undertakings and agreements of Tenants, thereunder; and
- (b) the Rents, with full power and authority to demand, collect, sue for, recover, receive and give receipts for the Rents and to enforce payment of the Rents and performance of the obligations of the Tenants, indemnitors and guarantors under the Leases in the name of the Assignor or the owner from time to time of the Lands.

3. Representations and Covenants of the Assignor

The Assignor hereby represents to, and covenants and agrees with, the Assignee that:

- (a) none of the Rents has been or will be paid more than one month in advance (except, if so provided in the Lease, for payment of rent for the last month of the term);
- (b) there has been no default of a material nature under any of the existing Leases which has not been remedied by any of the parties thereto;
- (c) it will observe and perform all of its obligations under each of the Leases and will not do or permit to be done anything that could reasonably be expected to adversely affect the enforceability of any Lease;
- (d) it will not surrender or materially modify, alter or amend any Lease or consent to an assignment of the Tenant's interest under any Lease without first obtaining the consent in writing of the Assignee;
- (e) it will not at any time assign, grant a security interest in or otherwise encumber its interest under any Lease or the Rents due or to become due thereunder, or any part thereof, other than to the Assignee; and
- (f) it will not lease or agree to lease any of the Lands except at a rent and on terms and conditions which a prudent landlord would expect to receive for such premises, and except to Tenants to whom a prudent landlord would rent the particular premises.

4. Dealing with Rents by the Assignor

Subject to paragraph 3(a) above, the Assignor shall be permitted to collect and receive the Rents as and when they shall become due and payable according to the terms of the particular Lease unless and until the Assignor is in default in payment of any of the Obligations or in observing or performing any covenant, obligation or condition under this agreement and assignment or any other agreement collateral hereto. After the occurrence and during the continuation of a default, the Assignee may deliver a written notice to any Tenant under any of the Leases directing it to pay the Rents payable under its Lease to the Assignee, and such notice shall be good and sufficient authority for the Tenant in so doing.

5. Rights and Duties of the Assignee

Nothing contained herein or in any statute shall have the effect of making the Assignee, its successors or assigns, responsible for the collection of any Rents or for the observance or performance of any covenant, obligation or condition under any of the Leases to be observed or performed by the Assignor, and the Assignee shall not, by virtue of this agreement and assignment or its receipt of any Rents, become or be deemed a mortgagee in possession of the Lands, and the Assignee shall not be under any obligation to take any action or exercise any remedy for the collection or recovery of any Rents or to enforce the performance of the obligations of any person under or in respect of any of the Leases; and the Assignee shall be liable to account only for such Rents as it shall actually receive, less all costs and expenses incurred by the Assignee in the collection thereof.

6. Further Assurances

The Assignor hereby agrees to execute such further documents and instruments and to do all such further acts and things as may be reasonably required by the Assignee from time to time to perfect and to carry out the purpose and intent of this agreement and assignment.

7. Additional Continuing Security

This agreement and assignment is being taken as additional collateral security for payment of the Obligations, and none of the rights or remedies of the Assignee under the Mortgage or any other security held by the Assignee shall be delayed or in any way prejudiced by the entering into of this agreement and assignment; and following delivery by the Assignee to the Assignor of a discharge of the Mortgage this agreement and assignment shall be of no further force or effect.

8. Indemnity

The Assignor shall reimburse, indemnify and hold harmless the Assignee for and from any and all expenses, losses, damages and liabilities which the Assignee may reasonably incur by reason of this agreement and assignment and the exercise by or on behalf of the Assignee of any rights under this agreement and assignment.

9. Benefit of this Agreement

This agreement and assignment shall enure to the benefit of the successors and assigns of the Assignee and Assignor. This agreement and assignment has been executed by the Assignor by its duly authorized officers as of the date first above written.

Per: [Signature]

Name: Gurminder Uppal Office: Director

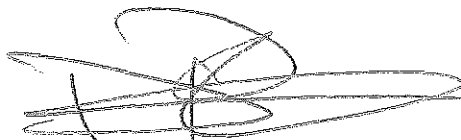
Per: [Signature]

Name: Pawanbir Uppal Office: Director

Schedule A
Legal Description of Lands

PID: 006-892-230, LOT 5 SECTION 3 TOWNSHIP 17 NEW WESTMINSTER DISTRICT PLAN 649A

This is Exhibit "M" referred to in the affidavit of K. Hotel sworn before me at Calgary this 25 day of October 2024.

A handwritten signature in black ink, appearing to be 'Derek Pontin', written over a horizontal line.

A Commissioner for taking Affidavits within Alberta

Derek Pontin
Barrister and Solicitor



TD Canada Trust
General Assignment of Rents & Leases

This agreement and assignment is made as of the 1st day of June, 2021
 BETWEEN:

JAGRAJBIR KAUR UPPAL and BHALVINDER KAUR THANDI
 a corporation incorporated under the laws of British Columbia, (hereinafter called the "Assignor") of the first part,

- and -

The Toronto-Dominion Bank, a Canadian chartered Bank (hereinafter called the "Assignee") of the second part,

Whereas the Assignor is the owner of the Lands subject to the Mortgage;

And Whereas in order to secure payment of the Obligations, the Assignor has agreed to assign the Leases and Rents to the Assignee as provided herein;

Now therefore this agreement and assignment witnesses that in consideration of the premises and the covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, the parties hereto agree as follows:

1. Interpretation

In this agreement and assignment, unless there is something in the subject matter or context inconsistent therewith,

- (a) "Lands" means the lands and premises described in Schedule A attached to this agreement and assignment.
- (b) "Leases" means:
 - (i) every existing and future lease or sublease of, and agreement to lease or sublease, the whole or any portion of the Assignor's interest in the Lands;
 - (ii) every existing and future tenancy, agreement as to use or occupation and licence in respect of the whole or any portion of the Lands, whether or not pursuant to any written lease, agreement or licence;
 - (iii) every existing and future indemnity or guarantee of all or any of the obligations of any existing or future Tenant of the whole or any portion of the Lands; and
 - (iv) every existing and future assignment and agreement to assume the obligations of Tenants of the whole or any portion of the Lands;
- (c) "Mortgage" means a registered charge/mortgage of the Lands, in the amount of TEN MILLION DOLLARS (\$10,000,000.00) from the Assignor to the Assignee, which was signed, or for which an Acknowledgement and Direction was signed, on May 1st, 2021 and any amendments or modifications thereto and any mortgage or mortgages made or take in substitution thereof.
- (d) "Obligations" means the indebtedness and liability of the Assignor to the Assignee that is secured by the Mortgage.
- (e) "Rents" means all rents and other monies now due and payable or hereafter to become due and payable and the benefit of all covenants of Tenants, indemnitors and guarantors, under or in respect of the Leases.
- (f) "Tenant" means any lessee, sublessee, licensee or grantee of a right of use or occupation under a Lease and that person's successors and permitted assigns.

2. Assignment

As continuing collateral security for payment of the Obligations, the Assignor hereby assigns to the Assignee and creates a security interest in all of the Assignor's right, title, benefit and interest in and to the following:

- (a) the Leases and all benefits, powers, options and advantages of the Assignor to be derived therefrom and all covenants, obligations, undertakings and agreements of Tenants, thereunder; and
- (b) the Rents, with full power and authority to demand, collect, sue for, recover, receive and give receipts for the Rents and to enforce payment of the Rents and performance of the obligations of the Tenants, indemnitors and guarantors under the Leases in the name of the Assignor or the owner from time to time of the Lands.

3. Representations and Covenants of the Assignor

The Assignor hereby represents to, and covenants and agrees with, the Assignee that:

- (a) none of the Rents has been or will be paid more than one month in advance (except, if so provided in the Lease, for payment of rent for the last month of the term);
- (b) there has been no default of a material nature under any of the existing Leases which has not been remedied by any of the parties thereto;
- (c) it will observe and perform all of its obligations under each of the Leases and will not do or permit to be done anything that could reasonably be expected to adversely affect the enforceability of any Lease;
- (d) it will not surrender or materially modify, alter or amend any Lease or consent to an assignment of the Tenant's interest under any Lease without first obtaining the consent in writing of the Assignee;
- (e) it will not at any time assign, grant a security interest in or otherwise encumber its interest under any Lease or the Rents due or to become due thereunder, or any part thereof, other than to the Assignee; and
- (f) it will not lease or agree to lease any of the Lands except at a rent and on terms and conditions which a prudent landlord would expect to receive for such premises, and except to Tenants to whom a prudent landlord would rent the particular premises.

4. Dealing with Rents by the Assignor

Subject to paragraph 3(a) above, the Assignor shall be permitted to collect and receive the Rents as and when they shall become due and payable according to the terms of the particular Lease unless and until the Assignor is in default in payment of any of the Obligations or in observing or performing any covenant, obligation or condition under this agreement and assignment or any other agreement collateral hereto. After the occurrence and during the continuation of a default, the Assignee may deliver a written notice to any Tenant under any of the Leases directing it to pay the Rents payable under its Lease to the Assignee, and such notice shall be good and sufficient authority for the Tenant in so doing.

5. Rights and Duties of the Assignee

Nothing contained herein or in any statute shall have the effect of making the Assignee, its successors or assigns, responsible for the collection of any Rents or for the observance or performance of any covenant, obligation or condition under any of the Leases to be observed or performed by the Assignor, and the Assignee shall not, by virtue of this agreement and assignment or its receipt of any Rents, become or be deemed a mortgagee in possession of the Lands, and the Assignee shall not be under any obligation to take any action or exercise any remedy for the collection or recovery of any Rents or to enforce the performance of the obligations of any person under or in respect of any of the Leases; and the Assignee shall be liable to account only for such Rents as it shall actually receive, less all costs and expenses incurred by the Assignee in the collection thereof.

6. Further Assurances

The Assignor hereby agrees to execute such further documents and instruments and to do all such further acts and things as may be reasonably required by the Assignee from time to time to perfect and to carry out the purpose and intent of this agreement and assignment.

7. Additional Continuing Security

This agreement and assignment is being taken as additional collateral security for payment of the Obligations, and none of the rights or remedies of the Assignee under the Mortgage or any other security held by the Assignee shall be delayed or in any way prejudiced by the entering into of this agreement and assignment; and following delivery by the Assignee to the Assignor of a discharge of the Mortgage this agreement and assignment shall be of no further force or effect.

8. Indemnity

The Assignor shall reimburse, indemnify and hold harmless the Assignee for and from any and all expenses, losses, damages and liabilities which the Assignee may reasonably incur by reason of this agreement and assignment and the exercise by or on behalf of the Assignee of any rights under this agreement and assignment.

9. Benefit of this Agreement

This agreement and assignment shall enure to the benefit of the successors and assigns of the Assignee and Assignor. This agreement and assignment has been executed by the Assignor by its duly authorized officers as of the date first above written.

WITNESS:



AMY K. SIDHU
Barrister & Solicitor
WATERSTONE LAW GROUP LLP
#202 - 32625 South Fraser Way
Abbotsford, BC V2T 1X8
(604) 744-4600

Jagrajbir K. Uppal
JAGRAJBIR KAUR UPPAL

WITNESS:



AMY K. SIDHU
Barrister & Solicitor
WATERSTONE LAW GROUP LLP
#202 - 32625 South Fraser Way
Abbotsford, BC V2T 1X8
(604) 744-4600

Bhalvinder K. Thandi
BHALVINDER KAUR THANDI

Schedule A
Legal Description of Lands

PID: 006-892-621

Parcel "B" (J147113E) Lot 10 Section 3 Township 17 New Westminster District Plan 649A

This is Exhibit "N" referred to in the affidavit of K. Hotel sworn before me at Calgary this 25 day of October 2024.

A handwritten signature in black ink, appearing to be 'Derek Pontin', written over a horizontal line.

A Commissioner for taking Affidavits within Alberta

Derek Pontin
Barrister and Solicitor

01330903

12314 (10-97)

9032

BRANCH

NOTICE OF INTENTION TO GIVE SECURITY UNDER SECTION 427 OF THE BANK ACT
TO
THE TORONTO-DOMINION BANK

TO WHOM IT MAY CONCERN:

UPPAL FARMS & GREENHOUSES LTD

(NAME OF PERSON, FIRM OR COMPANY)

(P.O. ADDRESS) 34050 HALLERT RD, Abbotsford BC, V3G1P9

HEREBY GIVES NOTICE THAT IT IS THEIR INTENTION TO GIVE SECURITY UNDER
(HIS OR THEIR)
THE AUTHORITY OF SECTION 427 OF THE BANK ACT, TO THE TORONTO-DOMINION
BANK. DATED AT ABBOTSFORD THIS 1st DAY OF June, 2021
(month) (year)

UPPAL FARMS & GREENHOUSES LTD

Dated, JUNE 1, 2021

TO

THE TORONTO-DOMINION BANK

9032

NOTICE OF INTENTION TO GIVE SECURITY
UNDER SECTION 427 OF THE BANK ACT



Canada Trust

Branch Transit No. 9032
Address 32817 South Fraser Way
Abbotsford, BC V2S 2A6

Date June 4, 2021

Customer Information

Customer name UPPAL FARMS & GREENHOUSES LTD. Customer name

Address 34050 Hallert Road, Abbotsford, BC V3G 1P9 Address

Customer name Customer name

Address Address

In this agreement the words *you* and *your* mean each customer named above. *We*, *our*, *ours* and *us* mean The Toronto-Dominion Bank. This security is given under the provisions of Section 427 of the Bank Act.

Security

For good and valuable consideration, you hereby assign over to us as continuing security for the payment of all loans and advances that have been or that may be made by us to you or renewals of such loans and advances, or substitution therefore and interest on such loans and advances and on any such renewals or substitutions, the following property of which you are now or may hereinafter become the owner (describe kind of property):
(if more space is required, complete Schedule A on page 4).

☒ refer to Schedule A
and which is now or may hereafter be located at (describe location of property): (if more space is required, complete Schedule A)

☒ refer to Schedule A
or wherever such property may be.
The property now owned by you and hereby assigned is free from any mortgage, lien or charge thereon, other than previous assignments, if any, to us or to such other party as you have previously advised us. You warrant that the property which may be acquired by you and is hereby assigned shall be free from any mortgage, lien or charge thereon other than previous assignments, if any, to us or to such other party as you have previously advised us.

Signatures

Each person who signs this agreement is jointly and severally liable under this agreement. Your signature below means:

- the information provided in this agreement is complete and accurate;
- you understand and agree to the following terms and conditions of this agreement; and
- you have received a completed copy of this agreement.

Witness sign

Print name

Witness Address

(if not a TD employee)

Witness sign

Print name

Witness Address

(if not a TD employee)

Witness sign

Print name

Witness Address

(if not a TD employee)

Witness sign

Print name

Witness Address

(if not a TD employee)

Page 1 of 4

AMY K. SIDHU
Barrister & Solicitor
WATERSTONE LAW GROUP LLP
#202 - 32625 South Fraser Way
Abbotsford, BC V2T 1X8
(604) 744-4600

UPPAL FARMS & GREENHOUSES LTD.

Per:

Customer Name: Gurman Singh Upal

Customer

Customer

Customer

Terms and Conditions - Bank Act Security

The information specified on the front of this agreement, along with the following terms and conditions, form the agreement governing your Bank Act Security to The Toronto-Dominion Bank. In return for our making loans and advances to you, you agree with us as follows:

1 Evidence of debit

We may from time to time take from you promissory notes or other evidence of indebtedness for the loans and advances or any part thereof. Any notes or other evidence so taken will not extinguish or pay the indebtedness created by such loans and advances but will represent the debt.

2 Default

If you:

- default in payment of all or part of any debt or liability to us, or
- fail to care for, maintain, protect or preserve the property covered by any security held by us, or
- if you cease or threaten to cease to carry on business, become insolvent or the subject of bankruptcy or insolvent proceedings, or
- if any indebtedness you owe to any other person becomes due and payable or is capable of being declared due and payable before the maturity thereof or any such indebtedness is not paid at its maturity or upon the expiry of any stated grace period, or
- default in any other manner contemplated under the Bank Act, we will have the following rights:
 - • to sell all or any of the property covered by such security;
 - • authority to sell all or any of your securities and all or part of the property thereby charged; and
 - • authority to sell all products of the property or any part thereof.

We may sell any such property if, as, and when, and where we, in our absolute discretion think proper. We are not required to give you or any other person notice of the sale. We may sell any such property without advertisement and without selling at public auction. We may apply the proceeds to reduce the liabilities as we from time to time see fit. These rights are without prejudice to our claim for any deficiency and are free from any right of redemption on your part which is hereby waived and released. You expressly waive all and every formality prescribed by custom or by law in relation to any such sale.

3 Sale of property

If you sell all or part of the property, the proceeds of any such sale including cash, bills, notes, evidences of title, and securities, and the indebtedness of any purchaser in connection with such sale will be our property. The property will be payable or transferable to us. Until so paid or transferred to us, the property will be held by you on our behalf of and in trust for us. Execution by you and acceptance by us of an assignment of book debts will be considered to be in furtherance of this declaration and not an acknowledgment by us of any right or title of yours to such book debts.

4 Bailee

If we surrender to you any of the securities from time to time; for the purpose of enabling you to obtain possession of the property, you will receive possession of the securities and the property as bailee. You will hold the property for and on behalf of us and deal with it as we may direct from time to time. You will give to us securities under the Bank Act covering said property when required by us.

5 Insurance

You will keep the property insured against damage by fire and, if demanded by us, against any other loss or damage to its full insurable value, with companies approved by us. We will be entitled to the benefit of all such insurance. You will assign to us all policies evidencing the same or have the loss made payable to, and deliver the policies to us. On default, we will be entitled but not bound to effect insurance on the property to such extent as we see fit and you will pay on demand the premiums and interest at our prevailing rate on your loan.

6 Wages

You will at all times duly and seasonably pay and discharge the wages, salaries, and other remuneration of all persons employed by you in connection with your business. You will from time to time, if so requested by us, obtain such waivers of prior liens for salaries, wages, or other remunerations as may be necessary to secure to us a first lien on your property.

7 Notes

Any promissory note or other evidence of indebtedness received by us together with any security and/or documents attached thereto or received therewith will be subject to the terms of this agreement. We and/or holders for the time being of such promissory note or other evidence of indebtedness may at any time before or after the maturity thereof and whether or not the same has been dishonoured, accept payment and deliver the security or documents or accept partial payment from time to time and thereupon release a proportionate part of the security or the property covered.

8 Enter property

We may directly or through our agent, from time to time and without any demand, take the following actions. We may break open, enter upon or into and occupy (with or without force) and use free of charge and to the exclusion of all others including you, the premises and property. These include all real and personal, immovable and moveable property and whether or not covered or charged by the securities, of or used by you in

connection with the property (not being the premises of a warehouseman or carrier). We may continue our use until the property is fully realized upon. We may from time to time appoint a receiver or agent to act for you who alone will be responsible for his acts. You do not have any power to revoke such an appointment. Such agent or receiver will have the powers hereby granted to us (including entry and use as above provided). In addition, the agent or receiver will have the right from time to time and in your name to exercise all your rights, powers, and privileges of every kind and to do all acts and things that you could do if acting, for the purpose of completing, selling, shipping, or otherwise dealing with the property, in such manner as we may think proper to enable the property to be realized upon.

9 Settlement

We may release, compromise, settle, and adjust any claim, dispute, or difference which may arise in respect of the securities, the property and proceeds thereof and any collateral security. We may use any clearing houses established by the Canadian Payments Association. In all dealings with your accounts and with bills of exchange and presentment for payment thereof may act under and in accordance with the rules and regulations under which such clearing houses are operated and will not be responsible for any loss occasioned by action hereunder, nor for any neglect, failure, or delay in exercising or enforcing any of our powers or rights nor for any act, default, or misconduct of any agent, broker, officer, employee, or servant of ours. We will be accountable only for such moneys as we actually receive. It will not be necessary for us to give notice of this agreement or of the securities taken hereunder to any person. We will not be responsible for any failure to give notice, nor for granting any extension of time or indulgence.

10 Additional Agreements/Attorney

You will from time to time execute, draw, endorse, and deliver, the securities and the promissory notes for such advances and all promissory notes, bills of exchange, agreements, contracts, leases, assignments, or other documents which may from time to time in our opinion be necessary or expedient for the purpose of:

- carrying into effect any of the provisions hereof, and
- of perfecting our title to the securities the property and proceeds thereof, and
- of securing the payment to us of the said liabilities.

You hereby appoint us and any of our managers or acting managers the Attorney and Attorneys of you, with full power of substitution from time to time for and in your name to do any and all of the aforesaid acts. This appointment is being made in consideration of such advances and is irrevocable so long as any part of the liabilities remains unpaid or any loan or credit facility is made available to you by us and notwithstanding your death. Every power, right, and discretion conferred upon us by this agreement or by the Bank Act may be exercised on our part by any of our managers.

11 No Limitation

The provisions hereof are in addition and without limitation to all our other legal remedies and to all other rights under all other agreements you have entered into with us.

12 Notice

Any notice given to us hereunder will be sufficiently given if delivered, or mailed, postage prepaid, addressed to us at the above Branch. Notice will be considered to have been given four days following the day of mailing or on the date of delivery if actually delivered or faxed to us. Any notice given by us to you will be sufficiently given if mailed, postage prepaid, addressed to you at your last address known to us in connection with your accounts and such notice will be deemed to have been given four days following the day of mailing.

13 Assigns

The agreement shall govern your heirs, executors, administrators, successors, and assigns.

14 Headings

Headings are provided as a reference for your convenience. They are not part of the terms and conditions of this agreement.

The Toronto-Dominion Bank Bank Act Security Schedule A Security	Date <u>June 4, 2021</u>
Description of property	Place(s) where Located
ALL CROPS GROWING OR PRODUCED UPON THE FARM INCLUDING ALL-NATURAL INCREASES THEREOF	IN AT UPON OR NEAR LANDS AND PREMISES OR ANY ONE OF THEM SITUATED AT PID: 006-892-621 PARCEL "B" (J147113E) LOT 10 SECTION 3 TOWNSHIP 17 NEW WESTMINSTER DISTRICT PLAN 649A, ALL IN THE PROVINCE OF BRITISH COLUMBIA AND IN SUCH OTHER PLACE OR PLACES IN CANADA NOW OR HEREAFTER USED OR OCCUPIED FROM TIME TO TIME BY THE UNDERSIGNED IN THEIR NORMAL COURSE OF BUSINESS

This is Exhibit "O" referred to in the affidavit of K. Hotel sworn before me at Calgary this 25 day of October 2024.

A handwritten signature in black ink, appearing to be 'Derek Pontin', written over a horizontal line.

A Commissioner for taking Affidavits within Alberta

Derek Pontin
Barrister and Solicitor

ASSIGNMENT OF INSURANCE POLICIES AND PROCEEDS
(this "Assignment")

June
This Assignment is made as of May 1, 2021

RECITALS:

- A. The Toronto-Dominion Bank (the "**Assignee**") have agreed to grant a loan in an amount not to exceed \$1,720,000.00 (the "**Loan**") to Jagrajbir Kaur Uppal and Bhalvinder Kaur Thandi (together the "**Assignors**") pursuant to a Loan Agreement dated for reference and made with effect as of March 31, 2021, among, the Assignee, the Assignors, and the guarantors party thereto, as amended, modified, renewed, restated or replaced from time to time (the "**Loan Agreement**");
- B. The Loan will be secured by a mortgage in the amount of \$10,000,000,000 against that certain real or immovable property described in Schedule A and all buildings and improvements located on or under them (the "**Property**");
- C. The Assignee require the Assignors to execute this Assignment as a prerequisite to funding the Loan; and
- D. As further security for the repayment of the Loan, the Assignors have agreed to assign to the Assignee any and all insurance policies maintained by the Assignors in respect of the Property.

NOW THEREFORE THIS ASSIGNMENT WITNESSES THAT, for valuable consideration (the receipt and sufficiency of which are hereby acknowledged by the Assignors), the Assignors certifies, represents, warrants, covenants and agrees as follows.


- 1. The Assignors hereby assign to the Assignee the benefit of all insurance policies maintained by the Assignors in respect of the Property, **in an amount not less than \$1,245,594.00**, including, without restriction, those insurance policies attached as Schedule B (the "**Policies**"). Without restricting the generality of the foregoing, all of the Assignors' rights and benefits under the Policies are hereby vested in the Assignee, including the right to bring action to recover monies under the Policies. Provided however that nothing contained in this agreement shall be construed so as to oblige the Assignee to pay any premiums owing under the Policies or to otherwise maintain the Policies in good standing.
- 2. So long as the Loan, or any portion thereof, remains outstanding, the Assignors shall:
 - (a) keep and maintain insurance in accordance with the requirements of the Assignee as set forth in the Loan Agreement and the security granted pursuant thereto;
 - (b) pay all premiums owing in respect of the Policies as the same become due;

- 2 -


- (c) refrain from committing or omitting any acts which could or would affect the validity or enforceability of the Policies; and
 - (d) from time to time, at the reasonable request of the Assignee, provide the Assignee with evidence that the Policies have been obtained and are in good standing.
3. Notwithstanding anything contained herein, it is acknowledged and agreed that this Assignment is taken as security for the repayment of the Loan and that, upon repayment in full of the Loan (and all other monies owing pursuant to the Loan Agreement and the security granted pursuant thereto) this Assignment shall become null and void.
 4. This Assignment shall enure to the benefit of and be binding upon the parties, together with their successors and permitted assigns.
 5. This Assignment shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.
 6. If any provision of this Assignment is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect. To the extent permitted by applicable law the parties hereby waive any provision of law that renders any provision hereof prohibited or unenforceable in any respect.
 7. This Assignment may be delivered via facsimile or email in PDF, provided that the Assignors shall deliver an originally executed copy of this Assignment forthwith thereafter to the Assignee.

[Signature page follows]

IN WITNESS WHEREOF, the Assignors have duly attested to and executed this document, as of the date first above written.


 AMY K. SIDHU
 Barrister & Solicitor
 WATERSTONE LAW GROUP LLP
 #202 - 32625 South Fraser Way
 Abbotsford, BC V2T 1X8
 (604) 744-4600
 Witness as to execution

Jagrajbir K. Uppal
 Jagrajbir Kaur Uppal


 AMY K. SIDHU
 Barrister & Solicitor
 WATERSTONE LAW GROUP LLP
 #202 - 32625 South Fraser Way
 Abbotsford, BC V2T 1X8
 (604) 744-4600
 Witness as to execution

Bhalvinder K. Thandi
 Bhalvinder Kaur Thandi

SCHEDULE A**THE LANDS**

PARCEL IDENTIFIER	LEGAL DESCRIPTION
006-892-621	Parcel "B" (J147113E) Lot 10 Section 3 Township 7 New Westminster District Plan 649A

SCHEDULE B
INSURANCE POLICIES

(see attached pages)

This is Exhibit "P" referred to in the affidavit of K. Hotel sworn before me at Calgary this 25 day of October 2024.

A handwritten signature in black ink, appearing to be 'Derek Pontin', written over a horizontal line.

A Commissioner for taking Affidavits within Alberta

Derek Pontin
Barrister and Solicitor

TITLE SEARCH PRINT

File Reference: 34172-0054

Declared Value \$4800000

2024-10-18, 11:20:22

Requestor: Tihana Saric

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Land Title District	NEW WESTMINSTER
Land Title Office	NEW WESTMINSTER
Title Number	CA9409388
From Title Number	CA6965438
Application Received	2021-10-04
Application Entered	2021-10-06
Registered Owner in Fee Simple	
Registered Owner/Mailing Address:	UPPAL FARMS & GREENHOUSES LTD., INC.NO. BC0982796 34050 HALLERT RD ABBOTSFORD, BC V3G 1P9
Taxation Authority	Abbotsford, City of
Description of Land	
Parcel Identifier:	006-892-230
Legal Description:	LOT 5 SECTION 3 TOWNSHIP 17 NEW WESTMINSTER DISTRICT PLAN 649A
Legal Notations	
	THIS CERTIFICATE OF TITLE MAY BE AFFECTED BY THE AGRICULTURAL LAND COMMISSION ACT; SEE AGRICULTURAL LAND RESERVE PLAN NO. 32 DEPOSITED JULY 30TH, 1974.
Charges, Liens and Interests	
Nature:	MORTGAGE
Registration Number:	CB374038
Registration Date and Time:	2022-12-06 12:57
Registered Owner:	THE TORONTO-DOMINION BANK
Nature:	ASSIGNMENT OF RENTS
Registration Number:	CB374039
Registration Date and Time:	2022-12-06 12:57
Registered Owner:	THE TORONTO-DOMINION BANK

TITLE SEARCH PRINT

File Reference: 34172-0054

Declared Value \$4800000

2024-10-18, 11:20:22

Requestor: Tihana Saric

Nature: MORTGAGE
Registration Number: CB770586
Registration Date and Time: 2023-07-20 15:44
Registered Owner: DUC HUY NGO
AS TO AN UNDIVIDED 300/430 INTEREST
Registered Owner: JASVIR KAUR JOHAL
AS TO AN UNDIVIDED 70/430 INTEREST
Registered Owner: DALJIT SINGH GILL
AS TO AN UNDIVIDED 60/430 INTEREST

Nature: ASSIGNMENT OF RENTS
Registration Number: CB770587
Registration Date and Time: 2023-07-20 15:44
Registered Owner: DUC HUY NGO
AS TO AN UNDIVIDED 300/430 INTEREST
Registered Owner: JASVIR KAUR JOHAL
AS TO AN UNDIVIDED 70/430 INTEREST
Registered Owner: DALJIT SINGH GILL
AS TO AN UNDIVIDED 60/430 INTEREST

Nature: CERTIFICATE OF PENDING LITIGATION
Registration Number: CB1613082
Registration Date and Time: 2024-09-24 09:36
Registered Owner: MKR GROWERS LTD.
INCORPORATION NO. BC0978246
MGB. ENT. LTD.
INCORPORATION NO. BC0718269

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

This is Exhibit "Q" referred to in the affidavit of K. Hotel sworn before me at Calgary this 25 day of October 2024.

A handwritten signature in black ink, appearing to be 'Derek Pontin', written over a horizontal line.

A Commissioner for taking Affidavits within Alberta

Derek Pontin
Barrister and Solicitor

TITLE SEARCH PRINT

File Reference: 34172-0054

Declared Value \$ 4000000

2024-10-18, 11:22:29

Requestor: Tihana Saric

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Land Title District	NEW WESTMINSTER
Land Title Office	NEW WESTMINSTER
Title Number	BX242299
From Title Number	BJ198791
Application Received	2005-06-13
Application Entered	2005-06-20
Registered Owner in Fee Simple	
Registered Owner/Mailing Address:	JAGRAJBIR KAUR UPPAL, LABOURER BHALVINDER KAUR THANDI, LABOURER 387 DEFEHR ROAD ABBOTSFORD, BC V4X 2J7 AS JOINT TENANTS
Taxation Authority	Abbotsford, City of
Description of Land	
Parcel Identifier:	006-892-621
Legal Description:	PARCEL "B" (J147113E) LOT 10 SECTION 3 TOWNSHIP 17 NEW WESTMINSTER DISTRICT PLAN 649A
Legal Notations	
	THIS CERTIFICATE OF TITLE MAY BE AFFECTED BY THE AGRICULTURAL LAND COMMISSION ACT; SEE AGRICULTURAL LAND RESERVE PLAN NO. 32 DEPOSITED 30.07.1974
Charges, Liens and Interests	
Nature:	COVENANT
Registration Number:	CA4516012
Registration Date and Time:	2015-07-07 10:29
Registered Owner:	CITY OF ABBOTSFORD
Nature:	COVENANT
Registration Number:	CA4722798
Registration Date and Time:	2015-10-05 10:17
Registered Owner:	CITY OF ABBOTSFORD

TITLE SEARCH PRINT

File Reference: 34172-0054

Declared Value \$ 4000000

2024-10-18, 11:22:29

Requestor: Tihana Saric

Nature: MORTGAGE
Registration Number: CA9070772
Registration Date and Time: 2021-06-04 11:33
Registered Owner: THE TORONTO-DOMINION BANK

Nature: ASSIGNMENT OF RENTS
Registration Number: CA9070773
Registration Date and Time: 2021-06-04 11:33
Registered Owner: THE TORONTO-DOMINION BANK

Nature: CROWN LIEN
Registration Number: CB947582
Registration Date and Time: 2023-10-12 11:25
Registered Owner: THE CROWN IN RIGHT OF BRITISH COLUMBIA
Remarks: SPECULATION AND VACANCY TAX ACT
AS TO THE INTEREST OF JAGRAJBIR KAUR UPPAL

Nature: JUDGMENT
Registration Number: CB1131765
Registration Date and Time: 2024-01-24 14:12
Registered Owner: HIS MAJESTY THE KING IN RIGHT OF CANADA
Remarks: AS TO THE INTEREST OF JAGRAJBIR KAUR UPPAL

Nature: CROWN LIEN
Registration Number: CB1537841
Registration Date and Time: 2024-08-19 15:20
Registered Owner: THE CROWN IN RIGHT OF BRITISH COLUMBIA
Remarks: SPECULATION AND VACANCY TAX ACT
AS TO THE INTEREST OF JAGRAJBIR KAUR UPPAL

Nature: CERTIFICATE OF PENDING LITIGATION
Registration Number: CB1613081
Registration Date and Time: 2024-09-24 09:36
Registered Owner: MKR GROWERS LTD.
INCORPORATION NO. BC0978246
MGB ENT. LTD.
INCORPORATION NO. BC0718269

Duplicate Infeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

This is Exhibit "R" referred to in the affidavit of K. Hotel sworn before me at Calgary this 25 day of October 2024.

A handwritten signature in black ink, appearing to be 'Derek Pontin', written over a horizontal line.

A Commissioner for taking Affidavits within Alberta

Derek Pontin
Barrister and Solicitor

Alan A Frydenlund, KC*
James L Carpick*
Patrick J Haber*
Heather B Maconachie
Michael F Robson*
Geoffrey M Bowman*
George J Roper*
Katharine R Spots*
Nikita Shlezian*
Laura A Buitendyk
Lina Yeom
Jennifer L Benton

Allison R Kuchta*
Christopher P Weafer*
Gregory J Tucker, KC* **
Terence W Yu*
James H McBeath*
Scott H Stephens*
David W P Morfarty* **
Jean Feng*
Patrick J Weafer
Tanhaa Patel
Lily Y Zhang
Thomas W Deneka

Daniel W Burnett, KC*
Ronald G Paton*
Gary M Yaffe*
Harley J Harris*
Karl R Richardson*
Jennifer R Loeb*
Daniel H Coles*
Sameer Kamboj*
Heather A Frydenlund**
Hadeen K Randhawa
Isabella K Stuart

Harvey S Delaney*
Paul J Brown*
John J Kim* **
Jonathan L Williams*
Paul A Brackstone*
Michelle Kerby*
Jocelyn M Bellerud*
Brian Y K Cheng**
Brittney S Dumanowski
Brett J Maerz
Sean Ryan Mak

Josephine M Nadel, KC, Associate Counsel*
Duncan J Manson, Associate Counsel*
Jeffrey B Lightfoot, Associate Counsel*
Kaitlin Smiley, Associate Counsel*
Andrew J Stainer, Associate Counsel***
Kimberley J Santerre, Associate Counsel*
Hon Walter S Owen, QC, QC, LL.D (1981)
John I Bird, QC (2005)

* Law Corporation
** Also of the Alberta Bar
*** Also of the Ontario Bar
** Also of the NWT Bar
* Also of the Yukon Bar
** Also of the Washington Bar

OWEN BIRD

LAW CORPORATION

Vancouver Centre II
2900-733 Seymour Street
PO Box 1
Vancouver, BC V6B 0S6
Canada

Telephone 604 688-0401
Fax 604 688-2827
Website www.owenbird.com
Direct Line: 604 691-7521
Direct Fax: 604 632-4447
E-mail: ssstephens@owenbird.com
Our File: 34172-0054

July 8, 2024

VIA REGISTERED AND REGULAR MAIL

Uppal Farms & Greenhouses Ltd.
c/o 34050 Hallert Road
Abbotsford, BC V3G 1P9

Bhalvinder Kaur Thandi and Jagrajbir Kaur Uppal
c/o 221 Defehr Road
Abbotsford, BC V4X 2J7

c/o 387 Defehr Road
Abbotsford, BC V4X 2J7

Dear Sirs/Mesdames:

Re: Debts Due to The Toronto-Dominion Bank

We are counsel to The Toronto-Dominion Bank ("TD Bank"). We are informed that Uppal Farms & Greenhouses Ltd., Bhalvinder Kaur Thandi and Jagrajbir Kaur Uppal are in default of their obligations to TD Bank, including by reason of failure to maintain the operating loan within limit, to maintain the requisite Debt Service Coverage ratio, to provide required reporting on time or at all, to pay property taxes on time or at all, to obtain TD Bank's consent prior to the registration of subordinate charges against title to the mortgaged properties, to provide bi-weekly updates from the realtor with regards to the listing of 34211 Hallert Road, Abbotsford and to obtain TD Bank's consent prior to an extension of the listing agreement for the aforesaid property. TD Bank hereby exercises its right to demand repayment of the indebtedness. We are informed that the following sets out the indebtedness as of July 8, 2024:

Borrower	Facility/Secured Item	Outstanding Balance	Per Diem Interest
Uppal Farms	Operating Loan	\$1,520,912.23	Fluctuates
Uppal Farms	Long Term Farm Loan	\$4,878,716.52	\$1,246.31
Uppal Farms	Long Term Farm Loan	\$735,552.50	\$186.97



July 8, 2024
Page 2

OWEN BIRD
LAW CORPORATION

Uppal Farms	Long Term Farm Loan	\$107,425.73	\$7.24
Bhalvinder and Jagrajbir	Long Term Farm Loan	\$1,365,482.31	\$346.93
Uppal Farms	Agriculture Term Loan	\$221,164.85	\$34.23
Uppal Farms	Agriculture Term Loan	\$3,912,676.08	\$600.66
	Administrative Fee	\$1,000	N/A
	Legal Costs	\$7,500	N/A
	TOTAL	\$12,750,430.22	

Demand is hereby made for the immediate payment to our offices by way of certified cheque or bank draft payable to "Owen Bird Law Corporation, In Trust," in the total combined sum of \$12,750,430.22 as of July 8, 2024 plus accrued interest, fees and costs to and including the date funds are received in our offices (note that, due to fluctuation on the operating line, you will need to contact my office for updated payout information on the date of remittance). Any payment less than the full amount outstanding may be accepted by TD Bank, but such payments shall not vitiate this demand for full payment and TD Bank reserves its right to take whatever steps it deems appropriate to recover the full amount owed notwithstanding such payments.

Unless we are in receipt of the sum of \$12,750,430.22 as of July 8, 2024 plus interest, fees and costs accrued to and including the date funds are received in our offices on or before noon, August 9, 2024, our client may instruct us to commence proceedings against you forthwith thereafter without further notice to recover the full amounts owing plus costs. Please note that funds received after noon shall be regarded as funds received on the next business day and therefore must include interest and fees to and including the next business day.

Enclosed is a copy of our client's Notice of Intention to Enforce Security served upon you pursuant to s. 244 of the *Bankruptcy and Insolvency Act*. Also enclosed is a Notice of Intent by Secured Creditor under s. 21 of the *Farm Debt Mediation Act*.

Yours truly,

OWEN BIRD LAW CORPORATION



Scott H. Stephens
SHS/lg

Encls: Notice of Intention to Enforce Security and Notice of Intent by Secured Creditor
cc: client
cc: guarantors
cc: FDMS Administrator (aafc.fdmwest-smmeaouest.aac@agr.gc.ca)

FORM 86

Notice of Intention to Enforce Security
[Subsection 244(1)]

To: Uppal Farms & Greenhouses Ltd., Bhalvinder Kaur Thandi and Jagrajbir Kaur Uppal
(collectively, the "insolvent person")

Take notice that:

1. The Toronto-Dominion Bank, a secured creditor, intends to enforce its security on the insolvent person's property described below:

All real and personal property interests of the insolvent person charged in favour of The Toronto-Dominion Bank

2. The security that is to be enforced is the following:

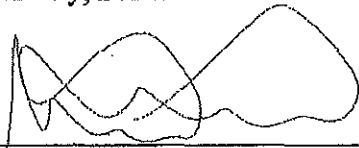
The mortgages, assignment of rents, general security agreements, and all other security granted by the insolvent person to The Toronto-Dominion Bank

3. The total amount of the indebtedness secured by the security is:

\$12,750,430.22 as of July 8, 2024 plus interest and fees accrued and costs incurred thereafter

4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Vancouver, British Columbia this 8th day of July, 2024.



Solicitor for The Toronto-Dominion Bank,
Scott H. Stephens

Name and Address of Solicitor for The Toronto-Dominion Bank:

Scott H. Stephens, Owen Bird Law Corporation, Vancouver Centre II, 2900 - 733 Seymour Street, Vancouver, BC, V6B 0S6, Tel.: 604-691-7521.

ACKNOWLEDGEMENT, CONSENT AND WAIVER

THE UNDERSIGNED HEREBY:

1. Acknowledges receipt of the above Form 86 Notice;
2. Waives the ten day period of notice required under Section 244 of the *Bankruptcy and Insolvency Act*;
3. Waives all notice and cure provisions contained in the security referred to in the above Form 86 Notice; and
4. Consents to the immediate enforcement by The Toronto-Dominion Bank of the security referred to in the above Form 86 Notice.

Executed by Bhalvinder Kaur Thandi on the ___ day of _____, 2024: Executed by Jagrajbir Kaur Uppal on the ___ day of _____, 2024:

Executed by Uppal Farms & Greenhouses Ltd. on the ___ day of _____, 2024 by its authorized signatory:

Print name:
Title:



Agriculture and
Agri-Food Canada
Farm Debt
Mediation Service

Agriculture et
Agroalimentaire Canada
Service de médiation en
matière d'endettement agricole

PROTECTED B
when completed

NOTICE OF INTENT BY SECURED CREDITOR

As required under Section 21 of the *Farm Debt Mediation Act*, you are hereby notified that it is the intent of:

Name of creditor

The Toronto-Dominion Bank

To enforce a remedy against the property of, or commence a proceeding, action, execution or other proceeding, judicial or extra-judicial, for the recovery of a debt, the realization of the security or the taking of the property of:

Full name of farmer or business name

Uppal Farms & Greenhouses Ltd., Bhalvinder Kaur Thandi and Jagrajbir Kaur Uppal

Farmer's address

Unit/Suite/Apt.	Street Number	Number Suffix	Street Name	Street Type
	34050		Hallert	Road
Street direction	PO Box or Route Number	Municipality (City, Town, etc.)	Province	Postal code
		Abbotsford		V3G 1P9

The security being (type(s) of security)	on (asset(s))
Mortgages and Assignment of Rents	Real Property
General Security Agreements	Personal Property

Dated this 8th day of July, 2024 at Vancouver, BC

Scott H. Stephens (counsel)

Name of secured creditor or authorized representative (print)

Signature of secured creditor or authorized representative

604-691-7521

Creditor's phone number and ext.

604-632-4447

Creditor's fax number

sstephens@owenbird.com

Email address of secured creditor or authorized representative

You are hereby notified of your right to make application under Section 5 of the *Farm Debt Mediation Act* for a review of your financial affairs, mediation with your creditors, and to obtain a stay of proceedings against this action. Provided you are:

- currently engaged in farming for commercial purposes; and
- insolvent, meaning that you are:
 - unable to meet your obligations as they generally become due; or
 - have ceased paying your current obligations in the ordinary course of business as they generally become due; or
 - the aggregate of your property is not, at fair valuation, sufficient, or if disposed of at a fairly conducted sale under legal process would not be sufficient, to enable payment of all your obligations, due and accruing due.

A secured creditor must wait 15 business days after this notice has been deemed served before beginning action to realize on their security. You may apply for mediation and a stay of proceedings at any time, before, during, or after the 15 business day period, by making an application to the Farm Debt Mediation Service.

The Farm Debt Mediation Service provides qualified farm financial counsellors to conduct a financial review and to prepare a recovery plan for your mediation meeting. Qualified mediators are provided to help you and your creditors reach a mutually satisfactory arrangement. Application forms and more information about the service can be obtained from:

Farm Debt Mediation Service

<https://agriculture.canada.ca/en/agricultural-programs-and-services/farm-debt-mediation-service>

The information you provide on this document is collected by Agriculture and Agri-Food Canada under the authority of the *Farm Debt Mediation Act* for the purpose of facilitating financial arrangements between farmers and their creditors. Personal information will be protected under the provisions of the *Privacy Act* and will be stored in Personal Information Bank AAFC-PPU-227. Information may be accessible or protected as required under the provisions of the *Access to Information Act*.

Eastern Canada Office

Tel: 1-866-452-5556

Email: aafo.fdmseast-smmeaest.aac@agr.gc.ca

Fax: 1-506-452-4975

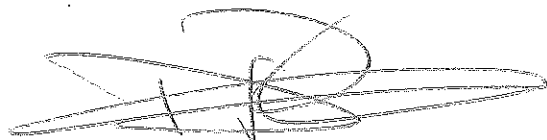
Western Canada Office

Tel: 1-866-452-5556

Email: aafo.fdmseast-smmeaest.aac@agr.gc.ca

Fax: 1-306-780-7353

This is Exhibit "S" referred to in the affidavit of K. Hotel sworn before me at Calgary this 25 day of October 2024.

A handwritten signature in black ink, appearing to be 'Derek Pontin', written over a horizontal line.

A Commissioner for taking Affidavits within Alberta

Derek Pontin
Barrister and Solicitor

Alan A. Frydenlund, KC**
 James L. Carpick*
 Patrick J. Haberl*
 Heather E. Macdonachie
 Michael F. Robson*
 Geoffrey M. Bowman*
 George J. Roper*
 Katharina R. Spitzl*
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 Brian Y. K. Cheng**
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 Sean Ryan Mak

OWEN BIRD

LAW CORPORATION

Josephine M. Nadel, KC, Associate Counsel*
 Duncan J. Manson, Associate Counsel*
 Jeffrey B. Lightfoot, Associate Counsel*
 Kallin Smiley, Associate Counsel*
 Andrew J. Slainer, Associate Counsel* **
 Kimberley J. Santerre, Associate Counsel*
 Hon. Walter S. Owen, QC, QC, LL.D. (1981)
 John I. Bird, QC (2005)

* Law Corporation
 ** Also of the Alberta Bar
 *** Also of the Ontario Bar
 **** Also of the NWT Bar
 * Also of the Yukon Bar
 ** Also of the Washington Bar

Vancouver Centre II
 2900-733 Seymour Street
 PO Box 1
 Vancouver, BC V6B 0S6
 Canada

Telephone 604 688-0401

Fax 604 688-2827

Website www.owenbird.com

Direct Line: 604 691-7521

Direct Fax: 604 632-4447

E-mail: sstephens@owenbird.com

Our File: 34172-0054

July 8, 2024

VIA REGISTERED AND REGULAR MAIL

Uppal Farms & Greenhouses Ltd.
 c/o 34050 Hallert Road
 Abbotsford, BC V3G 1P9

Dear Sirs/Mesdames:

Re: Debts Due to The Toronto-Dominion Bank

We are counsel to The Toronto-Dominion Bank ("TD Bank"). TD Bank has exercised its right to demand payment of the indebtedness of Bhalvinder Kaur Thandi and Jagrajbir Kaur Uppal and, accordingly, the indebtedness is now due and payable. The amount due is the sum of \$1,365,482.31 as of July 8, 2024. Interest, fees and costs continue to accrue.

Demand is hereby made under your guarantee for immediate payment to our offices by way of certified cheque or bank draft payable to "Owen Bird Law Corporation, In Trust" for the amount due thereunder. Unless we are in receipt of the sum of \$1,365,482.31 as of July 8, 2024 plus accrued interest, fees and costs to and including the date funds are received in our offices on or before noon, August 9, 2024, our client may instruct us to commence proceedings against you forthwith thereafter without further notice to recover the full amount owing under your guarantee. Please note that funds received after noon shall be regarded as funds received on the next business day and therefore must include interest and fees to and including the next business day.

Yours truly,

OWEN BIRD LAW CORPORATION

Scott H. Stephens

SHS/lg

Encl. Demand letter to borrowers, Notice of Intention to Enforce Security and Notice of Intent by Secured Creditor

cc: client



INTERLAW MEMBER OF INTERLAW, AN INTERNATIONAL ASSOCIATION
 OF INDEPENDENT LAW FIRMS IN MAJOR WORLD CENTRES

Alan A Prydenlund, KC*
James L Corpick*
Patrick J Haberl*
Heather B Macconachie
Michael F Robson*
Geoffrey M Bowman*
George J Roper*
Katharina R Spatzl*
Nikita Shrivastava*
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Sean Ryan Mak

OWEN BIRD

LAW CORPORATION

Vancouver Centre II
2900-733 Seymour Street
PO Box 1
Vancouver, BC V6B 0S6
Canada

Telephone 604 688-0401
Fax 604 688-2827
Website www.owenbird.com
Direct Line: 604 691-7521
Direct Fax: 604 632-4447
E-mail: sstephens@owenbird.com
Our File: 34172-0054

* Law Corporation
** Also of the Alberta Bar
*** Also of the Ontario Bar
* Also of the NWT Bar
* Also of the Yukon Bar
** Also of the Washington Bar

July 8, 2024

VIA REGISTERED AND REGULAR MAIL

Uppal Farms & Greenhouses Ltd.
c/o 34050 Hallert Road
Abbotsford, BC V3G 1P9

Bhalvinder Kaur Thandi and Jagrajbir Kaur Uppal
c/o 221 Defehr Road
Abbotsford, BC V4X 2J7

c/o 387 Defehr Road
Abbotsford, BC V4X 2J7

Dear Sirs/Mesdames:

Re: Debts Due to The Toronto-Dominion Bank

We are counsel to The Toronto-Dominion Bank ("TD Bank"). We are informed that Uppal Farms & Greenhouses Ltd., Bhalvinder Kaur Thandi and Jagrajbir Kaur Uppal are in default of their obligations to TD Bank, including by reason of failure to maintain the operating loan within limit, to maintain the requisite Debt Service Coverage ratio, to provide required reporting on time or at all, to pay property taxes on time or at all, to obtain TD Bank's consent prior to the registration of subordinate charges against title to the mortgaged properties, to provide bi-weekly updates from the realtor with regards to the listing of 34211 Hallert Road, Abbotsford and to obtain TD Bank's consent prior to an extension of the listing agreement for the aforesaid property. TD Bank hereby exercises its right to demand repayment of the indebtedness. We are informed that the following sets out the indebtedness as of July 8, 2024:

Borrower	Facility/Secured Item	Outstanding Balance	Per Diem Interest
Uppal Farms	Operating Loan	\$1,520,912.23	Fluctuates
Uppal Farms	Long Term Farm Loan	\$4,878,716.52	\$1,246.31
Uppal Farms	Long Term Farm Loan	\$735,552.50	\$186.97



INTERLAW MEMBER OF INTERLAW, AN INTERNATIONAL ASSOCIATION OF INDEPENDENT LAW FIRMS IN MAJOR WORLD CENTRES

July 8, 2024
Page 2

OWEN BIRD
LAW CORPORATION

Uppal Farms	Long Term Farm Loan	\$107,425.73	\$7.24
Bhalvinder and Jagrajbir	Long Term Farm Loan	\$1,365,482.31	\$346.93
Uppal Farms	Agriculture Term Loan	\$221,164.85	\$34.23
Uppal Farms	Agriculture Term Loan	\$3,912,676.08	\$600.66
	Administrative Fee	\$1,000	N/A
	Legal Costs	\$7,500	N/A
	TOTAL	\$12,750,430.22	

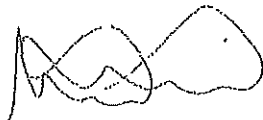
Demand is hereby made for the immediate payment to our offices by way of certified cheque or bank draft payable to "Owen Bird Law Corporation, In Trust," in the total combined sum of \$12,750,430.22 as of July 8, 2024 plus accrued interest, fees and costs to and including the date funds are received in our offices (note that, due to fluctuation on the operating line, you will need to contact my office for updated payout information on the date of remittance). Any payment less than the full amount outstanding may be accepted by TD Bank, but such payments shall not vitiate this demand for full payment and TD Bank reserves its right to take whatever steps it deems appropriate to recover the full amount owed notwithstanding such payments.

Unless we are in receipt of the sum of \$12,750,430.22 as of July 8, 2024 plus interest, fees and costs accrued to and including the date funds are received in our offices on or before noon, August 9, 2024, our client may instruct us to commence proceedings against you forthwith thereafter without further notice to recover the full amounts owing plus costs. Please note that funds received after noon shall be regarded as funds received on the next business day and therefore must include interest and fees to and including the next business day.

Enclosed is a copy of our client's Notice of Intention to Enforce Security served upon you pursuant to s. 244 of the *Bankruptcy and Insolvency Act*. Also enclosed is a Notice of Intent by Secured Creditor under s. 21 of the *Farm Debt Mediation Act*.

Yours truly,

OWEN BIRD LAW CORPORATION



Scott H. Stephens
SHS/lg

Encls: Notice of Intention to Enforce Security and Notice of Intent by Secured Creditor
cc: client
cc: guarantors
cc: FDMS Administrator (aafc.fdmwest-smmeaouest.aac@agr.gc.ca)

FORM 86

Notice of Intention to Enforce Security
[Subsection 244(1)]

To: Uppal Farms & Greenhouses Ltd., Bhalvinder Kaur Thandi and Jagrajbir Kaur Uppal
(collectively, the "insolvent person")

Take notice that:

1. The Toronto-Dominion Bank, a secured creditor, intends to enforce its security on the insolvent person's property described below:

All real and personal property interests of the insolvent person charged in favour of The Toronto-Dominion Bank

2. The security that is to be enforced is the following:

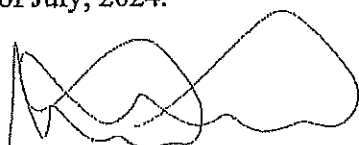
The mortgages, assignment of rents, general security agreements, and all other security granted by the insolvent person to The Toronto-Dominion Bank

3. The total amount of the indebtedness secured by the security is:

\$12,750,430.22 as of July 8, 2024 plus interest and fees accrued and costs incurred thereafter

4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Vancouver, British Columbia this 8th day of July, 2024.



Solicitor for The Toronto-Dominion Bank,
Scott H. Stephens

Name and Address of Solicitor for The Toronto-Dominion Bank:

Scott H. Stephens, Owen Bird Law Corporation, Vancouver Centre II, 2900 - 733 Seymour Street, Vancouver, BC, V6B 0S6, Tel.: 604-691-7521.

ACKNOWLEDGEMENT, CONSENT AND WAIVER

THE UNDERSIGNED HEREBY:

1. Acknowledges receipt of the above Form 86 Notice;
2. Waives the ten day period of notice required under Section 244 of the *Bankruptcy and Insolvency Act*;
3. Waives all notice and cure provisions contained in the security referred to in the above Form 86 Notice; and
4. Consents to the immediate enforcement by The Toronto-Dominion Bank of the security referred to in the above Form 86 Notice.

Executed by Bhalvinder Kaur Thandi on the ___ day of _____, 2024; Executed by Jagrajbir Kaur Uppal on the ___ day of _____, 2024;

Executed by Uppal Farms & Greenhouses Ltd. on
the ___ day of _____, 2024 by its authorized
signatory:

Print name:

Title:



Agriculture and
Agri-Food Canada
Farm Debt
Mediation Service

Agriculture et
Agroalimentaire Canada
Service de médiation en
matière d'endettement agricole

PROTECTED B
when completed

NOTICE OF INTENT BY SECURED CREDITOR

As required under Section 21 of the *Farm Debt Mediation Act*, you are hereby notified that it is the intent of:

Name of creditor

The Toronto-Dominion Bank

To enforce a remedy against the property of, or commence a proceeding, action, execution or other proceeding, judicial or extra-judicial, for the recovery of a debt, the realization of the security or the taking of the property of:

Full name of farmer or business name

Uppal Farms & Greenhouses Ltd., Bhavinder Kaur Thandi and Jagrajbir Kaur Uppal

Farmer's address

Unit/Suite/Apt.	Street Number 34050	Number Suffix	Street Name Haller	Street Type Road
Street direction	PO Box or Route Number	Municipality (City, Town, etc.) Abbotsford	Province	Postal code V3G 1P9

The security being (type(s) of security)	on (asset(s))
Mortgages and Assignment of Rents	Real Property
General Security Agreements	Personal Property

Dated this 8th day of July, 2024 at Vancouver, BC

Scott H. Stephens (counsel)

Name of secured creditor or authorized representative (print)

Signature of secured creditor or authorized representative

604-691-7521

Creditor's phone number and ext.

604-632-4447

Creditor's fax number

sstephens@owenbird.com

Email address of secured creditor or authorized representative

You are hereby notified of your right to make application under Section 5 of the *Farm Debt Mediation Act* for a review of your financial affairs, mediation with your creditors, and to obtain a stay of proceedings against this action. Provided you are:

- currently engaged in farming for commercial purposes; and
- insolvent, meaning that you are:
 - unable to meet your obligations as they generally become due; or
 - have ceased paying your current obligations in the ordinary course of business as they generally become due; or
 - the aggregate of your property is not, at fair valuation, sufficient, or if disposed of at a fairly conducted sale under legal process would not be sufficient, to enable payment of all your obligations, due and accruing due.

A secured creditor must wait 15 business days after this notice has been deemed served before beginning action to realize on their security. You may apply for mediation and a stay of proceedings at any time, before, during, or after the 15 business day period, by making an application to the Farm Debt Mediation Service.

The Farm Debt Mediation Service provides qualified farm financial counsellors to conduct a financial review and to prepare a recovery plan for your mediation meeting. Qualified mediators are provided to help you and your creditors reach a mutually satisfactory arrangement. Application forms and more information about the service can be obtained from:

Farm Debt Mediation Service

<https://agriculture.canada.ca/en/agricultural-programs-and-services/farm-debt-mediation-service>

The information you provide on this document is collected by Agriculture and Agri-Food Canada under the authority of the *Farm Debt Mediation Act* for the purpose of facilitating financial arrangements between farmers and their creditors. Personal information will be protected under the provisions of the *Privacy Act* and will be stored in Personal Information Bank AAFC-PPU-227. Information may be accessible or protected as required under the provisions of the *Access to Information Act*.

Eastern Canada Office

Tel: 1-866-452-5556

Email: aafo.fdmseast-smmeaest.aac@agr.gc.ca

Fax: 1-506-452-4976

Western Canada Office

Tel: 1-866-452-5556

Email: aafo.fdmwest-smmeaouest.aac@agr.gc.ca

Fax: 1-306-780-7353

This is Exhibit "T" referred to in the affidavit of K. Hotel sworn before me at Calgary this 25 day of October 2024.

A handwritten signature in black ink, appearing to be 'Derek Pontin', written over a horizontal line.

A Commissioner for taking Affidavits within Alberta

Derek Pontin
Barrister and Solicitor

Alan A. Frydenlund, KC*
 James L. Carplek*
 Patrick J. Haberl*
 Heather B. Maconachie
 Michael F. Robson*
 Geoffrey M. Bowman**
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 Sean Ryan Mak

OWEN BIRD LAW CORPORATION

Vancouver Centre II
 2900-733 Seymour Street
 PO Box 1
 Vancouver, BC V6B 0S6
 Canada

Telephone 604 688-0401
 Fax 604 688-2827
 Website www.owenbird.com

Direct Line: 604 691-7521
 Direct Fax: 604 632-4447
 E-mail: sstephens@owenbird.com
 Our File: 34172-0054

July 8, 2024

VIA REGISTERED AND REGULAR MAIL

See Schedule "A"

Dear Sirs/Mesdames:

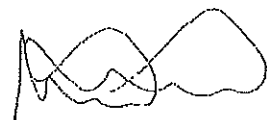
Re: Debts Due to The Toronto-Dominion Bank

We are counsel to The Toronto-Dominion Bank ("TD Bank"). TD Bank has exercised its right to demand payment of the indebtedness of Uppal Farms & Greenhouses Ltd. ("Uppal Farms") and, accordingly, the indebtedness is now due and payable. The amount due from Uppal Farms (inclusive of the indebtedness owed under its guarantee) is the sum of \$12,750,430.22 as of July 8, 2024. Interest, fees and costs continue to accrue.

Demand is hereby made under your guarantee for immediate payment to our offices by way of certified cheque or bank draft payable to "Owen Bird Law Corporation, In Trust" for the amount due thereunder. Unless we are in receipt of the sum of \$12,750,430.22 as of July 8, 2024 plus accrued interest, fees and costs to and including the date funds are received in our offices on or before noon, August 9, 2024, our client may instruct us to commence proceedings against you forthwith thereafter without further notice to recover the full amount owing under your guarantee. Please note that funds received after noon shall be regarded as funds received on the next business day and therefore must include interest and fees to and including the next business day.

Yours truly,

OWEN BIRD LAW CORPORATION



Scott H. Stephens

SHS/lg

Encl. Demand letter to borrower, Notice of Intention to Enforce Security and Notice of Intent by Secured Creditor
 cc: client



July 8, 2024
Page 2

SCHEDULE "A"

**Bhalvinder Kaur Thandi and Jagrajbir
Kaur Uppal**
c/o 221 Defehr Road
Abbotsford, BC V4X 2J7

c/o 34050 Hallert Rd
Abbotsford, BC

Gurminder Singh Uppal
c/o 387 Defehr Road
Abbotsford, BC V4X 2J7

c/o 34050 Hallert Rd
Abbotsford, BC

Pawanbir Singh Uppal
c/o 387 Defehr Road
Abbotsford, BC V4X 2J7

c/o 31666 Charlotte Ave
Abbotsford, BC

Alan A. Brydenlund, KC*
James L. Carpick
Patrick J. Haber*
Hendler B. Maconachie
Michael F. Robson*
Geoffrey M. Bowman*
George J. Roper*
Katharina R. Spolitz*
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Brett J. Maerz
Sean Ryan Mak

OWEN BIRD

LAW CORPORATION

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Duncan J. Manson, Associate Counsel*
Jeffrey B. Lightfoot, Associate Counsel*
Kaitlin Smiley, Associate Counsel*
Andrew J. Stainer, Associate Counsel**
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* Law Corporation
** Also of the Alberta Bar
** Also of the Ontario Bar
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Canada

Telephone 604 688-0401
Fax 604 688-2827
Website www.owenbird.com
Direct Line: 604 691-7521
Direct Fax: 604 632-4447
E-mail: sstephens@owenbird.com
Our File: 34172-0054

July 8, 2024

VIA REGISTERED AND REGULAR MAIL

Uppal Farms & Greenhouses Ltd.
c/o 34050 Hallert Road
Abbotsford, BC V3G 1P9

Bhalvinder Kaur Thandi and Jagrajbir Kaur Uppal
c/o 221 Defehr Road
Abbotsford, BC V4X 2J7

c/o 387 Defehr Road
Abbotsford, BC V4X 2J7

Dear Sirs/Mesdames:

Re: Debts Due to The Toronto-Dominion Bank

We are counsel to The Toronto-Dominion Bank ("TD Bank"). We are informed that Uppal Farms & Greenhouses Ltd., Bhalvinder Kaur Thandi and Jagrajbir Kaur Uppal are in default of their obligations to TD Bank, including by reason of failure to maintain the operating loan within limit, to maintain the requisite Debt Service Coverage ratio, to provide required reporting on time or at all, to pay property taxes on time or at all, to obtain TD Bank's consent prior to the registration of subordinate charges against title to the mortgaged properties, to provide bi-weekly updates from the realtor with regards to the listing of 34211 Hallert Road, Abbotsford and to obtain TD Bank's consent prior to an extension of the listing agreement for the aforesaid property. TD Bank hereby exercises its right to demand repayment of the indebtedness. We are informed that the following sets out the indebtedness as of July 8, 2024:

Borrower	Facility/Secured Item	Outstanding Balance	Per Diem Interest
Uppal Farms	Operating Loan	\$1,520,912.23	Fluctuates
Uppal Farms	Long Term Farm Loan	\$4,878,716.52	\$1,246.31
Uppal Farms	Long Term Farm Loan	\$735,552.50	\$186.97



July 8, 2024
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OWEN BIRD
LAW CORPORATION

Uppal Farms	Long Term Farm Loan	\$107,425.73	\$7.24
Bhalvinder and Jagrajbir	Long Term Farm Loan	\$1,365,482.31	\$346.93
Uppal Farms	Agriculture Term Loan	\$221,164.85	\$34.23
Uppal Farms	Agriculture Term Loan	\$3,912,676.08	\$600.66
	Administrative Fee	\$1,000	N/A
	Legal Costs	\$7,500	N/A
	TOTAL	\$12,750,430.22	

Demand is hereby made for the immediate payment to our offices by way of certified cheque or bank draft payable to "Owen Bird Law Corporation, In Trust," in the total combined sum of \$12,750,430.22 as of July 8, 2024 plus accrued interest, fees and costs to and including the date funds are received in our offices (note that, due to fluctuation on the operating line, you will need to contact my office for updated payout information on the date of remittance). Any payment less than the full amount outstanding may be accepted by TD Bank, but such payments shall not vitiate this demand for full payment and TD Bank reserves its right to take whatever steps it deems appropriate to recover the full amount owed notwithstanding such payments.

Unless we are in receipt of the sum of \$12,750,430.22 as of July 8, 2024 plus interest, fees and costs accrued to and including the date funds are received in our offices on or before noon, August 9, 2024, our client may instruct us to commence proceedings against you forthwith thereafter without further notice to recover the full amounts owing plus costs. Please note that funds received after noon shall be regarded as funds received on the next business day and therefore must include interest and fees to and including the next business day.

Enclosed is a copy of our client's Notice of Intention to Enforce Security served upon you pursuant to s. 244 of the *Bankruptcy and Insolvency Act*. Also enclosed is a Notice of Intent by Secured Creditor under s. 21 of the *Farm Debt Mediation Act*.

Yours truly,

OWEN BIRD LAW CORPORATION



Scott H. Stephens
SHS/lg

Encls: Notice of Intention to Enforce Security and Notice of Intent by Secured Creditor
cc: client
cc: guarantors
cc: FDMS Administrator (aafc.fdmswest-smmeaouest.aac@agr.gc.ca)

FORM 86

Notice of Intention to Enforce Security
[Subsection 244(1)]

To: Uppal Farms & Greenhouses Ltd., Bhalvinder Kaur Thandi and Jagrajbir Kaur Uppal
(collectively, the "insolvent person")

Take notice that:

1. The Toronto-Dominion Bank, a secured creditor, intends to enforce its security on the insolvent person's property described below:

All real and personal property interests of the insolvent person charged in favour of The Toronto-Dominion Bank

2. The security that is to be enforced is the following:


The mortgages, assignment of rents, general security agreements, and all other security granted by the insolvent person to The Toronto-Dominion Bank

3. The total amount of the indebtedness secured by the security is:

\$12,750,430.22 as of July 8, 2024 plus interest and fees accrued and costs incurred thereafter

4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Vancouver, British Columbia this 8th day of July, 2024.



Solicitor for The Toronto-Dominion Bank,
Scott H. Stephens

Name and Address of Solicitor for The Toronto-Dominion Bank:

Scott H. Stephens, Owen Bird Law Corporation, Vancouver Centre II, 2900 - 733 Seymour Street, Vancouver, BC, V6B 0S6, Tel.: 604-691-7521.

ACKNOWLEDGEMENT, CONSENT AND WAIVER

THE UNDERSIGNED HEREBY:

1. Acknowledges receipt of the above Form 86 Notice;
2. Waives the ten day period of notice required under Section 244 of the *Bankruptcy and Insolvency Act*;
3. Waives all notice and cure provisions contained in the security referred to in the above Form 86 Notice; and
4. Consents to the immediate enforcement by The Toronto-Dominion Bank of the security referred to in the above Form 86 Notice.

Executed by Bhalvinder Kaur Thandi on the ___ day of _____, 2024: Executed by Jagrajbir Kaur Uppal on the ___ day of _____, 2024:

Executed by Uppal Farms & Greenhouses Ltd. on the ___ day of _____, 2024 by its authorized signatory:

Print name:
Title:



Agriculture and
Agri-Food Canada
Farm Debt
Mediation Service

Agriculture et
Agroalimentaire Canada
Service de médiation en
matière d'endettement agricole

PROTECTED B
when completed

NOTICE OF INTENT BY SECURED CREDITOR

As required under Section 21 of the *Farm Debt Mediation Act*, you are hereby notified that it is the intent of:

Name of creditor

The Toronto-Dominion Bank

To enforce a remedy against the property of; or commence a proceeding, action, execution or other proceeding, judicial or extra-judicial, for the recovery of a debt, the realization of the security or the taking of the property of;

Full name of farmer or business name

Uppal Farms & Greenhouses Ltd., Bhalvinder Kaur Thandi and Jagrajbir Kaur Uppal

Farmer's address

Unit/Suite/Apt.	Street Number	Number Suffix	Street Name	Street Type
	34050		Hallert	Road
Street direction	PO Box or Route Number	Municipality (City, Town, etc.)	Province	Postal code
		Abbotsford		V3G 1P9
The security being (type(s) of security)			on (asset(s))	
Mortgages and Assignment of Rents			Real Property	
General Security Agreements			Personal Property	

Dated this 8th day of July, 2024 at Vancouver, BC

Scott H. Stephens (counsel)

Name of secured creditor or authorized representative (print)

Signature of secured creditor or authorized representative

604-691-7521

Creditor's phone number and ext.

604-632-4447

Creditor's fax number

sstephens@owenbird.com

Email address of secured creditor or authorized representative

You are hereby notified of your right to make application under Section 5 of the *Farm Debt Mediation Act* for a review of your financial affairs, mediation with your creditors, and to obtain a stay of proceedings against this action. Provided you are:

- currently engaged in farming for commercial purposes; and
- insolvent, meaning that you are:
 - unable to meet your obligations as they generally become due; or
 - have ceased paying your current obligations in the ordinary course of business as they generally become due; or
 - the aggregate of your property is not, at fair valuation, sufficient, or if disposed of at a fairly conducted sale under legal process would not be sufficient, to enable payment of all your obligations, due and accruing due.

A secured creditor must wait 15 business days after this notice has been deemed served before beginning action to realize on their security. You may apply for mediation and a stay of proceedings at any time, before, during, or after the 15 business day period, by making an application to the Farm Debt Mediation Service.

The Farm Debt Mediation Service provides qualified farm financial counsellors to conduct a financial review and to prepare a recovery plan for your mediation meeting. Qualified mediators are provided to help you and your creditors reach a mutually satisfactory arrangement. Application forms and more information about the service can be obtained from:

Farm Debt Mediation Service

<https://agriculture.canada.ca/en/agricultural-programs-and-services/farm-debt-mediation-service>

The information you provide on this document is collected by Agriculture and Agri-Food Canada under the authority of the *Farm Debt Mediation Act* for the purpose of facilitating financial arrangements between farmers and their creditors. Personal information will be protected under the provisions of the *Privacy Act* and will be stored in Personal Information Bank AAFPC-PPU-227. Information may be accessible or protected as required under the provisions of the *Access to Information Act*.

Eastern Canada Office

Tel: 1-866-452-5556

Email: aafo.fdmseast-smmeaest.aac@agr.gc.ca

Fax: 1-506-452-4975

Western Canada Office

Tel: 1-866-452-5556

Email: aafo.fdmwest-smmeaquest.aac@agr.gc.ca

Fax: 1-306-780-7353

This is Exhibit "U" referred to in the affidavit of K. Hotel sworn before me at Calgary this 25 day of October 2024.

A handwritten signature in black ink, appearing to be 'Derek Pontin', written over a horizontal line.

A Commissioner for taking Affidavits within Alberta

Derek Pontin
Barrister and Solicitor

FORBEARANCE AGREEMENT

THIS FORBEARANCE AGREEMENT is dated for reference as of August 12, 2024

AMONG:

THE TORONTO DOMINION BANK, having a Financial Restructuring Group office at 421-7th Avenue S.W., 10th Floor, Calgary, Alberta, T2P 4K9

(the "Lender")

AND:

UPPAL FARMS & GREENHOUSES LTD., a BC company having a registered and records office at 34050 Hallert Rd, Abbotsford, BC V3G 1P9

(the "Uppal Farms")

AND:

BHALVINDER KAUR THANDI, a businessperson having a last known mailing address at 34050 Hallert Rd, Abbotsford, BC V3G 1P9

("Bhalvinder")

AND:

JAGRAJBIR KAUR UPPAL, a businessperson having a last known mailing address at 34050 Hallert Rd, Abbotsford, BC V3G 1P9

("Jagrajbir")

AND:

GURMINDER SINGH UPPAL, a businessperson having a last known mailing address at 34050 Hallert Rd, Abbotsford, BC V3G 1P9

("Gurminder")

AND:

PAWANBIR SINGH UPPAL, a businessperson having a last known mailing address at 31666 Charlotte Ave, Abbotsford, BC V2T 3Z9

("Pawanbir")

(Uppal Farms, Bhalvinder, Jagrajbir, Gurminder and Pawanbir, collectively, the "Debtors")

WHEREAS:

A. Under the terms of a letter agreement dated March 28, 2024 (the "Letter Agreement"), Uppal Farms, Bhalvinder and Jagrajbir, as borrowers and cross-guarantors, and Gurminder and Pawanbir, as guarantors, agreed to repay to the Lender amounts advanced under certain credit facilities (collectively, the "Facilities"), of which the following respective sums:

- i) Operating Loan ("LOC"): \$1,309,909.81;
- ii) Long Term Farm Loan: \$4,925,378.21;
- iii) Long Term Farm Loan: \$742,553.63;

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- iv) Long Term Farm Loan: \$107,700.69;
- v) Long Term Farm Loan: \$1,378,472.80;
- vi) Agricultural Term Loan: \$222,465.44; and
- vii) Agricultural Term Loan: \$3,917,501.06,

exclusive of fees, costs, expenses, protective disbursements, the Administration Fee (as defined below) and the Professional Fee (as defined below), remain outstanding and fully due and payable by the Debtors to the Lender as of August 15, 2024 with interest accruing thereafter at the rates stipulated in the Letter Agreement (collectively, the "Interest Rates");

B. The obligations of the Debtors under the Letter Agreement are secured and supplemented by, *inter alia*, the following:

- i) a mortgage and assignment of rents dated November 29, 2022, executed by Uppal Farms and registered in the Land Title Office on December 6, 2022 under nos. CB374038 and CB374039 against lands and premises legally described as follows:

PID: 006-892-230

LOT 5 SECTION 3 TOWNSHIP 17 NEW WESTMINSTER DISTRICT PLAN 649A

(the "Uppal Farms Lands") in favour of the Lender in priority to the interests therein or claims thereto of the Debtors and their respective heirs, executors, administrators, successors and assigns, and any persons claiming by, through or under them;

- ii) a mortgage and assignment of rents dated June 1, 2021, executed by Bhalvinder and Jagrajbir and registered in the Land Title Office on June 4, 2021 under nos. CA9070772 and CA9070773 against lands and premises legally described as follows:

PID: 006-892-621

PARCEL "B" (J147113E) LOT 10 SECTION 3 TOWNSHIP 17 NEW WESTMINSTER DISTRICT PLAN 649A

(the "Bhalvinder and Jagrajbir Lands" and, together with the Uppal Farms Lands, the "Lands") in favour of the Lender in priority to the interests therein or claims thereto of the Debtors and their respective heirs, executors, administrators, successors and assigns, and any persons claiming by, through or under them;

- iii) a general assignment of rents and leases dated November 29, 2022, executed by Uppal Farms, as assignor, and the Lender, as Assignee, pursuant to which Uppal Farms assigned to the Lender and granted the Lender a security interest in all leases and rents in respect of the Uppal Farms Lands;
- iv) a general assignment of rents and leases dated June 1, 2021, executed by Bhalvinder and Jagrajbir, as assignors, and the Lender, as Assignee, pursuant to which Bhalvinder and Jagrajbir assigned to the Lender and granted the Lender a security interest in all leases and rents in respect of the Bhalvinder and Jagrajbir Lands;

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- v) a general security agreement dated June 1, 2021, made between Uppal Farms, as debtor, and the Lender, as the secured party, and registered in the Personal Property Registry on June 3, 2021 under Base Registration Number 015735N, pursuant to which Uppal Farms granted the Lender a security interest securing payment and satisfaction of, *inter alia*, any and all obligations, indebtedness and liability of Uppal Farms to the Lender and charging all of Uppal Farms' present and after acquired personal property, assets and undertakings, including chattel paper and documents of title, books and records, accounts and book debts, intangibles, crops, monies, proceeds, securities, instruments, equipment and inventory to the Lender in priority to the interests therein or claims thereto of the Debtors and their heirs, executors, administrators, successors and assigns, and any persons claiming by, through or under them;
- vi) a general security agreement dated June 10, 2024, made between Uppal Farms, as debtor, and the Lender, as the secured party, and registered in the Personal Property Registry on August 12, 2024 under Base Registration Number 565502Q, pursuant to which Uppal Farms granted the Lender a security interest securing payment and satisfaction of, *inter alia*, any and all obligations, indebtedness and liability of Uppal Farms to the Lender and charging all of Uppal Farms' present and after acquired personal property, assets and undertakings, including chattel paper and documents of title, books and records, accounts and book debts, intangibles, crops, monies, proceeds, securities, instruments, equipment and inventory to the Lender in priority to the interests therein or claims thereto of the Debtors and their heirs, executors, administrators, successors and assigns; and any persons claiming by, through or under them;
- vii) a general security agreement dated June 1, 2021, made between Bhalvinder, as debtor, and the Lender, as the secured party, and registered in the Personal Property Registry on June 3, 2021 under Base Registration Number 015830N, pursuant to which Bhalvinder granted the Lender a security interest securing payment and satisfaction of, *inter alia*, any and all obligations, indebtedness and liability of Bhalvinder to the Lender and charging all of Bhalvinder's present and after acquired personal property, assets and undertakings, including chattel paper and documents of title, books and records, accounts and book debts, intangibles, crops, monies, proceeds, securities, instruments, equipment and inventory to the Lender in priority to the interests therein or claims thereto of the Debtors and their heirs, executors, administrators, successors and assigns, and any persons claiming by, through or under them;
- viii) a general security agreement dated June 1, 2021, made between Jagrajbir, as debtor, and the Lender, as the secured party, and registered in the Personal Property Registry on June 3, 2021 under Base Registration Number 015808N, pursuant to which Jagrajbir granted the Lender a security interest securing payment and satisfaction of, *inter alia*, any and all obligations, indebtedness and liability of Jagrajbir to the Lender and charging all of Jagrajbir's present and after acquired personal property, assets and undertakings, including chattel paper and documents of title, books and records, accounts and book debts, intangibles, crops, monies, proceeds, securities, instruments, equipment and inventory to the Lender in priority to the interests therein or claims thereto of the Debtors and their heirs, executors, administrators, successors and assigns, and any persons claiming by, through or under them;

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- ix) a guarantee dated June 1, 2021 pursuant to which Uppal Farms unconditionally guaranteed payment of, *inter alia*, all debts and liabilities, direct and indirect, absolute and contingent, of Bhalvinder and Jagrajbir, to the Lender;
- x) a guarantee dated June 1, 2021 pursuant to which Bhalvinder unconditionally guaranteed payment of, *inter alia*, all debts and liabilities, direct and indirect, absolute and contingent, of Uppal Farms, to the Lender;
- xi) a guarantee dated June 1, 2021 pursuant to which Jagrajbir unconditionally guaranteed payment of, *inter alia*, all debts and liabilities, direct and indirect, absolute and contingent, of Uppal Farms, to the Lender;
- xii) a guarantee dated June 1, 2021 pursuant to which Pawanbir unconditionally guaranteed payment of, *inter alia*, all debts and liabilities, direct and indirect, absolute and contingent, of Uppal Farms, to the Lender;
- xiii) a guarantee dated June 1, 2021 pursuant to which Gurminder unconditionally guaranteed payment of, *inter alia*, all debts and liabilities, direct and indirect, absolute and contingent, of Uppal Farms, to the Lender;
- xiv) a Bank Act Security Agreement dated June 4, 2021, executed by Uppal Farms, as debtor, and the Lender, as lender, pursuant to which Uppal Farms assigned to the Lender and granted the Lender a security interest in all crops growing or produced upon the Uppal Farms Lands including all natural increases thereof,

(collectively, together with all other security granted by any of the Debtors in favour of the Lender, and with all modifications thereto as contemplated by this Forbearance Agreement, the "Security");

C. The Debtors are in default of the terms of the Letter Agreement and their obligations to the Lender under the Security, including by reason of failure to maintain the indebtedness under the LOC within the stipulated credit limit, to maintain the required Debt Service Coverage ratio, to provide required reporting on time or at all, to pay property taxes on time or at all, to obtain the Lender's consent prior to the registration of subordinate charges against title to the Lands, to obtain the Lender's consent prior to obtaining loans from third parties, to provide bi-weekly updates from the realtor with regards to the listing of the Uppal Farms Lands, and to obtain the Lender's consent prior to an extension of the listing agreement for the Uppal Farms Lands and, accordingly, the Lender was and is entitled to demand repayment of the Indebtedness (as defined below);

D. By letters dated July 8, 2024, the Lender demanded repayment of the amounts then outstanding under the Facilities pursuant to the Letter Agreement and delivered a notice of intention to enforce the Security pursuant to the *Bankruptcy and Insolvency Act*; however, despite demand, the Debtors failed to repay the Indebtedness (as defined below);

E. All amounts outstanding under the Facilities are fully due and payable and the Security is fully enforceable without further notice;

F. The Debtors have requested that the Lender forbear from commencing a court proceeding and otherwise realizing upon the Security in order to allow the Debtors additional time to repay the Indebtedness (as defined below) to the Lender; and

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G. In consideration of the Lender agreeing to the Debtors' request, solely on the basis that the Debtors strictly comply with the terms and conditions of this Forbearance Agreement, the Letter Agreement and the Security to the extent not modified by this Forbearance Agreement, to forbear from commencing enforcement proceedings and realizing on the Security until the earlier of the expiry date hereof or the occurrence of any Event of Default hereunder, the Debtors have agreed:

- i) to make the Required Payments (as defined below) to the Lender in accordance herewith;
- ii) to waive any right the Debtors or any of them may have to file a Notice of Intention to Make a Proposal under the *Bankruptcy and Insolvency Act*, to seek any relief under the *Companies' Creditors Arrangement Act* or to seek any other form of relief that would or could result in a stay of proceedings or otherwise delay, hinder, impair or prejudice the Lender's enforcement of the Security;
- iii) unconditionally and irrevocably consent and agree to and irrevocably covenant and agree not to oppose, provided that an Event of Default (as defined below) has occurred, in any foreclosure or other court proceeding(s) that may be commenced by the Lender:
 - A) for the purposes of s. 21 of the *Law and Equity Act*, the Lender's commencement of foreclosure proceedings in respect of the Lands at the Vancouver Registry of the Supreme Court of British Columbia;
 - B) order nisi with a 1-day redemption period (it being expressly and irrevocably agreed that the Lender is entitled to a significantly abbreviated redemption period due to the delay already occasioned to the Lender and to account for the forbearance period hereunder) and judgment against the Debtors on a joint and several basis in the amount of the Indebtedness (as defined below) as of the date of pronouncement (the "Order Nisi");
 - C) an immediate order for conduct of sale of the Lands (the "Order for Conduct of Sale");
 - D) a receivership order in the model form for the appointment of a receiver of all of the assets, undertakings and property of Uppal Farms pursuant to s. 39 of the *Law and Equity Act* and s. 243 of the *Bankruptcy and Insolvency Act* (it being acknowledged and irrevocably agreed that, in light of the nature and extent of the Debtors' defaults and the accommodations afforded to the Debtors by the Lender, if an Event of Default were to occur, then the appointment of a receiver will be just and convenient (the "Receivership Order");
 - E) awards of costs in favour of the Lender on a full indemnity basis; and
- iv) all of the other terms and conditions contained herein.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the Lender's forbearance in accordance herewith, the provisions, covenants and agreements set forth herein, and other

good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties hereto covenant and agree as follows:

1. Acknowledgement of Indebtedness and Security and Required Payments

1.1 The Debtors hereby acknowledge and agree that they are jointly and severally liable to the Lender under the Letter Agreement and the Security for the combined sum of \$12,603,981.64 as of August 15, 2024, as well as the Professional Fee (as defined below), the Administration Fee (as defined below), other applicable fees, the Monitoring Costs (as defined below), interest at the Interest Rates, and all costs and expenses incurred by the Lender on a full indemnity basis (collectively, the "Indebtedness").

1.2 The Debtors represent to the Lender that none of them have any defences, set-offs or counterclaims which would entitle them to dispute the Indebtedness as being fully due and payable and the Security as being fully enforceable forthwith without further notice.

1.3 The Debtors hereby acknowledge and agree that the Security, including as modified and supplemented by this Forbearance Agreement, is valid and enforceable and constitutes security for all of the Indebtedness, and that the Security shall remain in full force and effect for the benefit of the Lender following the execution of this Forbearance Agreement.

1.4 The Debtors represent and warrant to the Lender and agree:

- a) that except as expressly modified by this Forbearance Agreement all of the warranties and representations in the Letter Agreement and the Security are true;
- b) to make the following payments to the Lender or as the Lender may direct:
 - i) all amounts required to be paid under the Letter Agreement and the Security in accordance with the terms of the Letter Agreement and the Security, including, without limiting the foregoing, all loan payments on time and in full as well as any payments required to ensure that the LOC is operated within the stipulated credit limit (including as the credit limit is reduced pursuant to this Forbearance Agreement);
 - ii) on or before August 8, 2024:
 - A) \$15,000 on account of the Professional Fee (as defined below) [the Lender hereby acknowledges receipt]; and
 - B) \$25,000 on account of the Administration Fee (as defined below) [the Lender hereby acknowledges receipt];
 - iii) on or before August 30, 2024, the sums required to be paid to satisfy all property taxes due and owing in respect of the Lands in full;
 - iv) on or before October 14, 2024, \$100,000 on account of interest arrears;
 - v) on or before October 21, 2024, \$100,000 on account of interest arrears;
 - vi) on or before October 28, 2024, \$50,000 on account of interest arrears;

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vii) the Monitoring Costs (as defined below) in accordance with subparagraph 3.1(n);
and

viii) the Indebtedness on or before December 15, 2024,

(collectively, the "Required Payments").

2. Term

2.1 Subject to termination by the Lender or an extension agreement signed by the parties in writing, this Forbearance Agreement shall automatically expire at 5:00pm Pacific Time on December 15, 2024.

3. Debtors' Covenants

3.1 The Debtors and each of them covenant and agree as follows:

- a) that all of the Recitals to this Forbearance Agreement are true and correct.
- b) to comply with all of the terms of this Forbearance Agreement.
- c) to comply with all of the terms of the Letter Agreement and the Security except as those terms are expressly amended by this Forbearance Agreement.
- d) to make each of the Required Payments on or before the applicable date as set out in this Forbearance Agreement.
- e) to take all reasonable steps, without causing a default under this Forbearance Agreement, to prevent any creditor of the Debtors from obtaining a judgment or from commencing any execution proceedings against them or any of the Debtors' real and personal property or any part thereof, including the Lands, or any part thereof.
- f) to indemnify and reimburse the Lender for all fees and expenses for legal and other professional services incurred by the Lender, on a full indemnity basis, including payment of the fees which the Lender incurs as a result of the implementation or enforcement of this Forbearance Agreement and/or the realization upon all or part of the Security, including in connection with any foreclosure or other court proceeding that the Lender may commence, and all such amounts in excess of the \$15,000 paid by the Debtors prior to the execution of this Forbearance Agreement shall be added to the principal of the monies advanced under the Facilities (allocated as the Lender may determine in its sole and absolute discretion) and included in and repaid with the Indebtedness, plus interest at the applicable Interest Rate(s) (the "Professional Fee").
- g) to compensate the Lender for its administrative and other costs during the term of this Forbearance Agreement (as a genuine pre-estimate and not as a penalty), and as consideration for the forbearance contemplated hereunder, to pay to the Lender \$50,000 in two tranches of \$25,000 each, with the first tranche of \$25,000 to be paid to the Lender on or before August 8, 2024 [the Lender hereby acknowledges receipt] and the second tranche of \$25,000 to be paid to the Lender on or before December 15, 2024 (the "Administration Fee").
- h) to carry on business in the normal course and in compliance with all applicable laws.

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- i) to list all of the Lands for sale, at list prices approved by the Lender in advance, by no later than September 6, 2024, and to thereafter maintain the listings of the Lands with NAI Commercial and irrevocably instruct and direct NAI Commercial to provide the Lender bi-weekly updates in respect of the listings, including updates regarding the marketing efforts, market interest, offers and any recommendations (the "Realtor Reports").
- j) to reduce the list prices for the Lands via monthly step downs in an amount directed by the Lender in writing; however, notwithstanding the foregoing, the Lender shall not direct a list price reduction more often than once per month nor direct a reduction (in any one instance) greater than 5% of the then current list price.
- k) to use reasonable commercial efforts to pursue and secure refinancing sufficient to repay the Indebtedness on or before December 15, 2024.
- l) that the LOC's credit limit shall be reduced in accordance with the following:
 - i) to \$1,300,000 on August 16, 2024;
 - ii) to \$1,100,000 on September 13, 2024;
 - iii) to \$1,000,000 on September 20, 2024;
 - iv) to \$800,000 on September 28, 2024;
 - v) to \$600,000 on October 11, 2024; and
 - vi) to \$500,000 on October 18, 2024.
- m) to deliver to the Lender:
 - i) concurrent with the execution and delivery of this Forbearance Agreement (and, in any event, by no later than August 23, 2024), the consent and agreement to the engagement letter of Deloitte Restructuring Inc. (the "Monitor") in the form attached as Schedule "A" (together, the "Monitor Engagement Letter") executed by the Debtors;
 - ii) forthwith upon receipt of the Debtors, or any of them:
 - A) copies of all term sheets, discussion papers, commitments, loan agreements or similar documents relating to any actual or potential refinancing of the Indebtedness; and
 - B) copies of all letters of intent, term sheets, offers and counteroffers or similar documents relating to any potential or actual sale of the Lands or any part thereof;
 - iii) the Realtor Reports on a bi-weekly basis;
 - iv) by September 6, 2024:

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- A) cash flow projections in a form acceptable to the Lender in its sole and absolute discretion [the Lender hereby acknowledges receipt];
 - B) personal financial statements in the form attached as Schedule "B" completed to the satisfaction of the Lender acting reasonably for each of Bhalvinder, Jagrajbir, Gurminder and Pawanbir; and
 - C) current accounts payable and accounts receivable listings for Uppal Farms;
- v) by October 15, 2024, YTD financial statements month ending September 30, 2024, including an income statement, cash flow statement and balance sheet;
 - vi) by October 31, 2024, an unconditional contract of purchase and sale with a *bona fide* third-party purchaser for all of the Lands with a purchase price sufficient to satisfy all liabilities required to deliver clear title to the purchaser, including repayment of the Indebtedness in full, and a completion date of no later than December 15, 2024 (the "Purchase Contract");
 - vii) reasonably prior to the sale of the Lands or any part thereof and/or repayment of the Indebtedness, evidence satisfactory to the Lender, acting reasonably, confirming that Uppal Farms, Bhalvinder and Jagrajbir owe no monies for unremitted GST or source deductions and are in good standing with, and owe no monies to, the Canada Revenue Agency (the Debtors hereby acknowledge and agree that the Lender has no obligation to discharge the Security, or any part thereof, absent compliance with their obligations under this provision);
 - viii) unless waived by the Lender in writing, all other reporting on time and in accordance with the Letter Agreement and the Security; and
 - ix) within two business days of written request, any other information or documents that the Lender may from time-to-time request to assess its position with respect to the Facilities, the Indebtedness and/or the Security.
- n) to indemnify and reimburse the Lender for all fees and expenses incurred by the Lender in connection with the services performed by the Monitor, including under the Monitor Engagement Letter, and all such amounts incurred by the Lender shall be added to the amounts outstanding under the Facilities (allocated as the Lender may determine in its sole and absolute discretion) and included in and repaid with the Indebtedness, plus interest at the applicable Interest Rate(s) (the "Monitoring Costs").
 - o) to, until the Indebtedness has been repaid in full, pay all priority claims (priority claims means all amounts owing or required to be paid, where the failure to pay any such amount could give rise to a claim pursuant to any law, statute, regulation or otherwise which ranks in priority to the Security or otherwise in priority to any claim by the Lender for repayment of the Indebtedness or any part thereof ("Priority Claim(s)")) and without limiting the generality of the foregoing:
 - i) pay all source deductions required to be paid;
 - ii) pay all WorkSafe BC assessments required to be paid;

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- iii) pay all Canada Revenue Agency, GST., PST., HST., and income tax remittances required to be paid; and
- iv) pay all property taxes, water and sewer, and other charges.

3.2 The Debtors and each of them covenant and agree that they shall not, without the prior written consent of the Lender:

- a) pay any dividend or make any other monetary distribution to shareholders, partners and/or limited partners or repay any shareholder or other non-arms' length loans (including repayment of any capital injections regardless of how characterized).
- b) pay any amount whatsoever to First on Site, Agricultural Credit Corporation, Duc Huy Ngo, Jasvir Kaur Johal, Daljit Singh, or on account of any other private debt;
- c) issue any unissued shares in the capital or grant any option or right to acquire unissued shares.
- d) approve any transfer of shares.
- e) pay any directors' fees.
- f) pay any new officers, managers or personnel or consultants or increase any remuneration to any present officers or consultants.
- g) compromise the amount of any accounts receivable, or otherwise compromise or reduce any amount owing by a third party.
- h) enter into any material contracts, including sales contracts, equipment purchase or lease agreements.
- i) incur or commit to any cumulative capital or other expenditures.
- j) commence any litigation, other than for the purpose of collecting debts.
- k) borrow monies from any person or persons on the security of the Lands and/or any other assets charged by the Security.
- l) transfer, assign, convey, mortgage, charge or otherwise dispose of any real or personal property or interest in real or personal property.
- m) institute proceedings for bankruptcy or any form of creditor protection, consent to the institution or filing of any petition or proceeding with respect thereto, or to the appointment of a Monitor, Receiver, Receiver-Manager, Interim Receiver or Licensed Insolvency Trustee or similar officer.

4. Debtors' Acknowledgements and Releases

4.1 The Debtors acknowledge and agree that:

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- a) absent the terms of this Forbearance Agreement, the Lender is entitled to repayment of the amounts advanced under the Facilities and to immediately collect all of the Indebtedness and enforce all of the Security.
- b) demand for payment and Notices of Intention to Enforce Security under the *Bankruptcy and Insolvency Act* in respect of the Facilities and the Security have been validly and properly served by the Lender on the Debtors and no further demand or notice of any kind whatsoever shall be required under any circumstances including upon the expiration or termination of this Forbearance Agreement.
- c) they each waive any right to file a Notice of Intention to Make a Proposal under the *Bankruptcy and Insolvency Act* and/or to seek any relief under the *Companies' Creditors Arrangement Act* and/or to seek any other form of relief that would or could result in a stay of proceedings or otherwise delay, hinder, impair or prejudice the Lender's enforcement of the Security or any part thereof.
- d) no consents, waivers, or releases have been given by the Lender in connection with the Facilities, the Letter Agreement, the Security or the Indebtedness.
- e) the Debtors and each of them have no, and shall not in the future claim any set-offs, defences, or counterclaims against the Lender in relation to the enforcement of their obligations under the Letter Agreement, the Security or this Forbearance Agreement.
- f) none of the Debtors have any claims or causes of action against the Lender of any kind, including but not limited to any in connection with the Facilities, the Letter Agreement, the Security, the Indebtedness, the Interest Rates or otherwise and the Debtors and each of them hereby release, remise and forever discharge the Lender and each of its affiliates, associates, partners, investors, holdings bodies corporate, parents and subsidiaries and all of their officers, directors, employees, agents, successors and assigns and anyone claiming by, through or under them (collectively, the "Lender Parties") of and from all manner of actions, causes of action, suits, liabilities, debts, dues, sums of money, general damages, special damages, costs, claims and demands, of every nature and kind at law or in equity or under any statute whether known or unknown (collectively, "Claims"), which any of the Debtors have or ever had in connection with or in any way arising out of or related to the Facilities, the Letter Agreement, the Security, the Indebtedness, the Interest Rates and/or this Forbearance Agreement as of the date hereof.
- g) except as set out herein, the Lender continues to reserve all of its rights with regard to the Letter Agreement and the Security, and that all terms and conditions thereto, except as expressly set out herein, remain in full force and effect.
- h) the Debtors do not have any Claims against the Lender and/or defences or set-offs with respect to:
 - i) the right of the Lender to repayment of the Indebtedness; or
 - ii) the right of the Lender to enforce the Security or any part thereof.

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- i) the Lender has entered into this Forbearance Agreement based upon the promises and representations contained herein and the release of the Lender, and at the request of the Debtors.
- j) for the period from June 1, 2024 to January 15, 2025, to toll the running of any applicable limitation period, whether legal or equitable, with respect to any claims, rights, actions, suits, proceedings or demands that the Lender had, has or may have, including causes of action in connection with, relating to or arising out of the Facilities, the Letter Agreement, the Security, the Indebtedness, or this Forbearance Agreement (for certainty, any such limitation period is hereby extended by the aforesaid tolling period), and the Debtors further agree not to plead, argue or otherwise raise any statute of limitations, waiver, estoppel, laches or any other similar defence, whether statutory, contractual, equitable, or otherwise, in response to any claims, rights, actions, suits, proceedings or demands made or commenced by the Lender, without taking into account the aforesaid tolling period.

5. Lender's Covenants

5.1 During the term of this Forbearance Agreement, and provided that no Event of Default (as defined below) has occurred, the Lender shall:

- a) accrue interest on the Indebtedness at the Interest Rates in accordance with the provisions of the Letter Agreement and this Forbearance Agreement.
- b) accept the Required Payments and apply them to the Indebtedness in accordance herewith.
- c) forbear from commencing any foreclosure, receivership or other court proceedings, including to seek or obtain the Order Nisi, Order for Conduct of Sale or Receivership Order, and from otherwise realizing on the Security until after December 15, 2024.

6. Events of Default and Termination

6.1 It shall be an event of default (an "Event of Default") under this Forbearance Agreement if, at any time after its execution:

- a) The Debtors, or any of them, fail to duly perform or observe any term, covenant or obligation contained in the Letter Agreement, the Security or this Forbearance Agreement (including, without limiting the foregoing, the Debtors' obligation to deliver the Purchase Contract on or before October 31, 2024, it being acknowledged and agreed that the balance of the forbearance period to December 15, 2024 is exclusively intended to facilitate the completion of a binding contract for the purchase and sale of all of the Lands).
- b) without limiting the generality of the foregoing, the Debtors, or any of them, fail to make any of the Required Payments or any other payments called for in this Forbearance Agreement, by the applicable date set out herein.
- c) Uppal Farms ceases, or substantially ceases, its business operations.
- d) any encumbrancer or creditor of the Debtors or any of them takes possession of or take steps to realize or execute against any real or personal property of the Debtors or any of them, or

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any part thereof, or makes an application for a Bankruptcy Order, or appoints or seeks to appoint a Receiver, Receiver-Manager or Interim Receiver;

- e) the Debtors, or any of them, without the prior written consent of the Lender:
 - i) institute proceedings for bankruptcy, creditor protection or consent to the filing of any application or proceeding with respect thereto;
 - ii) apply for or consent to the appointment of a Receiver, Receiver-Manager, Interim Receiver, Licensed Insolvency Trustee or similar officer of or in relation to any of the Debtors;
 - iii) make an assignment or file a proposal for the benefit of their creditors; or
 - iv) take any action in furtherance of any of the aforesaid purposes.
- f) any Priority Claim(s) relating to any of the Debtors in excess of \$10,000, whether in the singular or in the aggregate, arises or becomes known to the Lender.

6.2 Upon the occurrence of an Event of Default, the Lender may, at its option, immediately:

- a) commence foreclosure proceedings in respect of the Lands;
- b) commence any other court proceedings as it deems appropriate;
- c) seek, obtain and enforce the Order Nisi, Order for Conduct of Sale and/or the Receivership Order (for greater certainty, the Debtors hereby irrevocably agree and consent to and irrevocably undertake and covenant not to oppose the aforesaid orders);
- d) commence extra-judicial realization proceedings with respect to the Facilities and/or the Security or any portion thereof; and
- e) pursue such other remedies as it deems appropriate,

and the Debtors shall not delay, hinder, impair or prejudice the Lender's enforcement of the Security or any part thereof.

7. Indemnity

7.1 The Debtors hereby covenant and agree to indemnify and save harmless the Lender and the Lender Parties from and against any and all Claims arising out of or in connection with this Forbearance Agreement or the performance of the Lender of its duties and obligations herein and, notwithstanding the generality of the foregoing, the Debtors shall indemnify the Lender and the Lender Parties for any and all legal (on a solicitor and own client full indemnity basis) and other professional service fees and disbursements, plus applicable taxes incurred in connection with this Forbearance Agreement.

8. Notices

8.1 Any notices required hereunder shall be given in writing and delivered as follows:

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In the case of the Lender, by email to:

Krista Hotel at krista.hotel@td.com and Taunja Byers at taunja.byers@td.com

With a copy by courier and email to:

Owen Bird Law Corporation

2900 – 733 Seymour Street

Vancouver, BC V6B 0S6

Attention: Scott H. Stephens (Email Address: sstephens@owenbird.com)

And in the case of the Debtors, by email to Harry Bains at hbains@virsalaw.ca.

Any notice delivered by email in accordance with this Forbearance Agreement will be deemed to have been immediately received by the recipient.

9. General Provisions

9.1 Time shall be of the essence hereof.

9.2 This Forbearance Agreement is binding upon and shall enure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns, as applicable.

9.3 This Forbearance Agreement and the rights given to the Lender hereunder are in addition to, and not in substitution for, any other security now or hereafter held by or rights granted to the Lender, in respect of the Debtors or the Indebtedness.

9.4 Any expiration or termination of this Forbearance Agreement shall be without prejudice to any rights and obligations of the parties hereto arising or existing up to the effective date of such expiration or termination, or any remedies of the parties with respect thereto, and for greater certainty, Articles 1, 3, 4, 6, 7, 8 and 9 shall survive any such termination or expiration and any Event of Default.

9.5 Any waiver of any breach or default of the Debtors, or any of them, under this Forbearance Agreement (including, by reference, under the Letter Agreement or the Security) shall only be effective if in writing and signed by the Lender, and no waiver shall be implied by indulgence, delay or other act, omission or conduct. Any waiver shall only apply to the specific matter waived and only in the specific instance in which it is waived.

9.6 Should any provision of this Forbearance Agreement be declared or held invalid or unenforceable by a court of competent jurisdiction, then such invalidity or unenforceability shall not affect the validity or enforceability of any or all of the remaining provisions of this Forbearance Agreement, which shall continue in full force and effect and be construed as if this Forbearance Agreement had been executed without the invalid or unenforceable provision.

9.7 The Debtors acknowledge that they have each been encouraged to receive independent legal advice with respect to this Forbearance Agreement and all related documentation, and that they have been given reasonable opportunity to do so, and they further confirm that they enter into this Forbearance Agreement of their own free will without any coercion or duress having been imposed upon them by the Lender or any other person.

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9.8 The Debtors shall execute such other and further documents and assurances as may be necessary and shall do such other acts and things as may be required in order to carry out the transactions contemplated by this Forbearance Agreement.

9.9 In this Forbearance Agreement words importing a gender shall include all genders and words importing the singular shall include the plural and vice versa and words importing the person shall include persons, firms and corporations.

9.10 This Forbearance Agreement shall be governed by and construed in accordance with the laws of the province of British Columbia. In the event of any dispute arising in connection with this Forbearance Agreement, the courts of the province of British Columbia shall have exclusive jurisdiction.

9.11 Unless expressly stated otherwise, all covenants, representations and agreements of the Debtors herein contained shall be construed as being joint and several obligations of the Debtors.

9.12 This Forbearance Agreement and the agreements referred to herein constitute the entire agreement between the parties hereof and supersede any prior agreements, undertakings, declarations representations and understandings, both written and verbal, in respect of the subject matter hereof. Any amendment hereof shall not be binding unless in writing and signed by all parties hereto.

9.13 This Forbearance Agreement may be signed by the parties hereto in counterparts, and may be delivered by facsimile or electronic mail, each of which so signed and/or delivered shall be deemed to be an original and such counterparts together shall constitute one and the same instrument and the date of execution shall be deemed to be as of the date and year first above written.

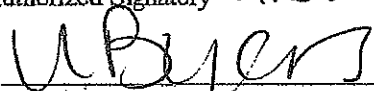
IN WITNESS WHEREOF the parties have executed this Forbearance Agreement as of the date first above written.

THE TORONTO-DOMINION BANK

Per:



Authorized Signatory Krista Hodel



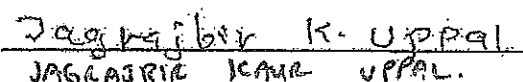
Authorized Signatory Taurie Byers
Manager Commercial Credit

UPPAL FARMS & GREENHOUSES LTD.

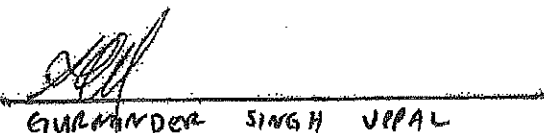
Per:



Authorized Signatory BHAVINDER KAUR THANDI



JAGRAJBIR K. UPPAL
JAGRAJBIR K. UPPAL



GURAMINDER SINGH UPPAL



PAWANBIR SINGH UPPAL

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IN WITNESS WHEREOF the parties have executed this Forbearance Agreement as of the date first above written.

THE TORONTO-DOMINION BANK

Per:

Authorized Signatory

Authorized Signatory

UPPAL FARMS & GREENHOUSES LTD.

Per:

Bhaskinder K. Thandi
Authorized Signatory BHASKINDER KARE THANDI

Jagrajbir K. Uppal
JAGRAJBIR KARE UPPAL.

Guraminder Singh Uppal
GURAMINDER SINGH UPPAL

Pawanbir Singh Uppal
PAWANBIR SINGH UPPAL.

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Executed in the presence of:

Name

HARRY S. BAINS
Barrister and Solicitor
115 - 5455 152nd Street,
Surrey, BC V3S 5A5
Phone: 778.900.0900

Address/Occupation

Bhalvinder K Thandi
BHALVINDER KAUR THANDI

Executed in the presence of:

Name

HARRY S. BAINS
Barrister and Solicitor
115 - 5455 152nd Street,
Surrey, BC V3S 5A5
Phone: 778.900.0900

Address/Occupation

Jagrajbir K. Uppal
JAGRAJBIR KAUR UPPAL

Executed in the presence of:

Name

HARRY S. BAINS
Barrister and Solicitor
115 - 5455 152nd Street,
Surrey, BC V3S 5A5
Phone: 778.900.0900

Address/Occupation

Gurminder Singh Uppal
GURMINDER SINGH UPPAL

Executed in the presence of:

Name

HARRY S. BAINS
Barrister and Solicitor
115 - 5455 152nd Street,
Surrey, BC V3S 5A5
Phone: 778.900.0900

Address/Occupation

Pawanbir Singh Uppal
PAWANBIR SINGH UPPAL

SCHEDULE "A"

[LETTERHEAD OF TD COMMERCIAL BANK]

August 20, 2024

Private and Confidential

Deloitte Restructuring Inc.
410 West Georgia Street
Vancouver, BC V6B 0S7
Canada

Attention: Jeff Keeble, Senior Vice President

Dear Sirs:

Subject: Borrowings of Uppal Farms and Greenhouses Ltd. from TD Commercial Bank

This letter confirms the terms of the engagement of Deloitte Restructuring Inc. ("Deloitte" or "Consultant") by TD Commercial Bank (the "Lender" or the "Bank") to act as a consultant, to assess the operations, business plan and financial position of Uppal Farms and Greenhouses Ltd. (the "Company" or the "Debtor") effective as of the date of this letter.

Scope of services

Deloitte will provide the following financial consulting services, subject to the review, consideration and approval of the Lender:

- Assess the Company's financial position and historical operating results;
- Assess the Company's potential immediate working capital needs and financial forecasts, including its 13-week projected cash flows (the "Weekly Cash Flow Projection"), FY24 budget, capital expenditure requirements, and related underlying assumptions and the Company's future operating outlook;
- Assess the Company's weekly cash receipts and disbursements as against the Weekly Cash Flow Projection;
- Assess the Company's business plan and future business prospects and the financial impact of this plan on the future viability of the Company;
- Assess other claims which may rank in priority to the Bank's claims against the Debtors as well as any other liens which encumber the Debtor's assets; and
- Provide advice and recommendations, from a leading business perspective to the Bank, as it formulates, negotiates and completes any agreement that the Bank may wish to enter into with the Debtors with regard to the Debtors' indebtedness.

Reporting

Deloitte will communicate the status of its work to the Lender throughout the engagement. Upon completion of the engagement, Deloitte will provide the Lender with a written report in accordance with the scope of services described above.

A draft of the factual sections of the report will be shown to the Company. All draft sections will be reviewed and approved by the Company prior to submission to the Lender and to provide comments thereon. Deloitte will ask the Company to confirm that the facts, as stated, are accurate in all material respects and that they are not aware of any material matters that have been excluded. Deloitte is, however,

Deloitte Restructuring Inc.
August 20, 2024
Page 2

under no obligation to change its reports as a result of the Company's comments. In no event will Deloitte provide or show to the Company a draft or final copy of any analysis, conclusions or recommendations contained in any report to the Lender, or otherwise.

Timing

The timing of the completion of the engagement will be dependent on the co-operation that Deloitte receives from the Company and the availability of its senior management and staff. Deloitte will be relying on the Company's financial and management information systems as well as operational and management reports being current, accurate and reliable.

Deloitte will use commercially reasonable efforts to carry out its work on a timely basis and will inform the Lender of any difficulties it encounters. The production and timing of Deloitte's reports assumes that the information it requires to carry out its work will be made available promptly and in good order by the Company. Notwithstanding the above, Deloitte will inform the Lender as soon as possible of any matters of a material nature which come to your attention during the course of your work.

Engagement team

This engagement will be under the direction of Jeff Keeble who will maintain overall responsibility for the engagement on behalf of Deloitte. The engagement team will include other professionals, as necessary, to complete the engagement on a timely basis.

Professional Fees

Deloitte's fees will be based on the amount of professional time required at its standard hourly billing rates, which vary depending upon the experience level of and relative time spent by the professionals involved, subject to Section 5 – Fees and payment in the attached General Business Terms. Your bills will also include reasonable out-of-pocket expenses.

The current discounted hourly billing rates, by classification, are as follows:

Position	Hourly Rate (\$)
Partner	675
Director	575
Senior Manager	525
Manager	450
Senior Associate	375
Analyst / Administrator	275

Disclosure of relationships

An internal search of Deloitte records was performed for any potential Lender conflicts based solely on the names of the parties that the Lender provided, which are listed below:

- Uppal Farms and Greenhouses Ltd.
- Bhalvinder Kaur Thandi
- Jagrajbir Kaur Uppal
- Gurminder Singh Uppal
- Pawanbir Singh Uppal

Deloitte Restructuring Inc.
August 20, 2024
Page 3

You have informed us that, based on your conflicts search, you are not aware of any conflict that would affect your ability to act impartially.

General business terms

The attached General Business Terms form part of our mutual agreement concerning this engagement. By signing this agreement the parties agree to be bound by these General Business Terms. In the event of a conflict between this letter and the General Business Terms, the General Business Terms shall take precedence, provided that if the letter specifically states that a particular term shall take precedence over the General Business Terms, the letter shall take precedence with respect to that term.

Confirmation

Please confirm your acceptance of this agreement by signing both copies of this letter in the space provided below and returning one signed copy of the letter to us.

Yours truly,

TD Commercial Bank

Signature of authorized signing officer

Name

Title

Deloitte Restructuring Inc. hereby accepts this appointment and agrees to the terms and conditions.

Dated at Vancouver, BC, this _____ day of August ___, 2024.

Signature of Deloitte Restructuring Inc.

Name of Engagement Partner

Title

Consent and agreement

Uppal Farms and Greenhouses Ltd. (the "Company") hereby consents and agrees to the appointment of Deloitte Restructuring Inc. ("Deloitte") as a consultant by TD Commercial Bank (the "Lender" or "Bank") in accordance with the above letter of engagement and the General Business Terms forming part thereof (the "General Business Terms") and acknowledges that it has read and understands the terms and conditions of the letter.

The Company hereby:

1. Agrees that Deloitte shall have unrestricted access to all information concerning the Company's undertaking, property and affairs in order to carry out this engagement. Deloitte shall have complete and open access to all premises, offices, files and records of every kind and description, including all business, accounting, legal and other records, documents and files, including copies thereof (the "Information") of the Company. The Company's officers, directors, partners, employees, agents and consultants shall answer all questions put to them truthfully and to the best of their ability and the Company shall instruct its officers, directors, employees, agents, consultants, bankers, accountants, solicitors and other advisors to provide any and all Information required by Deloitte. Deloitte may make copies of any and all documents, including electronically stored data and computer records, which Deloitte considers necessary to complete its review.
2. Agrees to use reasonable skill, care and attention to ensure that all information provided to Deloitte is accurate and complete and will notify Deloitte if it subsequently learns that the Information provided is incorrect or inaccurate or otherwise should not be relied on.
3. Authorizes the Lender to disclose to Deloitte any information the Lender has concerning the Company, its business and affairs. In addition, the Company authorizes Deloitte to report any financial or other information gathered by Deloitte to the Lender and its advisors.
4. Agrees that neither the Lender nor Deloitte shall have any responsibility for any decisions and activities by the Company during the period of the review by Deloitte and that Deloitte will have no management responsibilities to the Company and that nothing herein or done pursuant to this engagement will constitute an arrangement, agreement or relationship between the Company and Deloitte. The Company will be solely responsible for making all management decisions, performing all management functions and establishing and maintaining internal controls, including, without limitation, monitoring ongoing activities. The Company shall not hold out to any person that Deloitte is acting other than as a consultant to the Lender for the purpose of reporting and making recommendations to the Lender on the operations and affairs of the Company.
5. Acknowledges that all of the terms of the security and guarantees given to the Lender in relation to the credit facilities and indebtedness and liabilities of the Company to the Lender remain in full force and effect and are in no way waived or restrained, notwithstanding this appointment of Deloitte as consultant. The engagement of Deloitte shall not prejudice or impair or adversely affect the rights and remedies of the Lender against the Company or any guarantor or pursuant to any security, guarantees or agreements the Lender may have or require the Lender to delay in enforcing any of these rights and remedies, nor shall it operate as a waiver by the Lender of any defaults or events of default which may exist in relation to any of the credit facilities of the Company with the Lender or any security, guarantees or other agreements held by the Lender.
6. Agrees that Deloitte may obtain legal advice from the Lender's legal advisers relative to this engagement.
7. Agrees to indemnify the Lender with respect to the fees and expenses of Deloitte, including legal costs, related to this engagement and agrees to settle the accounts rendered by Deloitte directly upon

Consent and agreement

Page 2

receipt of such invoices from the Lender. Any fees paid by the Lender to Deloitte in connection with this engagement shall be treated as an advance to the Company by the Lender.

8. Agrees that neither Deloitte nor the Lender shall have any liability, responsibility or obligation to the Company, whether in contract, negligence, tort or otherwise, arising in respect of any cause, matter or thing existing as of the date hereof or arising in respect of this engagement of Deloitte by the Lender or any addition to or variation thereof, and the Company agree to indemnify and save each of Deloitte and the Lender harmless of and from any and all claims, demands, liabilities, losses and expenses sustained or incurred by either or both of them arising out of the engagement of Deloitte as consultant in accordance herewith.
9. Agrees that during the course of this engagement, Deloitte may collect personal information about identifiable individuals ("**Personal Information**"), either from the Company or from third parties. The Company and Deloitte agree that Deloitte will collect, use and disclose Personal Information solely for purposes related to its appointment as consultant by the Lender.
10. Agrees to maintain the confidentiality of the report and other information contained therein and will disclose it only to its management and other employees who need to have access to the same and to its legal counsel in this matter only after it secures their agreement in writing to maintain the confidentiality of the report and information.

By signature of the undersigned signing officer, the Company further acknowledges and confirms that the Company has received no commitment, representation or warranty from the Lender or Deloitte in connection with this engagement, and the Lender reserves all rights and remedies, including the rights to enforce any of its rights in connection with the financing arrangements among the Company, the Lender and its customers. The Company also acknowledges having been informed that, depending upon subsequent events, Deloitte Restructuring Inc. may be appointed to act as agent, interim receiver, receiver, receiver and manager, CCAA monitor, trustee in bankruptcy, trustee under a *Bankruptcy and Insolvency Act* proposal of any of the undertaking, property and assets of the Company and the Company agrees that it will not object to the appointment of Deloitte in any capacity and that such appointment shall not be a conflict of interest by virtue of Deloitte Restructuring Inc. having been appointed as consultant as provided for herein.

Consent and agreement

Page 3

Acknowledgement and Consent of the Company

The Company hereby consents and agrees to the appointment of Deloitte as consultant by TD Commercial Bank in accordance with the above letter of engagement and the General Business Terms forming part thereof and acknowledges that they have read and understood the terms and conditions of the letter, and the Consent and agreement executed by Uppal Farms and Greenhouses Ltd.

Dated at Surya, this 6 ^{Sept} day of ~~August~~, 2024.

Uppal Farms and Greenhouses Ltd.

Bhalinder K. Thandi

Signature of authorized signing officer

J. K. Uppal

Signature of authorized signing officer

BHALVINDER KARE THANDI

Name

JAGRAJ KARE UPPAL

Name

DIRECTOR

Title

DIRECTOR

Title

[Signature]

SIGNATURE

[Signature]

SIGNATURE

GURMINDER SINGH UPPAL

NAME

PANNABIA SINGH UPPAL

NAME

DIRECTOR

TITLE

DIRECTOR

TITLE

General business terms

The following general business terms (the “terms”) apply to the engagement agreement between Deloitte Restructuring Inc. (“Deloitte”) and TD Commercial Bank as secured lender (the “Lender”) to Uppal Farms and Greenhouses Ltd. (the “Company”) except as expressly set forth in the engagement letter to which these Terms are attached (the “Engagement Letter”).

1. Contracting parties

- a. **Definitions:** “Deloitte” or “Deloitte Canada” shall mean Deloitte Restructuring Inc. and where appropriate its directors, officers, partners, principals, professional corporations, employees, agents, subsidiaries and affiliates and to the extent providing services under the Engagement Letter, the member firms of Deloitte Touche Tohmatsu Limited, the subsidiaries and affiliates of such member firms, and all of their respective directors, officers, partners, principals, professional corporations, employees, agents; and in all cases any successor or assignee (collectively, “Deloitte Entities”).
- b. This Engagement Letter is between the Lender and Deloitte Canada. The Lender agrees that its relationship is solely with Deloitte Canada as the entity contracting with the Lender to provide the services covered by this Engagement Letter. Notwithstanding the fact that certain services covered by this Engagement Letter may be carried out by personnel provided to Deloitte Canada from other Deloitte Entities through service or other agreements, Deloitte Canada remains solely responsible and liable to the Lender for all services covered by the Engagement Letter. Accordingly, the Lender agrees that none of the Deloitte Entities (except Deloitte Canada) will have any liability to the Lender, and the Lender will not bring any claims or proceedings of any nature (whether in contract, tort, breach of statutory duty, or otherwise and including, but not limited to, a claim or negligence) in any way in respect of or in connection with this engagement against any of the Deloitte Entities (except Deloitte Canada) or against any subcontractors that Deloitte Canada may use to provide the services covered by this Engagement Letter.
- c. To the extent that Deloitte Entities (other than Deloitte Canada) are providing services to Deloitte Canada in connection with this engagement as subcontractors to Deloitte Canada, then the term “Deloitte” should read as “Deloitte Entities” for purposes of these Terms.

2. Services

- a. It is understood and agreed that the services to be provided under the Engagement Letter (the “Services”) may include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and be made by, the Lender. In connection with Deloitte’s Services, Deloitte shall be entitled to rely on all decisions and approvals of the Lender.
- b. The Services conducted by Deloitte cannot be relied upon to disclose errors or fraud should they exist. The Services will not constitute an audit conducted in accordance with generally accepted auditing standards, an examination or compilation of, or the performance of agreed upon procedures with respect to prospective financial information, an examination of or any other form of assurance with respect to internal controls, or other attestation or review services in accordance with standards or rules established by the Chartered Professional Accountants of Canada or other regulatory body. Deloitte will not express an opinion or any other form of assurance on any operating or internal controls, financial statements, forecasts, projections or other financial information.

- c. Neither the Services or any advice or reports in connection therewith are intended to be, nor shall be construed to be, "investment advice" within the meaning of the US Investment Advisors Act of 1940. In the performance of the Services, Deloitte will not perform any evaluation of internal controls and procedures for financial reporting upon which the Lender's management can base its assertion in connection with the US Sarbanes-Oxley Act of 2002 or related rules or regulations ("Sarbanes-Oxley"). Deloitte will make no representations or warranties and will provide no assurances that the Company's disclosure controls and procedures are compliant with the certification requirements of and internal controls and procedures for financial reporting are effective as required by Sarbanes-Oxley or any other standards or rules, including, without limitation, Sections 302 and 404 of Sarbanes-Oxley. The Services will be conducted in accordance with these Terms and, to the extent performed by the subsidiaries of Deloitte & Touche USA LLP, in accordance with the *Statement of Standards for Consulting Services* established by the American Institute of Certified Public Accountants.

3. Term

Unless terminated sooner in accordance with its terms, this engagement shall terminate on the completion of the Services. Either party may terminate this engagement at any time upon giving at least five (5) days written notice to that effect to the other party, provided that in the event of termination for cause, the breaching party shall have the right to cure the breach within the notice period. In the event of termination pursuant to this paragraph, the Lender agrees to compensate Deloitte under the terms of the Engagement Letter for Services performed and expenses incurred through the effective date of termination.

4. Timely performance

Deloitte will endeavour to complete within any agreed upon time-frame the performance of the Services. However, Deloitte will not be liable for failures or delays in performance that arise from causes beyond Deloitte's control, including the untimely performance by the Company of its obligations in assisting Deloitte with respect to this engagement.

5. Fees and payment

- a. Unless otherwise specifically agreed in the Engagement Letter, Deloitte's fees will be based on standard hourly rates, which vary depending upon the experience level of the professionals involved. In the normal course of business, Deloitte revises its standard hourly rates to reflect changes in responsibilities, increased experience, and increased costs of doing business. Changes in standard hourly rates will be noted on the invoices for the first time period in which the revised rates become effective.
- b. In addition to professional fees, the Lender will reimburse Deloitte for Deloitte's reasonable out of pocket expenses incurred in connection with this engagement, including travel, meals, hotels and disbursements for outside legal counsel or any other consultants engaged by Deloitte with the prior consent of Lender. Deloitte invoices will also include a reduced standard charge of 3% of professional fees for technology, support personnel, telecom, printing and other similar administrative charges. Expenses will be stated separately on the invoices.
- c. All fees and other charges do not include any applicable federal, provincial or other goods and services or sales taxes, or any other taxes or duties whether presently in force or imposed in the

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future. Any such taxes or duties shall be assumed and paid by the Lender without deduction from the fees and charges hereunder.

- d. Deloitte's invoices shall be due upon receipt. Any disputes relating to fees shall be resolved by the parties in accordance with the dispute resolution process included herein.
- e. In the event of any disputes, claims, or controversies arising out of or related to this Agreement ("**Disputes**"), a party shall notify the other in writing. The parties shall, using diligent efforts, attempt to resolve the Dispute in accordance with the following escalation process. Disputes shall first be referred to Deloitte's engagement partner and Client's counsel. If they are unable to resolve the Dispute within fifteen (15) days of the notice of the Dispute, the Dispute will be escalated to Deloitte's lead client service partner and Client's counsel. If they are unable to resolve the Dispute within fifteen (15) additional days, then each party may exercise any rights it may have under this Agreement, at law or in equity, including the right to suspend its obligations under this Agreement.
- f. To the extent that as part of the Services to be performed by Deloitte as described in the engagement letter, Deloitte Canada personnel are required to perform the services in the United States of America ("**US Business**"), the Lender and Deloitte Canada agree to assign performance of the US Business to Deloitte Canada LP, an affiliate of Deloitte. All services performed by Deloitte Canada LP shall be performed under the direction of Deloitte Canada which shall remain responsible to the Lender for such Services. Deloitte Canada LP shall invoice the Lender with respect to the US Business and Deloitte will invoice for services performed in Canada ("**Canadian Business**"). Payment for US business and/or Canadian Business can be settled with one payment to Deloitte.

6. Independence

- a. Deloitte Canada may terminate this engagement upon written notice to the Lender if it determines that (i) a governmental, regulatory or professional entity (including, without limitation, provincial accounting institutes, Canadian and foreign securities commissions, the Canadian Public Accountability Board and the Public Company Accounting Oversight Board) or an entity having the force of law has introduced a new, or modified an existing, law, rule, regulation, interpretation or decision the result of which would render the performance by Deloitte of any part of the engagement illegal or otherwise unlawful or in conflict with independence or professional rules, or (ii) circumstances change (including, without limitation, changes in ownership of the Lender or any of its affiliates) such that the performance by Deloitte of any part of the engagement would be illegal or otherwise unlawful or in conflict with independence or professional rules. Upon termination of the engagement, the Lender will compensate Deloitte Canada under the terms of the Engagement Letter for the Services performed and expenses incurred through the effective date of termination.
- b. In the event that Deloitte, a member firm of Deloitte Touche Tohmatsu Limited or any affiliate of such a member firm, provides audit services for Lender, parent of Lender or affiliate of Lender, Lender acknowledges that Lender has adhered to all regulatory requirements regarding the provision of non-audit services by Deloitte Canada or member firm of Deloitte Touche Tohmatsu Limited or any affiliate of such a member firm in accordance with applicable laws, regulations and rules that apply to the Lender, including audit committee pre-approval requirements.

7. Conflict of interest

- a. *Notification and resolution.* Should Deloitte Canada determine that there is a potential conflict of interest in connection with its performance of the Services, Deloitte Canada will advise the Lender promptly and endeavour to resolve such potential conflict. Also, the Lender agrees to

notify Deloitte Canada promptly of any potential conflict affecting this engagement of which it is, or becomes aware. Where a potential conflict is identified by either party and Deloitte Canada believes the Lender's interests can be properly safeguarded by the implementation of appropriate procedures, Deloitte Canada will discuss and agree such procedures with the Lender.

- b. **Non-exclusivity.** Having engaged Deloitte Canada for the limited purpose set out in the Engagement Letter, the Lender agrees on behalf of itself and its affiliates that no Deloitte Entity is precluded from acting in any capacity for any other party and that the Lender's engagement of Deloitte Canada in this matter will not be asserted by the Lender as a basis for disqualifying Deloitte Canada, an affiliate of Deloitte Canada or a member firm of Deloitte Touche Tohmatsu Limited or any of their respective affiliates from acting for any other party. The Lender agrees to waive any real or potential conflict of interest of Deloitte Canada, an affiliate of Deloitte Canada or a member firm of Deloitte Touche Tohmatsu Limited or any of their respective affiliates in connection with Deloitte's Services for the Lender under the terms of the Engagement Letter.
- c. In the event that Deloitte Canada, an affiliate of Deloitte Canada or a member firm of Deloitte Touche Tohmatsu Limited or any of their respective affiliates acts for any other party, (i) Deloitte will not disclose any Confidential Information (defined below) that the Lender provides to Deloitte in connection with this engagement and will not use such Confidential Information for another party's benefit, and (ii) Deloitte will establish appropriate ethical walls between the persons involved in advising the Lender under this engagement and the persons involved in advising another party.

8. Lender responsibilities

- a. **Cooperation.** The Company shall cooperate with Deloitte in the performance by Deloitte of the Services, including, without limitation, providing Deloitte with reasonable facilities and timely access to data, information and personnel of the Company. The Company shall be responsible for the performance of its personnel and agents and for the accuracy and completeness of all data and information provided to Deloitte for purposes of the performance by Deloitte of the Services hereunder.
- b. **Management.** The Lender shall be solely responsible for, among other things: (i) making all management decisions in connection with the loan; (ii) designating a competent management member to oversee the Services; (iii) evaluating the adequacy and results of the Services; (iv) accepting responsibility for the results of the Services.

9. Information

- a. **Access and reliance.** The Lender will make available to Deloitte all information (financial or otherwise) reasonably necessary to enable Deloitte to provide the Services. The Lender will also provide Deloitte with any information, advice and opinions relevant to the engagement that may be delivered by third parties, such as legal counsel (except where necessary to preserve privilege) and accounting, financial, environmental or other advisors, and will ensure that such third parties co-operate with Deloitte on matters considered by Deloitte to be relevant to the engagement. In carrying out its Services, Deloitte will rely on information that is publicly available, prepared or supplied by the Lender or provided to Deloitte by third parties. Deloitte will be entitled to rely on, and is under no obligation to verify, the accuracy or completeness of such information and Deloitte has no responsibility for the accuracy or completeness of the information provided by, or on behalf of, Lender or other parties. This engagement cannot be relied upon to disclose errors or fraud should they exist. Further, Deloitte is under no obligation to investigate any changes that may occur in such information subsequent to the date thereof.

- b. The Company represents and warrants that all information provided to Deloitte Canada, directly or indirectly, orally or in writing, by the Company or its agents and advisors in connection with the engagement will be accurate and complete in all material respects and will not be misleading in any material respect. Upon request, the Company will provide Deloitte Canada with a separate written representation confirming the accuracy and completeness of the information provided to Deloitte Canada and the information included, or to be included, in any information documents with respect to the Company.
- c. **Confidentiality.** To the extent that, in connection with this engagement, Deloitte comes into possession of any proprietary or confidential information of the Company ("Confidential Information") including Personal Information as defined in section 12(b) below, Deloitte will not disclose such information to any third party and the Deloitte Entities, without the Lender's consent, except as may be required or permitted by law, regulation, judicial or administrative process, or in accordance with applicable professional standards, or in connection with litigation pertaining thereto "Confidential Information" shall not include information which:
 - i. shall have otherwise become publicly available (including, without limitation, any information filed with any governmental agency and available to the public) other than as the result of a disclosure by Deloitte in breach hereof;
 - ii. is disclosed by the Lender or the Company to a third party without substantially the same restrictions as set forth herein;
 - iii. becomes available to Deloitte on a non-confidential basis from a source other than the Lender or the Company which Deloitte believes is not prohibited from disclosing such information to Deloitte by obligation to the Lender;
 - iv. is known by Deloitte prior to its receipt from the Lender or the Company without any obligation of confidentiality with respect thereto; or
 - v. is developed by Deloitte independently of any disclosures made by the Lender or the Company to Deloitte of such information.
- d. **Prospective financial information.** Unless Deloitte Canada and the Lender agree otherwise in the Engagement Letter, Deloitte will not compile, examine or apply other procedures to prospective financial information of the Company in accordance with Chartered Professional Accountants of Canada Standards and accordingly, will express no opinion or any other form of assurance or representations concerning its accuracy, completeness or presentation format. Any financial forecasts or projections belong to the Company and are the sole responsibility of such management. There will usually be differences between projected and actual results, because events and circumstances frequently do not occur as expected or predicted, and those differences may be material.
- e. Deloitte will not return or provide records or information obtained in the course of the engagement to the Lender if it is illegal to do so or if Deloitte is requested to withhold the records or information by law enforcement or other public or regulatory authorities (regardless of whether the engagement has been terminated).

10. Reporting

- a. **Qualifications to advice, opinions, and reports.** Any advice, opinions, or reports provided by Deloitte will be made subject to, and will be based upon, such assumptions, limitations, qualifications and reservations as Deloitte, in its judgment, deems necessary or prudent in the circumstances, including without limitation: (i) the time available to perform the Services, (ii) the information, data, opinions, advice and representations made available to Deloitte, and (iii) access to the Lender's management, advisors and agents.

- b. *Amendments to reports.* Deloitte reserves the right to amend its advice, opinions, and reports accordingly, in the event that new information becomes available which may be contrary to or different from that which is set out to the Lender in documents or verbal reports. Notwithstanding the foregoing, Deloitte has no responsibility for performing any services or procedures beyond those agreed to by Lender and Deloitte Canada or for updating the Services performed.
- c. *Limitation on use and distribution.* Except as otherwise agreed in writing, all services in connection with this engagement shall be solely for the Lender's internal purposes and use, and this engagement does not create privity between Deloitte and any person or party other than the Lender ("Third Party"). This engagement is not intended for the express or implied benefit of any third party. No third party is entitled to rely, in any manner or for any purpose, on the advice, opinions, reports, or Services of Deloitte. The Lender further agrees that the advice, opinions, reports or other materials prepared or provided by Deloitte are to be used only for the purpose contemplated by the Engagement Letter and shall not be distributed to any third party without the prior written consent of Deloitte Canada.
- d. *Ownership.* Deloitte shall retain all right, title and interest in the reports, opinions and other documents provided by Deloitte to the Lender and the Lender shall be entitled to use such material in accordance with section 10(c).

11. Indemnification and limitation on liability

- a. *Application.* The provisions of this Section 11 shall apply to the fullest extent of the law, whether in contract, statute, tort (such as negligence), or otherwise. This Section shall survive termination or expiry of the engagement. The provisions of this Section are not applicable to the extent that mandatory provisions of applicable regulatory bodies prohibit a professional financial advisor from limiting liability.
- b. *Limitation on liability.* The Lender and Deloitte Canada agree to the following with respect to Deloitte's liability to the Lender:
 - i. The Lender agrees that Deloitte shall not be liable to the Lender for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the services performed hereunder for an aggregate amount in excess of the higher of (i) three times the fees paid by the Lender to Deloitte under the engagement, and (ii) \$1 million, provided such damages were not caused by Deloitte's gross negligence or willful misconduct.
 - ii. In no event shall Deloitte be liable for consequential, special, indirect, incidental, punitive or exemplary loss, damage, or expense relating to this engagement or any loss of revenue or profit or any other commercial or economic loss or failure to realize expected savings.
 - iii. In any action, claim, loss or damage arising out of the engagement, the Lender agrees that Deloitte's liability will be several and not joint and several and the Lender may only claim payment from Deloitte of Deloitte's proportionate share of the total liability based on the degree of fault of Deloitte as finally determined by a court of competent jurisdiction.
- c. *Limitation on actions.* No action, regardless of form, relating to this engagement, may be brought by either party more than two years after the cause of action has accrued, except for an action for non-payment of fees.

12. Other

- a. *Regulatory or legal action.* The Lender will notify Deloitte Canada promptly of any request received by the Lender from any third party, including a regulatory authority, for any material

information or for a meeting or hearing; the issuance of any restraining order; or the initiation of a proceeding or litigation relating to this engagement.

Subject to any professional issues including audit independence, if requested and if the parties agree, Deloitte will testify (as a non expert witness) or provide reasonable support services to the Lender before any governmental commission, regulatory authority or court. Any such testimony or support services will be confined to the services performed under this engagement. Deloitte shall have the right to employ counsel in connection with such testimony or support services.

Deloitte shall be paid for any time spent by its personnel in connection with such support at their standard hourly rates, which shall be separate and apart from any other professional fees payable hereunder. The Lender shall also reimburse Deloitte for its reasonable out-of-pocket costs, charges and expenses, including legal counsel, incurred in connection therewith. These fees and expenses shall be separate and in addition to any other fees or amounts payable under the provisions for payment of fees in the Engagement Letter.

- b. **Privacy.** Deloitte and the Lender acknowledge and agree that, during the course of this engagement, Deloitte may collect personal information about identifiable individuals ("Personal Information"), either from the Lender or from third parties. The Lender and Deloitte Canada agree that Deloitte will collect, use and disclose Personal Information on behalf of the Lender solely for purposes related to completing this engagement, providing services to the Lender and in a manner consistent with section 9(c) above. Deloitte shall not collect, use and disclose such Personal Information for Deloitte's own behalf or for its own purposes.
- c. **Survival and interpretation.** The agreements and undertakings of the Lender contained in the Engagement Letter, to which these terms are attached, together with the following sections of these Terms shall survive the expiration or termination of this engagement: 1, 2, 4, 5, 6, 8, 9, 10, 11 and 12.
- d. **Governing law.** These Terms, the Engagement Letter to which these terms are attached and all matters relating to this engagement (whether in contract, statute, tort (such as negligence), or otherwise), shall be governed by, and construed in accordance with, the laws of the Province where Deloitte Canada's principal office performing the engagement is located. Any action or proceeding relating to this engagement shall be brought in the Province where Deloitte Canada's principal office performing the engagement is located, and the parties submit to the jurisdiction of the courts of that Province and waive any defence of inconvenient forum to the maintenance of such action or proceeding.
- e. **Severability.** If any provision of the Terms or the Engagement Letter is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth herein.
- f. **Entire agreement.** These Terms and the Engagement Letter to which these terms are attached is the complete agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, proposals, negotiations, representations or warranties of any kind whether oral or written.
- g. **Assignment.** Except as provided below, neither party may assign, transfer or delegate any of its rights or obligations hereunder (including, without limitation, interests or Claims relating to this engagement) without the prior written consent of the other party. Deloitte Canada may, without the consent of the Lender, assign or subcontract its rights and obligations hereunder to (i) any

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affiliate or related entity or (ii) any entity which acquires all or a substantial part of the assets or business of Deloitte Canada.

- h. **Currency.** All financial references herein are to Canadian dollars unless specifically indicated otherwise. If it is necessary to convert any amounts into Canadian dollars, a prevailing commercial bank exchange rate at closing or the time of the invoice shall be used.
- i. **Notices.** Any notice or other communication required or permitted to be given under this engagement shall be in writing and shall be sufficiently given or made by delivery or by post or by telecopy or similar facsimile transmission (with confirmation of accurate and complete transmission obtained by the sender) to the respective parties. Any notice so given shall be deemed conclusively to have been given and received when so personally delivered or posted or so telecopied or transmitted, except that any notice delivered after 5:00 p.m. on the day prior to a non-business day shall be deemed to have been received at 9:00 a.m. on the first business day following delivery. Any party may change its address, telephone number or facsimile number by notice to the others in the manner set out above.
- j. **Communication.** Except as instructed otherwise in writing, each party may assume that the other approves of properly addressed fax, email (including email exchanged via Internet media) and voicemail communication of both sensitive and non-sensitive documents and other communications concerning this engagement, as well as other means of communication used or accepted by the other.
- k. **Language.** The parties have requested that this Agreement and all communications and documents relating hereto be expressed in the English language. Les parties ont exigé que la présente convention ainsi que tous les documents s'y rattachant soient rédigés dans la langue anglaise.

SCHEDULE "B"

**Personal Financial Statement
and Privacy Agreement**

Please put a check mark beside the option you have selected under Section A. This Personal Financial Statement and Privacy Agreement (the "Agreement") will consist of the option you select under Section A in addition to Section B and Section C.

Section A:

☐ I have completed the Personal Financial Statement of my property and my debts as set out below, which I represent and warrant presents fairly my financial position as at the date hereof and is true and accurate.

OR

☐ I have provided the Personal Financial Statement of my property and my debts, in form and substance acceptable to the Bank, attached hereto as Appendix "A", which I represent and warrant presents fairly my financial position as at the date hereof and is true and accurate.

Surname	Given name(s)	Date of birth	Customer since
Address - include postal code		Since	Telephone number
Occupation	Social insurance number (optional)		No. of dependents (excluding spouse)
Name of employer	Since	Telephone number	
Address of employer - include postal code			
Name of spouse	Spouse's occupation		
Spouse's employer and address - include postal code		Since	Telephone number

Assets	Amount	Liabilities	Amount
Cash		Toronto-Dominion Bank (schedule 7)	
Stocks and Bonds (schedule 1)		Other lenders/financial institutions (schedule 7)	
Life insurance - Net c.s.v. (schedule 2)		Real estate loans (schedule 5)	
Accounts receivable/ Agreements for sale/mortgages (schedule 3)		Accounts payable/sales contracts Chattel mortgages (schedule 4)	
Real Estate (schedule 5)		Income tax unpaid - current year	
Vehicles (schedule 6)		Income tax unpaid - prior year(s)	
Other Assets (schedule 8)		Real estate taxes unpaid	
		Other liabilities (schedule 9)	
		Total Liabilities	
		Net Worth	
Total		Total	

Gross Annual Income	Annual Expenditures
Salary, Wages, Commissions etc.	Property taxes and assessments
Dividends and Interest	Real estate loan payments or rent
Rental income	Income taxes
Business or Professional income	Payments on loans, Charge accounts and other contracts
Other income (specify)	Insurance premiums
	Estimated living expenses
	Other (specify)
	Total Expenditures
Total Gross Income	Net Disposable Income

Section B:

I represent and warrant that (a) I am the legal and beneficial owner of all of the assets shown above, or in Appendix "A" as the case may be (the "Assets"), (b) the Assets are not subject to 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, except as specifically shown above (including the schedules) or in Appendix "A", (c) if a matrimonial home is included in the Assets described above, my spouse and I are currently occupying the property as our matrimonial home, or, if we are separated, my spouse is not occupying the property and has not claimed to occupy the property, (d) each item and the whole of my property is shown at a fair valuation, (e) I am not being sued and no Person is threatening to sue me except as may be described above (including the schedules), (f) there are no executions against me, (g) I do not owe anything to any other lender except as reported above (including the schedules) or in Appendix "A" as the case may be.

If any representation or warranty made above is incorrect, I hereby agree that, without limiting any other of the rights and remedies that The Toronto-Dominion Bank (the "Bank") may have in connection with the misrepresentation made by me, all my present and future indebtedness to the Bank may at the sole discretion of the Bank, forthwith become due and payable and the present and future indebtedness of any other Person, which has been guaranteed by me, may at the sole discretion of the Bank, forthwith become due and payable.

I understand that the Bank is relying on the representations made in this Agreement for the purpose of extending credit to me and to any Person whose indebtedness and liability may, from time to time, be guaranteed by me.

I understand that Section C applies to my Information and not to the information of a corporation, partnership, joint venture, trust, unincorporated association, institution, or other entity in which I am a shareholder or member and which is carrying on business, including without limitation, any Person whose indebtedness and liability has been guaranteed by me.

* "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).

Section C:

PRIVACY AGREEMENT

In this Agreement, the words "you" and "your" mean: (i) any individual who has requested from us, or offered to provide a guarantee for, any product or service offered by us; (ii) any individual, or that individual's authorized representative, carrying on business alone; (iii) any individual in partnership with any other individual(s); and (iv) the signing authorities, as identified to us of any entity. The words "we", "us" and "our" mean TD Bank Group ("TD"). TD includes The Toronto-Dominion Bank and its world-wide affiliates, which provide deposit, investment, loan, securities, trust, insurance and other products or services. The word "Information" means personal, financial and other details about you that you provide to us and we obtain from others outside TD, including through the products and services that are provided by us to the entity with which you are associated.

You acknowledge, authorize and agree as follows:

COLLECTING AND USING YOUR INFORMATION

At the time you request to begin a relationship with us and during the course of our relationship, we may collect Information including:

- details about you and your background, including your name, address, contact information, date of birth, occupation and other identification
- records that reflect your dealings with and through us
- your preferences and activities.

This Information may be collected from you and from sources within or outside TD, including from:

- government agencies and registries, law enforcement authorities and public records
- credit reporting agencies
- other financial or lending institutions
- organizations with whom you make arrangements, other service providers or agents, including payment card networks
- references or other information you have provided
- persons authorized to act on your behalf under a power of attorney or other legal authority
- your interactions with us, including in person, over the phone, at the ATM, on your mobile device or through email or the Internet
- records that reflect your dealings with and through us

You authorize the collection of Information from these sources and, if applicable, you authorize these sources to give us the Information.

We will limit the collection and use of Information to what we require in order to serve you as our customer and to administer our business, including to:

- verify your identity
- evaluate and process your application, accounts, transactions and reports
- provide you with ongoing service and information related to the products, accounts and services you hold with us
- analyze your needs and activities to help us serve you better and develop new products and services
- help protect you and us against fraud and error
- help manage and assess our risks, operations and relationship with you
- help us collect a debt or enforce an obligation owed to us by you
- comply with applicable laws and requirements of regulators, including self-regulatory organizations.

DISCLOSING YOUR INFORMATION

We may disclose Information, including as follows:

- with your consent
- in response to a court order, search warrant or other demand or request, which we believe to be valid
- to meet requests for information from regulators, including self-regulatory organizations of which we are a member or participant, or to satisfy legal and regulatory requirements applicable to us
- to suppliers, agents and other organizations that perform services for you or for us, or on our behalf
- to payment card networks in order to operate or administer the payment card system that supports the products, services or accounts you have with us (including for any products or services provided or made available by the payment card network as part of your product, services or accounts with us), or for any contests or other promotions they may make available to you
- on the death of a joint account holder with right of survivorship, we may release any information regarding the joint account up to the date of death to the estate representative of the deceased, except in Quebec where the liquidator is entitled to all account information up to and after the date of death
- when we buy a business or sell all or part of our business or when considering those transactions
- to help us collect a debt or enforce an obligation owed to us by you
- where permitted by law

SHARING INFORMATION WITHIN TD

Within TD we may share Information world-wide, other than health-related Information, for the following purposes:

- to manage your total relationship within TD, including servicing your accounts and maintaining consistent Information about you
- to manage and assess our risks and operations, including to collect a debt owed to us by you.
- to comply with legal or regulatory requirements.

You may not withdraw your consent for these purposes.

Within TD we may also share Information world-wide, other than health-related Information, to allow other businesses within TD to tell you about products and services. In order to understand how we use your Information for marketing purposes and how you can withdraw your consent, refer to the Marketing Purposes section below.

ADDITIONAL COLLECTIONS, USES AND DISCLOSURES

Social Insurance Number (SIN) - If requesting products, accounts or services that may generate interest or other investment income, we will ask for your SIN for revenue reporting purposes. This is required by the Income Tax Act (Canada). If we ask for your SIN for other products or services, it is your option to provide it. When you provide us with your SIN, we may also use it as an aid to identify you and to keep your Information separate from that of other customers with a similar name, including through the credit granting process. You may choose not to have us use your SIN as an aid to identify you with credit reporting agencies.

Credit Reporting Agencies and Other Lenders - For a credit card, line of credit, loan, mortgage or other credit facility, merchant services, or a deposit account with overdraft protection, hold and/or withdrawal or transaction limits, we will exchange Information and reports about you with credit reporting agencies and other lenders at the time of and during the application process, and on an ongoing basis to review and verify your creditworthiness, establish credit and hold limits, help us collect a debt or enforce an obligation owed to us by you, and/or manage and assess our risks. You may choose not to have us conduct a credit check in order to assess an application for credit. Once you have such a facility or product with us and for a reasonable period of time afterwards, we may from time to time disclose your Information to other lenders and credit reporting agencies requesting such Information, which helps establish your credit history and supports the credit granting and processing functions in general. We may obtain Information and reports about you from Equifax Canada Inc., Trans Union of Canada, Inc. or any other credit reporting agency. You may access and rectify any of your personal information contained in their files by contacting them directly through their respective websites www.consumer.equifax.ca and www.transunion.ca. Once you have applied for any credit product with us, you may not withdraw your consent to this exchange of Information.

Fraud - In order to prevent, detect or suppress financial abuse, fraud, criminal activity, protect our assets and interests, assist us with any internal or external investigation into potentially illegal or suspicious activity or manage, defend or settle any actual or potential loss in connection with the foregoing, we may collect from, use and disclose your Information to any person or organization, fraud prevention agency, regulatory or government body, the operator of any database or registry used to check information provided against existing information, or other insurance companies or financial or lending institutions. For these purposes, your Information may be pooled with data belonging to other individuals and subject to data analytics.

Insurance - This section applies if you are applying for, requesting prescreening for, modifying or making a claim under, or have included with your product, service or account, an insurance product that we insure, reinsure, administer or sell. We may collect, use, disclose and retain your Information, including health-related Information. We may collect this Information from you or any health care professional, medically-related facility, insurance company, government agency, organizations who manage public information data banks, or insurance information bureaus, including MIB Group, Inc. and the Insurance Bureau of Canada, with knowledge of your Information.

With regard to life and health insurance, we may also obtain a personal investigation report prepared in connection with verifying and/or authenticating the information you provide in your application or as part of the claims process.

With regard to home and auto insurance, we may also obtain Information about you from credit reporting agencies at the time of, and during the application process and on an ongoing basis to verify your creditworthiness, perform a risk analysis and determine your premium.

We may use your Information to:

- determine your eligibility for insurance coverage
- administer your insurance and our relationship with you
- determine your insurance premium
- investigate and adjudicate your claims
- help manage and assess our risks and operations.

We may share your Information with any health-care professional, medically-related facility, insurance company, organizations who manage public information data banks, or insurance information bureaus, including the MIB Group, Inc. and the Insurance Bureau of Canada, to allow them to properly answer questions when providing us with Information about you. We may share lab results about infectious diseases with appropriate public health authorities.

If we collect your health-related Information for the purposes described above, it will not be shared within TD, except to the extent that a TD company insures, reinsures, administers or sells relevant coverage and the disclosure is required for the purposes described above. Your Information, including health-related Information, may be shared with administrators, service providers, reinsurers and prospective insurers and reinsurers of our insurance operations, as well as their administrators and service providers for these purposes.

Marketing Purposes - We may also use your Information for marketing purposes, including to:

- tell you about other products and services that may be of interest to you, including those offered by other businesses within TD and third parties we select
- determine your eligibility to participate in contests, surveys or promotions
- conduct research, analysis, modeling, and surveys to assess your satisfaction with us as a customer, and to develop products and services
- contact you by telephone, fax, text messaging, or other electronic means and automatic dialing-announcing device, at the numbers you have provided us, or by ATM, internet, mail, email and other methods.

With respect to these marketing purposes, you may choose not to have us:

- contact you occasionally either by telephone, fax, text message, ATM, internet, mail, email or all of these methods, with offers that may be of interest to you
- contact you to participate in customer research and surveys.

Telephone and Internet discussions - When speaking with one of our telephone service representatives, internet live chat agents, or messaging with us through social media, we may monitor and/or record our discussions for our mutual protection, to enhance customer service and to confirm our discussions with you.

MORE INFORMATION

This Agreement must be read together with our Privacy Code. You acknowledge that the Privacy Code forms part of the Privacy Agreement. For further details about this Agreement and our privacy practices, visit www.td.com/privacy or contact us for a copy.

You acknowledge that we may amend this Agreement and our Privacy Code from time to time. We will post the revised Agreement and Privacy Code on our website listed above. We may also make them available at our branches or other premises or send them to you by mail. You acknowledge, authorize and agree to be bound by such amendments.

If you wish to opt-out or withdraw your consent at any time for any of the opt-out choices described in this Agreement, you may do so by contacting us at 1-866-567-8888. Please read our Privacy Code for further details about your opt-out choices.

Signature: _____

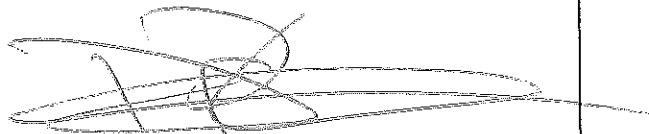
Date: _____

Signature: _____

Date: _____

Schedule 1 - stocks and bonds				Schedule 2 - life insurance					
No of shares or par value of bonds	Description	Registered in name of	Market Value	Face Amount	Company	Beneficiary	Net C.S.V		
Total				Total					
Schedule 3 - accounts receivable/agreements for sale/mortgages				Schedule 4 - accounts payable/sales contracts/chattel mortgages					
Name of payer		Monthly Payment	Amount Outstanding	Maturity Date	To whom payable	Monthly Payment	Amount Outstanding	Security	
Total					Total				
Schedule 5 - real estate									
Location/ Description	Registered owner	Date Searched	Date Purchased	Cost	Market Value	Mortgagee	Monthly Payment	Amount Outstanding	Taxes Paid to
Total					Total				
Schedule 6 - vehicles					Schedule 7 - liabilities				
Year	Make and Model	Market Value	Monthly Payment	Amount Outstanding	Name and address of bank, finance company, etc. Visa, mastercard and other charge accounts		Monthly Payment	Amount Outstanding	
Total					Total				
Schedule 8 - other assets		Schedule 9 - other liabilities		Sundry information					
Description	Amount	Description	Amount	1. Are you liable as co-signor or guarantor? <input type="checkbox"/> Yes <input type="checkbox"/> No 2. Are there any suits or judgements against you? <input type="checkbox"/> Yes <input type="checkbox"/> No 3. Have you previously borrowed from other banks? <input type="checkbox"/> Yes <input type="checkbox"/> No 4. Are you now or have you ever been bankrupt? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes to any of the above, give full details on separate sheet.					
Total		Total							

This is Exhibit "V" referred to in the affidavit of K. Hotel sworn before me at Calgary this 25 day of October 2024.

A handwritten signature in black ink, appearing to be 'Derek Pontin', written over a horizontal line.

A Commissioner for taking Affidavits within Alberta

Derek Pontin
Barrister and Solicitor



Commercial Banking

Financial Restructuring Group
 TD Canada Trust Tower
 421-7th Avenue S.W., 10th Floor.
 Calgary, Alberta.
 T2P 4K9

Telephone No.: 403-241-8804

Fax No.: 403-292-2863

August 20, 2024

Private and Confidential

Deloitte Restructuring Inc.
 410 West Georgia Street
 Vancouver, BC V6B 0S7
 Canada

Attention: Jeff Keeble, Senior Vice President

Dear Sirs:

Subject: Borrowings of Uppal Farms and Greenhouses Ltd. from TD Commercial Bank

This letter confirms the terms of the engagement of Deloitte Restructuring Inc. ("**Deloitte**" or "**Consultant**") by TD Commercial Bank (the "**Lender**" or the "**Bank**") to act as a consultant, to assess the operations, business plan and financial position of Uppal Farms and Greenhouses Ltd. (the "**Company**" or the "**Debtor**") effective as of the date of this letter.

Scope of services

Deloitte will provide the following financial consulting services, subject to the review, consideration and approval of the Lender:

- Assess the Company's financial position and historical operating results;
- Assess the Company's potential immediate working capital needs and financial forecasts, including its 13-week projected cash flows (the "**Weekly Cash Flow Projection**"), FY24 budget, capital expenditure requirements, and related underlying assumptions and the Company's future operating outlook;
- Assess the Company's weekly cash receipts and disbursements as against the Weekly Cash Flow Projection;
- Assess the Company's business plan and future business prospects and the financial impact of this plan on the future viability of the Company;
- Assess other claims which may rank in priority to the Bank's claims against the Debtors as well as any other liens which encumber the Debtor's assets; and
- Provide advice and recommendations, from a leading business perspective to the Bank, as it formulates, negotiates and completes any agreement that the Bank may wish to enter into with the Debtors with regard to the Debtors' indebtedness.

Reporting

Deloitte will communicate the status of its work to the Lender throughout the engagement. Upon completion of the engagement, Deloitte will provide the Lender with a written report in accordance with the scope of services described above.

A draft of the factual sections of the report will be shown to the Company. All draft sections will be reviewed and approved by the Company prior to submission to the Lender and to provide comments thereon. Deloitte will ask the Company to confirm that the facts, as stated, are accurate in all material respects and that they are not aware of any material matters that have been excluded. Deloitte is, however, under no obligation to change its reports as a result of the Company's comments. In no event will Deloitte provide or show to the Company a draft or final copy of any analysis, conclusions or recommendations contained in any report to the Lender, or otherwise.

Timing

The timing of the completion of the engagement will be dependent on the co-operation that Deloitte receives from the Company and the availability of its senior management and staff. Deloitte will be relying on the Company's financial and management information systems as well as operational and management reports being current, accurate and reliable.

Deloitte will use commercially reasonable efforts to carry out its work on a timely basis and will inform the Lender of any difficulties it encounters. The production and timing of Deloitte's reports assumes that the information it requires to carry out its work will be made available promptly and in good order by the Company. Notwithstanding the above, Deloitte will inform the Lender as soon as possible of any matters of a material nature which come to your attention during the course of your work.

Engagement team

This engagement will be under the direction of Jeff Keeble who will maintain overall responsibility for the engagement on behalf of Deloitte. The engagement team will include other professionals, as necessary, to complete the engagement on a timely basis.

Professional Fees

Deloitte's fees will be based on the amount of professional time required at its standard hourly billing rates, which vary depending upon the experience level of and relative time spent by the professionals involved, subject to Section 5 – Fees and payment in the attached General Business Terms. Your bills will also include reasonable out-of-pocket expenses.

The current discounted hourly billing rates, by classification, are as follows:

Position	Hourly Rate (\$)
Partner	675
Director	575
Senior Manager	525
Manager	450
Senior Associate	375
Analyst / Administrator	275

Disclosure of relationships

An internal search of Deloitte records was performed for any potential Lender conflicts based solely on the names of the parties that the Lender provided, which are listed below:

- Uppal Farms and Greenhouses Ltd.
- Bhalvinder Kaur Thandi
- Jagrajbir Kaur Uppal
- Gurminder Singh Uppal
- Pawanbir Singh Uppal

You have informed us that, based on your conflicts search, you are not aware of any conflict that would affect your ability to act impartially.

General business terms

The attached General Business Terms form part of our mutual agreement concerning this engagement. By signing this agreement the parties agree to be bound by these General Business Terms. In the event of a conflict between this letter and the General Business Terms, the General Business Terms shall take precedence, provided that if the letter specifically states that a particular term shall take precedence over the General Business Terms, the letter shall take precedence with respect to that term.

Confirmation

Please confirm your acceptance of this agreement by signing both copies of this letter in the space provided below and returning one signed copy of the letter to us.

Yours truly,

TD Commercial Bank



Signature of authorized signing officer

Krista Hotel

Name

Account Manager, Financial Restructuring Group

Title

Deloitte Restructuring Inc. hereby accepts this appointment and agrees to the terms and conditions.

Dated at Vancouver, BC, this 20th day of August, 2024.



Signature of Deloitte Restructuring Inc.

Jeff Keeble

Name of Engagement Partner

Senior Vice President

Title

Consent and agreement

Uppal Farms and Greenhouses Ltd. (the “Company”) hereby consents and agrees to the appointment of Deloitte Restructuring Inc. (“Deloitte”) as a consultant by TD Commercial Bank (the “Lender” or “Bank”) in accordance with the above letter of engagement and the General Business Terms forming part thereof (the “General Business Terms”) and acknowledges that it has read and understands the terms and conditions of the letter.

The Company hereby:

1. Agrees that Deloitte shall have unrestricted access to all information concerning the Company’s undertaking, property and affairs in order to carry out this engagement. Deloitte shall have complete and open access to all premises, offices, files and records of every kind and description, including all business, accounting, legal and other records, documents and files, including copies thereof (the “Information”) of the Company. The Company’s officers, directors, partners, employees, agents and consultants shall answer all questions put to them truthfully and to the best of their ability and the Company shall instruct its officers, directors, employees, agents, consultants, bankers, accountants, solicitors and other advisors to provide any and all Information required by Deloitte. Deloitte may make copies of any and all documents, including electronically stored data and computer records, which Deloitte considers necessary to complete its review.
2. Agrees to use reasonable skill, care and attention to ensure that all information provided to Deloitte is accurate and complete and will notify Deloitte if it subsequently learns that the Information provided is incorrect or inaccurate or otherwise should not be relied on.
3. Authorizes the Lender to disclose to Deloitte any information the Lender has concerning the Company, its business and affairs. In addition, the Company authorizes Deloitte to report any financial or other information gathered by Deloitte to the Lender and its advisors.
4. Agrees that neither the Lender nor Deloitte shall have any responsibility for any decisions and activities by the Company during the period of the review by Deloitte and that Deloitte will have no management responsibilities to the Company and that nothing herein or done pursuant to this engagement will constitute an arrangement, agreement or relationship between the Company and Deloitte. The Company will be solely responsible for making all management decisions, performing all management functions and establishing and maintaining internal controls, including, without limitation, monitoring ongoing activities. The Company shall not hold out to any person that Deloitte is acting other than as a consultant to the Lender for the purpose of reporting and making recommendations to the Lender on the operations and affairs of the Company.
5. Acknowledges that all of the terms of the security and guarantees given to the Lender in relation to the credit facilities and indebtedness and liabilities of the Company to the Lender remain in full force and effect and are in no way waived or restrained, notwithstanding this appointment of Deloitte as consultant. The engagement of Deloitte shall not prejudice or impair or adversely affect the rights and remedies of the Lender against the Company or any guarantor or pursuant to any security, guarantees or agreements the Lender may have or require the Lender to delay in enforcing any of these rights and remedies, nor shall it operate as a waiver by the Lender of any defaults or events of default which may exist in relation to any of the credit facilities of the Company with the Lender or any security, guarantees or other agreements held by the Lender.
6. Agrees that Deloitte may obtain legal advice from the Lender’s legal advisers relative to this engagement.
7. Agrees to indemnify the Lender with respect to the fees and expenses of Deloitte, including legal costs, related to this engagement and agrees to settle the accounts rendered by Deloitte directly upon

Consent and agreement

Page 2

receipt of such invoices from the Lender. Any fees paid by the Lender to Deloitte in connection with this engagement shall be treated as an advance to the Company by the Lender.

8. Agrees that neither Deloitte nor the Lender shall have any liability, responsibility or obligation to the Company, whether in contract, negligence, tort or otherwise, arising in respect of any cause, matter or thing existing as of the date hereof or arising in respect of this engagement of Deloitte by the Lender or any addition to or variation thereof, and the Company agree to indemnify and save each of Deloitte and the Lender harmless of and from any and all claims, demands, liabilities, losses and expenses sustained or incurred by either or both of them arising out of the engagement of Deloitte as consultant in accordance herewith.
9. Agrees that during the course of this engagement, Deloitte may collect personal information about identifiable individuals ("**Personal Information**"), either from the Company or from third parties. The Company and Deloitte agree that Deloitte will collect, use and disclose Personal Information solely for purposes related to its appointment as consultant by the Lender.
10. Agrees to maintain the confidentiality of the report and other information contained therein and will disclose it only to its management and other employees who need to have access to the same and to its legal counsel in this matter only after it secures their agreement in writing to maintain the confidentiality of the report and information.

By signature of the undersigned signing officer, the Company further acknowledges and confirms that the Company has received no commitment, representation or warranty from the Lender or Deloitte in connection with this engagement, and the Lender reserves all rights and remedies, including the rights to enforce any of its rights in connection with the financing arrangements among the Company, the Lender and its customers. The Company also acknowledges having been informed that, depending upon subsequent events, Deloitte Restructuring Inc. may be appointed to act as agent, interim receiver, receiver, receiver and manager, CCAA monitor, trustee in bankruptcy, trustee under a *Bankruptcy and Insolvency Act* proposal of any of the undertaking, property and assets of the Company and the Company agrees that it will not object to the appointment of Deloitte in any capacity and that such appointment shall not be a conflict of interest by virtue of Deloitte Restructuring Inc. having been appointed as consultant as provided for herein.

Consent and agreement

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Acknowledgement and Consent of the Company

The Company hereby consents and agrees to the appointment of Deloitte as consultant by TD Commercial Bank in accordance with the above letter of engagement and the General Business Terms forming part thereof and acknowledges that they have read and understood the terms and conditions of the letter, and the Consent and agreement executed by Uppal Farms and Greenhouses Ltd.

Dated at Surrey, this 6 ^{Sept} day of ~~August~~, 2024.

Uppal Farms and Greenhouses Ltd.

Bhalinder K Thandi
Signature of authorized signing officer

J. K. UPPAL
Signature of authorized signing officer

BHALVINDER KARE THANDI
Name

JASRAJ KARE UPPAL
Name

DIRECTOR
Title

DIRECTOR
Title

[Signature]
SIGNATURE

[Signature]
SIGNATURE

GURMINDER SINGH UPPAL
NAME

PARWANJIA SINGH UPPAL
NAME

DIRECTOR
TITLE

DIRECTOR
TITLE

General business terms

The following general business terms (the “terms”) apply to the engagement agreement between Deloitte Restructuring Inc. (“Deloitte”) and TD Commercial Bank as secured lender (the “Lender”) to Uppal Farms and Greenhouses Ltd. (the “Company”) except as expressly set forth in the engagement letter to which these Terms are attached (the “Engagement Letter”).

1. Contracting parties

- a. **Definitions:** “Deloitte” or “Deloitte Canada” shall mean Deloitte Restructuring Inc. and where appropriate its directors, officers, partners, principals, professional corporations, employees, agents, subsidiaries and affiliates and to the extent providing services under the Engagement Letter, the member firms of Deloitte Touche Tohmatsu Limited, the subsidiaries and affiliates of such member firms, and all of their respective directors, officers, partners, principals, professional corporations, employees, agents; and in all cases any successor or assignee (collectively, “Deloitte Entities”).
- b. This Engagement Letter is between the Lender and Deloitte Canada. The Lender agrees that its relationship is solely with Deloitte Canada as the entity contracting with the Lender to provide the services covered by this Engagement Letter. Notwithstanding the fact that certain services covered by this Engagement Letter may be carried out by personnel provided to Deloitte Canada from other Deloitte Entities through service or other agreements, Deloitte Canada remains solely responsible and liable to the Lender for all services covered by the Engagement Letter. Accordingly, the Lender agrees that none of the Deloitte Entities (except Deloitte Canada) will have any liability to the Lender, and the Lender will not bring any claims or proceedings of any nature (whether in contract, tort, breach of statutory duty, or otherwise and including, but not limited to, a claim or negligence) in any way in respect of or in connection with this engagement against any of the Deloitte Entities (except Deloitte Canada) or against any subcontractors that Deloitte Canada may use to provide the services covered by this Engagement Letter.
- c. To the extent that Deloitte Entities (other than Deloitte Canada) are providing services to Deloitte Canada in connection with this engagement as subcontractors to Deloitte Canada, then the term “Deloitte” should read as “Deloitte Entities” for purposes of these Terms.

2. Services

- a. It is understood and agreed that the services to be provided under the Engagement Letter (the “Services”) may include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and be made by, the Lender. In connection with Deloitte’s Services, Deloitte shall be entitled to rely on all decisions and approvals of the Lender.
- b. The Services conducted by Deloitte cannot be relied upon to disclose errors or fraud should they exist. The Services will not constitute an audit conducted in accordance with generally accepted auditing standards, an examination or compilation of, or the performance of agreed upon procedures with respect to prospective financial information, an examination of or any other form of assurance with respect to internal controls, or other attestation or review services in accordance with standards or rules established by the Chartered Professional Accountants of Canada or other regulatory body. Deloitte will not express an opinion or any other form of assurance on any operating or internal controls, financial statements, forecasts, projections or other financial information.

General business terms

Page 2

- c. Neither the Services or any advice or reports in connection therewith are intended to be, nor shall be construed to be, "investment advice" within the meaning of the US Investment Advisors Act of 1940. In the performance of the Services, Deloitte will not perform any evaluation of internal controls and procedures for financial reporting upon which the Lender's management can base its assertion in connection with the US Sarbanes-Oxley Act of 2002 or related rules or regulations ("Sarbanes-Oxley"). Deloitte will make no representations or warranties and will provide no assurances that the Company's disclosure controls and procedures are compliant with the certification requirements of and internal controls and procedures for financial reporting are effective as required by Sarbanes-Oxley or any other standards or rules, including, without limitation, Sections 302 and 404 of Sarbanes-Oxley. The Services will be conducted in accordance with these Terms and, to the extent performed by the subsidiaries of Deloitte & Touche USA LLP, in accordance with the *Statement of Standards for Consulting Services* established by the American Institute of Certified Public Accountants.

3. Term

Unless terminated sooner in accordance with its terms, this engagement shall terminate on the completion of the Services. Either party may terminate this engagement at any time upon giving at least five (5) days written notice to that effect to the other party, provided that in the event of termination for cause, the breaching party shall have the right to cure the breach within the notice period. In the event of termination pursuant to this paragraph, the Lender agrees to compensate Deloitte under the terms of the Engagement Letter for Services performed and expenses incurred through the effective date of termination.

4. Timely performance

Deloitte will endeavour to complete within any agreed upon time-frame the performance of the Services. However, Deloitte will not be liable for failures or delays in performance that arise from causes beyond Deloitte's control, including the untimely performance by the Company of its obligations in assisting Deloitte with respect to this engagement.

5. Fees and payment

- a. Unless otherwise specifically agreed in the Engagement Letter, Deloitte's fees will be based on standard hourly rates, which vary depending upon the experience level of the professionals involved. In the normal course of business, Deloitte revises its standard hourly rates to reflect changes in responsibilities, increased experience, and increased costs of doing business. Changes in standard hourly rates will be noted on the invoices for the first time period in which the revised rates become effective.
- b. In addition to professional fees, the Lender will reimburse Deloitte for Deloitte's reasonable out of pocket expenses incurred in connection with this engagement, including travel, meals, hotels and disbursements for outside legal counsel or any other consultants engaged by Deloitte with the prior consent of Lender. Deloitte invoices will also include a reduced standard charge of 3% of professional fees for technology, support personnel, telecom, printing and other similar administrative charges. Expenses will be stated separately on the invoices.
- c. All fees and other charges do not include any applicable federal, provincial or other goods and services or sales taxes, or any other taxes or duties whether presently in force or imposed in the

General business terms

Page 3

future. Any such taxes or duties shall be assumed and paid by the Lender without deduction from the fees and charges hereunder.

- d. Deloitte's invoices shall be due upon receipt. Any disputes relating to fees shall be resolved by the parties in accordance with the dispute resolution process included herein.
- e. In the event of any disputes, claims, or controversies arising out of or related to this Agreement ("**Disputes**"), a party shall notify the other in writing. The parties shall, using diligent efforts, attempt to resolve the Dispute in accordance with the following escalation process. Disputes shall first be referred to Deloitte's engagement partner and Client's counsel. If they are unable to resolve the Dispute within fifteen (15) days of the notice of the Dispute, the Dispute will be escalated to Deloitte's lead client service partner and Client's counsel. If they are unable to resolve the Dispute within fifteen (15) additional days, then each party may exercise any rights it may have under this Agreement, at law or in equity, including the right to suspend its obligations under this Agreement.
- f. To the extent that as part of the Services to be performed by Deloitte as described in the engagement letter, Deloitte Canada personnel are required to perform the services in the United States of America ("**US Business**"), the Lender and Deloitte Canada agree to assign performance of the US Business to Deloitte Canada LP, an affiliate of Deloitte. All services performed by Deloitte Canada LP shall be performed under the direction of Deloitte Canada which shall remain responsible to the Lender for such Services. Deloitte Canada LP shall invoice the Lender with respect to the US Business and Deloitte will invoice for services performed in Canada ("**Canadian Business**"). Payment for US business and/or Canadian Business can be settled with one payment to Deloitte.

6. Independence

- a. Deloitte Canada may terminate this engagement upon written notice to the Lender if it determines that (i) a governmental, regulatory or professional entity (including, without limitation, provincial accounting institutes, Canadian and foreign securities commissions, the Canadian Public Accountability Board and the Public Company Accounting Oversight Board) or an entity having the force of law has introduced a new, or modified an existing, law, rule, regulation, interpretation or decision the result of which would render the performance by Deloitte of any part of the engagement illegal or otherwise unlawful or in conflict with independence or professional rules, or (ii) circumstances change (including, without limitation, changes in ownership of the Lender or any of its affiliates) such that the performance by Deloitte of any part of the engagement would be illegal or otherwise unlawful or in conflict with independence or professional rules. Upon termination of the engagement, the Lender will compensate Deloitte Canada under the terms of the Engagement Letter for the Services performed and expenses incurred through the effective date of termination.
- b. In the event that Deloitte, a member firm of Deloitte Touche Tohmatsu Limited or any affiliate of such a member firm, provides audit services for Lender, parent of Lender or affiliate of Lender, Lender acknowledges that Lender has adhered to all regulatory requirements regarding the provision of non-audit services by Deloitte Canada or member firm of Deloitte Touche Tohmatsu Limited or any affiliate of such a member firm in accordance with applicable laws, regulations and rules that apply to the Lender, including audit committee pre-approval requirements.

7. Conflict of interest

- a. *Notification and resolution.* Should Deloitte Canada determine that there is a potential conflict of interest in connection with its performance of the Services, Deloitte Canada will advise the Lender promptly and endeavour to resolve such potential conflict. Also, the Lender agrees to

notify Deloitte Canada promptly of any potential conflict affecting this engagement of which it is, or becomes aware. Where a potential conflict is identified by either party and Deloitte Canada believes the Lender's interests can be properly safeguarded by the implementation of appropriate procedures, Deloitte Canada will discuss and agree such procedures with the Lender.

- b. *Non-exclusivity.* Having engaged Deloitte Canada for the limited purpose set out in the Engagement Letter, the Lender agrees on behalf of itself and its affiliates that no Deloitte Entity is precluded from acting in any capacity for any other party and that the Lender's engagement of Deloitte Canada in this matter will not be asserted by the Lender as a basis for disqualifying Deloitte Canada, an affiliate of Deloitte Canada or a member firm of Deloitte Touche Tohmatsu Limited or any of their respective affiliates from acting for any other party. The Lender agrees to waive any real or potential conflict of interest of Deloitte Canada, an affiliate of Deloitte Canada or a member firm of Deloitte Touche Tohmatsu Limited or any of their respective affiliates in connection with Deloitte's Services for the Lender under the terms of the Engagement Letter.
- c. In the event that Deloitte Canada, an affiliate of Deloitte Canada or a member firm of Deloitte Touche Tohmatsu Limited or any of their respective affiliates acts for any other party, (i) Deloitte will not disclose any Confidential Information (defined below) that the Lender provides to Deloitte in connection with this engagement and will not use such Confidential Information for another party's benefit, and (ii) Deloitte will establish appropriate ethical walls between the persons involved in advising the Lender under this engagement and the persons involved in advising another party.

8. Lender responsibilities

- a. *Cooperation.* The Company shall cooperate with Deloitte in the performance by Deloitte of the Services, including, without limitation, providing Deloitte with reasonable facilities and timely access to data, information and personnel of the Company. The Company shall be responsible for the performance of its personnel and agents and for the accuracy and completeness of all data and information provided to Deloitte for purposes of the performance by Deloitte of the Services hereunder.
- b. *Management.* The Lender shall be solely responsible for, among other things: (i) making all management decisions in connection with the loan; (ii) designating a competent management member to oversee the Services; (iii) evaluating the adequacy and results of the Services; (iv) accepting responsibility for the results of the Services.

9. Information

- a. *Access and reliance.* The Lender will make available to Deloitte all information (financial or otherwise) reasonably necessary to enable Deloitte to provide the Services. The Lender will also provide Deloitte with any information, advice and opinions relevant to the engagement that may be delivered by third parties, such as legal counsel (except where necessary to preserve privilege) and accounting, financial, environmental or other advisors, and will ensure that such third parties co-operate with Deloitte on matters considered by Deloitte to be relevant to the engagement. In carrying out its Services, Deloitte will rely on information that is publicly available, prepared or supplied by the Lender or provided to Deloitte by third parties. Deloitte will be entitled to rely on, and is under no obligation to verify, the accuracy or completeness of such information and Deloitte has no responsibility for the accuracy or completeness of the information provided by, or on behalf of, Lender or other parties. This engagement cannot be relied upon to disclose errors or fraud should they exist. Further, Deloitte is under no obligation to investigate any changes that may occur in such information subsequent to the date thereof.

- b. The Company represents and warrants that all information provided to Deloitte Canada, directly or indirectly, orally or in writing, by the Company or its agents and advisors in connection with the engagement will be accurate and complete in all material respects and will not be misleading in any material respect. Upon request, the Company will provide Deloitte Canada with a separate written representation confirming the accuracy and completeness of the information provided to Deloitte Canada and the information included, or to be included, in any information documents with respect to the Company.
- c. **Confidentiality.** To the extent that, in connection with this engagement, Deloitte comes into possession of any proprietary or confidential information of the Company ("Confidential Information") including Personal Information as defined in section 12(b) below, Deloitte will not disclose such information to any third party and the Deloitte Entities, without the Lender's consent, except as may be required or permitted by law, regulation, judicial or administrative process, or in accordance with applicable professional standards, or in connection with litigation pertaining thereto "Confidential Information" shall not include information which:
 - i. shall have otherwise become publicly available (including, without limitation, any information filed with any governmental agency and available to the public) other than as the result of a disclosure by Deloitte in breach hereof;
 - ii. is disclosed by the Lender or the Company to a third party without substantially the same restrictions as set forth herein;
 - iii. becomes available to Deloitte on a non-confidential basis from a source other than the Lender or the Company which Deloitte believes is not prohibited from disclosing such information to Deloitte by obligation to the Lender;
 - iv. is known by Deloitte prior to its receipt from the Lender or the Company without any obligation of confidentiality with respect thereto; or
 - v. is developed by Deloitte independently of any disclosures made by the Lender or the Company to Deloitte of such information.
- d. **Prospective financial information.** Unless Deloitte Canada and the Lender agree otherwise in the Engagement Letter, Deloitte will not compile, examine or apply other procedures to prospective financial information of the Company in accordance with Chartered Professional Accountants of Canada Standards and accordingly, will express no opinion or any other form of assurance or representations concerning its accuracy, completeness or presentation format. Any financial forecasts or projections belong to the Company and are the sole responsibility of such management. There will usually be differences between projected and actual results, because events and circumstances frequently do not occur as expected or predicted, and those differences may be material.
- e. Deloitte will not return or provide records or information obtained in the course of the engagement to the Lender if it is illegal to do so or if Deloitte is requested to withhold the records or information by law enforcement or other public or regulatory authorities (regardless of whether the engagement has been terminated).

10. Reporting

- a. **Qualifications to advice, opinions, and reports.** Any advice, opinions, or reports provided by Deloitte will be made subject to, and will be based upon, such assumptions, limitations, qualifications and reservations as Deloitte, in its judgment, deems necessary or prudent in the circumstances, including without limitation: (i) the time available to perform the Services, (ii) the information, data, opinions, advice and representations made available to Deloitte, and (iii) access to the Lender's management, advisors and agents.

- b. **Amendments to reports.** Deloitte reserves the right to amend its advice, opinions, and reports accordingly, in the event that new information becomes available which may be contrary to or different from that which is set out to the Lender in documents or verbal reports. Notwithstanding the foregoing, Deloitte has no responsibility for performing any services or procedures beyond those agreed to by Lender and Deloitte Canada or for updating the Services performed.
- c. **Limitation on use and distribution.** Except as otherwise agreed in writing, all services in connection with this engagement shall be solely for the Lender's internal purposes and use, and this engagement does not create privity between Deloitte and any person or party other than the Lender ("Third Party"). This engagement is not intended for the express or implied benefit of any third party. No third party is entitled to rely, in any manner or for any purpose, on the advice, opinions, reports, or Services of Deloitte. The Lender further agrees that the advice, opinions, reports or other materials prepared or provided by Deloitte are to be used only for the purpose contemplated by the Engagement Letter and shall not be distributed to any third party without the prior written consent of Deloitte Canada.
- d. **Ownership.** Deloitte shall retain all right, title and interest in the reports, opinions and other documents provided by Deloitte to the Lender and the Lender shall be entitled to use such material in accordance with section 10(c).

11. Indemnification and limitation on liability

- a. **Application.** The provisions of this Section 11 shall apply to the fullest extent of the law, whether in contract, statute, tort (such as negligence), or otherwise. This Section shall survive termination or expiry of the engagement. The provisions of this Section are not applicable to the extent that mandatory provisions of applicable regulatory bodies prohibit a professional financial advisor from limiting liability.
- b. **Limitation on liability.** The Lender and Deloitte Canada agree to the following with respect to Deloitte's liability to the Lender:
 - i. The Lender agrees that Deloitte shall not be liable to the Lender for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the services performed hereunder for an aggregate amount in excess of the higher of (i) three times the fees paid by the Lender to Deloitte under the engagement, and (ii) \$1 million, provided such damages were not caused by Deloitte's gross negligence or willful misconduct.
 - ii. In no event shall Deloitte be liable for consequential, special, indirect, incidental, punitive or exemplary loss, damage, or expense relating to this engagement or any loss of revenue or profit or any other commercial or economic loss or failure to realize expected savings.
 - iii. In any action, claim, loss or damage arising out of the engagement, the Lender agrees that Deloitte's liability will be several and not joint and several and the Lender may only claim payment from Deloitte of Deloitte's proportionate share of the total liability based on the degree of fault of Deloitte as finally determined by a court of competent jurisdiction.
- c. **Limitation on actions.** No action, regardless of form, relating to this engagement, may be brought by either party more than two years after the cause of action has accrued, except for an action for non-payment of fees.

12. Other

- a. **Regulatory or legal action.** The Lender will notify Deloitte Canada promptly of any request received by the Lender from any third party, including a regulatory authority, for any material

information or for a meeting or hearing; the issuance of any restraining order; or the initiation of a proceeding or litigation relating to this engagement.

Subject to any professional issues including audit independence, if requested and if the parties agree, Deloitte will testify (as a non expert witness) or provide reasonable support services to the Lender before any governmental commission, regulatory authority or court. Any such testimony or support services will be confined to the services performed under this engagement. Deloitte shall have the right to employ counsel in connection with such testimony or support services.

Deloitte shall be paid for any time spent by its personnel in connection with such support at their standard hourly rates, which shall be separate and apart from any other professional fees payable hereunder. The Lender shall also reimburse Deloitte for its reasonable out-of-pocket costs, charges and expenses, including legal counsel, incurred in connection therewith. These fees and expenses shall be separate and in addition to any other fees or amounts payable under the provisions for payment of fees in the Engagement Letter.

- b. **Privacy.** Deloitte and the Lender acknowledge and agree that, during the course of this engagement, Deloitte may collect personal information about identifiable individuals ("Personal Information"), either from the Lender or from third parties. The Lender and Deloitte Canada agree that Deloitte will collect, use and disclose Personal Information on behalf of the Lender solely for purposes related to completing this engagement, providing services to the Lender and in a manner consistent with section 9(c) above. Deloitte shall not collect, use and disclose such Personal Information for Deloitte's own behalf or for its own purposes.
- c. **Survival and interpretation.** The agreements and undertakings of the Lender contained in the Engagement Letter, to which these terms are attached, together with the following sections of these Terms shall survive the expiration or termination of this engagement: 1, 2, 4, 5, 6, 8, 9, 10, 11 and 12.
- d. **Governing law.** These Terms, the Engagement Letter to which these terms are attached and all matters relating to this engagement (whether in contract, statute, tort (such as negligence), or otherwise), shall be governed by, and construed in accordance with, the laws of the Province where Deloitte Canada's principal office performing the engagement is located. Any action or proceeding relating to this engagement shall be brought in the Province where Deloitte Canada's principal office performing the engagement is located, and the parties submit to the jurisdiction of the courts of that Province and waive any defence of inconvenient forum to the maintenance of such action or proceeding.
- e. **Severability.** If any provision of the Terms or the Engagement Letter is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth herein.
- f. **Entire agreement.** These Terms and the Engagement Letter to which these terms are attached is the complete agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, proposals, negotiations, representations or warranties of any kind whether oral or written.
- g. **Assignment.** Except as provided below, neither party may assign, transfer or delegate any of its rights or obligations hereunder (including, without limitation, interests or Claims relating to this engagement) without the prior written consent of the other party. Deloitte Canada may, without the consent of the Lender, assign or subcontract its rights and obligations hereunder to (i) any

General business terms

Page 8

affiliate or related entity or (ii) any entity which acquires all or a substantial part of the assets or business of Deloitte Canada.

- h. **Currency.** All financial references herein are to Canadian dollars unless specifically indicated otherwise. If it is necessary to convert any amounts into Canadian dollars, a prevailing commercial bank exchange rate at closing or the time of the invoice shall be used.
- i. **Notices.** Any notice or other communication required or permitted to be given under this engagement shall be in writing and shall be sufficiently given or made by delivery or by post or by telecopy or similar facsimile transmission (with confirmation of accurate and complete transmission obtained by the sender) to the respective parties. Any notice so given shall be deemed conclusively to have been given and received when so personally delivered or posted or so telecopied or transmitted, except that any notice delivered after 5:00 p.m. on the day prior to a non-business day shall be deemed to have been received at 9:00 a.m. on the first business day following delivery. Any party may change its address, telephone number or facsimile number by notice to the others in the manner set out above.
- j. **Communication.** Except as instructed otherwise in writing, each party may assume that the other approves of properly addressed fax, email (including email exchanged via Internet media) and voicemail communication of both sensitive and non-sensitive documents and other communications concerning this engagement, as well as other means of communication used or accepted by the other.
- k. **Language.** The parties have requested that this Agreement and all communications and documents relating hereto be expressed in the English language. Les parties ont exigé que la présente convention ainsi que tous les documents s'y rattachant soient rédigés dans la langue anglaise.

This is Exhibit "W" referred to in the affidavit of K. Hotel sworn before me at Calgary this 25 day of October 2024.

A handwritten signature in black ink, appearing to be 'Derek Pontin', written over a horizontal line.

A Commissioner for taking Affidavits within Alberta

Derek Pontin
Barrister and Solicitor

City of Abbotsford
32315 South Fraser Way
Abbotsford BC V2T 1W7

CITY OF ABBOTSFORD
PROPERTY TAX CERTIFICATE

Printed: Oct 18, 2024
Number: 148973

Phone: (254) 864 5522
Email: cash@abbotsford.ca
www.abbotsford.ca

This is provided as information only. The City takes no responsibility for the accuracy of the information, and shall in no case be liable for damages arising out of the provision, or use of this information, including any consequential, incidental or indirect damages.

THIS PROPERTY MAY BE SUBJECT TO OTHER CHARGES OR FEES.

For BC ONLINE
34172-0054

Owner	Property
	Folio: 8218069409 LTO No.: BX242299
	Pid: 006-892-621 MHR No.:
	Civic: 34050 HALLERT RD
	Legal: LT B SEC 3 TWP 17 PL J147113E NWD

2024 Assessments					
Value Set	Assessment Class	Value Type	Land	Improvements	Total
GENERAL	MULTIPLE	NET	66,126	2,371,625	2,437,751
2024 Levies, Grants, Deferrals		Property Taxes Owning As At Oct 18, 2024		2025 Instalments	
Total Levy	14,336.79	Delinquent (2022)	0.00	Payments Made	0.00
Grant Available		Arrears (2023)	125,261.53	Interest Earned	0.00
Additional	785.00	Interest to Oct 18, 2024	10,068.49	Adjustments	0.00
Basic	510.00	Current (2024)	14,336.79	Balance as at	
			149,666.81	Oct 18, 2024	0.00
Grant Claimed	0.00	Penalties	1,433.68		
Deferred	0.00	Total Taxes Owning	151,100.49		

Local Improvements				
Bylaw	Expires	Type	Levy	Status
00100000 MATSQUI DYKING ACREAGE	Jul 4, 2103	FIXED	458.70	Included in Taxes
00100003 MATSQUI IRR ZONE 3	Jul 4, 2103	FIXED	593.80	Included in Taxes
01100001 MATSQUI DYKING FULL ASSESSMENT	Jul 4, 2103	FIXED	1,470.45	Included in Taxes

Utilities Charged on Taxes

The following charges are included in the Total Tax Levy indicated above:

Description of Charge	Amount
SW - COMPOST 240L	36.00
SW - GARBAGE 240L	33.00
SW - PROGRAM FEE (ADMIN/COLLECT/RECYCLE)	271.00

Bi-Monthly Utility Account: 134864

Contact Engineering to request a meter reading, or consumption information by email to wateruse@abbotsford.ca. If you request a METER READING, be sure to check the bill message regarding the possible discount amount still available from the previous bill.

Unpaid Arrears	65,312.64	Details of Last Bill		
Balance of Last Bill - Due Oct 31, 2024	22,221.14	Charges on Last Bill		22,221.14
Remaining Discount - available until Oct 31, 2024	-1,111.06	Total Discount	1,111.06	Claimed 0.00
Account Balance as at Oct 18, 2024	86,422.72			

Account Type	AGRI-GREENHOUSE	Payments Applied	0.00
Number of Unit(s) on Premises	1	Penalties	0.00
		Adjustments	0.00

Description	Amount	Discount Available	Units	Covers	Days	Period Consumption
Jul 01, 2024 TO Aug 31, 2024						
AGRICULTURAL WATER BI-MONTHLY @ \$1.26/m³	22,221.14	1,111.06	1.00	01-Jul-24 31-Aug-24	62	17,635.83 m³

Important Property Comments

CURRENT	2024 Property Tax due date was July 2, 2024. Outstanding current tax balances after the due date including unclaimed Home Owner Grants, are subject to a 10% late payment penalty. (5% penalty applied after July 2, 2024 and additional 5% penalty applied to outstanding current taxes after September 16, 2024) Only the penalty on a late Home Owner Grant application received by September 16 will be reversed per bylaw.
GENERAL	Outstanding Utility User Fees - In accordance with the Community Charter, if a utility account remains unpaid as of December 31, the balance owing will be transferred to the property tax account as taxes in arrears. Taxes in arrears are subject to daily interest charges at the rate of 9.95% per annum (subject to change).
GENERAL	Tax and Utility Billing - Contact Property Tax & Utility Dept at 604-864-5522 or email cash@abbotsford.ca for billing/payment information. Water Consumption and Meter Reading - Contact Engineering Dept at 604-864-5511 or email wateruse@abbotsford.ca
TAX	Daily interest on Arrears and Delinquent Taxes is \$ 32,342
ACCOUNT RECEIVABLE	Account has outstanding A/R Charges of \$0.00 (excluding accrued interest). This charge is not included in "Total Taxes Owing" amount above. Please contact the Finance Department at 604-864-5576 to obtain current balance.

City of Abbotsford
32315 South Fraser Way
Abbotsford BC V2T 1W7

CITY OF ABBOTSFORD
PROPERTY TAX CERTIFICATE

Printed: Oct 18, 2024
Number: 148971

Phone: (250) 864 5522
Email: cash@abbotsford.ca
www.abbotsford.ca

This is provided as information only. The City takes no responsibility for the accuracy of the information, and shall in no case be liable for damages arising out of the provision, or use of this information, including any consequential, incidental or indirect damages.

THIS PROPERTY MAY BE SUBJECT TO OTHER CHARGES OR FEES.

For BC ONLINE
34172-0054

Owner

Property

Folio: 8217054401
Pid: 006-892-230

LTO No.: CA9409388
MHR No.:

Civic: 34211 HALLERT RD
Legal: LT 5 SEC 3 TWP 17 PL NWP649A NWD

2024 Assessments					
Value Set	Assessment Class	Value Type	Land	Improvements	Total
GENERAL	Residential	NET	3,291,000	283,000	3,574,000
2024 Levies, Grants, Deferrals		Property Taxes Owing As At Oct 18, 2024		2025 Instalments	
Total Levy	16,478.28	Delinquent (2022)	0.00	Payments Made	0.00
Grant Available		Arrears (2023)	174.96	Interest Earned	0.00
Additional	845.00	Interest to Oct 18, 2024	14.06	Adjustments	0.00
Basic	570.00	Current (2024)	16,478.28	Balance as at	
			16,667.30	Oct 18, 2024	0.00
Grant Claimed	0.00	Penalties	1,647.82		
Deferred	0.00	Total Taxes Owing	18,315.12		

Local Improvements				
Bylaw	Expires	Type	Levy	Status
00100000 MATSQUI DYKING ACREAGE	Jul 4, 2103	FIXED	893.74	Included in Taxes
00100004 MATSQUI IRR ZONE 4	Jul 4, 2103	FIXED	1,242.53	Included in Taxes
01100001 MATSQUI DYKING FULL ASSESSMENT	Jul 4, 2103	FIXED	2,155.84	Included in Taxes

Utilities Charged on Taxes

The following charges are included in the Total Tax Levy indicated above:

Description of Charge	Amount
SW - COMPOST 240L	36.00
SW - GARBAGE 240L	33.00
SW - PROGRAM FEE (ADMIN/COLLECT/RECYCLE)	271.00

Bi-Monthly Utility Account: 134853

Contact Engineering to request a meter reading, or consumption information by email to wateruse@abbotsford.ca. If you request a METER READING, be sure to check the bill message regarding the possible discount amount still available from the previous bill.

Unpaid Arrears	235.79	Details of Last Bill		
Balance of Last Bill - Due Oct 31, 2024	40.52	Charges on Last Bill		40.52
Remaining Discount - available until Oct 31, 2024	-2.03	Total Discount	2.03	Claimed 0.00
Account Balance as at Oct 18, 2024	274.28			

Account Type	AGRI-BERRY	Payments Applied	0.00
Number of Unit(s) on Premises	1	Penalties	0.00
		Adjustments	0.00

Description	Amount	Discount Available	Units	Covers	Days	Period Consumption
Jul 01, 2024 TO Aug 31, 2024						
AGRICULTURAL WATER BI-MONTHLY @ \$1.26/m ³	40.52	2.03	1.00	01-Jul-24 31-Aug-24	62	32.16 m ³

Important Property Comments

CURRENT	2024 Property Tax due date was July 2, 2024. Outstanding current tax balances after the due date including unclaimed Home Owner Grants, are subject to a 10% late payment penalty. (5% penalty applied after July 2, 2024 and additional 5% penalty applied to outstanding current taxes after September 16, 2024) Only the penalty on a late Home Owner Grant application received by September 16 will be reversed per bylaw.
GENERAL	Outstanding Utility User Fees - In accordance with the Community Charter, if a utility account remains unpaid as of December 31, the balance owing will be transferred to the property tax account as taxes in arrears. Taxes in arrears are subject to daily interest charges at the rate of 9.95% per annum (subject to change).
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TAX	Daily interest on Arrears and Delinquent Taxes is \$ 0.045
ACCOUNT RECEIVABLE	Account has outstanding A/R Charges of \$0.00 (excluding accrued interest). This charge is not included in "Total Taxes Owing" amount above. Please contact the Finance Department at 604-864-5576 to obtain current balance.

This is Exhibit "X" referred to in the affidavit of K. Hotel sworn before me at Calgary this 25 day of October 2024.

A handwritten signature in black ink, appearing to be 'Derek Pontin', written over a horizontal line.

A Commissioner for taking Affidavits within Alberta

Derek Pontin
Barrister and Solicitor

NAI Commercial

BELL RD

HALLERT RD

MARKETING UPDATE

Date: October 2024

34211 Hallert Road
Abbotsford, BC

Days on the Market

69 days (August 1, 2024 – present
at the time of this report)

List Price

\$4,600,000

Gary Haukeland*
Senior Vice President
604 691 6693
ghaukeland@naicommercial.ca
*Personal Real Estate Corporation

J-D Murray
Senior Associate
604 691 6664
jdmurray@naicommercial.ca

Offers to Date

Date: August 7, 2024

Buyer: 1491125 B.C. Ltd.

Price: \$3,700,000 (subject to due diligence until August 30, 2024)

Comments: The Seller countered at \$4,500,000 on August 9, 2024, with a shorter Completion Date. The Buyer countered at \$3,950,000 on August 13th and the Seller countered back \$4,300,000 on August 14th. The Buyer then countered back at their last price of \$3,950,000, citing that this was the highest they were willing to offer. The Seller did not respond and the offer expired on August 15th 2024.

Date: August 25, 2024

Buyer: 1491125 B.C. Ltd.

Price: \$3,970,000 (subject to due diligence until September 18, 2024)

Comments: The Seller did not counter. The Buyer resubmitted their offer again on August 28th, and the Seller did not respond.

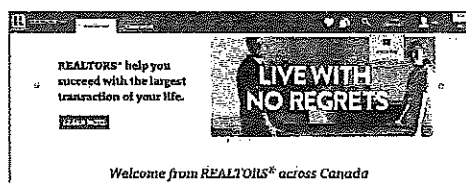
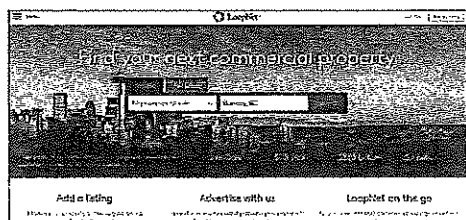
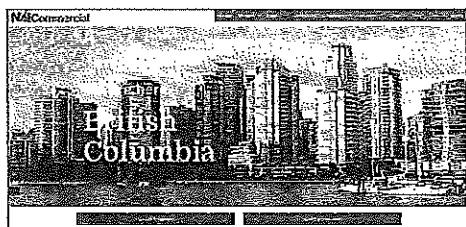
Date: September 3, 2024

Buyer: 1402574 B.C. Ltd.

Price: \$4,000,000 (subject to due diligence until October 2, 2024)

Comments: This was the same buyer group as before under a different numbered company. The Seller did not respond. The Buyer resubmitted a higher offer of \$4.1M on September 12th (subject removal October 14th), and the Seller did not respond. We have received a "final" offer from this buyer group for \$4,110,000 (subject removal October 28th), and we are awaiting comments from the Seller.

NAI Commercial



Internet

The property was marketed on the following websites, offering full Internet exposure.

- ▶ nailbc.ca
- ▶ REALTOR.ca
- ▶ naiglobal.com
- ▶ Loopnet.com
- ▶ INTERFACEExpress.com
- ▶ CoStar.com
- ▶ bccls.paragonrels.com
- ▶ FarmMarketer.com

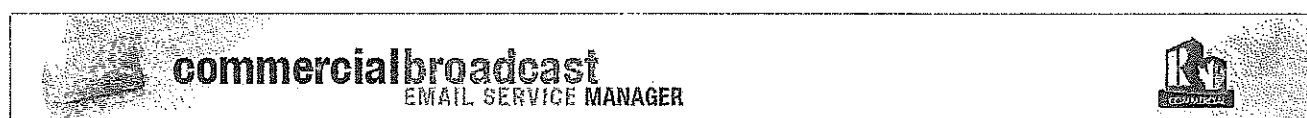
Since the property was listed for sale on August 1, 2024, 195 prospects have viewed the properties in an online property search across all the above real estate websites.

To-date, there have been 9 direct inquiries from potential buyers and/or their brokers, and we have conducted close to 2 physical tours of the subject property.

Listing Broadcast

The property have been e-mailed out as an NAI Global Opportunity Broadcast Message to all NAI offices worldwide, totaling over seven thousand recipients, in 400 offices.

On August 14, 2024, the property was e-mailed out in the Real Estate Board of Greater Vancouver's Commercial Division's Commercial Broadcast E-mail Service to all commercial members of the Fraser Valley and Greater Vancouver Real Estate Boards – totalling over 900 commercial brokers. In addition, the properties have been marketed to all BC Northern, Okanagan, Kootenay, and Kamloops Board members through INTERFACEExpress.com and bccls.paragonrels.com.



Direct Solicitation

- ▶ Direct emails have been made to our data base of agricultural developers; investors & high net worth end users.
- ▶ Select phone calls have been made to targeted prospects.

Media

- ▶ Advertising has been secured in the Western Investor in the September 2024 issue.

Broker Cooperation

- ▶ E-mail and phone call enquiries are being followed up with other brokers and detailed information packages have been forwarded.

Signage

- ▶ A 4'x8' sign has been ordered for the property to be installed on the northwest corner of Hallert and Bells Roads for maximum exposure to traffic.

Market Response to Date

- ▶ The subject property was previously marketed by the defaulted borrower since April 1, 2024, beginning at a price of \$5,199,900, until July 30, 2024, at a reduced price of \$4,800,000. The price was reduced once throughout the course of the 4-month marketing process, where several offers were accepted, but did not complete.
- ▶ After speaking with several farmers and agents familiar with the subject property, the general consensus has been that the decommissioned dairy barn on the subject property would require considerable investment to bring up to code.
- ▶ The current tenancies have brought in an approximate net annual income of \$84,522±.
- ▶ The improvements on the subject property are in fair to poor condition, with the exception of the two hoop barns.
- ▶ With the exception of the current buyer group, all other prospective purchasers have expressed that they would not submit offers over the \$4.0M range. One prospect was unable to achieve financing, based on the property's current income, and another agent relayed that his clients were going to offer in the \$3.5M± range, however, we have not received anything in writing yet.

Recommendations

Therefore, based on the foregoing, and the fact that the subject property has been exposed to the market for nearly 5 months, NAI Commercial's Lender Solution Group believes that any offer in the \$4M+ range should be an acceptable offer price and would represent fair market value for the subject property.

If there are any comments or questions regarding the marketing efforts, please do not hesitate to call.

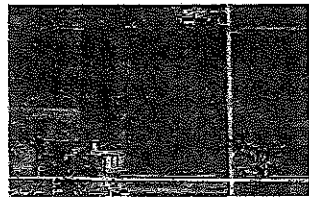
Best Regards,



Gary Haukeland*
Senior Vice President, Managing Broker
604 691 6693
ghaukeland@naicommercial.ca
*Personal Real Estate Corporation



J-D Murray
Senior Associate
604 691 6664
jdmurray@naicommercial.ca



38.54 Acre Agricultural Property | 34211 Hallert Rd
Abbotsford, BC V3G 1P9 | Flex For Sale | 33,064 SF | \$4,600,000.00

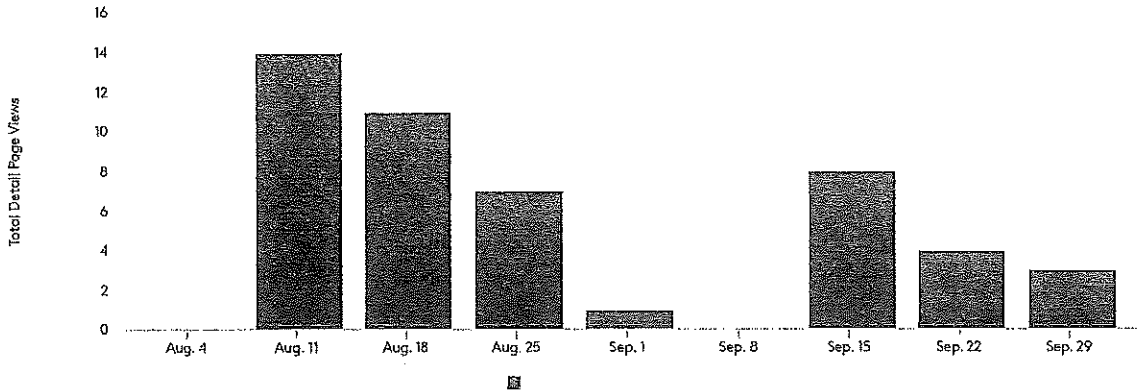
49
Detail Page Views
1
Lead

0
Credentialed Agreements
0
Data Room Visits

Days on
Market
61
Started advertising
2024-08-09

Listing
Completeness
80%
last updated on
2024-10-06

Listing Activity Report



Activity Summary

2,169
Total Views

728
Unique Prospects

37m 32s
Average Time on Page

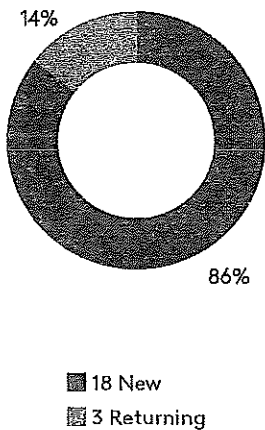
49
Detail Page Views

2.0
Frequency

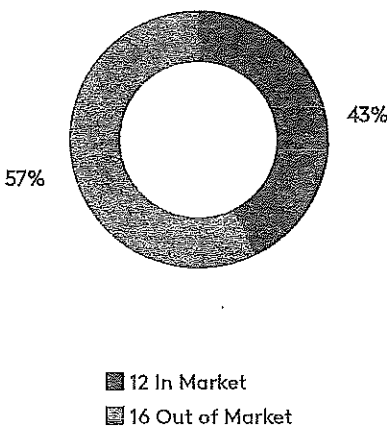
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Total Time on Page

Traffic Source

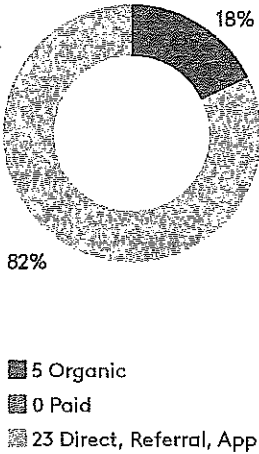
New Visitors vs Returning

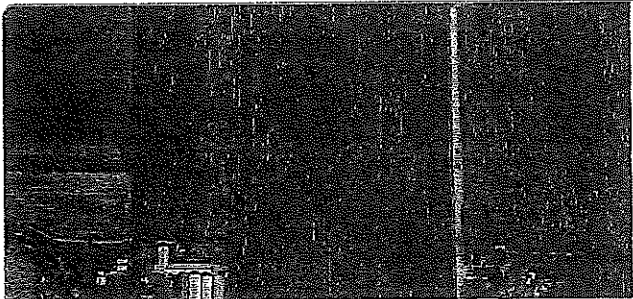


In Market vs Out of Market



Traffic Sources





34211 HALLERT ROAD
Abbotsford, British Columbia
\$4,600,000

Listing last updated: 2024-08-13
MLS® Number C8062005

67 days on REALTOR.ca

Listing
Insights

7 days

30 days

90 days

All history

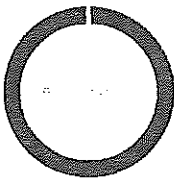
Summary
All Websites & Apps

REALTOR.ca
Websites & Apps

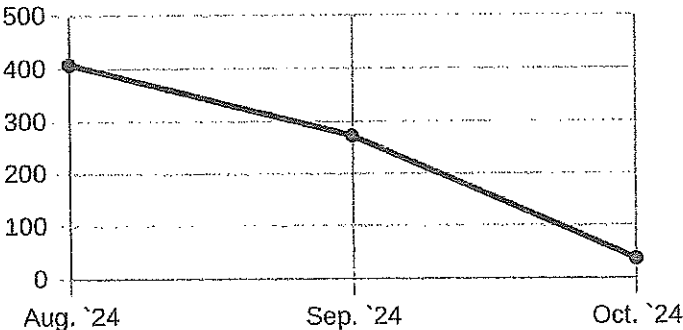
REALTOR.ca DDF®
Websites

 720 Views (All history)

100% REALTOR.ca
0% REALTOR.ca DDF®



Listing statistics are displayed in UTC time



181 Actions (All history)

All actions captured come from Realtor.ca

180 Property View Actions


164 

Photo Views

0 

Property Tours

1 

Add to Favourites

0 

Add Open House

0 

Add Livestream

0 

Live Stream Views

15 

Driving Instructions

0 

Phone Realtor®

0 Sharing Actions Taken

0 

Email Friend

0 

Facebook

0 

Twitter

0 

Pinterest

0 

LinkedIn

1 REALTOR® Website Visits

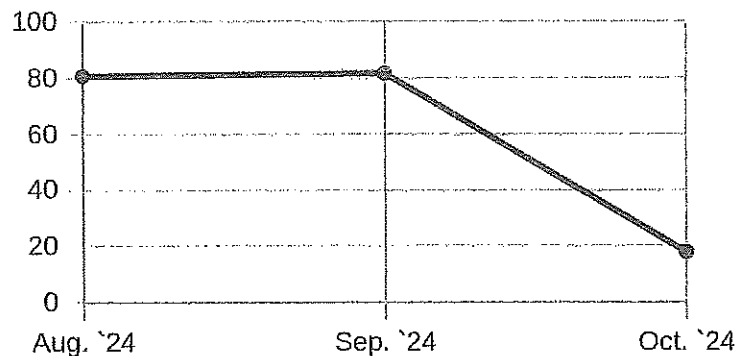
1 

My Website

0 

Office Website

Listing statistics are displayed in UTC time



NAI Commercial

Vancouver Office: (604) 683-7535 TF: 1 (866) 717-6989 | Langley Office: (604) 534-7974 TF: 1 (800) 890-9855
naicommercial.ca

For Sale or Lease



1090 Ricardo Rd, Kamloops, BC
• Industrial/Commercial Sites
• ±5.36 acres of unzoned land or optional ±9.86 acres - 2 Sold, 1 Under Contract
• Subdivision Approved
Lots starting at \$350,000
Price: \$1,000,000 per acre

For Sale



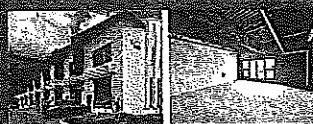
Peter A. Seed, BA, DIPL. TECH | 604 691 6608 | pseed@naicommercial.ca

For Sale



8209 Dallas Drive
Kamloops, BC
• 4.27 acres zoned I2
• Freehold, as-is
• Exceptional business district
Price: \$5,200,000

1131-1151 Murray St, Lillooet, BC
• 20,127 SF development land and 22-Unit Apartment in 2 bldgs
• Full occupancy and new roofs
Reduced: \$2,200,000



For Lease - 4 Industrial Units at 7 Skies in Squamish

39319 Queens Way, Squamish, BC
• High-end industrial warehouses
• Located in the heart of Squamish's bustling industrial park
• 2,238 SF to 9,160 SF available
• Built in 2023 | 3 parking stalls per unit
• 12' x 12' glass roll-up grade level doors
Basic Rent: Contact Agent

Kevin Sojoodi* | 604 691 6661
ksojoodi@naicommercial.ca



0.45 Acre Heavy Industrial Site

436-444 Boyne St, New Westminster, BC
• 0.45-acre (19,537 SF) M-2 Site
• All services at the lot line. Fully Fenced.

\$3,200,000



Court Ordered Sale: 9.38 Acre Equestrian Property

12400 No. 3 Road, Richmond, BC
• 9.38-acre AG1 Site
• 2,997 SF, 4-bed, 4-bath single family house, 17,823 SF equestrian barn/stable, 27,322 SF barn/arena and 725 SF storage shed & 600 SF hay barn
• Multiple horse boarding tenant income
\$8,700,000

38.54 Acre Blueberry Farm For Sale

34211 Hallert Road, Abbotsford, BC
• Sale includes a 3,064 SF 6-bed, 4-bath house, and 4 barns totaling over 15,000 SF
• 30 acres leased for blueberry cultivation generating income
• Property is being sold as-is-where-is
\$4,600,000

Gary Haukeland* & J-D Murray
604 691 6693 | 604 691 6684

Retail Investment Property - Aldergrove For Sale

26875 Fraser Highway, Aldergrove, BC
• Exposure property on Fraser Highway on 2.57 Acre lot
• Free standing office building, Parts and Service building
• C-3 Zoned property
• Currently tenanted by Cooper Equipment Rentals
• 10 year plus lease
• Must be sold as Share Sale
Contact agents for details and price guidance

VALLEY COMMERCIAL TEAM

Angie MacDonald* | 604 290 3884 | amacdonald@naicommercial.ca

Gary Niesner* | 604 833 3656 | garyn@naicommercial.ca

Free Standing Retail Building For Sale

5796 Glover Road, Langley, BC
• Combination of 3 strata units totalling 8,367 SF
• Land size - 14,550 SF
• C1-Zoning - wide array of uses including Daycare
• 24 parking stalls
• Current professional uses include pharmacy and physiotherapy
Price: \$7,530,300 - contact for details

Brand New Retail Units For Sale 1,536 - 3,286 SF

31845 Lougheed Highway, Mission, BC
• Unit 5 (SL 16): 1,750 SF
• Unit 6 (SL 15): 1,536 SF } 3,286 SF
• Unit 7 (SL 14): 1,595 SF
• Unit 8 (SL 13): 1,588 SF } 3,183 SF

• Direct access to Lougheed Hwy
• Mixed-use development provides an immediate prospective customer base
Price: \$797 PSF

VALLEY COMMERCIAL TEAM

Gary Niesner* | 604 833 3656
Angie MacDonald* | 604 290 3884

Calvin Owen Jones* | 778 882 5818

1,168 SF Office Strata For Sale or Lease

1030 Howe Street, Vancouver, BC
• Beautifully improved ground floor office space with excellent exposure on Howe
• Kitty corner to the Law Courts
• Currently operating as a successful law office which is going into retirement
Price: \$1,599,000
Net Lease Rate: \$55.00/SF

Conor Finucane* | 604 691 6604
cfinucane@naicommercial.ca

Court Ordered Sale: 1.2 Acre Medium Density Site

7007 204th Street, Langley, BC
1.2 acre site that is part of a three lot assembly that has achieved third reading to rezone the assembled site to permit the construction of 386 residential units and 4,725 SF of commercial space at a 2.39 FSR.

Price: Contact Listing Agent

Sam Nakhleh* | 604 691 6668
snakhleh@naicommercial.ca

Opportunity Alert at NAI Vancouver & Langley: naibc.ca/careers

*Personal Real Estate Corporation

This is Exhibit "Y" referred to in the affidavit of K. Hotel sworn before me at Calgary this 25 day of October 2024.

A handwritten signature in black ink, appearing to be 'Derek Pontin', written over a horizontal line.

A Commissioner for taking Affidavits within Alberta

Derek Pontin
Barrister and Solicitor

Scott H. Stephens

From: Harry Bains <hbains@virsalaw.ca>
Sent: Friday, September 27, 2024 11:05 AM
To: Scott H. Stephens
Subject: RE: TD Re: Uppal Farms - Offer to Purchase

[External Email – Use Caution]

Hi Scott,

I will relay your message to my clients and advise once I have a response.

Thank you.

From: Scott H. Stephens <sstephens@owenbird.com>
Sent: September 27, 2024 11:02 AM
To: Harry Bains <hbains@virsalaw.ca>
Subject: TD Re: Uppal Farms - Offer to Purchase

Hi Harry,

Further to my last email, thank you for facilitating communications between your clients and the Bank – Gurminder promptly reached out.

I am writing today because the realtor has advised that your clients have received an offer on the Blueberry farm for a purchase price of \$4.11MM. Apparently your clients have been going back and forth with this prospective purchaser for some months. The realtor is confident that this is the prospective purchaser's final offer – and is also confident that this is the highest and best offer that will be received for the Blueberry farm period. Suffice to say, TD wishes to see that offer accepted and the sale closed, and strongly encourages your clients to act accordingly.

I am advised that your clients have committed various material defaults under the forbearance agreement. This includes failure to pay property taxes in full, failure to deliver August reporting by September 25 and, perhaps most importantly, failure to render the payments necessary to stepdown the indebtedness under the operating line as required (your clients' cashflow projections have proved to be materially inaccurate). In short, your clients have been unable or unwilling to satisfy the obligations they owe to the Bank and, if they now increase the risk to the Bank by failing to accept the \$4.11MM offer, I anticipate TD will instruct me to proceed to enforce so that it can ensure reasonable decisions will be made on a go forward basis. Alternatively, your clients' acceptance of the offer would give the Bank some comfort and make it more open to giving your clients accommodations via an amendment to the forbearance agreement.

Please advise regarding your clients' intention with respect to the \$4.11MM offer as soon as you are able.

Regards,

Scott H Stephens*
 Barrister & Solicitor | Shareholder
 OWEN BIRD LAW CORPORATION
 O: 604-688-0401 D: 604-691-7521 F: 604-632-4447

E: sstephens@owenbird.com | W: www.owenbird.com
2900 – 733 Seymour St., P.O. Box 1, Vancouver, B.C. V6B 0S6
*Scott H Stephens Law Corporation

We are a member of Interlaw, an elite global network of independent law firms comprising 7,500+ lawyers in 150 cities worldwide.

This is Exhibit "Z" referred to in the affidavit of K. Hotel sworn before me at Calgary this 25 day of October 2024.

A handwritten signature in black ink, appearing to be 'Derek Pontin', written over a horizontal line.

A Commissioner for taking Affidavits within Alberta

Derek Pontin
Barrister and Solicitor

BCREA
The British Columbia Real Estate AssociationTHE CANADIAN
BAR ASSOCIATION
British Columbia Branch

PAGE 1 of 8 PAGES

CONTRACT OF PURCHASE AND SALE FOR COMMERCIAL REAL ESTATE

MLS® NO: C8062005

DATE: October 09 2024

PART 1 - INFORMATION SUMMARY

1. Prepared By			
1.1	Name of Brokerage Real Broker BC Ltd.		
1.2	Brokerage Address 200-8661 201st Street Langley	BC V2Y 0G9	Phone No. (888) 828-8447
1.3	REALTOR®'s Name Kabir Batra PREC*		
1.4	Personal Real Estate Corporation Yes		
1.5	REALTOR®'s Email Address info@kabirbatra.ca	Fax No.	
1.6	Brokerage Phone No.	Fax No.	
2. Parties to the Contract			
2.1	Seller Deloitte in the capacity as Receiver of Uppal Farms & Greenhouses Ltd.		
	Seller _____		
	Seller _____		
2.2	Seller's Address 410 West Georgia Street	Vancouver	BC V6B 0B7
2.3	Seller's Phone No.	Fax No.	
2.4	Seller's Email Address		
2.5	Seller's Incorporation No.	2.6	Seller's GST No.
2.7	Buyer 1402574 B.C. Ltd.		
	Buyer _____		
	Buyer _____		
2.8	Buyer's Address 411 15795 Croydon Drive	Surrey	BC V3B 2L6
2.9	Buyer's Phone No.	Fax No.	
2.10	Buyer's Email Address		
2.11	Buyer's Incorporation No.	2.12	Buyer's GST No.
3. Property			
3.1	Civic Address of Property 34211 Hallert Road	Abbotsford	BC V3G 1P9
3.2	Legal Description of Property LOT 5 SECTION 3 TOWNSHIP 17 NEW WESTMINSTER DISTRICT PLAN 649A		
PID		006-892-230	

VB	R.	
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 BUYER'S INITIALS

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 SELLER'S INITIALS

BC 2053 REV. NOV 2023

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Abbotsford

BC V3G 1P9

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PROPERTY ADDRESS

4. Purchase Price	\$4,110,000.00	Clause
4.1		
Four Million One Hundred Ten Thousand	Dollars	14
5. Deposit		Clause
5.1 Deposit to be provided by the following date: <input type="checkbox"/> within 48 hours of acceptance of offer or counter-offer <input type="checkbox"/> date _____ <input checked="" type="checkbox"/> other <u>within one business day of final subject removal</u>		15
5.2 Amount of Deposit \$200,000.00	Two Hundred Thousand	15
5.3 Deposit to be paid in trust to Real Broker BC Ltd.		15
6. Completion Date		
6.1 Completion Date 45 days after Court approval or such other date as the Court may order		17
7. Possession Date		
7.1 Possession Date 1 day after Completion Date		18
7.2 Vacant Possession <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	7.3 All Existing Tenancies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	18
8. Adjustment Date		
8.1 Adjustment Date 1 day after Completion Date		19
9. Viewing Date		
9.1 Viewing Date		21
10. Agency Disclosure		
10.1 Seller's Designated Agent	REALTOR® <u>J-D Murray</u> REALTOR® <u>Gary Haukland PREC*</u> Brokerage <u>NAI Commercial (B.C.) Ltd.</u>	38A
10.2 Buyer's Designated Agent	REALTOR® <u>Kabir Batra PREC*</u> REALTOR® _____ Brokerage <u>Real Broker BC Ltd.</u>	38B
10.3 Limited Dual Agency Designated Agent	REALTOR® _____ REALTOR® _____ Brokerage _____	38C
10.4 Date of Limited Dual Agency Agreement		38C

VB **R.**

BUYER'S INITIALS

SELLER'S INITIALS

34211 Hallert Road

Abbotsford

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PROPERTY ADDRESS

11. Acceptance		
11.1 Offer Open Until - Date	Time 4:00 p.m.	44
12. Schedules		
15 Deposit	Attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	15
16A Buyer's Conditions	Attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	16
16B Seller's Conditions	Attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	16
18 Accepted Tenancies	Attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	18
20A Additional Included Items	Attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	20
20B Excluded Items	Attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	20
22 Additional Permitted Encumbrances	Attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	22
23 Additional Seller's Warranties and Representations	Attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	23
24 Additional Buyer's Warranties and Representations	Attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	24
40 Additional Terms	Attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	40

PART 2 - TERMS

- 12. INFORMATION SUMMARY:** The Information Summary being Part 1 to this Contract of Purchase and Sale for Commercial Real Estate and the Schedules attached to this Contract of Purchase and Sale for Commercial Real Estate, form an integral part of this offer. The Seller and Buyer acknowledge that they have read all of Part 1 and Part 2 and the Schedules to this Contract of Purchase and Sale for Commercial Real Estate.
- 14. PURCHASE PRICE:** The purchase price of the Property will be the amount set out in Clause 4.1 (Purchase Price).
- 15. DEPOSIT:** A deposit in the amount set out in Clause 5.2 which will form part of the Purchase Price, will be paid in accordance with Clause 26 except as otherwise set out in Schedule 15 and on the terms set out in Schedule 15. All monies paid pursuant to this Clause (the "Deposit") will be delivered in trust to the party identified in Clause 5.3 and held in trust in accordance with the provisions of the *Real Estate Services Act*. In the event the Buyer fails to pay the Deposit as required by this Contract, the Seller may, at the Seller's option, terminate this Contract. The party who receives the Deposit is authorized to pay all or any portion of the Deposit to the Buyer's or Seller's conveyancer (the "Conveyancer") without further written direction of the Buyer or Seller, provided that: (a) the Conveyancer is a Lawyer or Notary; (b) such money is to be held in trust by the Conveyancer as stakeholder pursuant to the provisions of the *Real Estate Services Act* pending the completion of the transaction and not on behalf of any of the principals to the transaction; and (c) if the sale does not complete, the money should be returned to such party as stakeholder or paid into Court.
- 16. CONDITIONS:** The obligations of the Buyer described in this Contract are subject to the satisfaction or waiver of the conditions precedent set out in Schedule 16A, if any (the "Buyer's Conditions"). The Buyer's Conditions are inserted for the sole benefit of the Buyer. The satisfaction or waiver of the Buyer's Conditions will be determined in the sole discretion of the Buyer and the Buyer agrees to use reasonable efforts to satisfy the Buyer's Conditions. The Buyer's Conditions may only be satisfied or waived by the Buyer giving written notice (the "Buyer's Notice")

VB R
BUYER'S INITIALS

SELLER'S INITIALS

BC 2053 REV. NOV 2023

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PROPERTY ADDRESS

to the Seller on or before the time and date specified for each condition. Unless each Buyer's Condition is waived or declared fulfilled by delivery of the Buyer's Notice to the Seller on or before the time and date specified for each condition, this Contract will be terminated thereupon and the Deposit returnable in accordance with the *Real Estate Services Act*.

The obligations of the Seller described in this Contract are subject to the satisfaction or waiver of the conditions precedent set out in Schedule 16B, if any (the "Seller's Conditions"). The Seller's Conditions are inserted for the sole benefit of the Seller. The satisfaction or waiver of the Seller's Conditions will be determined in the sole discretion of the Seller and the Seller agrees to use reasonable efforts to satisfy the Seller's Conditions. These conditions may only be satisfied or waived by the Seller giving written notice (the "Seller's Notice") to the Buyer on or before the time and date specified for each condition. Unless each Seller's Condition is waived or declared fulfilled by delivery of the Seller's Notice to the Buyer on or before the time and date specified for each condition, this Contract will be terminated thereupon and the Deposit returnable in accordance with the *Real Estate Services Act*.

17. **COMPLETION:** The sale will be completed on the date specified in Clause 6.1 (Completion Date) at the appropriate Land Title Office.
18. **POSSESSION:** The Buyer will have possession of the Property at the time and on the date specified in Clause 7.1 (Possession Date) with vacant possession if so indicated in Clause 7.2, or subject to all existing tenancies if so indicated in Clause 7.3; or subject to the specified tenancies set out in Schedule 18, if so indicated in Clause 12 (if Clause 7.3 or 12 is selected, such tenancies shall be the "Accepted Tenancies").
19. **ADJUSTMENTS:** The Buyer will assume and pay all taxes, rates, local improvement assessments, fuel, utilities, insurance, rents, tenant deposits including interest, prepaid rents, and other charges from, and including, the date set for adjustments, and all adjustments both incoming and outgoing of whatsoever nature will be made as of the date specified in Clause 8.1 (the "Adjustment Date").
20. **INCLUDED ITEMS:** The Purchase Price includes the Accepted Tenancies, any buildings, improvements, fixtures, appurtenances and attachments thereto, and all security systems, security bars, blinds, awnings, curtain rods, tracks and valances, fixed mirrors, fixed carpeting, electric, plumbing, heating and air conditioning fixtures and all appurtenances and attachments thereto as viewed by the Buyer at the date of inspection, together with those items set out in Schedule 20A but excluding those items set out in Schedule 20B.
21. **VIEWED:** The Property and all included items will be in substantially the same condition at the Possession Date as when viewed by the Buyer on the date specified in Clause 9.1.
22. **TITLE:** Free and clear of all encumbrances except subsisting conditions, provisos, restrictions, exceptions and reservations, including royalties, contained in the original grant or contained in any other grant or disposition from the Crown, registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities, the Accepted Tenancies and any additional permitted encumbrances set out in Schedule 22.
23. **ADDITIONAL SELLER'S WARRANTIES AND REPRESENTATIONS:** In addition to the representations and warranties set out in this Contract, the Seller makes the additional representations and warranties set out in Schedule 23 to the Buyer.
24. **ADDITIONAL BUYER'S WARRANTIES AND REPRESENTATIONS:** In addition to the representations and warranties set out in this Contract, the Buyer makes the additional representations and warranties set out in Schedule 24 to the Seller.

VB R.
BUYER'S INITIALS

SELLER'S INITIALS

34211 Hallert Road

Abbotsford

BC V3G 1P9 PAGE 5 of 8 PAGES

PROPERTY ADDRESS

25. **GST:** In addition to the Purchase Price, the applicable Goods and Services Tax ("GST") imposed under the *Excise Tax Act* (Canada) (the "Act") will be paid by the Buyer. On or before the Completion Date, the Buyer may confirm to the Seller's Lawyer or Notary that it is registered for the purposes of Part IX of the Act and will provide its registration number. If the Buyer does not confirm that it is a registrant under Part IX of the Act on or before the Completion Date, then the Buyer will pay the applicable GST to the Seller on the Completion Date and the Seller will then remit the GST as required by the Act. All taxes payable pursuant to the *Provincial Sales Tax Act* arising out of the purchase of the Property, will be paid by the Buyer and evidence of such payment will be provided to the Seller.
26. **TENDER:** Tender or payment of monies by the Buyer to the Seller will be by bank draft, wire transfer, certified cheque, or Lawyer's/Notary's or real estate brokerage's trust cheque.
27. **DOCUMENTS:** All documents required to give effect to this Contract will be delivered in registerable form where necessary and will be lodged for registration in the appropriate Land Title Office by 4 pm on the Completion Date.
- 27A. **SELLER'S PARTICULARS AND RESIDENCY:** The Seller shall deliver to the Buyer on or before the Completion Date a statutory declaration of the Seller containing: (A) particulars regarding the Seller that are required to be included in the Buyer's Property Transfer Tax Return to be filed in connection with the completion of the transaction contemplated by this Contract (and the Seller hereby consents to the Buyer inserting such particulars on such return); and (B) if the Seller is not a non-resident of Canada as described in the non-residency provisions of the *Income Tax Act*, confirmation that the Seller is not then, and on the Completion Date will not be, a non-resident of Canada. If on the Completion Date the Seller is a non-resident of Canada as described in the residency provisions of the *Income Tax Act*, the Buyer shall be entitled to hold back from the Purchase Price the amount provided for under section 116 of the *Income Tax Act*.
28. **TIME:** Time will be of the essence hereof, and unless the balance of the payment is paid and such formal agreement to pay the balance as may be necessary is entered into on or before the Completion Date, the Seller may, at the Seller's option, terminate this Contract, and, in such event, the amount paid by the Buyer will be non-refundable and absolutely forfeited to the Seller, subject to the provisions of Section 28 of the *Real Estate Services Act*, on account of damages, without prejudice to the Seller's other remedies.
29. **BUYER FINANCING:** If the Buyer is relying upon a new mortgage to finance the Purchase Price, the Buyer, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Seller until after the transfer and new mortgage documents have been lodged for registration in the appropriate Land Title Office, but only if, before such lodging, the Buyer has: (a) made available for tender to the Seller that portion of the Purchase Price not secured by the new mortgage, and (b) fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration, and (c) made available to the Seller, a Lawyer's or Notary's undertaking to pay the Purchase Price upon the lodging of the transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds pursuant to the Canadian Bar Association (BC Branch) (Real Property Section) standard undertakings (the "CBA Standard Undertakings").
30. **CLEARING TITLE:** If the Seller has existing financial charges to be cleared from title, the Seller, while still required to clear such charges, may wait to pay and discharge existing financial charges until immediately after receipt of the Purchase Price, but in this event, the Seller agrees that payment of the Purchase Price shall be made by the Buyer's Lawyer or Notary to the Seller's Lawyer or Notary, on the CBA Standard Undertakings to pay out and discharge the financial charges, and remit the balance, if any, to the Seller.
31. **COSTS:** The Buyer will bear all costs of the conveyance and, if applicable, any costs related to arranging a mortgage and the Seller will bear all costs of clearing title.

VB R. 
BUYER'S INITIALS

  
SELLER'S INITIALS

34211 Hallert Road

Abbotsford

BC V3G 1P9

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PROPERTY ADDRESS

- 32. RISK:** All buildings on the Property and all other items included in the purchase and sale will be, and remain, at the risk of the Seller until 12:01 am on the Completion Date. After that time, the Property and all included items will be at the risk of the Buyer. If loss or damage to the Property occurs before the Seller is paid the Purchase Price, then any insurance proceeds shall be held in trust for the Buyer and the Seller according to their interests in the Property.
- 33. GOVERNING LAW:** This Contract will be governed by the laws of the Province of British Columbia. The parties submit to the exclusive jurisdiction of the courts in the Province of British Columbia regarding any dispute that may arise out of this transaction.
- 34. CONFIDENTIALITY:** Unless the transaction contemplated by this Contract is completed, the Buyer and the Seller will keep all negotiations regarding the Property confidential, and the Buyer will not disclose to any third party the contents or effect of any documents, materials or information provided pursuant to or obtained in relation to this Contract without the prior written consent of the Seller, except that each of the Buyer and the Seller may disclose the same to its employees, inspectors, lenders, agents, advisors, consultants, potential investors and such other persons as may reasonably be required and except that the Buyer and the Seller may disclose the same as required by law or in connection with any regulatory disclosure requirements which must be satisfied in connection with the proposed sale and purchase of the Property.
- 35. PLURAL:** In this Contract, any reference to a party includes that party's heirs, executors, administrators, successors and assigns; singular includes plural and masculine includes feminine.
- 36. SURVIVAL OF REPRESENTATIONS AND WARRANTIES:** There are no representations, warranties, guarantees, promises or agreements other than those set out in this Contract and any attached Schedules. All of the warranties contained in this Contract and any attached Schedules are made as of and will be true at the Completion Date, unless otherwise agreed in writing.
- 37. PERSONAL INFORMATION:** The Buyer and the Seller hereby consent to the collection, use and disclosure by the Brokerages and by the managing broker(s), associate broker(s) and representative(s) of those Brokerages (collectively the "REALTOR®(s)") described in Clause 38, the real estate boards of which those Brokerages and REALTOR®s are members and, if the Property is listed on a Multiple Listing Service®, the real estate board that operates that Multiple Listing Service®, of personal information about the Buyer and the Seller:
- A. for all purposes consistent with the transaction contemplated herein;
 - B. if the Property is listed on a Multiple Listing Service®, for the purpose of the compilation, retention and publication by the real estate board that operates the Multiple Listing Service® and other real estate boards of any statistics including historical Multiple Listing Service® data for use by persons authorized to use the Multiple Listing Service® of that real estate board and other real estate boards;
 - C. for enforcing codes of professional conduct and ethics for members of real estate boards; and
 - D. for the purposes (and to the recipients) described in the British Columbia Real Estate Association's Privacy Notice and Consent form.
- The personal information provided by the Buyer and Seller may be stored on databases outside Canada, in which case it would be subject to the laws of the jurisdiction in which it is located.
- 38. AGENCY DISCLOSURE:** The Seller and the Buyer acknowledge and confirm as follows (initial appropriate box(es) and complete details as applicable):

VB R.
BUYER'S INITIALS

SELLER'S INITIALS

BC 2053 REV. NOV 2023

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CREA WEBForms®

34211 Hallert Road

Abbotsford

BC V3G 1P9 PAGE 7 of 8 PAGES

PROPERTY ADDRESS

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INITIALS

A. The Seller acknowledges having received, read and understood the BC Financial Services Authority (BCFSA) form entitled "Disclosure of Representation in Trading Services" and hereby confirms that the Seller has an agency relationship with the Designated Agent(s)/REALTOR®s specified in Clause 10.1 who is/are licensed in relation to the brokerage specified in Clause 10.1.

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INITIALS

B. The Buyer acknowledges having received, read and understood the BCFSA form entitled "Disclosure of Representation in Trading Services" and hereby confirms that the Buyer has an agency relationship with the Designated Agent(s)/REALTOR®(s) specified in Clause 10.2 who is/are licensed in relation to the brokerage specified in Clause 10.2.

INITIALS

C. The Seller and the Buyer each acknowledge having received, read and understood the BCFSA form entitled "Disclosure of Risks Associated with Dual Agency" and hereby confirm that they each consent to a dual agency relationship with the Designated Agent(s)/REALTOR®(s) specified in Clause 10.3 who is/are licensed in relation to the brokerage specified in Clause 10.3, having signed a dual agency agreement with such Designated Agent(s)/REALTOR®(s) dated the date set out in Clause 10.4.

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INITIALS

D. If only (A) has been completed, the Buyer acknowledges having received, read and understood the BCFSA form "Disclosure of Risks to Unrepresented Parties" from the Seller's agent listed in (A) and hereby confirms that the Buyer has no agency relationship.

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INITIALS

E. If only (B) has been completed, the Seller acknowledges having received, read and understood the BCFSA form "Disclosure of Risks to Unrepresented Parties" from the Buyer's agent listed in (B) and hereby confirms that the Seller has no agency relationship.

39. ASSIGNMENT OF REMUNERATION: The Buyer and the Seller agree that the Seller's authorization and instruction set out in clause 45(c) below is a confirmation of the equitable assignment by the Seller in the Listing Contract and is notice of the equitable assignment to anyone acting on behalf of the Buyer or Seller.

39A. RESTRICTION ON ASSIGNMENT OF CONTRACT: The Buyer and the Seller agree that this Contract: (a) ~~must not be assigned without the written consent of the Seller;~~ and (b) the Seller is entitled to any profit resulting from an assignment of the Contract by the Buyer or any subsequent assignee.

40. ADDITIONAL TERMS: The additional terms set out in Schedule 40 are hereby incorporated into and form a part of this Contract.

41. ACCEPTANCE IRREVOCABLE:

VB	R.
----	----

BUYER'S INITIALS

The Seller and the Buyer specifically confirm that this Contract of Purchase and Sale, whether executed and sealed by hand or by digital or electronic signature and seal, or otherwise, is hereby executed under seal, which is evidenced by each of the Buyer and the Seller making the deliberate, intentional and conscious act of inserting their initials (whether by hand or electronically) in the appropriate space provided beside this Section 41. The parties intend that the act of inserting their initials as set out above is to have the same effect as if this Contract of Purchase and Sale had been physically sealed by wax, stamp, embossing, sticker or any other manner. It is agreed and understood that, without limiting the foregoing, the Seller's acceptance is irrevocable including without limitation during the period prior to the date specified for the Buyer to either:

--	--

SELLER'S INITIALS

- A. fulfill or waive the terms and conditions herein contained; and/or
- B. exercise any option(s) herein contained.

	VB	R.
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BUYER'S INITIALS

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SELLER'S INITIALS

34211 Hallert Road

Abbotsford

BC V3G 1P9 PAGE 8 of 8 PAGES

PROPERTY ADDRESS

42. **COUNTERPARTS:** The parties agree that this Contract of Purchase and Sale and any amendments or attachments thereto may be executed in counterparts by the parties and delivered originally or by facsimile, email, or other means of electronic transmission. Each such counterpart when so executed and delivered is deemed to be an original and all such counterparts of a relevant document taken together shall constitute one and the same relevant document as though the signatures of all the parties were upon the same document.
43. **THIS IS A LEGAL DOCUMENT. READ THIS ENTIRE DOCUMENT AND INFORMATION PAGE BEFORE YOU SIGN.**
44. **OFFER:** This offer, or counter-offer, will be open for acceptance until the time and date specified in Clause 11.1 (unless withdrawn in writing with notification to the other party of such revocation prior to notification of its acceptance), and upon acceptance of the offer, or counter-offer, by accepting in writing and notifying the other party of such acceptance, there will be a binding Contract of Purchase and Sale on the terms and conditions set forth.

Authentic... Authentic...



BUYER

BUYER

BUYER

1402574 B.C. Ltd.

PRINT NAME

PRINT NAME

PRINT NAME

WITNESS

WITNESS

WITNESS

45. **ACCEPTANCE:** The Seller (a) hereby accepts the above offer and agrees to complete the sale upon the terms and conditions set out above, (b) agrees to pay a commission as per the Listing Contract, and (c) authorizes and instructs the Buyer and anyone acting on behalf of the Buyer or Seller to pay the commission out of the cash proceeds of sale and forward copies of the Seller's Statement of Adjustments to the Cooperating/Listing Brokerage, as requested, forthwith after completion.

Seller's acceptance is dated this _____ day of October yr, 2024.

The Seller declares their residency:

RESIDENT OF CANADA

INITIALS		

NON-RESIDENT OF CANADA

INITIALS		

as defined under the *Income Tax Act*.

SELLER

SELLER

SELLER

Indicates the capacity or location of signatory and distribution Ltd.

PRINT NAME

PRINT NAME

PRINT NAME

WITNESS

WITNESS

WITNESS

*PREC represents Personal Real Estate Corporation

Trademarks are owned or controlled by The Canadian Real Estate Association (CREA) and identify real estate professionals who are members of CREA (REALTOR®) and/or the quality of services they provide (MLS®).

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BCREA
British Columbia Real Estate Association



**THE CANADIAN
BAR ASSOCIATION**
British Columbia Branch

PAGE 1 of 3 PAGES

CONTRACT OF PURCHASE AND SALE ADDENDUM / AMENDMENT

MLS® NO: C8062005

DATE: October 09 2024

RE: ADDRESS: 34211 Hallert Road

Abbotsford

BC V3G 1P9

LEGAL DESCRIPTION: LOT 5 SECTION 3 TOWNSHIP 17 NEW WESTMINSTER DISTRICT PLAN 649A

PID: 006-892-230

OTHER PID(S):

ADDENDUM TO / AMENDMENT MADE FURTHER TO AND FORMING PART OF THE CONTRACT OF PURCHASE AND SALE


DATED October 9th 2024 MADE BETWEEN 1402574 B.C. Ltd.

AS BUYER(S), AND

Deloitte in the capacity as Receiver of Uppal Farms & Greenhouses Ltd.

AS SELLER(S) AND COVERING THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

1. SUBJECT to the Buyer perusing and approving an inspection report for said property, including water potability and supply testing if applicable and septic system inspection if applicable, to be performed by a Licensed Inspector of the Buyer's choice and at the Buyer's expense, on or before 30 days after acceptance of this contract. The Seller will allow access to the property for these purposes with reasonable notice. The Buyer is aware they have the right to waive the option of using a Licensed Inspector and understands and accepts the consequences of such action. This clause is for the sole benefit of the Buyer and may be waived or removed by the Buyer unilaterally.
2. SUBJECT to the Buyer obtaining financing on terms satisfactory to the Buyer on or before 30 days after acceptance of this contract. Prior to removal of this subject, the Buyer agrees to provide the Buyer's agent with written confirmation of unconditional approval from the Buyer's lending institution. This clause is for the sole benefit of the Buyer and may be waived or removed by the Buyer unilaterally.
3. SUBJECT to the Buyer receiving and approving all the tenancies in place currently on or before 30 days after acceptance of this contract.
4. SUBJECT to the Buyer doing a feasibility study and be satisfied with the current zoning and permitted use of the property on or before 30 days after acceptance of this contract.

Authentic
Kiraj Bhatnagar 

BUYER

1402574 B.C. Ltd.

PRINT NAME

WITNESS

BUYER

PRINT NAME

WITNESS

BUYER

PRINT NAME

WITNESS

SELLER

Deloitte in the capacity as Receiver of Uppal Farms & Greenhouses Ltd.

PRINT NAME

WITNESS

SELLER

PRINT NAME

WITNESS

SELLER

PRINT NAME

WITNESS

BC2005 REV. JAN 2023

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BAR ASSOCIATION
British Columbia Branch

PAGE 2 of 3 PAGES

CONTRACT OF PURCHASE AND SALE ADDENDUM / AMENDMENT

MLS® NO: C8062005

DATE: October 09 2024

RE: ADDRESS: 34211 Hallert Road

Abbotsford

BC V3G 1P9

LEGAL DESCRIPTION: LOT 5 SECTION 3 TOWNSHIP 17 NEW WESTMINSTER DISTRICT PLAN 649A

PID: 006-892-230

OTHER PID(S):

ADDENDUM TO / AMENDMENT MADE FURTHER TO AND FORMING PART OF THE CONTRACT OF PURCHASE AND SALE

DATED October 9th 2024 MADE BETWEEN 1402574 B.C. Ltd.

AS BUYER(S), AND

Deloitte in the capacity as Receiver of Uppal Farms & Greenhouses Ltd.

AS SELLER(S) AND COVERING THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

The Buyer may assign the Buyer's rights in this Contract, in whole or in part, to any person without the consent of the Seller. The assignment by the Buyer will not relieve the Buyer from the Buyer's obligations under this Contract.

Notwithstanding any and all representations made, the Buyer is satisfied with the size, measurements and other information of the dwelling(s) and/or land(s) and acknowledges that the size, measurements, zoning information and allowable land use provisions, and other information they have received regarding the dwelling(s) and/or land(s) while thought to be accurate, is not guaranteed to be accurate, and if important to the Buyer, should not be relied upon without verification with the proper authorities by the Buyer themselves prior to this contract becoming firm.

The Buyer is aware of municipal property tax adjustments, as well as the Property Transfer Tax in the amount of 1% on the first \$200,000.00, 2% on the amounts between \$200,000.00 and \$2,000,000.00, 3% on the amounts between \$2,000,000.00 and \$3,000,000.00 and 5% on the amounts over \$3,000,000.00, as well as the 20% Property Transfer Tax that is applicable to Foreign National Buyers for real estate purchased in the Capital Regional District, Fraser Valley Regional District, Metro Vancouver Regional District, Central Okanagan and Nanaimo Regional District, and may be payable at Completion.

AuthenticSign

Viraj Bector

BUYER

1402574 B.C. Ltd.

PRINT NAME

WITNESS

AuthenticSign

Rimpo

BUYER

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BUYER

PRINT NAME

WITNESS



SELLER

Deloitte in the capacity as Receiver of Uppal Farms & Greenhouses Ltd.

PRINT NAME

WITNESS



SELLER

PRINT NAME

WITNESS



SELLER

PRINT NAME

WITNESS

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THE CANADIAN
BAR ASSOCIATION
British Columbia Branch

PAGE 3 of 3 PAGES

CONTRACT OF PURCHASE AND SALE ADDENDUM / AMENDMENT

MLS® NO: C8062005 DATE: October 09 2024
 RE: ADDRESS: 34211 Hallert Road Abbotsford BC V3G 1P9
 LEGAL DESCRIPTION: LOT 5 SECTION 3 TOWNSHIP 17 NEW WESTMINSTER DISTRICT PLAN 649A
 PID: 006-892-230 OTHER PID(S): _____


ADDENDUM TO / AMENDMENT MADE FURTHER TO AND FORMING PART OF THE CONTRACT OF PURCHASE AND SALE
 DATED October 9th 2024 MADE BETWEEN 1402574 B.C. Ltd.

_____ AS BUYER(S), AND

Deloitte in the capacity as Receiver of Uppal Farms & Greenhouses Ltd.

AS SELLER(S) AND COVERING THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

The Seller and Buyer acknowledge that the real estate licensees are not qualified to give legal, accounting or tax advice, and that any questions regarding legal documents, including charges registered against title, accounting or taxes payable should be answered by independent legal counsel and/or accountants. The Buyer and Seller acknowledge that they have been advised and afforded the time to seek independent professional advice regarding the form and content of this contract of purchase and sale and any and all related documentation prior to this contract becoming firm.

Authentic

 BUYER
1402574 B.C. Ltd.
 PRINT NAME

 WITNESS

 SELLER
Deloitte in the capacity as Receiver of Uppal Farms & Greenhouses Ltd.
 PRINT NAME

 WITNESS

BUYER

 PRINT NAME

 WITNESS

 SELLER

 PRINT NAME

 WITNESS

BUYER

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 SELLER

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SCHEDULE "A"
(Court Approved Sale)

DATE: October 9, 2024

CONTRACT OF PURCHASE AND SALE RE PID: 006-892-230; LOT 5 SECTION 3 TOWNSHIP 17 NEW WESTMINSTER DISTRICT PLAN 649A (the "Property")

The following terms replace, modify and where applicable override the terms of the Contract of Purchase and Sale, including any addenda and/or amendments thereto (collectively, the "Contract of Purchase and Sale"). Where a conflict arises between the terms of this Schedule and the Contract of Purchase and Sale, the terms of this Schedule shall apply and govern. Notwithstanding any term or condition of the Contract of Purchase and Sale, the parties hereto agree as follows:

1. All references to Vendor/Seller in the Contract of Purchase and Sale and in this Schedule mean Deloitte Restructuring Inc., as Court appointed Receiver and Manager of Uppal Farms & Greenhouses Ltd. (the "Receiver"), and not in its personal capacity, pursuant to a Receivership Order made by The Supreme Court of British Columbia (the "Court") in a proceeding between The Toronto-Dominion Bank, as plaintiff, and Uppal Farms & Greenhouses Ltd., a defendant, and the other defendants therein.
2. The Receiver is not contractually or otherwise liable to any party in any way under the Contract of Purchase and Sale and shall not be under any obligation to advocate for the Court's acceptance of the Contract of Purchase and Sale. The only obligation of the Receiver will be to facilitate the completion of a sale once all conditions have been met and complied with, including Court approval and the expiry of any appeal period, subject to the Receiver's discretion.
3. The Buyer accepts the Property "as is, where is" and agrees to save the Receiver harmless from all claims resulting from or relating to the age, fitness, condition, zoning, lawful use, environmental condition or circumstances and location of the Property, and agrees to accept the Property subject to any outstanding work orders or notices or infractions as to the date of closing and subject to the existing municipal or other governmental by-laws, restrictions or orders affecting its use, including subdivision agreement and easements.
4. The Buyer acknowledges and agrees that the Receiver makes no representations or warranties whatsoever with respect to the Property. The Buyer acknowledges and agrees that they have relied entirely upon their own inspection and investigation with respect to quantity, quality and value of the Property.
5. With respect to environmental matters, and without limiting the generality of the foregoing, the Buyer agrees that they are responsible to investigate the environmental condition of the Property to their satisfaction and that they are responsible to satisfy themselves, and is relying on their own investigations to verify that the level of Contaminants, as hereinafter defined, on or migrating to or from the Property is satisfactory to the Buyer and the environmental condition of the Property is otherwise acceptable. Contaminants includes, without limitation, any contaminant, pollutant, underground or aboveground tank, asbestos materials, urea formaldehyde, deleterious substance, dangerous substance or good, hazardous, corrosive or toxic substance, special waste, waste or any other substance which is now or hereafter regulated under any laws, regulations, bylaws, orders or other lawful requirements of any governmental authority having jurisdiction over the Property.
6. The Receiver is not and will not be liable to the Buyer nor to anyone claiming by, through or under the Buyer for any damages, costs or expenses for damage caused to the Property by the registered owner of the Property or their tenants, guests, assigns, agents or by persons unknown.
7. This Contract of Purchase and Sale is subject to approval by the Court, with the real estate commission in respect of this contract of Purchase and Sale to be paid only if the sale completes pursuant to an order of the Court. This condition is for the sole benefit of the Receiver.
8. This Contract will become public information prior to the Court approval date and competing purchasers will have the ability to submit higher offers. The Buyer will have the ability (subject to the Court's discretion) to modify the Contract to respond to competing offers and it is recommended that the Buyer seek independent legal advice to advance its own offer to the Court. So long as it remains in force the Receiver will be complying with The Supreme Court of British Columbia's Practice Direction – 62 "Sealed Bid Process for Foreclosures and Other Matters Involving the Sales of Land" and the Buyer hereby acknowledges and agrees to that Bid Process and any amendments thereto. The Receiver may be compelled to advocate that the court consider a further tender process be undertaken, or that other offers be accepted, in order to obtain the highest price for the Property. The Receiver gives no undertaking to advocate for the acceptance of this offer. To protect their interest in purchasing

the Property, the Buyer acknowledges and agrees that they should attend at any future court hearing in person or by agent and be prepared there, or as may otherwise be directed by the court, to make such amended or increased offer to purchase the Property as the court may permit or direct.

9. This Contract of Purchase and Sale may be terminated at the Receiver's sole option if at any time prior to Court approval the Receiver determines it is inadvisable to present this Contract of Purchase and Sale to the Court for any reason whatsoever, and in any such event the Receiver shall have no further obligations or liability to the Buyer under this Contract of Purchase and Sale or otherwise. This condition is for the sole benefit of the Receiver.
10. The Buyer acknowledges and agrees that they are purchasing title to the Property free and clear of all encumbrances of the parties to the proceedings concerning the Property in accordance with such vesting order as may be made in the said proceedings except: subsisting conditions, provisos, restrictions, exceptions and reservations, including royalties contained in the original grant or contained in any other grant or disposition from the Crown registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities, existing tenancies, if any, and except as otherwise set out herein.
11. The Buyer acknowledges and agrees that time will be of the essence hereof, and unless the balance of the cash payment is paid and such formal agreement to pay the balance as may be necessary is entered into on or before the Completion Date, the Receiver may at its option either terminate or reaffirm this Contract, and in either event the amount paid by the Buyer, including without limitation the deposit, will be absolutely forfeited to the Receiver on account of damages, and not in substitution therefore, without prejudice to the Receiver's other remedies.
12. No property condition disclosure statement concerning the Property forms part of this Contract of Purchase and Sale whether or not such a statement is attached to it.
13. The Purchase Price does not include Goods and Services Tax ("GST"), Provincial Sales Tax ("PST"), Harmonized Sales Tax, property transfer tax, or any other tax that may be applicable (collectively, "Taxes"). The Buyer will be liable for and shall pay all Taxes and registration charges and transfer fees properly payable upon and in connection with the sale and transfer of the Property by the Receiver to the Buyer. On the completion date for the sale, the Buyer will provide the Receiver with a certificate signed by the Buyer or its officer confirming the Buyer's GST and PST registration numbers together with an undertaking to self-assess and remit any GST or PST payable in respect of the transaction and an indemnity in that regard in a form acceptable to the Receiver, and, in any event, the Buyer shall pay any and all Taxes payable in respect of the purchase of the Property hereunder, and shall fully comply with the provisions of the federal Excise Tax Act, Provincial Sales Tax Act and Property Transfer Tax Act. The Buyer shall obtain its own legal, accounting and other professional advice as to GST and PST and any other Taxes.
14. The Buyer waives any right it may have with respect to confirmation and/or acknowledgement of the residency of the Receiver and/or registered or beneficial owner(s) of the Property and expressly agrees, represents and warrants that it will not withhold any portion of the sale proceeds for any reason pertaining to the residency of the Receiver and/or registered or beneficial owner(s) of the Property. In that regard, the Buyer agrees, represents and warrants that it has performed its own investigation and due diligence with respect to the residency of the Receiver and/or registered or beneficial owner(s) of the Property and, to the extent necessary, has incorporated any associated risks into its purchase price.
15. The Receiver may, at its sole discretion, extend the Completion Date by up to 15 business days.
16. The Buyer acknowledges and agrees that the Receiver shall not be liable to the Buyer for any loss, damage or expense, whether in contract, law or by statute, arising out of or related in any way to the Receiver's failure to deliver vacant possession to the Buyer on the Possession Date or thereafter provided that, if vacant possession is required to be delivered to the Buyer under the Contract of Purchase and Sale, the Receiver makes reasonable efforts to deliver vacant possession through a writ of possession or such other lawful enforcement means as the Receiver considers advisable in its sole discretion.
17. If the Buyer fails or refuses to complete the purchase and sale herein contemplated after all the Buyer's conditions have been satisfied or waived, the Deposit together with accrued interest thereon shall be forfeited to the Receiver as liquidated damages as a genuine pre-estimate of its damages, without prejudice to any other rights and remedies which the Receiver may have at law or in equity against the Buyer. In accordance with s. 30(1)(g) and 30(2)(b) of the *Real Estate Services Act*, the Buyer and Receiver hereby agree to the release of the Deposit and accrued interest thereon to the Receiver, and the Buyer hereby instructs the party holding the Deposit to so release the Deposit together with accrued interest thereon to the Receiver, upon written demand

from the Receiver or its counsel confirming that the Buyer has failed or refused to complete the purchase and sale herein contemplated despite the Buyer's conditions having been satisfied or waived.

18. All funds payable in connection with this Contract of Purchase and Sale will be by certified cheque or bank draft and shall be delivered by prepaid courier to the solicitor acting for the Receiver.
19. This Schedule may be executed in one or more counterparts, each of which will be an original, and all of which together will constitute a single instrument. This Schedule may be signed and/or transmitted by fax or by electronic mail of a .PDF document or electronic signature (e.g., DocuSign or similar electronic signature technology) and thereafter maintained in electronic form, and such electronic record will be as valid and effective to bind the party so signing as a paper copy bearing such party's handwritten signature. The parties further consent and agree that the electronic signatures appearing on this Schedule will be treated, for the purposes of validity, enforceability, and admissibility, the same as handwritten signatures.

Witness

Witness

Witness

AuthenticSign
Viraj Bector

Buyer
Rimpi

Buyer 1402574 BC Ltd.

Deloitte Restructuring Inc. in its capacity as Court-Appointed Receiver and Manager of Uppal Farms & Greenhouses Ltd.

This is Exhibit "AA" referred to in the affidavit of K. Hotel sworn before me at Calgary this 25 day of October 2024.

A handwritten signature in black ink, appearing to be 'Derek Pontin', written over a horizontal line.

A Commissioner for taking Affidavits within Alberta

Derek Pontin
Barrister and Solicitor

No. _____
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

THE TORONTO-DOMINION BANK

Petitioner

AND:

UPPAL FARMS & GREENHOUSES LTD., BHALVINDER
KAUR THANDI, JAGRAJBIR KAUR UPPAL, GURMINDER
SINGH UPPAL, PAWANBIR SINGH UPPAL, THE CROWN IN
RIGHT OF BRITISH COLUMBIA, HIS MAJESTY THE KING
IN RIGHT OF CANADA, DUC HUY NGO, JASVIR KAUR
JOHAL, DALJIT SINGH GILL, MKR GROWERS LTD., MGB
ENT. LTD., AGRICULTURAL CREDIT CORPORATION, DE
LAGE LANDEN FINANCIAL SERVICES CANADA INC.,
LINDE CANADA INC. and ALL TENANTS AND
OCCUPANTS OF THE SUBJECT LANDS

Respondents

CONSENT TO ACT

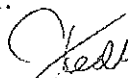
Deloitte Restructuring Inc., a Licensed Insolvency Trustee, HEREBY CONSENTS to act as
Receiver of:

- a) All of the assets, undertakings and property of the respondent, Uppal Farms & Greenhouses Ltd., including the lands legally described as Lot 5 Section 3 Township 17 New Westminster District Plan 649A (PID 006-892-230); and
- b) The lands legally described as Parcel "B" (J147113E) Lot 10 Section 3 Township 17 New Westminster District Plan 649A (PID: 006-892-621) and all assets, undertakings and property of Bhalvinder and Jagrajbir arising from, relating to or in connection with the Lot 10 Lands, including the pepper farm business operating thereon.

DATED at the City of Vancouver, Province of British Columbia, this 23rd day of October 2024.

Deloitte Restructuring Inc.

Per:



Name: Jeff Keeble, CPA, CA, CIRP, LIT, CBV
Senior Vice President

No.
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH
COLUMBIA**

BETWEEN:

THE TORONTO-DOMINION BANK

Petitioner

AND:

UPPAL FARMS & GREENHOUSES LTD. et al

Respondents

A F F I D A V I T

OWEN BIRD LAW CORPORATION

PO Box 1

Vancouver Centre II

2900 - 733 Seymour Street

Vancouver, BC V6B 0S6

Attention: Scott H. Stephens

File No. 34172-0054
