

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

ROYAL BANK OF CANADA

Applicant

- and -

NATIONAL STRUCTURES (2011) INC.

Respondent

APPLICATION UNDER s. 101 of the *Courts of Justice Act*, R.S.O. 1990, c.C-43 and
s. 243 (1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, ss. 67(1)(a) and (e) of the
Personal Property Security Act, R.S.O. 1990, c. P.10 and
Rules 3 and 14.05(2), (3) (g) and (h) of the *Rules of Civil Procedure*

APPLICATION RECORD

SOLOWAY WRIGHT LLP

Lawyers

700-427 Laurier Avenue West

Ottawa, ON K1R 7Y2

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613-236-0111 telephone

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Lawyers for the Applicant

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TAB 1



Electronically issued:
 Délivré par voie électronique
 Ottawa

Court File No. CV-21-88063

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Personal Property Security Act, R.S.O. 1990, c. P.10 and
 Rules 3 and 14.05(2), (3) (g) and (h) of the *Rules of Civil Procedure*

NOTICE OF APPLICATION

TO THE RESPONDENT

A LEGAL PROCEEDING HAS BEEN COMMENCED by the Applicant. The Claim made by the Applicant appears on the following page.

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

- In person
- By telephone conference
- By video conference

On Thursday, December 16, 2021, at 9:00 a.m.

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

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

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

Date December 6, 2021

Issued by

J Ballantyne
Local Registrar

Address of

court office: 161 Elgin Street, Ottawa, Ontario, K2P 2K1

TO: See attached Service List

SERVICE LIST

1. **National Structures (2011) Inc.**
15 Kellwood Crescent
Napanea, ON K7R 4A1
Email: mharris@nationalstructures.ca and bwilson@nationalstructures.ca

2. **Michael Harris**
64 Golden Iris Crescent
Waterdown, ON L0R 2H8
Email: mharris@nationalstructures.ca

3. **Michael Harris also known as Mike Harris**
c/o 15 Kellwood Crescent
Napanea, ON K7R 4A1
Email: mharris@nationalstructures.ca

4. **Bradley Wilson**
2139 Fish Lake Road
Demorestville, ON K0K 1W0
Email: bwilson@nationalstructures.ca

5. **Bradley Wilson also known as Brad Wilson**
c/o 15 Kellwood Crescent
Napanea, ON K7R 4A1
Email: bwilson@nationalstructures.ca

6. **BRS Tax Lawyers LLP**
2150 Islington Avenue, Suite 103
Toronto, ON M9P 3V4
Attn: John D. Buote
Email: jbuote@brstaxlaw.ca
Lawyers for the Debtor

7. **Canada Revenue Agency, Legal Services**
555 McKenzie Road
Ottawa, ON K1A 0L5
Email: Collections@justice.gc.ca

8. **HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ONTARIO AS REPRESENTED BY THE MINISTER OF FINANCE (Income Tax, PST)**
P.O. Box 620
33 King Street West, 6th Floor
Oshawa, ON L1H 8E9
Email: Insolvency.Unit@ontario.ca
9. **Intact Insurance Company**
700 University Avenue
Toronto, ON M5G 0A1
10. **Meridian Onecap Credit Corp.**
Suite 1500-4710 Kingsway
Burnaby, BC V5H 4M2
11. **Wells Fargo Equipment Finance Company**
1100-1290 Central Parkway West
Mississauga, ON L5C 4R3
12. **RCAP Leasing Inc.**
5575 North Service Road, Suite 300
Burlington, ON L7L 6M1
Email: rcap.collections@rcapleasing.com and laura.pollock@rcapleasing.com
13. **Kubota Canada Ltd.**
5900 14th Avenue
Markham, ON L3S 4K4
14. **CWB National Leasing Inc.**
1525 Buffalo Place
Winnipeg, MB R3T 1L9
15. **National Leasing Group Inc.**
1525 Buffalo Place
Winnipeg, MB R3T 1L9
16. **CLE Capital Inc.**
3390 South Service Road, Suite 301
Burlington, ON L7N 3J5
17. **Lbel Inc.**
5035 South Service Road
Burlington, ON L7L 6M9

- 18. John Deere Financial Inc.**
3430 Superior Court
Oakville, ON L6L 0C4

- 19. Ford Credit Canada Company**
P.O. Box 2400
Edmonton, AB T5J 5C7

- 20. Ford Credit Canada Leasing, Division of Canadian Road Leasing Company**
P.O. Box 2400
Edmonton, AB T5J 5C7

- 21. Business Development Bank of Canada**
201-1000 Gardiners Road, Box 265
Kingston, ON K7L 4V8
Attn: Marlène Rodrigue
Email: marlene.rodrigue@bdc.ca

- 22. Trisura Guarantee Insurance Company**
333 Bay Street, Suite 1610, Box 22
Toronto, ON M5H 2R2

- 23. Royal Bank of Canada**
36 York Mills Road, 4th Floor
Toronto, ON M2P 0A4
Attn: Jerry Tsao
Email: jerry.tsao@rbc.com

APPLICATION

1. The Applicant, Royal Bank of Canada (the “Bank”), makes application for:
 - (a) an Order, if necessary, dispensing with service and filing of the within Application, declaring that service of this Application has been validly effected on all necessary parties and declaring that this Application is properly returnable on Thursday, December 16, 2021 at 9:00 a.m. in Ottawa, Ontario, or as soon thereafter as this Application can be heard;
 - (b) an Order pursuant to s. 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C-43 (the “CJA”) and/or s. 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3 (the “BIA”) and/or ss. 67(1) (a) and (e) of the *Personal Property Security Act* R.S.O. 1990 c.P.10 (the “PPSA”) appointing MNP Ltd. (“MNP”) as Court-Appointed Receiver (in such capacity, the “Receiver”), without security, over all of the assets, undertakings and property of the Respondent;
 - (c) an Order ancillary to the Receivership requested above in the form of the draft Order annexed hereto as Schedule “A”, as a result of the circumstances described in the Affidavit filed in support of this Application;
 - (d) costs of the Application on a substantial indemnity basis; and
 - (e) such further and other Relief as this Honourable Court may deem just.

2. The grounds for the application are:

The Parties

- (a) The Bank is a chartered bank which provides, amongst other services, financing to business corporations. At all material times, the Bank had a banking relationship with the Respondent, National Structures (2011) Inc. (the “Company”), and was constituted as a secured creditor of the Company pursuant to the Credit Facilities and the Security (as these terms are defined below).

- (b) The Company is federally incorporated with its registered office address located in Napanee, Ontario. At all material times, the Company was indebted to the Bank pursuant to the Credit Facilities and the Security. The Company's principals (the "**Principals**") are Michael Harris ("**Harris**") and Bradley Wilson ("**Wilson**"), and Harris and Wilson each guaranteed the Company's indebtedness to the Bank.
- (c) The Company previously operated a construction company specializing in structural construction and the Bank was informed that the Company ceased carrying on business in or about early- to mid-November 2021 and no longer employs any staff.

The Bank's Loans and Security

- (d) Pursuant to a Royal Bank of Canada letter of offer of credit agreement dated April 18, 2016 and RBC Visa Business Card Agreements dated November 6, 2014 and August 21, 2015, the following credit facilities were granted by the Bank to the Company (the "**Credit Facilities**"):
 - (i) A revolving demand facility in the amount of \$815,000.00; and
 - (ii) A Business Visa Facility in the maximum amount of \$50,000.00.
- (e) It was a condition of the granting of the Credit Facilities by the Bank to the Company that the Company grant the following security to the Bank (collectively, the "**Security**"), *inter alia*:
 - (i) A General Security Agreement from the Company in favour of the Bank granting a security interest over the Company's assets (the "**GSA**");
 - (ii) A Security Agreement (Chattel Mortgage for Other than Inventory and Consumer Goods) in favour of the Bank granting a security interest in specific equipment (the "**Chattel Mortgage**"); and
 - (iii) A Guarantee and Postponement of Claim from each of the Principals limited to the principal sum of \$860,000.00 each.

- (f) The Credit Facilities and the Security provide, among other things, that:
- (i) The Credit Facilities are repayable on demand;
 - (ii) The Company is required to make all payments that are required to be made pursuant to the Credit Facilities as and when due;
 - (iii) The Company is required to comply with certain financial covenants and reporting requirements to the Bank, including delivering to the Bank such financial and other information and documentation that the Bank may require or request;
 - (iv) All priority payables, including source deduction and HST remittances (the “**Priority Payables**”), are to be kept current at all times, and the Company is required to cooperate with the Bank to obtain copies of the Company’s records or other information and/or to collect information from any person regarding any potential Priority Payables;
 - (v) All assets subject to the Bank’s Security are to be fully insured;
 - (vi) It is an event of default, entitling the Bank to cancel the Credit Facilities, demand repayment in full, and to realize on its Security if, among other things:
 - a. The Company fails to pay to the Bank any principal, interest or other amount as and when due;
 - b. The Company, or any guarantor, fail to observe any covenant, provision, term or condition contained in the Credit Facilities or the Security;
 - c. There is a material deterioration in the financial condition of the Company or any guarantor, or the Company ceases to carry on business; and
 - d. The Company fails to immediately advise the Bank of any event of default.

Defaults Under the Credit Facilities and the Security and Transfer to SLAS

- (g) As is hereinafter detailed, the Company has a lengthy history of default under the terms and conditions of the Credit Facilities and the Security. As a result, the Company's accounts were initially referred to the Bank's Special Loans and Advisory Services unit on or about April 26, 2021, given the Bank's following concerns and defaults and breaches under the Credit Facilities and the Security:
- (i) Ongoing failures by the Company to keep Priority Payables current, which Priority Payables then exceeded approximately \$780,000.00;
 - (ii) Payment arrears and delinquencies, and the Company's inability to generate sufficient cash-flow so as to service the Credit Facilities and a shortfall in working capital;
 - (iii) The Company's ongoing excesses on the Credit Facilities and inability to cover shortfalls thereunder; and
 - (iv) The evident deterioration in the Company's financial conditions and affairs.
- (h) The foregoing constitute events of default under the Credit Facilities and the Security.
- (i) Further, the Credit Facilities and the Security provide that in the event of default, the Bank is entitled to accelerate payment of the outstanding amount of the loans and enforce its Security.
- (j) The Security also expressly provides that the Bank is entitled to appoint a Receiver in the event of default.
- (k) The Bank's security interest granted by the GSA was perfected by registration pursuant to the PPSA on February 3, 2014. The results of the November 30, 2021 search of the PPSA registry in respect of the Company confirm that there are a total

of 34 registrations as against the Company, including recent registrations by the Company's Principals on November 5, 2021.

Demands for Payment and Issuance of NITES

- (l) As a result of the foregoing and the ongoing defaults by the Company, the Bank demanded payment of the Credit Facilities by letters dated May 11, 2021, which required the repayment of the indebtedness owing by the Company and the guarantors to the Bank by May 21, 2021. As of that time, the Company was indebted to the Bank in the aggregate amount of \$738,556.53 (exclusive of costs and further accrued interest). The Bank further delivered to the Company and the guarantors a Notice of Intention to Enforce Security ("NITES") in accordance with section 244 of the BIA. The notice period under the NITES also expired on May 21, 2021.
- (m) Despite the Bank's foregoing demands for payment and issuance of the NITES requiring the entire indebtedness owing to the Bank to be repaid by no later than June 21, 2021, the Company and the guarantors have failed or refused and continue to fail or refuse to repay the indebtedness owing to the Bank.
- (n) As of December 1, 2021, the Company's aggregate indebtedness to the Bank pursuant to the Credit Facilities totals \$611,881.74, as follows (exclusive of further accrued interest and costs):

Principal:	\$586,355.51
Accrued Interest to December 1 2021:	\$ 2,053.28
<u>Fees, costs and disbursements:</u>	<u>\$ 23,472.95</u>
Total:	\$611,881.74
Per diem interest:	\$ 67.84

Forbearance Agreement, Breaches Thereof and the Company's Consent to the Receivership Order

- (o) In order to attempt to accommodate the Company and to provide it with time to repay the Bank, the Bank agreed to enter into a forbearance agreement with the Company dated June 9, 2021 (the "**Forbearance Agreement**").
- (p) Pursuant to the Forbearance Agreement, the Company acknowledged, amongst other things, its indebtedness to the Bank, its defaults under the Credit Facilities and Security, and that it had no right of set-off, counter-claim, damages or any similar right or claim. The principal terms of the Forbearance Agreement include the following:
 - (i) A forbearance period to December 31, 2021, during which period the Company would actively attempt to fully repay the Bank, and full repayment of the entire indebtedness owing to the Bank by no later than December 31, 2021;
 - (ii) Pursuant to the Forbearance Agreement, the Company consented to a Receivership Order (the "**Consent Receivership Order**"); and
 - (iii) The Company was required to keep Priority Payables current throughout the forbearance period, including all remittances on account of HST and source deductions, and all arrears in Priority Payables were to be brought current by September 16, 2021.
- (q) Pursuant to the terms of the Forbearance Agreement, the Consent Receivership Order was to be held in escrow by the Bank's counsel unless there was any default by the Company in complying with the requirements of the said agreement. In the event of default, the Bank was immediately entitled to issue the Consent Receivership Order and proceed with enforcement thereof, in addition to any other rights or remedies it might have pursuant to the Forbearance Agreement, the Credit Facilities and/or the Security.

- (r) The Company defaulted under the Forbearance Agreement by, amongst other things, failing to bring Priority Payables current by September 16, 2021. As a result of these defaults, the Bank instructed its legal counsel in this matter to terminate the Forbearance Agreement.
- (s) In light of the foregoing, the Bank is entitled to issuance of the Consent Receivership Order and the Company has consented to the issuance thereof.

Recent Developments and the Necessity for the Appointment of a Receiver

- (t) Under cover of an email from the Company's previous counsel dated October 22, 2021, counsel provided a printout from Canada Revenue Agency's website with respect to the status of the Company's Priority Payables, which confirmed that the Company had arrears in HST remittances totaling \$453,078.89.
- (u) The most recent developments in this matter are summarized as follows, all of which is set out in the November 9, 2021 to November 30, 2021 email exchanges between counsel for the Company's Principals and counsel for the Bank:
 - (i) On November 9, 2021, counsel for the Principals confirmed that the Company was unable to continue operating and that his clients would fully cooperate with the Bank to enable the Bank to realize on its Security. Counsel for the Bank responded later that same day and directed counsel to MNP, a licensed insolvency trustee, to assist with the Company's insolvency, and MNP then requested certain financial information from the Company on November 11, 2021.
 - (ii) On November 11, 2021, counsel for the Principals suggested a sale by auction of the Company's assets in the spring of 2022 and that some assets be sold now in order to fund repairs to other assets. Counsel for the parties had a teleconference on November 12, 2021, during which counsel for the Bank confirmed that the proposed approach would not be acceptable, and that in order to make an informed decision on next steps, the following information would be required: (1)

a detailed list of all of the Company's assets, including the current location of each asset; (2) updated particulars with respect to the current status of HST and source deduction remittances; (3) the Company's most recent trial balance; and (4) a detailed list of unsecured and secured debts.

- (iii) On November 16, 2021, given that the above information had not been delivered to the Bank on November 15, 2021 as agreed, counsel for the Bank again requested this information in writing. Thereafter, on November 19, 2021, counsel for the Principals confirmed that the Company's assets were spread out at different work sites and needed to be recovered and that the Company estimated the costs to do so at \$60,000.00. Counsel for the Principals also raised security concerns since the assets were not "under lock and key".
- (iv) On November 22, 2021, counsel for the Bank confirmed that the Company should coordinate its insolvency proceedings with MNP, along with putting into place a plan with MNP to recover the assets. Thereafter on the same day, MNP confirmed that it would require certain information for the Company's insolvency, and stressed the importance of recovering the Company's equipment and assets from the various work sites since the work site contractors could refuse access to the sites in the future. MNP again requested a list of equipment with serial numbers.
- (v) On November 24, 2021, MNP again followed up with counsel for the Principals on the information required for the Company's insolvency, including, amongst others: a list of the location of the assets and confirmation that the assets should be moved to a central, controlled and safe location, which could be funded by the Bank; a copy of the Company's current insurance policy and the name of the broker; and updated reports with respect to HST filing and federal taxes.
- (vi) On November 25, 2021, counsel for the Bank followed up with counsel for the Principals given that no information had been provided following the previous requests. In response, on that same day, counsel for the Principals confirmed that

there was no longer any staff employed by the Company and that the Company would begin to gather as much information as promptly as possible.

- (vii) On November 26, 2021, the parties exchanged emails in order to coordinate a call to discuss the next required steps in the Company's insolvency and agreed to schedule a call in this regard for the following Monday, November 29, 2021 at 3:45 pm. In this email exchange, MNP again reiterated the importance of getting possession and control of the Company's assets.
- (viii) On November 29, 2021, at 3:43 p.m., being two minutes prior to previously scheduled call, counsel for the Principals sent an email confirming that the Company had filed an NOI pursuant to the BIA with another insolvency trustee firm, despite the Company's previous repeated assurance that they would cooperate with the Bank and the significant efforts made by the Bank and MNP to assist the Company in its insolvency. Counsel for the Bank responded in part as follows later on November 29th:

This is regrettable and demonstrates that your clients have not been dealing with the Bank in good faith. As you know, the Bank, through MNP, has now repeatedly requested over the last several weeks a complete listing of the company's assets and the location thereof. As well, MNP has emphasized the importance of securing and protecting the assets for the secured and priority creditors. This information is required to be provided to the Bank pursuant to the express terms and conditions of the loan and security instruments held by the Bank. Despite various assurances that this information would be provided none of it has to date been provided. Instead, and rather than cooperate with Bank and participate on a previously scheduled call, in the interim your clients, contrary to what was agreed to with the Bank, elected to file an NOI, with a licensed insolvency trustee that is likely unknown to the Bank. As a result of your clients' lack of cooperation, the Bank is currently unable to confirm the current whereabouts of the assets subject to its security, whether the assets are being safeguarded and who, if anyone, has care and control of the assets, and whether they are insured.

In the circumstances, I suspect that my instructions from the Bank will likely be to bring a receivership application to file the consent receivership order that your clients executed as part of the now terminated forbearance agreement. In this regard, you should note that the Bank's notice of intention to enforce security issued pursuant to s. 244 of the BIA expired on May 21, 2021. Thus, the filing of an NOI by your clients does not in any way stay the Bank from enforcing its security.

Please confirm the following by no later than **12:00 pm tomorrow**:

- Where the assets subject to the Bank's security are currently located. Please provide a list and the location of the assets, which has now been repeatedly requested by the Bank. If any party is in care and control of the assets, please confirm the identify of the party and provide contact information. The Bank requires this information so that it may take whatever conservatory measures may be required to preserve and protect the assets subject to its security.
 - Please confirm that no assets subject to the Bank's security will be sold or otherwise dealt with. Please also confirm that no steps will be taken with respect to these assets without the Bank's express and written consent and authorization.
 - That all of the assets subject to the Bank's security are fully insured and provide an insurance certificate in this regard.
- (ix) On November 30, 2021 counsel for the Principals confirmed that the Company's assets were being protected and moved to the Company's premises and that he would confirm insurance coverage with respect to the assets. On the same day, the Bank's lawyer responded in part as follows:

The Bank has lost confidence in your clients' ability to recover and secure the assets, all of which are subject to RBC's first-ranking security. In this regard, over the last weeks you repeatedly confirmed that the assets were vulnerable because they were located at various unsecured worksites, at which work had stopped, and that the only way to protect the assets was to recover them. You further confirmed that your clients did not have the equipment necessary to recover the assets, nor the funds to do so, which your clients claimed exceeded \$60,000. In the interim, your clients ignored repeated requests for a list of the assets confirming their locations. You therefore inquired as to whether the Bank would fund the recovery. Despite, all of the foregoing, your clients are now suggesting that they will be recovering and safeguarding the assets, which is wholly inconsistent with your previous advice on the issue.

Further, it is evident from your clients filing of an NOI that, despite their previous assurances that they would cooperate with the Bank, they are attempting to exclude the Bank from the sales process. In this regard, they have conferred with an auctioneer without conferring with or seeking or obtaining the Bank's consent and approval, and they have suggested selling the assets in the spring, all of which is unacceptable to the Bank. Further, the foregoing was done despite the fact that RBC is constituted as a first-ranking secured creditor that is not prepared to support any proposal proceedings. Thus, in the circumstances and without secured creditor support, there are no prospects for any BIA proposal to succeed. Further, none of the assets subject to RBC's security are to be used to fund the proposal proceedings. I am copying Richard Killen on this email so that they are aware of the Bank's position and to avoid any confusion in this regard.

Given the foregoing, the Bank is not prepared to support any sales process involving the sale of assets subject to its security that is not Court supervised, sanctioned and approved. This will require that an appropriate and sufficient sales and marketing process be implemented so as to maximize recovery for all stakeholders. This will protect the interests of all stakeholders, including those of your clients. Thus, my instructions are to

proceed with having the consent receivership order issued by the Court so that the assets can then be sold in an orderly manner under Court supervision and with the Court's approval. Further, the best means by which to address the various competing claims in this matter, including those of secured creditors, lessors, priority creditors and any deemed statutory trust claims is in the context of a receivership, which will provide a forum to adjudicate any disputes if necessary.

- (v) Despite numerous requests, including those set out above and made on November 12, 16, 24, 25 and 29, 2021, the following information has not been provided by the Company and the Principals to the Bank: (1) a list of the location of each the Company's assets subject to the Bank's Security; (2) updated particulars with respect to the status of the Company's Priority Payables; and (3) confirmation of insurance coverage in respect of the Company's assets subject to the Bank's Security. The failure to provide this information constitutes a default under the terms and conditions of the Credit Facilities and the Security. Further, in the absence of this information, the Bank is unable to assess its risk and take appropriate conservatory measures to recover and preserve the assets.
- (w) The foregoing confirms that the assets subject to the claims of secured creditors are dispersed and that the Company and the Principals are unlikely to be able to recover and take appropriate conservatory measures with respect to the assets. A Court-Appointed Receiver will be better able to achieve this task given the standard terms contained in the model Receivership Order, which require the Company and third parties to cooperate with and assist the Receiver.
- (x) The Company ceased operating and no longer employs any staff. It is consequently insolvent and is not generating any cash flow or profit and cannot honour its significant obligations to the Bank (totaling \$611,881.74 as of December 1, 2021), to CRA (totaling \$453,078.89 as of late-October 2021) and to its other creditors. Further, CRA holds a deemed statutory trust claim with respect to the foregoing, which imperils the Bank Security, since it could rank in priority to the Bank's Security.

- (y) The Bank's demands for payment and the NITES expired over seven (7) months ago on May 21, 2021, such that the Bank has been entitled to enforce the Security since that time.
- (z) Pursuant to the Forbearance Agreement, the parties have consented to the issuance of the Receivership Order.
- (aa) There may be several competing claims in this matter given the number of secured creditors, equipment lessors, priority creditors, such as CRA, and unsecured claims. Thus, appointing a Court-appointed Receiver will provide for a stay of proceedings of these claims and a forum to have these claims adjudicated in the event any disputes arise in the future.
- (bb) Further, the Bank is contractually and statutorily entitled to the appointment of a Receiver pursuant to the Bank's Credit Facilities and Security, and the BIA (s. 243), the CJA (s. 101) and the PPSA (s. 67) given the Company's numerous defaults as outlined herein.
- (cc) The foregoing confirms that the security held by the Bank is in jeopardy and it is necessary for a Receiver to take control of the Company's Property to ensure that the Company's assets are dealt with in an orderly and proper manner. In this regard, MNP, a duly qualified Receiver, has consented to act as Court-Appointed Receiver of the Company.
- (dd) In light of the foregoing, I verily believe that the appointment of a receiver is just and equitable in the circumstances and necessary for the protection of the Company's property and for the protection of the interests of all stakeholders.
- (ee) Section 101 of the CJA;
- (ff) Subsections 243 (1) and 243(1.1)(b) of the BIA;
- (gg) Subsections 67(1)(a) and (e) of the PPSA;

(hh) Rules 1.04, 2.03, 3.02, 14.05(2), (3) (g), (h), 38 and 41 of the *Rules of Civil Procedure*; and

(ii) Such further and other grounds as counsel may advise.

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

(a) The Affidavit of Jerry C. Tsao, sworn December 6, 2021 and the Exhibits thereto;

(b) The Consent of MNP Ltd. to act as Court-Appointed Receiver/Manager; and

(c) Such further and other evidence as the lawyers for the Applicant may advise and this Honourable Court may permit.

Date: December 6, 2021

SOLOWAY WRIGHT LLP

Lawyers

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613-238-8507 facsimile

Lawyers for the Applicant, Royal Bank of
Canada

SCHEDULE "A"

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE) _____, THE ___ DAY
JUSTICE) OF _____, 202__.

BETWEEN:

ROYAL BANK OF CANADA

Applicant

- and -

NATIONAL STRUCTURES (2011) INC.

Respondent

ORDER

THIS APPLICATION made by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing MNP Ltd. as receiver (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties (collectively, the "Property") of the Respondent (hereinafter the "Debtor") acquired for, or used in relation to a business carried out by the Debtor, was heard this day at the Courthouse, 161 Elgin Street, Ottawa, Ontario, K2P 2K1.

ON READING the Affidavit of Jerry C. Tsao, sworn on December 6, 2021 and the Exhibits thereto, the Factum and Authorities of the Applicant, on hearing the submissions of counsel for the parties, no one appearing on behalf of any other creditors on the Service List although duly served as appears from the Affidavit of Service of Roxanne Chapman sworn on December 7, 2021 and on reading the consent of MNP Ltd., dated December 2, 2021, to act as the Receiver in respect of the assets of the Respondent referred to herein,

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Application and the Application is hereby abridged and validated so that this application is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, MNP Ltd. is hereby appointed Receiver, without security, of all of the Property of the Debtor acquired for, or used in relation to a business carried out by the Debtor, including all proceeds thereof.

RECEIVER'S POWERS

3. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;

- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,

- (i) without the approval of this Court in respect of any transaction not exceeding \$_____, provided that the aggregate consideration for all such transactions does not exceed \$_____; and
- (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply.

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;

- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. THIS COURT ORDERS that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. THIS COURT ORDERS that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (92) days notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

8. THIS COURT ORDERS that no proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

9. THIS COURT ORDERS that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

10. THIS COURT ORDERS that all rights and remedies against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor are not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

11. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

12. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the

Receiver, and that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

13. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "Post Receivership Accounts") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

14. THIS COURT ORDERS that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor' behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

15. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their

advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

17. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5)

or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

18. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "Receiver's Charge") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

19. THIS COURT ORDERS that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Ontario Superior Court of Justice.

20. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

21. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$_____ (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the

Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

22. THIS COURT ORDERS that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

23. THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.

24. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SERVICE AND NOTICE

25. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the "Protocol") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this order shall constitute an order for substituted service pursuant to Rule 16.04 of the *Rules of Civil Procedure*. Subject to Rule 3.01(d) of the *Rules of Civil Procedure* and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL '<@>'.

26. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by

forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtor' creditors or other interested parties at their respective addresses as last shown on the records of the Debtor and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

27. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

28. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

29. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

30. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

31. THIS COURT ORDERS that the Plaintiff shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis to be paid by

the Receiver from the Debtor' estate with such priority and at such time as this Court may determine.

32. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

RECEIVER'S CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that MNP Ltd., the receiver (the "Receiver") of all of the assets, undertakings and properties of the Debtor, acquired for, or used in relation to the Property appointed by Order of the Ontario Superior Court of Justice (the "Court") dated the ____ day of _____, 2021 (the "Order") made in an action having Court file number _____, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at _____, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ____ day of _____, 20____.

[_____]

By: _____

Name:

Title:

Debtor/Firm:

ROYAL BANK OF CANADA
Applicant

-and- NATIONAL STRUCTURES (2011) INC.
Respondent

APPLICATION UNDER s. 101 of the *Courts of Justice Act*, R.S.O. 1990, c.C-43 and s. 243 (1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, ss. 67(1)(a) and (e) of the *Personal Property Security Act*, R.S.O. 1990, c. P.10 and Rules 14.05(2), (3) (g) and (h) of the *Rules of Civil Procedure*

Court File No.
CV-21-88063

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT OTTAWA

NOTICE OF APPLICATION

SOLOWAY WRIGHT LLP

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Lawyers for the Applicant, Royal Bank of Canada

TAB 2

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

ROYAL BANK OF CANADA

Applicant

- and -

NATIONAL STRUCTURES (2011) INC.

Respondent

**AFFIDAVIT OF JERRY C. TSAO
(sworn on December 6, 2021)**

I, Jerry C. Tsao, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY as follows:

1. I am a Manager with the Special Loans and Advisory Services (“SLAS”) unit of the Applicant, Royal Bank of Canada (the “Bank”). I have primary responsibility for the administration of the credit facilities granted by the Bank to the Respondent, National Structures (2011) Inc. (the “Company”). As such, I have personal knowledge of the matters to which I hereinafter depose, except where such knowledge is stated to be based on information and belief, in which case I confirm the source of my information and belief, and verily believe same to be true.
2. I make this Affidavit solely in support of the Bank’s Application for an order appointing MNP Ltd. (“MNP”) as receiver, without security, of the assets, undertakings and properties of the Company pursuant to Bank’s Security (as defined below) and the provisions of the *Bankruptcy and Insolvency Act* (the “BIA”), the *Personal Property Security Act* (the “PPSA”) and the *Courts of Justice Act* (the “CJA”).
3. As is set out below, the Company has ceased carrying on business and no longer employs any staff. Further, the parties entered into a Forbearance Agreement (as defined below), pursuant

to which the Company consented to the issuance of a Receivership Order. The Forbearance Agreement provides that the consent Receivership Order was to be held in escrow and released in the event of default under the Forbearance Agreement. The Company defaulted under the Forbearance Agreement, as a result of which the agreement was terminated on September 27, 2021. The Bank is therefore seeking issuance of the consent Receivership Order on this Application.

The Parties

4. The Bank is a chartered bank which provides, amongst other services, financing to business corporations. At all material times, the Bank had a banking relationship with the Company and was constituted as the primary secured creditor of the Company pursuant to the Credit Facilities and the Security (as these terms are defined below).

5. The Company is federally incorporated with its registered office address located in Napanee, Ontario. At all material times, the Company was indebted to the Bank pursuant to the Credit Facilities and the Security. Attached hereto as **Exhibit "A"** is a true copy of the corporate profile report for the Company. The Company's principals (the "**Principals**") are Michael Harris ("**Harris**") and Bradley Wilson ("**Wilson**"), and Harris and Wilson each guaranteed the Company's indebtedness to the Bank.

6. The Company previously operated a construction company specializing in structural construction and the Bank was informed that the Company ceased carrying on business in or about early- to mid-November 2021 and no longer employs any staff.

The Bank's Loans and Security

7. Pursuant to a Royal Bank of Canada letter of offer of credit agreement dated April 18, 2016, as amended, restated or varied from time to time, and RBC Visa Business Card Agreements dated November 6, 2014 and August 21, 2015, the following credit facilities were granted by the Bank to the Company (the "**Credit Facilities**"):

- a. A revolving demand facility in the amount of \$815,000.00; and

- b. A Business Visa Facility in the maximum amount of \$50,000.00.

A true copy of the Credit Facilities is attached as **Exhibit "B"**.

8. It was a condition of the granting of the Credit Facilities by the Bank to the Company that the Company grant the following security to the Bank (collectively, the "**Security**"), *inter alia*:

- a. A General Security Agreement from the Company in favour of the Bank granting a security interest over the Company's assets (the "**GSA**"). Attached hereto as **Exhibit "C"** is a true copy of the GSA;
- b. A Security Agreement (Chattel Mortgage for Other than Inventory and Consumer Goods) in favour of the Bank granting a security interest in specific equipment (the "**Chattel Mortgage**"). Attached hereto as **Exhibit "D"** is a true copy of the Chattel Mortgage, dated September 16, 2015; and
- c. A Guarantee and Postponement of Claim from each of the Principals limited to the principal sum of \$860,000.00 each. A true copy of these guarantees dated May 9, 2017 are attached hereto respectively as **Exhibits "E" and "F"**.

9. The Credit Facilities and the Security provide, among other things, that:

- a. The Credit Facilities are repayable on demand;
- b. The Company is required to make all payments that are required to be made pursuant to the Credit Facilities as and when due;
- c. The Company is required to comply with certain financial covenants and reporting requirements to the Bank, including delivering to the Bank such financial and other information and documentation that the Bank may require or request;
- d. All priority payables, including source deduction and HST remittances (the "**Priority Payables**"), are to be kept current at all times, and the Company is required to cooperate

with the Bank to obtain copies of the Company's records or other information and/or to collect information from any person regarding any potential Priority Payables;

- e. All assets subject to the Bank's Security are to be fully insured;
- f. It is an event of default, entitling the Bank to cancel the Credit Facilities, demand repayment in full, and to realize on its Security if, among other things:
 - i. The Company fails to pay to the Bank any principal, interest or other amount as and when due;
 - ii. The Company, or any guarantor, fail to observe any covenant, provision, term or condition contained in the Credit Facilities or the Security;
 - iii. There is a material deterioration in the financial condition of the Company or any guarantor, or the Company ceases to carry on business; and
 - iv. The Company fails to immediately advise the Bank of any event of default.

Defaults Under the Credit Facilities and the Security and Transfer to SLAS

10. As is hereinafter detailed, the Company has a lengthy history of default under the terms and conditions of the Credit Facilities and the Security. As a result, the Company's accounts were initially referred to the Bank's SLAS unit on or about April 26, 2021, given the Bank's following concerns and defaults and breaches under the Credit Facilities and the Security:

- a. Ongoing failures by the Company to keep Priority Payables current, which Priority Payables then exceeded approximately \$780,000.00;
- b. Payment arrears and delinquencies, and the Company's inability to generate sufficient cash-flow so as to service the Credit Facilities and a shortfall in working capital;
- c. The Company's ongoing excesses on the Credit Facilities and inability to cover shortfalls thereunder; and

d. The evident deterioration in the Company's financial conditions and affairs.

11. The foregoing constitute events of default under the Credit Facilities and the Security. In particular, the foregoing are breaches of the following provisions contained in the Credit Facilities and the Security:

- a. **Credit Facilities** (Exhibit "B"): Reporting Obligations as set out at page 3, General Covenants as set out at pages 7-8, and Events of Default as set out at pages 11-12;
- b. **GSA** (Exhibit "C"): Covenants as set out at paragraph 4, Events of Default as set out at paragraph 11, and Remedies as set out at paragraph 13; and
- c. **Chattel Mortgage** (Exhibit "D"): Covenants as set out at paragraph 4, Events of Default as set out at paragraph 9, and Remedies as set out at paragraph 11.

12. Further, the Credit Facilities and the Security provide that in the event of default, the Bank is entitled to accelerate payment of the outstanding amount of the loans and enforce its Security (see for example, para. 12 of the GSA at Exhibit "C" and paragraph 10 of the Chattel Mortgage at Exhibit "D").

13. The Security also expressly provides that the Bank is entitled to appoint a Receiver in the event of default (see for example para. 13(a) of the GSA and para. 11(a) of the Chattel Mortgage at Exhibits "C" and "D" respectively).

14. The Bank's security interest granted by the GSA was perfected by registration pursuant to the PPSA on February 3, 2014. The results of the November 30, 2021 search of the PPSA registry in respect of the Company are attached hereto as **Exhibit "G"**, and they confirm that there are a total of 34 registrations as against the Company, including recent registrations by the Company's Principals on November 5, 2021.

Demands for Payment and Issuance of NITES

15. As a result of the foregoing and the ongoing defaults by the Company, the Bank demanded payment of the Credit Facilities by letters dated May 11, 2021, which required the repayment of

the indebtedness owing by the Company and the guarantors to the Bank by May 21, 2021. As of that time, the Company was indebted to the Bank in the aggregate amount of \$738,556.53 (exclusive of costs and further accrued interest). The Bank further delivered to the Company and the guarantors a Notice of Intention to Enforce Security (“NITES”) in accordance with section 244 of the BIA. The notice period under the NITES also expired on May 21, 2021. Attached hereto as **Exhibit “H”** is a true copy of the Bank’s demand letter to the Company and the guarantor enclosing the NITES.

16. Despite the Bank’s foregoing demands for payment and issuance of the NITES requiring the entire indebtedness owing to the Bank to be repaid by no later than June 21, 2021, the Company and the guarantors have failed or refused and continue to fail or refuse to repay the indebtedness owing to the Bank.

17. As of December 1, 2021, the Company’s aggregate indebtedness to the Bank pursuant to the Credit Facilities totals \$611,881.74, as follows (exclusive of further accrued interest and costs):

Principal:	\$586,355.51
Accrued Interest to December 1 2021:	\$ 2,053.28
<u>Fees, costs and disbursements:</u>	<u>\$ 23,472.95</u>
Total:	\$611,881.74
Per diem interest:	\$ 67.84

Forbearance Agreement, Breaches Thereof and the Company’s Consent to the Receivership Order

18. In order to attempt to accommodate the Company and to provide it with time to repay the Bank, the Bank agreed to enter into a forbearance agreement with the Company dated June 9, 2021 (the “**Forbearance Agreement**”). Attached hereto as **Exhibit “I”** is a true copy of the Forbearance Agreement.

19. Pursuant to the Forbearance Agreement, the Company acknowledged, amongst other things, its indebtedness to the Bank, its defaults under the Credit Facilities and Security, and that it had no right of set-off, counter-claim, damages or any similar right or claim. The principal terms of the Forbearance Agreement include the following:

- a. A forbearance period to December 31, 2021, during which period the Company would actively attempt to fully repay the Bank, and full repayment of the entire indebtedness owing to the Bank by no later than December 31, 2021;
- b. Pursuant to the Forbearance Agreement, the Company consented to a Receivership Order (the “**Consent Receivership Order**”), a true copy of which is attached hereto as **Exhibit “J”**; and
- c. The Company was required to keep Priority Payables current throughout the forbearance period, including all remittances on account of HST and source deductions, and all arrears in Priority Payables were to be brought current by September 16, 2021.

20. Pursuant to the terms of the Forbearance Agreement, the Consent Receivership Order was to be held in escrow by the Bank’s counsel unless there was any default by the Company in complying with the requirements of the said agreement. In the event of default, the Bank was immediately entitled to issue the Consent Receivership Order and proceed with enforcement thereof, in addition to any other rights or remedies it might have pursuant to the Forbearance Agreement, the Credit Facilities and/or the Security.

21. The Company defaulted under the Forbearance Agreement by, amongst other things, failing to bring Priority Payables current by September 16, 2021. As a result of these defaults, the Bank instructed its legal counsel in this matter to terminate the Forbearance Agreement. Attached hereto as **Exhibit “K”** is a true copy of counsel’s email correspondence dated September 27, 2021 terminating the Forbearance Agreement.

22. In light of the foregoing, the Bank is entitled to issuance of the Consent Receivership Order and the Company has consented to the issuance thereof.

Recent Developments and the Necessity for the Appointment of a Receiver

23. Under cover of an email from the Company’s previous counsel dated October 22, 2021, counsel provided a printout from Canada Revenue Agency’s website with respect to the status of the Company’s Priority Payables, which confirmed that the Company had arrears in HST

remittances totaling \$453,078.89. A true copy of the foregoing documents is attached hereto as **Exhibit "L"**.

24. The most recent developments in this matter are summarized as follows, all of which is set out in the November 9, 2021 to November 30, 2021 email exchanges between counsel for the Company's Principals and counsel for the Bank, which are attached hereto as **Exhibit "M"**:

- a. On November 9, 2021, counsel for the Principals confirmed that the Company was unable to continue operating and that his clients would fully cooperate with the Bank to enable the Bank to realize on its Security. Counsel for the Bank responded later that same day and directed counsel to MNP, a licensed insolvency trustee, to assist with the Company's insolvency, and MNP then requested certain financial information from the Company on November 11, 2021.
- b. On November 11, 2021, counsel for the Principals suggested a sale by auction of the Company's assets in the spring of 2022 and that some assets be sold now in order to fund repairs to other assets. I understand from the Bank's lawyer in this matter, Andre Ducasse of Soloway Wright LLP, and verily believe, that counsel for the parties and MNP had a teleconference on November 12, 2021, during which Mr. Ducasse, on behalf of the Bank, confirmed that the proposed approach would not be acceptable, and that in order to make an informed decision on next steps, the following information would be required: (1) a detailed list of all of the Company's assets, including the current location of each asset; (2) updated particulars with respect to the current status of HST and source deduction remittances; (3) the Company's most recent trial balance; and (4) a detailed list of unsecured and secured debts.
- c. On November 16, 2021, given that the above information had not been delivered to the Bank on November 15, 2021 as agreed, counsel for the Bank again requested this information in writing. Thereafter, on November 19, 2021, counsel for the Principals confirmed that the Company's assets were spread out at different work sites and needed to be recovered and that the Company estimated the costs to do so at \$60,000.00. Counsel for the Principals also raised security concerns since the assets were not "under lock and key".

- d. On November 22, 2021, counsel for the Bank confirmed that the Company should coordinate its insolvency proceedings with MNP, along with putting into place a plan with MNP to recover the assets. Thereafter on the same day, MNP confirmed that it would require certain information for the Company's insolvency, and stressed the importance of recovering the Company's equipment and assets from the various work sites since the work site contractors could refuse access to the sites in the future. MNP again requested a list of equipment with serial numbers.
- e. On November 24, 2021, MNP again followed up with counsel for the Principals on the information required for the Company's insolvency, including, amongst others: a list of the location of the assets and confirmation that the assets should be moved to a central, controlled and safe location, which could be funded by the Bank; a copy of the Company's current insurance policy and the name of the broker; and updated reports with respect to HST filing and federal taxes.
- f. On November 25, 2021, counsel for the Bank followed up with counsel for the Principals given that no information had been provided following MNP's November 24th request. In response, on that same day, counsel for the Principals confirmed that there was no longer any staff employed by the Company and that the Company would begin to gather as much information as promptly as possible.
- g. On November 26, 2021, MNP and Wilson exchanged emails in order to coordinate a call to discuss the next required steps in the Company's insolvency and agreed to schedule a call in this regard for the following Monday, November 29, 2021 at 3:45 pm. In this email exchange, MNP again reiterated the importance of getting possession and control of the Company's assets.
- h. On November 29, 2021, at 3:43 p.m., being two minutes prior to previously scheduled call, counsel for the Principals sent an email confirming that the Company had filed an NOI pursuant to the BIA with another insolvency trustee firm, despite the Company's previous repeated assurance that they would cooperate with the Bank and the significant efforts made

by the Bank and MNP to assist the Company in its insolvency. Counsel for the Bank responded in part as follows later on November 29th:

This is regrettable and demonstrates that your clients have not been dealing with the Bank in good faith. As you know, the Bank, through MNP, has now repeatedly requested over the last several weeks a complete listing of the company's assets and the location thereof. As well, MNP has emphasized the importance of securing and protecting the assets for the secured and priority creditors. This information is required to be provided to the Bank pursuant to the express terms and conditions of the loan and security instruments held by the Bank. Despite various assurances that this information would be provided none of it has to date been provided. Instead, and rather than cooperate with Bank and participate on a previously scheduled call, in the interim your clients, contrary to what was agreed to with the Bank, elected to file an NOI, with a licensed insolvency trustee that is likely unknown to the Bank. As a result of your clients' lack of cooperation, the Bank is currently unable to confirm the current whereabouts of the assets subject to its security, whether the assets are being safeguarded and who, if anyone, has care and control of the assets, and whether they are insured.

In the circumstances, I suspect that my instructions from the Bank will likely be to bring a receivership application to file the consent receivership order that your clients executed as part of the now terminated forbearance agreement. In this regard, you should note that the Bank's notice of intention to enforce security issued pursuant to s. 244 of the BIA expired on May 21, 2021. Thus, the filing of an NOI by your clients does not in any way stay the Bank from enforcing its security.

Please confirm the following by no later than **12:00 pm tomorrow**:

- Where the assets subject to the Bank's security are currently located. Please provide a list and the location of the assets, which has now been repeatedly requested by the Bank. If any party is in care and control of the assets, please confirm the identify of the party and provide contact information. The Bank requires this information so that it may take whatever conservatory measures may be required to preserve and protect the assets subject to its security.
 - Please confirm that no assets subject to the Bank's security will be sold or otherwise dealt with. Please also confirm that no steps will be taken with respect to these assets without the Bank's express and written consent and authorization.
 - That all of the assets subject to the Bank's security are fully insured and provide an insurance certificate in this regard.
- i. On November 30, 2021 counsel for the Principals confirmed that the Company's assets were being protected and moved to the Company's premises and that he would confirm insurance coverage with respect to the assets. On the same day, the Bank's lawyer responded in part as follows:

The Bank has lost confidence in your clients' ability to recover and secure the assets, all of which are subject to RBC's first-ranking security. In this regard, over the last weeks you repeatedly confirmed that the assets were vulnerable because they were located at various unsecured worksites, at which work had stopped, and that the only way to protect the assets was to recover them. You further confirmed that your clients did not have the equipment necessary to recover the assets, nor the funds

to do so, which your clients claimed exceeded \$60,000. In the interim, your clients ignored repeated requests for a list of the assets confirming their locations. You therefore inquired as to whether the Bank would fund the recovery. Despite, all of the foregoing, your clients are now suggesting that they will be recovering and safeguarding the assets, which is wholly inconsistent with your previous advice on the issue.

Further, it is evident from your clients filing of an NOI that, despite their previous assurances that they would cooperate with the Bank, they are attempting to exclude the Bank from the sales process. In this regard, they have conferred with an auctioneer without conferring with or seeking or obtaining the Bank's consent and approval, and they have suggested selling the assets in the spring, all of which is unacceptable to the Bank. Further, the foregoing was done despite the fact that RBC is constituted as a first-ranking secured creditor that is not prepared to support any proposal proceedings. Thus, in the circumstances and without secured creditor support, there are no prospects for any BIA proposal to succeed. Further, none of the assets subject to RBC's security are to be used to fund the proposal proceedings. I am copying Richard Killen on this email so that they are aware of the Bank's position and to avoid any confusion in this regard.

Given the foregoing, the Bank is not prepared to support any sales process involving the sale of assets subject to its security that is not Court supervised, sanctioned and approved. This will require that an appropriate and sufficient sales and marketing process be implemented so as to maximize recovery for all stakeholders. This will protect the interests of all stakeholders, including those of your clients. Thus, my instructions are to proceed with having the consent receivership order issued by the Court so that the assets can then be sold in an orderly manner under Court supervision and with the Court's approval. Further, the best means by which to address the various competing claims in this matter, including those of secured creditors, lessors, priority creditors and any deemed statutory trust claims is in the context of a receivership, which will provide a forum to adjudicate any disputes if necessary.

25. Despite numerous requests, including those set out above and made on November 12, 16, 24, 25 and 29, 2021, the following information has not been provided by the Company and the Principals to the Bank: (1) a list of the location of each the Company's assets subject to the Bank's Security; (2) updated particulars with respect to the status of the Company's Priority Payables; and (3) confirmation of insurance coverage in respect of the Company's assets subject to the Bank's Security. The failure to provide this information constitutes a default under the terms and conditions of the Credit Facilities and the Security. Further, in the absence of this information, the Bank is unable to assess its risk and take appropriate conservatory measures to recover and preserve the assets.

26. The foregoing confirms that the assets subject to the claims of secured creditors are dispersed and that the Company and the Principals are unlikely to be able to recover and take appropriate conservatory measures with respect to the assets. A Court-Appointed Receiver will be

better able to achieve this task given the standard terms contained in the model Receivership Order, which require the Company and third parties to cooperate with and assist the Receiver.

27. The Company ceased operating and no longer employs any staff. It is consequently insolvent and is not generating any cash flow or profit and cannot honour its significant obligations to the Bank (totaling \$611,881.74 as of December 1, 2021), to CRA (totaling \$453,078.89 as of late-October 2021) and to its other creditors. Further, CRA holds a deemed statutory trust claim with respect to the foregoing, which imperils the Bank Security, since it could rank in priority to the Bank's Security.

28. The Bank's demands for payment and the NITES expired over seven (7) months ago on May 21, 2021, such that the Bank has been entitled to enforce the Security since that time.

29. Pursuant to the Forbearance Agreement, the parties have consented to the issuance of the Receivership Order.

30. There may be several competing claims in this matter given the number of secured creditors (the PPSA search results attached at Exhibit "G" confirm 34 registrations), equipment lessors, priority creditors, such as CRA, and unsecured claims. Thus, appointing a Court-appointed Receiver will provide for a stay of proceedings of these claims and a forum to have these claims adjudicated in the event any disputes arise in the future.

31. Further, the Bank is contractually and statutorily entitled to the appointment of a Receiver pursuant to the Bank's Credit Facilities and Security, and the BIA (s. 243), the CJA (s. 101) and the PPSA (s. 67) given the Company's numerous defaults as outlined herein.

32. The foregoing confirms that the security held by the Bank is in jeopardy and it is necessary for a Receiver to take control of the Company's Property to ensure that the Company's assets are dealt with in an orderly and proper manner. In this regard, MNP, a duly qualified Receiver, has consented to act as Court-Appointed Receiver of the Company. A true copy of MNP's consent to act as Court-Appointed Receiver of the Company is attached hereto as **Exhibit "N"**.

33. In light of the foregoing, I verily believe that the appointment of a receiver is just and equitable in the circumstances and necessary for the protection of the Company's property and for the protection of the interests of all stakeholders.

SWORN by Jerry C. Tsao of the City of Toronto, in the Province of Ontario, before me at the City of Ottawa, in the Province of Ontario, on December 6....., 2021 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

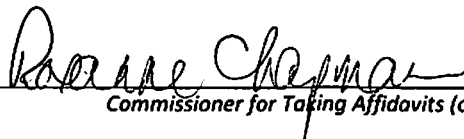


Commissioner for Taking Affidavits
(or as may be)

JERRY C. TSAO

Roxanne Rejeanne Alexina Chapman, a
Commissioner, etc., Province of Ontario, for
Soloway Wright LLP, Barristers and Solicitors.
Expires July 13, 2023.

This is Exhibit "A" referred to in the Affidavit of Jerry C. Tsao sworn by Jerry C. Tsao at the City of Toronto, in the Province of Ontario, before me on December 6, 2021 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

Roxanne Rejeanne Alexina Chapman, a
Commissioner, etc., Province of Ontario, for
Soloway Wright LLP, Barristers and Solicitors.
Expires July 13, 2023.

Corporate Profile / Profil corporatif

Data and time of Corporate Profile (YYYY-MM-DD)	2021-04-29 8:56 AM	(AAAA-MM-JJ) Date et heure du Profil corporatif
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CORPORATE INFORMATION	RENSEIGNEMENTS CORPORATIFS
Corporate name	Dénomination
National Structures 2011 INC.	
Corporation number	Numéro de société ou d'organisation
808461-0	
Business number	Numéro d'entreprise
832915888RC0001	
Governing legislation	Régime législatif
Canada Business Corporations Act (CBCA) - 2011-12-29 Loi canadienne sur les sociétés par actions (LCSA) - 2011-12-29	
Status	Statut
Active Active	

REGISTERED OFFICE ADDRESS	ADRESSE DU SIÈGE
15 Kellwood Cr Napanee ON K7R 4A1 Canada	

ANNUAL FILINGS	DÉPÔTS ANNUELS
Anniversary date (MM-DD)	(MM-JJ) Date anniversaire
12-29	
Filing period (MM-DD)	(MM-JJ) Période de dépôt
12-29 to/au 02-27	
Status of annual filings	Statut des dépôts annuels
Not due 2021 N'est pas dû Filed 2020 Déposé Filed 2019 Déposé	
Date of last annual meeting (YYYY-MM-DD)	(AAAA-MM-JJ) Date de la dernière assemblée annuelle
2021-01-08	
Type	Type
Non-distributing corporation with 50 or fewer shareholders Société n'ayant pas fait appel au public et comptant 50 actionnaires ou moins	

DIRECTORS		ADMINISTRATEURS
Minimum number	1	Nombre minimal
Maximum number	5	Nombre maximal
Current number	1	Nombre actuel
Brad Wilson	2139 Fish Lake Rd, Demorestville ON K0K 1W0, Canada	

CORPORATE HISTORY	HISTORIQUE CORPORATIF
Corporate name history (YYYY-MM-DD)	(AAAA-MM-JJ) Historique de la dénomination
2011-12-29 to / à 2012-03-07 2012-03-07 to present / à maintenant	National Structures INC. National Structures 2011 INC.
Certificates issued (YYYY-MM-DD)	(AAAA-MM-JJ) Certificats émis
Certificate of Incorporation	2011-12-29 Certificat de constitution en société
Certificate of Amendment	2012-03-07 Certificat de modification
Amendment details: Corporate name	Renseignements concernant les modifications aux statuts : Dénomination sociale
Amendments details are only available for amendments effected after 2010-03-20. Some certificates issued prior to 2000 may not be listed.	Seuls les renseignements concernant les modifications effectuées après 2010-03-20 sont disponibles. Certains certificats émis avant 2000 pourraient ne pas être listés.
Documents filed (YYYY-MM-DD)	(AAAA-MM-JJ) Documents déposés

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

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

This is Exhibit "B" referred to in the Affidavit of Jerry C. Tsao sworn by Jerry C. Tsao at the City of Toronto, in the Province of Ontario, before me on December 6, 2021 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

Roxanne Rejeanne Alexna Chapman, a
Commissioner, etc., Province of Ontario, for
Soloway Wright LLP, Barristers and Solicitors.
Expires July 13, 2023.

Royal Bank of Canada
 Commercial Financial Services
 246 North Front Street
 Belleville, Ontario K8P 3C2



Private and Confidential

April 18, 2016

National Structures 2011 Inc.
 2139 Fishlake Road
 Demorestville, Ontario
 K0K 1W0

ROYAL BANK OF CANADA (the "Bank") hereby confirms the credit facilities described below (the "Credit Facilities") subject to the terms and conditions set forth below and in the attached Terms & Conditions and Schedules (collectively the "Agreement"). This Agreement amends and restates without novation the existing agreements dated August 10, 2015 and August 21, 2015 and any amendments thereto. Any amount owing by the Borrower to the Bank under such previous agreement is deemed to be a Borrowing under this Agreement. Any and all security that has been delivered to the Bank and is set forth as Security below, shall remain in full force and effect, is expressly reserved by the Bank and, unless expressly indicated otherwise, shall apply in respect of all obligations of the Borrower under the Credit Facilities. Unless otherwise provided, all dollar amounts are in Canadian currency.

The Bank reserves all of its rights and remedies at any time and from time to time in connection with any or all breaches, defaults or Events of Default now existing or hereafter arising under this Agreement or any other agreement delivered to the Bank, and whether known or unknown, and this Agreement shall not be construed as a waiver of any such breach, defaults or Events of Default.

BORROWER

Error! Reference source not found. (the "Borrower")

CREDIT FACILITIES

Facility #1: \$400,000.00 revolving demand facility by way of RBP based loans ("RBP Loans")

Revolves in increments of:	\$5,000.00	Minimum retained balance:	\$0.00
Revolved by:	Bank	Interest rate (per annum):	RBP + 1.75%

Availability

The Borrower may borrow, repay and reborrow up to the amount of this facility provided this facility is made available at the sole discretion of the Bank and the Bank may cancel or restrict the availability of any unutilized portion at any time and from time to time without notice.

Borrowings outstanding under this facility must not exceed at any time the aggregate of the following, less Potential Prior-Ranking Claims (the "Borrowing Limit"):

- a) 75% of Good Accounts Receivable;
- b) 85% of Good Private Insured Accounts Receivable.

® Registered Trademark of Royal Bank of Canada

SRF # 535844203

April 18, 2016

National Structures 2011 Inc.

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Repayment

Notwithstanding compliance with the covenants and all other terms and conditions of this Agreement, Borrowings under this facility are repayable on demand.

General Account

The Borrower shall establish a current account with the Bank (the "General Account") for the conduct of the Borrower's day-to-day banking business. The Borrower authorizes the Bank daily or otherwise as and when determined by the Bank, to ascertain the balance of the General Account and:

- a) if such position is a debit balance the Bank may, subject to the revolving increment amount and minimum retained balance specified in this Agreement, make available a Borrowing by way of RBP Loans, under this facility;
- b) if such position is a credit balance, where the facility is indicated to be Bank revolved, the Bank may, subject to the revolving increment amount and minimum retained balance specified in this Agreement, apply the amount of such credit balance or any part as a repayment of any Borrowings outstanding by way of RBP Loans, under this facility.

Facility #2: \$100,000.00 revolving demand facility by way of Letters of Guarantee in Canadian currency ("LGs")

Fees to be advised on a transaction-by-transaction basis. Fees and drawings to be charged to Borrower's accounts. Minimum fee of \$100.00

Availability

The Borrower may borrow, repay and reborrow up to the amount of this facility provided this facility is made available at the sole discretion of the Bank and the Bank may cancel or restrict the availability of any unutilized portion at any time and from time to time without notice.

Repayment

Notwithstanding compliance with the covenants and all other terms and conditions of this Agreement, and regardless of the maturities of any outstanding instruments or contracts, Borrowings under this facility are repayable on demand.

Facility #3: \$44,999.96 non-revolving term facility fully drawn by way of RBP based loans ("RBP Loans").
Interest rate (per annum): RBP + 2.50%

Repayment

Payment Amount:	\$833.34	Payment Frequency:	Monthly
Payment Type:	Principal Plus Interest	Payment date:	23 rd of each month
Repayable in full on:	September 23, 2020	Current remaining amortization (months)	54

OTHER FACILITIES

The Credit Facilities are in addition to the following facilities (the "Other Facilities"). The Other Facilities will be governed by this Agreement and separate agreements between the Borrower and the Bank. In the event of a conflict between this Agreement and any such separate agreement, the terms of the separate agreement will govern.

- a) VISA Business to a maximum amount of \$25,000.00.

April 18, 2016

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National Structures 2011 Inc.

FEES:**One Time Fees:**

Payable upon acceptance of this Agreement or as agreed upon between the Borrower and the Bank.

Negotiation fee: \$500.00

Annual Non-Refundable Review Fee: \$400.00

Payable by the Borrower on March 31, 2017, or at such times as may be agreed upon between the Borrower and the Bank. The review fee(s) do not and shall not in any way obligate the Bank to grant, continue, renew or extend any of the facilities or any other credit or indebtedness.

Renewal Fee:

If the Bank renews or extends any term facility or term loan beyond its Maturity Date, an additional renewal fee may be payable in connection with any such renewal in such amount as the Bank may determine and notify the Borrower.

Monthly Fees:

Payable in arrears on the same day of each month.

Monthly management fee: \$200.00

SECURITY

Security for the Borrowings and all other obligations of the Borrower to the Bank (collectively, the "Security"), shall include:

- a) General security agreement on the Bank's form 924 signed by the Borrower constituting a first ranking security interest in all personal property of the Borrower;
- b) Security agreement (chattel mortgage) on the Bank's form 927 signed by the Borrower constituting a first ranking and specific security interest in a 2008 Mayco concrete pump and a 2015 Mayco concrete pump;
- c) Guarantee and postponement of claim on the Bank's form 812 in the amount of \$500,000.00, signed by Michael Harris;
- d) Guarantee and postponement of claim on the Bank's form 812 in the amount of \$500,000.00, signed by Bradley Wilson;
- e) Postponement and Assignment of Claim on the Bank's form 918 signed by Michael Harris;
- f) Postponement and Assignment of Claim on the Bank's form 918 signed by Bradley Wilson;
- g) Cash collateral agreement on the Bank's form 610 signed by the Borrower assigning term deposits and/or guaranteed investment certificates in the amount of \$100,000.00.

REPORTING REQUIREMENTS

The Borrower will provide the following to the Bank:

- a) monthly Borrowing Limit Certificate including reports described therein, substantially in the form of Schedule "G" signed on behalf of the Borrower by any one of the Chief Executive Officer, the Vice-President Finance, the Treasurer, the Comptroller, the Chief Accountant or any other employee of the Borrower holding equivalent office, within 20 days of each month end;
- b) monthly in-house financial statements for the Borrower within 20 days of each month end;
- c) annual review engagement financial statements for the Borrower, within 120 days of each fiscal year end;
- d) annual personal statement of affairs for all Guarantors, who are individuals, within 120 days of the end of every fiscal year of the Borrower, commencing with the fiscal year ending in 2017;
- e) such other financial and operating statements and reports as and when the Bank may reasonably require.

April 18, 2016

National Structures 2011 Inc.

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CONDITIONS PRECEDENT

In no event will the Credit Facilities or any part thereof be available unless the Bank has received:

- a) a duly executed copy of this Agreement;
- b) the Security provided for herein, registered, as required, to the satisfaction of the Bank;
- c) such financial and other information or documents relating to the Borrower or any Guarantor if applicable as the Bank may reasonably require; and
- d) such other authorizations, approvals, opinions and documentation as the Bank may reasonably require.

Additionally;

- e) all documentation to be received by the Bank shall be in form and substance satisfactory to the Bank.

BUSINESS LOAN INSURANCE PLAN

The Borrower hereby acknowledges that the Bank has offered it group creditor insurance coverage on the Borrowings under the Business Loan Insurance Plan and the Borrower hereby acknowledges that it is the Borrower's responsibility to apply for any new or increased insurance amount for the Borrowings that may be eligible.

If the Borrower decides to apply for insurance on the Borrowings, the application will be made via the Bank's Business Loan Insurance Plan application (form 3460 ENG or 53460 FRE). If the Borrower has existing uninsured Borrowings and decides not to apply for Business Loan Insurance Plan coverage on any new Borrowings, it hereby acknowledges that the Bank may accept the Borrower's signature below as the Borrower's waiver of the Bank's offer to apply for Business Loan Insurance Plan coverage on all such Borrowings, and that all such Borrowings are not insured under the Policy as at the date of acceptance of this Agreement.

If the Borrower has Business Loan Insurance Plan coverage on previously approved Borrowings, such coverage will be applied automatically to all new Borrowings eligible for Business Loan Insurance Plan coverage that share the same loan account number, up to the approved amount of Business Loan Insurance Plan coverage. This Agreement cannot be used to waive coverage on new Borrowings eligible for Business Loan Insurance Plan coverage if Business Loan Insurance Plan coverage is in effect on the Borrower's existing Borrowings. If the Borrower does not want Business Loan Insurance Plan coverage to apply to any new Borrowings, a different loan account number will need to be set up and all uninsured loans attached to it.

If the Borrower has existing Borrowings to which Business Loan Insurance Plan coverage applies, and any new Borrowings would exceed the approved amount of Business Loan Insurance Plan coverage already in place, the Borrower must apply for additional Business Loan Insurance Plan coverage (if eligible) in order for Business Loan Insurance Plan coverage to apply to any new Borrowings. If the Borrower decides not to apply for additional Business Loan Insurance Plan coverage in respect of any new Borrowings (if eligible), the Borrower hereby acknowledges that the Bank may accept the Borrower's signature below as the Borrower's waiver of the Bank's offer to apply for additional Business Loan Insurance Plan coverage on such new Borrowings and that such new Borrowings are not insured under the Policy as at the date the Borrower executes this Agreement.

If there are any discrepancies between the insurance information in this Agreement and the Business Loan Insurance Plan documents regarding the Borrowings, the Business Loan Insurance Plan documents govern.

Business Loan Insurance Plan premiums (plus applicable taxes), will be taken as a separate payment, directly from the bank account associated with the loan, at the same frequency and schedule as your regular loan payments, where applicable. As premiums are based on the outstanding loan balance and the insured person's age at the time the premiums are due, the cost of Business Loan Insurance Plan coverage may increase during the term of the loan. The premium calculation is set out in the Business Loan Insurance Plan terms and conditions provided to the Borrower at the time the application for Business Loan Insurance Plan coverage was completed. Refer to the terms and conditions (form 3460 ENG or 53460 FRE) for further explanation and disclosure.

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GOVERNING LAW JURISDICTION

Province of Ontario.

ACCEPTANCE

This Agreement is open for acceptance until May 18, 2016, after which date it will be null and void, unless extended in writing by the Bank.

ROYAL BANK OF CANADA

Barry Rivers
Account Manager

/pt

We acknowledge and accept the terms and conditions of this Agreement on this 20 day of April, 2016.

NATIONAL STRUCTURES 2011 INC.

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: Gen. Mgr.

I/We have the authority to bind the Borrower.

Attachments:

Terms and Conditions

Schedules:

- Definitions
- Calculation and Payment of Interest and Fees
- Additional Borrowing Conditions
- Borrowing Limit Certificate
- RBC Covarity Dashboard Terms and Conditions

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TERMS AND CONDITIONS

The Bank is requested by the Borrower to make the Credit Facilities available to the Borrower in the manner and at the rates and times specified in this Agreement. Terms defined elsewhere in this Agreement and not otherwise defined in the Terms and Conditions below or the Schedules attached hereto have the meaning given to such terms as so defined. In consideration of the Bank making the Credit Facilities available, the Borrower agrees, and if the Borrower is comprised of more than one Person, such Persons jointly and severally agree, or in Quebec solidarily agree with the Bank as follows:

REPAYMENT

Amounts outstanding under the Credit Facilities, together with interest, shall become due in the manner and at the rates and times specified in this Agreement and shall be paid in the currency of the Borrowing. Unless the Bank otherwise agrees, any payment hereunder must be made in money which is legal tender at the time of payment. In the case of a demand facility of any kind, the Borrower shall repay all principal sums outstanding under such facility upon demand including, without limitation, an amount equal to the face amount of all LGs which are unmatured or unexpired, which amount shall be held by the Bank as security for the Borrower's obligations to the Bank in respect of such Borrowings. Where any Borrowings are repayable by scheduled blended payments, such payments shall be applied, firstly, to interest due, and the balance, if any, shall be applied to principal outstanding. If any such payment is insufficient to pay all interest then due, the unpaid balance of such interest will be added to such Borrowing, will bear interest at the same rate, and will be payable on demand or on the date specified herein, as the case may be. Borrowings repayable by way of scheduled payments of principal and interest shall be so repaid with any balance of such Borrowings being due and payable as and when specified in this Agreement. The Borrower shall ensure that the maturities of instruments or contracts selected by the Borrower when making Borrowings will be such so as to enable the Borrower to meet its repayment obligations. For any Borrowings that are repayable by scheduled payments, if the scheduled payment date is changed then the Maturity Date of the applicable Borrowings shall automatically be amended accordingly.

In the case of any reducing term loan and/or reducing term facility ("Reducing Term Loan/Facility"), provided that nothing contained in this paragraph shall confer any right of renewal or extension upon the Borrower, the Borrower and the Bank agree that, at the Bank's option, the Bank may provide a letter ("Renewal Letter") to the Borrower setting out the terms upon which the Bank is prepared to extend the Reducing Term Loan/Facility. In the event that the Bank provides a Renewal Letter to the Borrower and the Reducing Term Loan/Facility is not repaid on or before the Maturity Date of the applicable Reducing Term Loan/Facility, then at the Bank's option the Reducing Term Loan/Facility shall be automatically renewed on the terms set out in the Renewal Letter and the terms of this Agreement shall be amended accordingly.

PREPAYMENT

Where Borrowings are by way of RBP Loans, the Borrower may prepay such Borrowings in whole or in part without fee or premium.

The prepayment of any Borrowings under a term facility and/or any term loan will be made in the reverse order of maturity.

EVIDENCE OF INDEBTEDNESS

The Bank shall maintain accounts and records (the "Accounts") evidencing the Borrowings made available to the Borrower by the Bank under this Agreement. The Bank shall record the principal amount of such Borrowings, the payment of principal and interest on account of the Borrowings, and all other amounts becoming due to the Bank under this Agreement. The Accounts constitute, in the absence of manifest error, conclusive evidence of the indebtedness of the Borrower to the Bank pursuant to this Agreement. The Borrower authorizes and directs the Bank to automatically debit, by mechanical, electronic or manual means, any bank account of the Borrower for all amounts payable under this Agreement, including, but not limited to, the repayment of principal and the payment of interest, fees and all charges for the keeping of such bank accounts.

GENERAL COVENANTS

Without affecting or limiting the right of the Bank to terminate or demand payment of, or cancel or restrict availability of any unutilized portion of, any demand or other discretionary facility, the Borrower covenants and agrees with the Bank that the Borrower:

- a) will pay all sums of money when due under the terms of this Agreement;
- b) will immediately advise the Bank of any event which constitutes or which, with notice, lapse of time or both, would constitute an Event of Default;
- c) will file all material tax returns which are or will be required to be filed by it, pay or make provision for payment of all material taxes (including interest and penalties) and Potential Prior-Ranking Claims, which are or will become due and payable and provide adequate reserves for the payment of any tax, the payment of which is being contested;
- d) will give the Bank 30 days prior notice in writing of any intended change in its ownership structure and it will not make or facilitate any such changes without the prior written consent of the Bank;
- e) will comply with all Applicable Laws, including, without limitation, all Environmental and Health and Safety Laws;
- f) will immediately advise the Bank of any action requests or violation notices received concerning the Borrower and hold the Bank harmless from and against any losses, costs or expenses which the Bank may suffer or incur for any environment related liabilities existent now or in the future with respect to the Borrower;
- g) will deliver to the Bank such financial and other information as the Bank may reasonably request from time to time, including, but not limited to, the reports and other information set out under Reporting Requirements;
- h) will immediately advise the Bank of any unfavourable change in its financial position which may adversely affect its ability to pay or perform its obligations in accordance with the terms of this Agreement;
- i) will keep its assets fully insured against such perils and in such manner as would be customarily insured by Persons carrying on a similar business or owning similar assets and, in addition, for any buildings located in areas prone to flood and/or earthquake, will insure and keep fully insured such buildings against such perils;
- j) except for Permitted Encumbrances, will not, without the prior written consent of the Bank, grant, create, assume or suffer to exist any mortgage, charge, lien, pledge, security interest or other encumbrance affecting any of its properties, assets or other rights;
- k) will not, without the prior written consent of the Bank, sell, transfer, convey, lease or otherwise dispose of any of its properties or assets other than in the ordinary course of business and on commercially reasonable terms;
- l) will not, without the prior written consent of the Bank, guarantee or otherwise provide for, on a direct, indirect or contingent basis, the payment of any monies or performance of any obligations by any other Person, except as may be provided for herein;
- m) will not, without the prior written consent of the Bank, merge, amalgamate, or otherwise enter into any other form of business combination with any other Person;

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National Structures 2011 Inc.

- n) will permit the Bank or its representatives, from time to time, i) to visit and inspect the Borrower's premises, properties and assets and examine and obtain copies of the Borrower's records or other information, ii) to collect information from any entity regarding any Potential Prior-Ranking Claims and iii) to discuss the Borrower's affairs with the auditors, counsel and other professional advisers of the Borrower. The Borrower hereby authorizes and directs any such third party to provide to the Bank or its representatives all such information, records or documentation requested by the Bank; and;
- o) will not use the proceeds of any Credit Facility for the benefit or on behalf of any Person other than the Borrower.

FEES, COSTS AND EXPENSES

The Borrower agrees to pay the Bank all fees stipulated in this Agreement and all fees charged by the Bank relating to the documentation or registration of this Agreement and the Security. In addition, the Borrower agrees to pay all fees (including legal fees), costs and expenses incurred by the Bank in connection with the preparation, negotiation, documentation and registration of this Agreement and any Security and the administration, operation, termination, enforcement or protection of its rights in connection with this Agreement and the Security. The Borrower shall indemnify and hold the Bank harmless against any loss, cost or expense incurred by the Bank if any facility under the Credit Facilities is repaid or prepaid other than on its Maturity Date. The determination by the Bank of such loss, cost or expense shall be conclusive and binding for all purposes and shall include, without limitation, any loss incurred by the Bank in liquidating or redeploying deposits acquired to make or maintain any facility.

GENERAL INDEMNITY

The Borrower hereby agrees to indemnify and hold the Bank and its directors, officers, employees and agents harmless from and against any and all claims, suits, actions, demands, debts, damages, costs, losses, obligations, judgements, charges, expenses and liabilities of any nature which are suffered, incurred or sustained by, imposed on or asserted against any such Person as a result of, in connection with or arising out of i) any Event of Default, ii) the Bank acting upon instructions given or agreements made by electronic transmission of any type, iii) the presence of Contaminants at, on or under or the discharge or likely discharge of Contaminants from, any properties now or previously used by the Borrower or any Guarantor and iv) the breach of or non compliance with any Applicable Law by the Borrower or any Guarantor.

AMENDMENTS AND WAIVERS

No amendment or waiver of any provision of this Agreement will be effective unless it is in writing, signed by the Borrower and the Bank. No failure or delay, on the part of the Bank, in exercising any right or power hereunder or under any Security or any other agreement delivered to the Bank shall operate as a waiver thereof. Any amendments requested by the Borrower will require review and agreement by the Bank and its counsel. Costs related to this review will be for the Borrower's account.

SUCCESSORS AND ASSIGNS

This Agreement shall extend to and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. The Borrower shall not be entitled to assign or transfer any rights or obligations hereunder, without the consent in writing of the Bank. The Bank may assign or transfer all or any part of its rights and obligations under this Agreement to any Person. The Bank may disclose to potential or actual assignees or transferees confidential information regarding the Borrower and any Guarantor if applicable, (including, any such information provided by the Borrower, and any Guarantor if applicable, to the Bank) and shall not be liable for any such disclosure.

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GAAP

Unless otherwise provided, all accounting terms used in this Agreement shall be interpreted in accordance with Canadian Generally Accepted Accounting Principles, as appropriate, for publicly accountable enterprises, private enterprises, not-for-profit organizations, pension plans and in accordance, as appropriate, with Public Sector Accounting Standards for government organizations in effect from time to time, applied on a consistent basis from period to period. All financial statements and/or reports shall be prepared using one of the above bases of presentation, as appropriate. Except for the transition of accounting standards in Canada, any change in accounting principles or the application of accounting principles is only permitted with the prior written consent of the Bank.

SEVERABILITY

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement and such invalid provision shall be deemed to be severable.

GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of the Province identified in the Governing Law Jurisdiction section of this Agreement and the laws of Canada applicable therein. The Borrower irrevocably submits to the non-exclusive jurisdiction of the courts of such Province and acknowledges the competence of such courts and irrevocably agrees to be bound by a judgment of any such court.

DEFAULT BY LAPSE OF TIME

The mere lapse of time fixed for performing an obligation shall have the effect of putting the Borrower, or a Guarantor if applicable, in default thereof.

SET-OFF

The Bank is authorized (but not obligated), at any time and without notice, to apply any credit balance (whether or not then due) in any account in the name of the Borrower, or to which the Borrower is beneficially entitled (in any currency) at any branch or agency of the Bank in or towards satisfaction of the indebtedness of the Borrower due to the Bank under the Credit Facilities and the other obligations of the Borrower under this Agreement. For that purpose, the Bank is irrevocably authorized to use all or any part of any such credit balance to buy such other currencies as may be necessary to effect such application.

NOTICES

Any notice or demand to be given by the Bank shall be given in writing by way of a letter addressed to the Borrower. If the letter is sent by telecopier, it shall be deemed received on the date of transmission, provided such transmission is sent prior to 5:00 p.m. on a day on which the Borrower's business is open for normal business, and otherwise on the next such day. If the letter is sent by ordinary mail to the address of the Borrower, it shall be deemed received on the date falling five (5) days following the date of the letter, unless the letter is hand-delivered to the Borrower, in which case the letter shall be deemed to be received on the date of delivery. The Borrower must advise the Bank at once about any changes in the Borrower's address.

CONSENT OF DISCLOSURE

The Borrower hereby grants permission to any Person having information in such Person's possession relating to any Potential Prior-Ranking Claim, to release such information to the Bank (upon its written request), solely for the purpose of assisting the Bank to evaluate the financial condition of the Borrower.

NON-MERGER

The provisions of this Agreement shall not merge with any Security provided to the Bank, but shall continue in full force for the benefit of the parties hereto.

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JOINT AND SEVERAL

Where more than one Person is liable as Borrower or Guarantor if applicable for any obligation under this Agreement, then the liability of each such Person for such obligation is joint and several (in Quebec, solidarily) with each other such Person.

COUNTERPART EXECUTION

This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together constitute one and the same instrument.

ELECTRONIC MAIL AND FAX TRANSMISSION

The Bank is entitled to rely on any agreement, document or instrument provided to the Bank by the Borrower or any Guarantor as applicable, by way of electronic mail or fax transmission as though it were an originally signed document. The Bank is further entitled to assume that any communication from the Borrower received by electronic mail or fax transmission is a reliable communication from the Borrower.

ELECTRONIC IMAGING

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

REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Bank that:

- a) it is duly incorporated, validly existing and duly registered or qualified to carry on business in each jurisdiction in which its business or assets are located;
- b) the execution, delivery and performance by it of this Agreement have been duly authorized by all necessary actions and do not violate its constating documents or any Applicable Laws or agreements to which it is subject or by which it is bound;
- c) no event has occurred which constitutes, or which, with notice, lapse of time, or both, would constitute, an Event of Default;
- d) there is no claim, action, prosecution or other proceeding of any kind pending or threatened against it or any of its assets or properties before any court or administrative agency which relates to any non-compliance with any Environmental and Health and Safety Laws which, if adversely determined, might have a material adverse effect upon its financial condition or operations or its ability to perform its obligations under this Agreement or any Security, and there are no circumstances of which it is aware which might give rise to any such proceeding which it has not fully disclosed to the Bank; and
- e) it has good and marketable title to all of its properties and assets, free and clear of any encumbrances, other than as may be provided for herein.

Representations and warranties are deemed to be repeated as at the time of each Borrowing hereunder.

LANGUAGE

The parties hereto have expressly requested that this Agreement and all related documents, including notices, be drawn up in the English language. Les parties ont expressément demandé que la présente convention et tous les documents y afférents, y compris les avis, soient rédigés en langue anglaise.

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WHOLE AGREEMENT

This Agreement and any documents or instruments referred to in, or delivered pursuant to, or in connection with, this Agreement constitute the whole and entire agreement between the Borrower and the Bank with respect to the Credit Facilities.

EXCHANGE RATE FLUCTUATIONS

If, for any reason, the amount of Borrowings outstanding under any facility in a currency other than Canadian currency, when converted to the Equivalent Amount in Canadian currency, exceeds the amount available under such facility, the Borrower shall immediately repay such excess or shall secure such excess to the satisfaction of the Bank.

JUDGEMENT CURRENCY

If for the purpose of obtaining judgement in any court in any jurisdiction with respect to this Agreement, it is necessary to convert into the currency of such jurisdiction (the "Judgement Currency") any amount due hereunder in any currency other than the Judgement Currency, then conversion shall be made at the rate of exchange prevailing on the Business Day before the day on which judgement is given. For this purpose "rate of exchange" means the rate at which the Bank would, on the relevant date, be prepared to sell a similar amount of such currency in the Toronto foreign exchange market, against the Judgement Currency, in accordance with normal banking procedures.

In the event that there is a change in the rate of exchange prevailing between the Business Day before the day on which judgement is given and the date of payment of the amount due, the Borrower will, on the date of payment, pay such additional amounts as may be necessary to ensure that the amount paid on such date is the amount in the Judgement Currency which, when converted at the rate of exchange prevailing on the date of payment, is the amount then due under this Agreement in such other currency together with interest at RBP and expenses (including legal fees on a solicitor and client basis). Any additional amount due from the Borrower under this section will be due as a separate debt and shall not be affected by judgement being obtained for any other sums due under or in respect of this Agreement.

EVENTS OF DEFAULT

Without affecting or limiting the right of the Bank to terminate or demand payment of, or to cancel or restrict availability of any unutilized portion of, any demand or other discretionary facility, each of the following shall constitute an "Event of Default" which shall entitle the Bank, in its sole discretion, to cancel any Credit Facilities, demand immediate repayment in full of any amounts outstanding under any term facility, together with outstanding accrued interest and any other indebtedness under or with respect to any term facility, and to realize on all or any portion of any Security:

- a) failure of the Borrower to pay any principal, interest or other amount when due pursuant to this Agreement;
- b) failure of the Borrower, or any Guarantor if applicable, to observe any covenant, term or condition contained in this Agreement, the Security or any other agreement delivered to the Bank or in any documentation relating hereto or thereto;
- c) the Borrower, or any Guarantor if applicable, is unable to pay its debts as such debts become due, or is, or is adjudged or declared to be, or admits to being, bankrupt or insolvent;
- d) if any proceeding is taken to effect a compromise or arrangement with the creditors of the Borrower, or any Guarantor if applicable, or to have the Borrower, or any Guarantor if applicable, declared bankrupt or wound up, or to have a receiver appointed for any part of the assets or operations of the Borrower, or any Guarantor if applicable, or if any encumbrancer takes possession of any part thereof;
- e) if in the opinion of the Bank there is a material adverse change in the financial condition, ownership or operation of the Borrower, or any Guarantor if applicable;

- f) if any representation or warranty made by the Borrower, or any Guarantor if applicable, under this Agreement or in any other document relating hereto or under any Security shall be false in any material respect; or
- g) if the Borrower, or any Guarantor if applicable, defaults in the payment of any other indebtedness, whether owing to the Bank or to any other Person, or defaults in the performance or observance of any agreement in respect of such indebtedness where, as a result of such default, the maturity of such indebtedness is or may be accelerated.

Should the Bank demand immediate repayment in full of any amounts outstanding under any term facility due to an Event of Default, the Borrower shall immediately repay all principal sums outstanding under such facility and all other obligations in connection with any such term facility.

Schedule "A"

DEFINITIONS

For the purpose of this Agreement, the following terms and phrases shall have the following meanings:

"Applicable Laws" means, with respect to any Person, property, transaction or event, all present or future applicable laws, statutes, regulations, rules, policies, guidelines, rulings, interpretations, directives (whether or not having the force of law), orders, codes, treaties, conventions, judgements, awards, determinations and decrees of any governmental, quasi-governmental, regulatory, fiscal or monetary body or agency or court of competent jurisdiction in any applicable jurisdiction;

"Borrowing" means each use of a Credit Facility and all such usages outstanding at any time are "Borrowings";

"Business Day" means a day, excluding Saturday, Sunday and any other day which shall be a legal holiday or a day on which banking institutions are closed throughout Canada;

"Business Loan Insurance Plan" means the optional group creditor insurance coverage, underwritten by Sun Life Assurance Company of Canada, and offered in connection with eligible loan products offered by the Bank;

"Contaminant" includes, without limitation, any pollutant, dangerous substance, liquid waste, industrial waste, hazardous material, hazardous substance or contaminant including any of the foregoing as defined in any Environmental and Health and Safety Law;

"Environmental Activity" means any activity, event or circumstance in respect of a Contaminant, including, without limitation, its storage, use, holding, collection, purchase, accumulation, assessment, generation, manufacture, construction, processing, treatment, stabilization, disposition, handling or transportation, or its Release into the natural environment, including movement through or in the air, soil, surface water or groundwater;

"Environmental and Health and Safety Laws" means all Applicable Laws relating to the environment or occupational health and safety, or any Environmental Activity;

"Equivalent Amount" means, with respect to an amount of any currency, the amount of any other currency required to purchase that amount of the first mentioned currency through the Bank in Toronto, in accordance with normal banking procedures;

"Good Accounts Receivable" means trade accounts receivable of the Borrower owing by Persons whose chief operating activities are located in Canada excluding (i) the entire amount of accounts, any portion of which is outstanding more than 90 days after billing date, provided that the under 90 day portion may be included where the over 90 day portion is less than 10% of the amount of accounts, or where the Bank has designated such portion as nevertheless good, (ii) all amounts due from any affiliate, (iii) bad or doubtful accounts, (iv) accounts subject to any security interest or other encumbrance ranking or capable of ranking in priority to the Bank's security, (v) the amount of all holdbacks, contra accounts or rights of set-off on the part of any account debtor, (vi) those trade accounts receivable included elsewhere in the Borrowing Limit calculation, or (vii) any accounts which the Bank has previously advised to be ineligible;

"Good Private Insured Accounts Receivable" means Private Insured Accounts Receivable, excluding (i) the entire amount of accounts, any portion of which is outstanding more than 90 days after billing date, provided that the under 90 day portion may be included where the over 90 day portion is less than 10% of the amount of accounts, or where the Bank has designated such portion as nevertheless good, (ii) all amounts due from any affiliate, (iii) bad or doubtful accounts, (iv) accounts subject to any security interest or other encumbrance ranking or capable of ranking in priority to the Bank's security, (v) the amount of all holdbacks, contra accounts or rights of set-off on the part of any account debtor, or (vi) any accounts which the Bank has previously advised to be ineligible;

"Guarantor" means any Person who has guaranteed the obligations of the Borrower under this Agreement;

"Letter of Guarantee" or "LG" means a documentary credit issued by the Bank on behalf of the Borrower for the purpose of providing security to a third party that the Borrower or a person designated by the Borrower will perform a contractual obligation owed to such third party;

"Maturity Date" means the date on which a facility is due and payable in full;

"Permitted Encumbrances" means, in respect of the Borrower:

- a) liens arising by operation of law for amounts not yet due or delinquent, minor encumbrances on real property such as easements and rights of way which do not materially detract from the value of such property, and security given to municipalities and similar public authorities when required by such authorities in connection with the operations of the Borrower in the ordinary course of business; and

- b) Security granted in favour of the Bank;

"Person" includes an individual, a partnership, a joint venture, a trust, an unincorporated organization, a company, a corporation, an association, a government or any department or agency thereof including Canada Revenue Agency, and any other incorporated or unincorporated entity;

"Policy" means the Business Loan Insurance Plan policy 5100, issued by Sun Life Assurance Company of Canada to the Bank;

"Potential Prior-Ranking 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 or is capable of ranking in priority to the Security or otherwise in priority to any claim by the Bank for repayment of any amounts owing under this Agreement;

"Private Insured Accounts Receivable" means trade accounts receivable of the Borrower, where the payment has been insured by an insurer acceptable to the Bank, on terms and conditions satisfactory to the Bank, and the Bank has been named as loss payee by way of a duly executed assignment of or a rider/endorsement to the applicable insurance policy from such other insurer, supported by a copy of the applicable insurance policy and any renewals thereof;

"RBP" and "Royal Bank Prime" each means the annual rate of interest announced by the Bank from time to time as being a reference rate then in effect for determining interest rates on commercial loans made in Canadian currency in Canada;

"Release" includes discharge, spray, inject, inoculate, abandon, deposit, spill, leak, seep, pour, emit, empty, throw, dump, place and exhaust, and when used as a noun has a similar meaning.

Schedule "B"**CALCULATION AND PAYMENT OF INTEREST AND FEES****LIMIT ON INTEREST**

The Borrower shall not be obligated to pay any interest, fees or costs under or in connection with this Agreement in excess of what is permitted by Applicable Law.

OVERDUE PAYMENTS

Any amount that is not paid when due hereunder shall, unless interest is otherwise payable in respect thereof in accordance with the terms of this Agreement or the instrument or contract governing same, bear interest until paid at the rate of RBP plus 5% per annum. Such interest on overdue amounts shall be computed daily, compounded monthly and shall be payable both before and after any or all of default, maturity date, demand and judgement.

EQUIVALENT YEARLY RATES

The annual rates of interest or fees to which the rates calculated in accordance with this Agreement are equivalent, are the rates so calculated multiplied by the actual number of days in the calendar year in which such calculation is made and divided by 365.

TIME AND PLACE OF PAYMENT

Amounts payable by the Borrower hereunder shall be paid at such place as the Bank may advise from time to time in the applicable currency. Amounts due on a day other than a Business Day shall be deemed to be due on the Business Day next following such day. Interest and fees payable under this Agreement are payable both before and after any or all of default, maturity date, demand and judgement.

RBP LOANS

The Borrower shall pay interest on each RBP Loan, monthly in arrears, on the 26th day of each month or such other day as may be agreed to between the Borrower and the Bank. Such interest will be calculated monthly and will accrue daily on the basis of the actual number of days elapsed and a year of 365 days and shall be paid in the currency of the applicable Borrowing.

LETTER OF GUARANTEE FEES

The Borrower shall pay LG fees in advance on a quarterly basis calculated on the face amount of the LG issued and based on the number of days in the upcoming quarter or remaining term thereof and a year of 365 days. LG fees are non-refundable.

Schedule "D"**ADDITIONAL BORROWING CONDITIONS****LGs:**

Borrowings made by way of LGs will be subject to the following terms and conditions:

- a) each LG shall expire on a Business Day and shall have a term of not more than 365 days;
- b) at least 2 Business Days prior to the issue of an LG, the Borrower shall execute a duly authorized application with respect to such LG and each LG shall be governed by the terms and conditions of the relevant application for such contract;
- c) an LG may not be revoked prior to its expiry date unless the consent of the beneficiary of the LG has been obtained;
- d) any LG issued under a term facility must have an expiry date on or before the Maturity Date of the term facility, unless otherwise agreed by the Bank; and
- e) if there is any inconsistency at any time between the terms of this Agreement and the terms of the application for LG, the terms of the application for LG shall govern.

Schedule "G"

BORROWING LIMIT CERTIFICATE

I, _____, representing the Borrower hereby certify as
of _____:
(Insert last day of month/quarter as applicable)

1. I am familiar with and have examined the provisions of the Agreement dated April 18, 2016 and any amendments thereto, between National Structures 2011 Inc., as Borrower, and Royal Bank of Canada, as the Bank and have made reasonable investigations of corporate records and inquiries of other officers and senior personnel of the Borrower. Terms defined in the Agreement have the same meanings where used in this certificate.

2. The Borrowing Limit is \$ _____, calculated as follows:

Total accounts receivable owing by Persons located in Canada		\$ _____	
Less:	a) Accounts, any portion of which exceeds 90 days	\$ _____	
	b) Accounts due from affiliates	\$ _____	
	c) "Under 90 days" accounts where collection is suspect	\$ _____	
	d) Accounts subject to prior encumbrances	\$ _____	
	e) Holdbacks, contra-accounts or rights of set-off	\$ _____	
	f) Accounts included elsewhere in the Borrowing Limit calculation	\$ _____	
	g) Other ineligible accounts	\$ _____	
Plus:	h) Under 90 day portion of accounts included in a) above, where the over 90 day portion is less than 10% of the amount of accounts, or which the Bank has designated as nevertheless good	\$ _____	
Good Accounts Receivable			A \$ _____
Marginable Good Accounts Receivable at 75% of A			B \$ _____
Total Private Insured Accounts Receivable			\$ _____
Less:	a) Accounts, any portion of which exceeds 90 days	\$ _____	
	b) Accounts due from affiliates	\$ _____	
	c) "Under 90 days" accounts where collection is suspect	\$ _____	
	d) Accounts subject to prior encumbrances	\$ _____	
	e) Holdbacks, contra-accounts or rights of set-off	\$ _____	
	f) Other ineligible accounts	\$ _____	
Plus:	g) Under 90 day portion of accounts included in a) above, where the over 90 day portion is less than 10% of the amount of accounts, which the Bank has designated as nevertheless good	\$ _____	
Good Private Insured Accounts Receivable			C \$ _____
Marginable Good Private Insured Accounts Receivable at 85% of C			D \$ _____

Less: Potential Prior-Ranking Claims while not limited to these include:			
Sales tax, Excise & GST		\$ _____	
Employee source deductions such as E.I., CPP, Income Tax		\$ _____	
Workers Compensation Board		\$ _____	
Wages, Commissions, Vacation Pay		\$ _____	
Unpaid Pension Plan Contributions		\$ _____	
Overdue Rent, Property & Business Tax and potential claims from third parties such as subcontractors		\$ _____	
Other		\$ _____	E \$ _____
Total Potential Prior-Ranking Claims			\$ _____
Borrowing Limit (B+D-E)			\$ _____
Less: Facility #1 Borrowings			\$ _____
Margin Surplus (Deficit)			\$ _____

3. Annexed hereto are the following reports in respect of the Borrower:
- a) aged list of accounts receivable,
 - b) aged list of accounts payable,
 - c) aged list of Private Insured Accounts Receivable indicating country of origin for each receivable and most recent credit approval listing from the insurer supported by a loss payable endorsement to or assignment of the applicable insurance policy, and
 - d) listing of Potential Prior-Ranking Claims.
4. The reports and information provided herewith are accurate and complete in all respects and all amounts certified as Potential Prior-Ranking Claims are current amounts owing and not in arrears.

Dated this _____ day of _____, 20_____.

Per: _____

Name: _____

Title: _____

Schedule "J"

RBC COVARIETY DASHBOARD TERMS AND CONDITIONS

If the Borrower elects to fulfill the reporting requirements relating to the submission of financial information set out in this Agreement by accessing a secure web based portal ("RBC Covarity Dashboard") via the Internet and using RBC Covarity Dashboard to electronically upload the Borrower's financial information and to complete online and electronically submit certificates, reports and/or forms (the "Service"), then the following terms and conditions (the "RBC Covarity Dashboard Terms and Conditions") apply and are deemed to be included in, and form part of, the Agreement.

1. Definitions. For the purpose of the RBC Covarity Dashboard Terms and Conditions:

"Disabling Code" means any clock, timer, counter, computer virus, worm, software lock, drop dead device, Trojan horse routine, trap door, time bomb, or any other unauthorized codes, designs, routines or instructions that may be used to access, modify, replicate, distort, delete, damage or disable any Electronic Channel, including any related hardware or software.

"Designated User" an individual permitted to act on behalf of and bind the Borrower in all respects, and specifically in the submission of Electronically Uploaded Financial Information and/or Electronically Submitted Certificates.

"Electronic Channel" means any telecommunication or electronic transmission method which may be used in connection with the Service, including computer, Internet, telephone, e-mail or facsimile.

"Electronic Communication" means any information, disclosure, request or other communication or agreement sent, received or accepted using an Electronic Channel.

"Electronically Submitted Certificates" means certificates, reports and/or forms completed online and electronically submitted by any Designated User accessing the Service.

"Electronically Uploaded Financial Information" means financial data, reports and/or information of the Borrower electronically uploaded by any Designated User accessing the Service.

"Internet" means a decentralized global communications medium and the world-wide network of computer networks, accessible to the public, that are connected to each other using specific protocols, which provides for file transfer, electronic mail, remote log in, news, database access, and other services.

"Password" means a combination of numbers and/or letters selected by a Designated User that is used to identify the Designated User. The Password is used in conjunction with a User ID to access the Service.

"Security Breach" means any breach in the security of the Service, or any actual or threatened use of the Service, a Security Device, or Electronic Channel in a manner contrary to the Agreement, including, without limitation, the introduction of Disabling Code or a Virus to the Service.

"Security Device" means a combination of a User ID and Password.

"Software" means any computer program or programming (in any code format, including source code), as modified from time to time, and related documentation.

"User ID" means the combination of numbers and/or letters selected by the Borrower used to identify a particular Designated User. The User ID is used in conjunction with a Password to access the Service.

"Virus" means an element which is designed to corrupt data or enable access to or adversely impact upon the performance of computer systems, including any virus, worm, logic bomb and Trojan horse.

Terms defined in the Agreement have the same meanings where used in the RBC Covarity Dashboard Terms and Conditions.

2. **Access to the Service.** The Borrower will appoint one or more Designated User(s) to access the Service on behalf of the Borrower. The Borrower acknowledges and agrees that each Designated User appointed by the Borrower may electronically upload the Borrower's financial information and may view all previously uploaded financial information and all calculations in the RBC Covarity Dashboard.

At the time of registration for the Service, the Borrower will advise the Bank of the name and e-mail address of each Designated User. The Borrower will immediately advise the Bank if a Designated User changes or is no longer valid.

The Bank will provide the Borrower with a User ID and temporary password for each Designated User. Each Designated User will receive the User ID and temporary password delivered to their e-mail address. Each Designated User will change the temporary password to a unique Password which may not be easily guessed or obtained by others. If it is suspected or known that the Password has been compromised in any way, the Password must be changed immediately.

On first access to the Service, each Designated User will be required to read and agree to terms of use which will thereafter be accessible from a link located on each web page of the Service.

3. **Security Devices.** The Borrower recognizes that possession of a Security Device by any person may result in that person having access to the Service. The Borrower agrees that the use of a Security Device in connection with the Service, including any information sent, received or accepted using the Service, will be deemed to be conclusive proof that such information is accurate and complete, and the submission of which is authorized by, and enforceable against, the Borrower.

The Borrower is responsible for maintaining the security and confidentiality of Security Devices which may be used in connection with the Service. The Borrower is responsible for ensuring that a Security Device will only be provided to and used by a Designated User. The Borrower agrees to be bound by any actions or omissions resulting from the use of any Security Device in connection with the Service.

4. **Security.** Each party shall at all times have in place appropriate policies and procedures to protect the security and confidentiality of the Service, Electronic Channels and Electronic Communication and to prevent any unauthorized access to and use of the Service and Electronic Channels. The Borrower agrees to comply with any additional procedures, standards or other security requirements that the Bank may require in order to access the Service.

The Borrower will not (i) access or use the Service for an illegal, fraudulent, malicious or defamatory purpose, or (ii) take steps or actions that could or do undermine the security, integrity, effectiveness, goodwill or connectivity of the Service (including illegal, fraudulent, malicious, defamatory or other activities that threaten to harm or cause harm to any other person).

The Borrower agrees not to transmit via the Service any viruses, worms, defects, Trojan horses or any items of a destructive nature. The Borrower shall maintain the security of their computer by using anti-virus scanning, a firewall and installing the latest security patches to provide assurance that no Virus is introduced into the systems or Software while accessing the Service.

5. **Unsecure Electronic Channels.** The Borrower acknowledges and agrees that if it uses, or if it authorizes and directs the Bank to use, any unencrypted Electronic Channel, including unencrypted e-mail or facsimile, any Electronic Communication sent, received and/or accepted using such Electronic Channel is not secure, reliable, private or confidential. Any such Electronic Communication could be subject to interception, loss or alteration, and may not be received by the intended recipient in a timely manner or at all. The Borrower assumes full responsibility for the risks associated with such Electronic Communication.

6. **Notice of Security Breach.** The Borrower shall notify the Bank by notifying the RBC Account Manager in writing immediately of any Security Breach including: (i) any application vulnerability or if a Virus is contained in or affects transmission of information to the Service; or (ii) if the Borrower knows or reasonably ought to know that an unauthorized person may have access to the Service, Security Device or Electronic Channel.

If a Security Breach occurs the Borrower shall: (i) assist the Bank in the management of any consequences arising from it; (ii) take any reasonable steps necessary for it to take to mitigate any harm resulting from it; and (iii) take appropriate steps to prevent its recurrence.

7. **Binding Effect.** Any Electronic Communication that the Bank receives from or in the name of, or purporting to be from or in the name of, the Borrower or any other person on the Borrower's behalf in connection with the Service, will be considered to be duly authorized by, and enforceable against, the Borrower. The Bank will be authorized to rely and act on any such Electronic Communication, even if the Electronic Communication was not actually from the Borrower or such other person or differs in any way from any previous Electronic Communication sent to the Bank. Any Electronically Uploaded Financial Information will be considered to be financial information submitted to the Bank by an individual permitted to act on behalf of and bind the Borrower in all respects, and the Bank will be authorized to rely and act on any such Electronically Uploaded Financial Information accordingly. Any Electronically Submitted Certificates will be considered to be certificates, reports and/or forms completed and submitted to the Bank by an individual permitted to act on behalf of and bind the Borrower in all respects, and the Bank will be authorized to rely and act on any such Electronically Submitted Certificates accordingly.

8. **Representations and Warranties.** The Borrower represents and warrants to the Bank that each time Electronically Uploaded Financial Information and/or Electronically Submitted Certificates are submitted: (i) all financial statements, certificates, forms, reports and all information contained therein will be accurate and complete in all respects; (ii) all amounts certified as Potential Prior-Ranking Claims will be current amounts owing and not in arrears; (iii) all representations and warranties contained in the Agreement will be true and correct; and (iv) no event will have occurred which constitutes, or which, with notice, lapse of time, or both, would constitute an Event of Default or breach of any covenant or other term or condition of the Agreement. The Borrower will be deemed to repeat these representations and warranties each time Electronically Uploaded Financial Information and/or Electronically Submitted Certificates are submitted.

9. **Evidence.** Electronic records and other information obtained by the Bank in an Electronic Communication will be admissible in any legal, administrative or other proceedings as conclusive evidence of the contents of those communications in the same manner as an original paper document, and the Borrower waives any right to object to the introduction of any such record or other information into evidence on that basis.

10. **Limitation of Liability.** The Bank is not responsible or liable for any damages arising from: (i) inaccurate, incomplete, false, misleading, or fraudulent information provided to the Bank; (ii) losses incurred as a result of an actual or potential Security Breach; or (iii) losses incurred as a result of application vulnerability or Virus that is contained in or affects any Software or systems used by or on behalf of the Borrower in connection with the Service.

Although every effort is made to provide secure transmission of information, timely communication and confidentiality cannot be guaranteed. In no event shall the Bank be liable for any loss or harm resulting from the use of the Service, or from a breach of confidentiality in respect of use of the Service.

11. Termination. The ability of the Borrower to fulfill the reporting requirements relating to the submission of financial information set out in the Agreement using RBC Covarity Dashboard shall terminate upon revocation of access to the Service. In addition, the Bank may suspend or terminate access to or discontinue the Service immediately for any reason at any time without prior notice. The Bank will not be responsible for any loss or inconvenience that may result from such suspension or termination. The Borrower, upon giving notice to the Bank by notifying the RBC Account Manager in writing, may terminate use of the Service at any time.

12. Amendment. The Bank may amend these RBC Covarity Dashboard Terms and Conditions upon 30 days notice (which may be given electronically by way of e-mail or in writing) to the Borrower. The Borrower agrees that the continued use of the Service after the effective date of a change will constitute conclusive evidence of consent to all such amendments and the Borrower shall be bound by the amendments.



Royal Bank of Canada
 Commercial Financial Services
 65 PRINCESS ST
 2ND FLR
 KINGSTON ON
 K7L 1A6

May 8, 2017

Private and Confidential

NATIONAL STRUCTURES 2011 INC.
 15 KELLWOOD CRES
 NAPANEE ON
 K7R4A1

We refer to the agreement dated April 18, 2016 and any amendments thereto, between National Structures 2011 Inc. , as the Borrower, and Royal Bank of Canada, as the Bank, (the "Agreement").

The Bank reserves all of its rights and remedies at any time and from time to time in connection with any or all breaches, defaults or Events of Default now existing or hereafter arising under any Bank document, and whether known or unknown, and this amending agreement shall not be construed as a waiver of any such breach, default or Events of Default.

All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

The Agreement is amended as follows:

1. Under the Credit Facilities section, Facility #1 is amended by deleting "\$400,000.00" and by substituting "\$800,000.00".
2. Facility #2 is cancelled and all references to Facility #2 are deleted in their entirety.
3. The Security section is amended and restated as follows:

SECURITY

Security for the Borrowings and all other obligations of the Borrower to the Bank (collectively, the "Security"), shall include:

- a) General security agreement on the Bank's form 924 signed by the Borrower constituting a first ranking security interest in all personal property of the Borrower;
- b) Security agreement (chattel mortgage) on the Bank's form 927 signed by the Borrower constituting a first ranking and specific security interest in 2008 MAYCO CONCRETE PUMP serial number 280404 and 2015 MAYCO CONCRETE PUMP serial number 130801 model LS500;
- c) Guarantee and postponement of claim on the Bank's form 812 in the amount of \$860,000.00 signed by Michael Harris;

* Registered Trademark of Royal Bank of Canada

-
- d) Guarantee and postponement of claim on the Bank's form 812 in the amount of \$860,000.00 signed by Bradley Wilson;
 - e) Postponement and assignment of claim on the Bank's form 918 signed by Michael Harris;
 - f) Postponement and assignment of claim on the Bank's form 918 signed by Bradley Wilson.
4. Under the Fees section, the Monthly management fee is amended by deleting "\$200.00" and by substituting "\$350.00".
5. Under the Reporting Requirements section, paragraphs c) and d) are each amended by deleting "120 days" and by substituting "90 days".
6. Schedule "A"- Definitions is amended by the addition of the following definitions which are inserted in alphabetical order:

"Business Loan Insurance Plan" means the optional group creditor insurance coverage, underwritten by Sun Life Assurance Company of Canada, and offered in connection with eligible loan products offered by the Bank;

"Policy" means the Business Loan Insurance Plan policy 5100, issued by Sun Life Assurance Company of Canada to the Bank;

BUSINESS LOAN INSURANCE PLAN

The Borrower hereby acknowledges that the Bank has offered it group creditor insurance coverage on the Borrowings under the Business Loan Insurance Plan and the Borrower hereby acknowledges that it is the Borrower's responsibility to apply for any new or increased insurance amount for the Borrowings that may be eligible.

If the Borrower decides to apply for insurance on the Borrowings, the application will be made via the Bank's Business Loan Insurance Plan application (form 3460 ENG or 53460 FRE). If the Borrower has existing uninsured Borrowings and decides not to apply for Business Loan Insurance Plan coverage on any new Borrowings, it hereby acknowledges that the Bank may accept the Borrower's signature below as the Borrower's waiver of the Bank's offer to apply for Business Loan Insurance Plan coverage on all such Borrowings, and that all such Borrowings are not insured under the Policy as at the date of acceptance of this Agreement.

If the Borrower has Business Loan Insurance Plan coverage on previously approved Borrowings, such coverage will be applied automatically to all new Borrowings eligible for Business Loan Insurance Plan coverage that share the same loan account number, up to the approved amount of Business Loan Insurance Plan coverage. This Agreement cannot be used to waive coverage on new Borrowings eligible for Business Loan Insurance Plan coverage if Business Loan Insurance Plan coverage is in effect on the Borrower's existing Borrowings. If the Borrower does not want Business Loan Insurance Plan coverage to apply to any new Borrowings, a different loan account number will need to be set up and all uninsured loans attached to it.

If the Borrower has existing Borrowings to which Business Loan Insurance Plan coverage applies, and any new Borrowings would exceed the approved amount of Business Loan Insurance Plan coverage already in place, the Borrower must apply for additional Business Loan Insurance Plan coverage (if eligible) in order for Business Loan Insurance Plan coverage to apply to any new Borrowings. If the Borrower decides not to apply for additional Business Loan Insurance Plan coverage in respect of any new Borrowings (if eligible), the Borrower hereby acknowledges that the Bank may accept the Borrower's signature below as the Borrower's waiver of the Bank's offer to apply for additional Business Loan Insurance Plan

coverage on such new Borrowings and that such new Borrowings are not insured under the Policy as at the date the Borrower executes this Agreement.

If there are any discrepancies between the insurance information in this Agreement and the Business Loan Insurance Plan documents regarding the Borrowings, the Business Loan Insurance Plan documents govern.

Business Loan Insurance Plan premiums (plus applicable taxes), will be taken as a separate payment, directly from the bank account associated with the loan, at the same frequency and schedule as your regular loan payments, where applicable. As premiums are based on the outstanding loan balance and the insured person's age at the time the premiums are due, the cost of Business Loan Insurance Plan coverage may increase during the term of the loan. The premium calculation is set out in the Business Loan Insurance Plan terms and conditions provided to the Borrower at the time the application for Business Loan Insurance Plan coverage was completed. Refer to the terms and conditions (form 3460 ENG or 53460 FRE) for further explanation and disclosure.

CONDITIONS PRECEDENT

The effectiveness of this amending agreement is conditional upon receipt of:

- a) a duly executed copy of this amending agreement;
- b) the Security provided for herein, registered, as required, to the satisfaction of the Bank;
- c) such financial and other information or documents relating to the Borrower or any Guarantor if applicable as the Bank may reasonably require; and
- d) such other authorizations, approvals, opinions and documentation as the Bank may reasonably require.

Additionally,

- e) all documentation to be received by the Bank shall be in form and substance satisfactory to the Bank.

REVIEW FEE

A non-refundable review fee of \$500.00 is payable by the Borrower upon acceptance of this amending agreement.

COUNTERPART EXECUTION

This amending agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together constitute one and the same instrument.

All other terms and conditions outlined in the Agreement remain unchanged and in full force and effect.

This amending agreement is open for acceptance until June 8, 2017, after which date it will be null and void, unless extended in writing by the Bank.

ROYAL BANK OF CANADA

Per: 
Name: Barry Rivers
Title: Account Manager

/dt

National Structures 2011 Inc.

- 4 -

May 8, 2017

Agreed to and accepted this 9 day of MAY, 2017.

NATIONAL STRUCTURES 2011 INC.

Per:  _____

Name: M. M. M. M.

Title: G.M.

Per: _____

Name: _____

Title: _____

I/We have the authority to bind the Borrower



Royal Bank of Canada
Commercial Financial Services
246 North Front Street
Belleville, Ontario K8P 3C2

May 3, 2018

Private and Confidential

NATIONAL STRUCTURES 2011 INC.
15 Kellwood Cres
Napane, Ontario
K7R 4A1

We refer to the agreement dated April 18, 2016 and any amendments thereto, between National Structures 2011 Inc., as the Borrower, and Royal Bank of Canada, as the Bank, (the "Agreement").

The Bank reserves all of its rights and remedies at any time and from time to time in connection with any or all breaches, defaults or Events of Default now existing or hereafter arising under any Bank document, and whether known or unknown, and this amending agreement shall not be construed as a waiver of any such breach, default or Events of Default.

All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

The Agreement is amended as follows:

1. Under the Credit Facilities section, Facility #1 is amended by deleting "\$800,000.00" and by substituting "\$815,000.00".
2. The Other Facilities section paragraph a) is amended by deleting "\$25,000.00" and by substituting "\$50,000.00".

BUSINESS LOAN INSURANCE PLAN

The Borrower hereby acknowledges that the Bank has offered it group creditor insurance coverage on the Borrowings under the Business Loan Insurance Plan and the Borrower hereby acknowledges that it is the Borrower's responsibility to apply for any new or increased insurance amount for the Borrowings that may be eligible.

If the Borrower decides to apply for insurance on the Borrowings, the application will be made via the Bank's Business Loan Insurance Plan application (form 3460 ENG or 53460 FRE). If the Borrower has existing uninsured Borrowings and decides not to apply for Business Loan Insurance Plan coverage on any new Borrowings, it hereby acknowledges that the Bank may accept the Borrower's signature below as the Borrower's waiver of the Bank's offer to apply for Business Loan Insurance Plan coverage on all such Borrowings, and that all such Borrowings are not insured under the Policy as at the date of acceptance of this Agreement.

If the Borrower has Business Loan Insurance Plan coverage on previously approved Borrowings, such coverage will be applied automatically to all new Borrowings eligible for Business Loan Insurance Plan coverage that share the same loan account number, up to the approved amount of Business Loan Insurance

² Registered Trademark of Royal Bank of Canada

Plan coverage. This Agreement cannot be used to waive coverage on new Borrowings eligible for Business Loan Insurance. Plan coverage if Business Loan Insurance Plan coverage is in effect on the Borrower's existing Borrowings. If the Borrower does not want Business Loan Insurance Plan coverage to apply to any new Borrowings, a different loan account number will need to be set up and all uninsured loans attached to it.

If the Borrower has existing Borrowings to which Business Loan Insurance Plan coverage applies, and any new Borrowings would exceed the approved amount of Business Loan Insurance Plan coverage already in place, the Borrower must apply for additional Business Loan Insurance Plan coverage (if eligible) in order for Business Loan Insurance Plan coverage to apply to any new Borrowings. If the Borrower decides not to apply for additional Business Loan Insurance Plan coverage in respect of any new Borrowings (if eligible), the Borrower hereby acknowledges that the Bank may accept the Borrower's signature below as the Borrower's waiver of the Bank's offer to apply for additional Business Loan Insurance Plan coverage on such new Borrowings and that such new Borrowings are not insured under the Policy as at the date the Borrower executes this Agreement.

If there are any discrepancies between the insurance information in this Agreement and the Business Loan Insurance Plan documents regarding the Borrowings, the Business Loan Insurance Plan documents govern.

Business Loan Insurance Plan premiums (plus applicable taxes), will be taken as a separate payment, directly from the bank account associated with the loan, at the same frequency and schedule as your regular loan payments, where applicable. As premiums are based on the outstanding loan balance and the insured person's age at the time the premiums are due, the cost of Business Loan Insurance Plan coverage may increase during the term of the loan. The premium calculation is set out in the Business Loan Insurance Plan terms and conditions provided to the Borrower at the time the application for Business Loan Insurance Plan coverage was completed. Refer to the terms and conditions (form 3460 ENG or 53460 FRE) for further explanation and disclosure.

CONDITIONS PRECEDENT

The effectiveness of this amending agreement is conditional upon receipt of:

- a) a duly executed copy of this amending agreement;
- b) the Security provided for herein, registered, as required, to the satisfaction of the Bank;
- c) such financial and other information or documents relating to the Borrower or any Guarantor if applicable as the Bank may reasonably require; and
- d) such other authorizations, approvals, opinions and documentation as the Bank may reasonably require.

Additionally;

- e) all documentation to be received by the Bank shall be in form and substance satisfactory to the Bank.

ANNUAL REVIEW FEE

A non-refundable annual review fee of \$500.00 is payable by the Borrower upon acceptance of this amending agreement or as agreed upon between the Borrower and the Bank.

COUNTERPART EXECUTION

This amending agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together constitute one and the same instrument.

All other terms and conditions outlined in the Agreement remain unchanged and in full force and effect.

This amending agreement is open for acceptance until June 3, 2018, after which date it will be null and void, unless extended in writing by the Bank.

ROYAL BANK OF CANADA



Per:
Name: Mike Cussen
Title: Vice President, Business Credit


/It

Agreed to and accepted this 3RD day of MAY, 2018.

NATIONAL STRUCTURES 2011 INC.

 M. HARRIS

Per:
Name:

 Brad Wilson

Per:
Name:

I/We have the authority to bind the Borrower.



RBC Royal Bank®

RBC ROYAL BANK® BUSINESS CREDIT CARD AGREEMENT

This Agreement sets out the terms under which each Cardholder may use their Card, Account and Credit Card Cheques (as such terms are defined below). It replaces all prior RBC Royal Bank® Visa® CreditLine for Small Business™, RBC Royal Bank Business Credit Card (joint and several liability) or RBC® Business Cash Back MasterCard® agreements.

You should read this Agreement carefully as it explains your rights and duties. It also is your promise to pay all Debt owing on an Account.

1. What the Words Mean:

Here are the definitions of some of the words used in this Agreement. The words are in their singular form, but the definitions also apply to the plural forms of the words.

"we", "our" or "us" means Royal Bank of Canada and companies under RBC®;

"you" or "your" means the Applicant and each Owner;

"Account" means an RBC Royal Bank Visa Business Platinum Avion® ("Visa Platinum Avion"), RBC Business Cash Back MasterCard ("Cash Back MasterCard"), RBC Royal Bank Visa CreditLine for Small Business ("CLSB"), RBC Royal Bank Visa Business ("Visa Business") or RBC Royal Bank Visa Business Gold ("Visa Business Gold") account that we have opened for the Applicant. We may add other types of accounts to this list at any time. All Cards we issue to Cardholders under an Account form part of the Account;

"Account Credit Limit" means the maximum amount of Debt that can remain outstanding and unpaid in an Account;

"Account Documentation" means any document relating to an Account we may send to you and/or Cardholders from time to time including, but not limited to, changes to the Agreement or pricing changes, an insert enclosed with a paper Account Statement or information provided on an Account Statement, legal and regulatory information that we may be required by law to send you or, with your consent, any marketing offer;

"Account Statement" means the monthly written statement(s) of the Account in either paper or electronic format;

"Agreement" means this agreement and the Liability Waiver Program insurance certificate sent with the Card(s), if applicable. A copy of the certificate is also available at www.rbcroyalbank.com/credit-cards/documentation;

"Applicant" means the business identified in an application for an Account;

"ATM" means an automated teller machine;

"Card" means any credit card issued to a Cardholder on an Account;

"Card Credit Limit" means, for Visa Platinum Avion, Visa Business and Visa Business Gold Accounts only, the maximum amount that can remain outstanding and unpaid on a Card;

"Cardholder" means an individual to whom a Card is issued;

"Cash Advance" means an advance of cash that is charged to an Account through any eligible means including, but not limited to, a cash withdrawal from an Account, use of a Credit Card Cheque, a balance transfer, a Cash-Like Transaction or a bill payment (that is not a pre-authorized charge that you set up with a merchant);

"Cash Advance Interest Rate" means the annual interest rate applicable to Cash Advances made on an Account. The Cash Advance Interest Rate is shown on each Account Statement;

"Cash-Like Transaction" means a transaction that is similar to cash and we treat as a Cash Advance including, but not limited to, a money order, a wire transfer, a traveller's cheque and a gaming transaction (including, but not limited to, betting, off-track betting, race track wagers, casino gaming chips and lottery tickets);

"Credit Card Cheque" means a cheque drawn on an Account. It can only be in the form of a cheque that we provide to you for the Account;

"Debt" means, on any day, the total amount owing to us under this Agreement. The Debt is made up of all amounts charged to an Account including, but not limited to, Purchases, Cash Advances, Credit Card Cheques, interest and Fees;

"Electronic Means" means any communication method permitted by us from time to time including, but not limited to, computer, tablet, telephone, cell phone, smart phone, Internet, email, personal digital assistant, facsimile or other method of telecommunication or electronic transmission;

"Fee" means a fee that applies to an Account. Fees are set out in this Agreement and may also be in any other Account Documentation we may send to you and/or Cardholders from time to time;

"Grace Period" means the number of days between the last Statement Date and the Payment Due Date for an Account. For CLSB, there is no Grace Period;

"Interest Rate" means either the Cash Advance Interest Rate or Purchase Interest Rate and Interest Rates means both the Cash Advance Interest Rate and the Purchase Interest Rate;

"Introductory Interest Rate" means a special low Interest Rate that may be offered to Cardholders. Only new Accounts are eligible for an Introductory Interest Rate;

"Liability Waiver Program" means the RBC Royal Bank Business Credit Card Liability Waiver Insurance program for Visa Platinum Avion, Visa Business and Visa Business Gold Accounts only, in force from time to time;

"Minimum Payment" means the amount indicated as such on an Account Statement;

"New Balance" means the amount indicated as such on an Account Statement. The New Balance is made up of all Debt incurred up to the Statement Date;

"Owner" means each individual who signs this Agreement as such, and includes any Individual who owns a business as a sole proprietor, or has invested in a business as a partner, shareholder, member, limited partner or beneficial owner, and

who is authorized to act and make financial decisions on behalf of the Applicant including, but not limited to, opening an Account, asking for additional Cards on an Account or asking for an Account Credit Limit Increase;

"Payment Due Date" means the date indicated as such on an Account Statement;

"PIN" means the personal identification number used by a Cardholder to access the Account;

"Prime Interest Rate" means the annual rate of interest we announce from time to time and post at our branches and on our website at www.rbcroyalbank.com/rates as a reference rate for determining interest rates on Canadian dollar commercial loans in Canada;

"Promotional Interest Rate" means a special low Interest Rate that may be offered to Cardholders periodically after an Account has been opened;

"Purchase" means a purchase of goods or services (or both) that is charged to an Account. A Purchase may be made with or without the use of a Card;

"Purchase Interest Rate" means the annual interest rate that applies to Purchases made on an Account. The Purchase Interest Rate is shown on each Account Statement;

"Service Administrator" means any individual an Owner or Signing Authority has designated as such;

"Signing Authority" means any individual (who may or may not be an Owner) designated, in the way we require the designation to be made, as being authorized to act and make financial decisions on behalf of the Applicant and the Owners including, but not limited to, opening an Account, asking for additional Cards on an Account or asking for an Account Credit Limit increase; and

"Statement Date" means the last date of the Account Statement period for which an Account Statement is produced.

2. General Terms of Agreement:

This Agreement applies to each Card, Account and Credit Card Cheque. It also applies if we send you or the Cardholder a renewal or replacement Card. You agree to all of the terms and conditions set out in this Agreement and the terms and conditions in any amended or replacement agreement relating to the Account. You must give a copy of this Agreement, including any amendments to this Agreement, to each Owner.

If a Cardholder signs, activates, or uses their Card or their Card number, it will mean that each Owner has received and read this Agreement and agrees to and accepts all of its terms.

By accepting this Agreement and using the Card, you have requested the benefits and services provided automatically with the Card. Different types of Cards come with different features. Some of these features are highlighted later in this Agreement. The "Welcome Kit" that Cardholders receive with their Cards outlines the benefits and services which Cardholders can enjoy. We may change any of these features at any time. Third parties will provide some of the benefits and services outlined in your "Welcome Kit". These third parties, and not us, are responsible to you and the Cardholders for the services and benefits offered or provided by them. Optional features are available at an additional cost

to you. If you request any of these optional features, we may send you a separate agreement outlining any additional terms and conditions for the optional features.

You confirm that all information provided to us regarding the Applicant's ownership, control and structure is true, complete and accurate in all respects.

You must promptly give us up-to-date credit and financially-related information about you when we ask for it.

The Section and Sub-Section headings in this Agreement are for ease of reference only. They do not form part of this Agreement.

3. Account Opening/Card issuance:

a. Visa Platinum Avion, Visa Business and Visa Business Gold Accounts

At your request and subject to our approval, we will open an Account and issue a Card to the Cardholder(s) that you designate.

For any Cardholder who is not responsible to pay the Debt, we will only keep a record of the name of the Cardholder. In this situation, you must obtain and record the name, address, telephone number, and date of birth of each Cardholder. You must keep this information for at least seven (7) years after a Card has been cancelled. If we ask, you will give us this information.

b. CLSB and Cash Back MasterCard Accounts

At your request and subject to our approval, we will open an Account and issue a Card to the Cardholder(s) that you designate. The maximum number of Cardholders for each Account is two (2), and each Cardholder must be an Owner.

4. Card Renewal and Replacement:

A renewal or replacement Card will be issued before the expiration date on the Card. Renewal and replacement Cards will continue to be issued to Cardholders in this way until you tell us to stop.

5. Account and Card Use:

A Card can only be used by the Cardholder in whose name it has been issued. Cardholders can use their Card and/or Card number for any permitted purpose including, but not limited to:

- making Purchases, whether they buy in person, over the phone, using the Internet or by mail order;
- making cash withdrawals at one of our branches, at another financial institution or at an ATM;
- writing cheques using the Credit Card Cheques; and
- taking advantage of a balance transfer offer by transferring all or part of a balance they owe elsewhere to the Account, through our online banking service or by calling 1-800 ROYAL® 1-2 (1-800-769-2512).

A Cardholder must not use their Card for any illegal, improper or unlawful purpose. We may refuse to authorize certain types of transactions as we decide including, but not limited to, Internet gambling.

6. Debt Incurred Without a Card:

If a Cardholder incurs Debt using their Card number only, without having presented their Card to a merchant (such as for an Internet, mail order or telephone Purchase), the legal effect will be the same as if the Cardholder had used their Card and signed a sales draft or receipt or entered their PIN.

7. If the Card Expires:

The Card expires at the end of the month shown on the Card. Cardholders must not use their Card or Card number if their Card has expired or after this Agreement is terminated. If anything is charged to an Account after the Card has expired or this Agreement is terminated, you are still responsible for and must pay the Debt.

8. Lost or Stolen Card:

If a Card is lost or stolen or if any one of you or the Cardholder suspects it is lost or stolen or being used by someone else, you or the Cardholder must tell us immediately.

After we have been told that a Card has been or may have been lost, stolen or misused, we will be able to prevent the use of the Card and Card number. If we suspect unauthorized or fraudulent use of a Card or a Card number, the use of any Card can be blocked or prevented without notice to you.

You will not be liable to us for any Debt resulting from the loss, theft or misuse of a Card that is incurred after the time any one of you or the Cardholder tells us about the loss, theft or misuse of a Card.

Notwithstanding the above, if a Card is lost, stolen or misused, you will be liable to us for:

- i. all amounts owing on the Card, up to a maximum of \$1,000.00, resulting from the loss, theft or misuse of the Card that is incurred before the time any one of you or the Cardholder tells us about that loss, theft or misuse through any one or more transactions on the Card, for which the Card or Card number has been used to complete those transactions; and
- ii. all amounts owing on the Card, resulting from the loss, theft or misuse of the Card that is incurred before the time any one of you or the Cardholder tells us about that loss, theft or misuse through any one or more transactions on the Card, for which the Card and PIN have been used together to complete those transactions.

9. Credit Limits:**a. Visa Platinum Avion, Visa Business and Visa Business Gold Accounts**

If you have more than one Card, we will set an Account Credit Limit representing the total credit limit for all Cards. We may change the Account Credit Limit from time to time, without notice.

The Debt must not exceed the Account Credit Limit. However, we may (but are not required to, even if we have done so before) permit the Debt to exceed the Account Credit Limit.

A Card Credit Limit will be set for each Card. We may change any Card Credit Limit from time to time, without notice.

We will tell you the Card Credit Limit on the documents accompanying each Card when it is issued, and on each Account Statement.

Each Cardholder must observe their Card Credit Limit. The amounts owing on a Card must not exceed the Card Credit Limit. However, we may (but are not required to, even if we have done so before) permit the amounts owing on a Card to

exceed the Card Credit Limit. We may, at any time, refuse to permit the amounts owing on a Card to exceed the Card Credit Limit and require you to pay any balances which exceed the Card Credit Limit.

When the amounts owing on a Card exceed the Card Credit Limit at any time during the Account Statement period, an Overlimit Fee will be charged to the Account.

If you consistently make late payments or no payments, we may reduce the Card Credit Limit for a particular Card and/or the Account Credit Limit, without notice.

b. CLSB and Cash Back Accounts

An Account Credit Limit will be set for the Account. We may change the Account Credit Limit from time to time, without notice. We will tell you the Account Credit Limit on the documents accompanying each Card when it is issued, and on each Account Statement.

The Debt must not exceed the Account Credit Limit. However, we may (but are not required to, even if we have done so before) permit the Debt to exceed the Account Credit Limit.

We may, at any time, refuse to permit the Debt to exceed the Account Credit Limit and require you to pay any balances that exceed the Account Credit Limit.

When the Debt exceeds the Account Credit Limit at any time during the Account Statement period, an Overlimit Fee will be charged to the Account.

If you consistently make late payments or no payments, we may reduce the Account Credit Limit without notice.

10. Card Cancellation/Revocation or Suspension of Use:

The Applicant may cancel a Card by giving us a notice to cancel the Card. Except as otherwise set out in this Agreement, you will be liable to us for all Debt, resulting from the use of the Card from the time we receive the notice of cancellation until the time the Applicant notifies us that the Card has been destroyed.

If the amounts owing on a Card exceed the Card Credit Limit or the Debt outstanding on an Account exceeds the Account Credit Limit, we may suspend the right to use the Card or the Account, and all services we provided under this Agreement until the excess is paid in full.

We may revoke or suspend a Cardholder's right to use their Card or Card number at any time without notice. A Cardholder must give up their Card to you or to us at your (or our) request.

11. PIN and Other Security Features:

We will provide each Cardholder with a PIN for their Card or tell them how to select it. We will also tell them how to change their PIN. We will treat a PIN as the Cardholder's authorization whenever it is used with a Card. Any transactions done using the Card with the PIN will have the same legal effect as if the Cardholder signed a written direction to us.

Each Cardholder must protect the security of their Card and the Account by keeping their PIN confidential and separate from their Card at all times. Cardholders must select a PIN which cannot be easily guessed. Cardholders must not select a PIN using a combination of their name, date of birth, telephone numbers, address or social insurance numbers. No one but the Cardholder is permitted to know or use the PIN or

any other security codes such as passwords, access codes and Card numbers that may be used or required for Internet or other transactions. Each Cardholder will keep these security codes confidential and separate as well.

If someone uses a Card and PIN or the Card number with any other security code to make unauthorized purchases or otherwise obtain the benefits of the Card or Account, you will not be responsible for those charges provided that (i) you and the Cardholder are able to establish to our reasonable satisfaction that the Cardholder has taken reasonable steps to protect their Card, Account and/or Credit Card Cheque against loss or theft and to safeguard their PIN and other security codes in the manner set out in this Agreement, or as we may otherwise advise Cardholders from time to time, and (ii) you and the Cardholder cooperate fully with our investigation.

You will however remain fully responsible for all Debt incurred in connection with an unauthorized use if a Cardholder voluntarily discloses their PIN or other security code or otherwise contributes to the unauthorized or fraudulent use of a Card or access to the Account, or you or the Cardholder fail(s) to tell us in a reasonable time that a Card or Credit Card Cheque has been lost or stolen or that you believe someone else may know a Cardholder's PIN or other security code.

You are not responsible for unauthorized use of Card(s) or Card number(s) in transactions in which neither a PIN nor a security code is used as the Cardholder verification method.

For the purposes of this protection, "unauthorized use" of a Card or Card number means use by a person, other than the Cardholder, who does not have actual, implied or apparent authority for such use, and from which neither you nor the Cardholder receives any benefit. In addition to what is set out in this Agreement, we may tell Cardholders other steps they must take to safeguard their PIN or security codes.

12. Liability for Debt:

Except as otherwise set out in this Agreement and, for Visa Platinum Avion, Visa Business and Visa Business Gold Accounts only, except as may otherwise be provided under the Liability Waiver Program, the Applicant, together with each Owner, will be jointly and severally (in Quebec, solidarily) liable to us for all Debt charged to the Account, no matter how it is incurred or who has incurred it and even though we may send Account Statements to Cardholders and not to any of you. However, we will provide Account Statement(s) or other information about that Debt to any of you at the request of any Owner or Signing Authority. The Applicant, together with each Owner, will also be jointly and severally (in Quebec, solidarily) liable to us for everything else you have agreed to with us in this Agreement.

An Owner will continue to be liable for the Debt as long as the Owner's name appears on the Agreement. If there is any change to the ownership or structure of the Applicant including, but not limited to, if an Owner ceases to be an owner, it is your responsibility to notify us as a new Agreement may need to be signed.

We may apply any money the Applicant or an Owner has on deposit with us or any of our affiliates against any Debt you owe us. We can apply the money on deposit against any Debt without notice to you or any of you.

13. Making Payments:

It is your responsibility to ensure that payment on the Account is received by us for credit to the Account by the Payment Due Date shown on each Account Statement.

Even when normal postal service is disrupted, payments must continue to be made on each Account.

Payments can be made on the Account at any time. Payments can be made by mail, at one of our branches, at an ATM that processes such payments, through our telephone, mobile or online banking service or at certain other financial institutions that accept such payments, by registering the Account as a "Bill Payment" for this purpose.

Payments sent to us by mail or made through another financial institution's branch, ATM or online banking service may take several days to reach us. A payment is not credited to the Account and does not automatically adjust the available Card Credit Limit or Account Credit Limit until we have processed the payment. It may take several days to adjust the available Card Credit Limit or Account Credit Limit depending on how payment is made. To ensure that a payment is credited to an Account and automatically adjusts the available Card Credit Limit or Account Credit Limit on the same business day, a payment must be made prior to 6:00pm local time on that business day at one of our branches or our ATMs in Canada or through our telephone, mobile or online banking service.

You can also ask us to process your payments on the Payment Due Date each month as a pre-authorized debit ("PAD") from a deposit account. The account must be with a Canadian financial institution and must be in Canadian dollars.

You may choose to pay the Minimum Payment or your New Balance. If you ask us to automatically process payments as a PAD, you will be bound by the terms and conditions set out in Rule H1 of the Rules of the Canadian Payments Association, as amended from time to time, as well as this Agreement. You also waive any pre-notification requirements that exist where variable payment amounts are being authorized. You may notify us at anytime that you wish to revoke your authorization for a PAD. A PAD may, under certain circumstances, be disputed for up to ninety (90) days. To obtain more information on our rights against you under a PAD, you may contact the financial institution that holds the bank account you have designated for the PAD or review the Rules at www.cdnpay.ca.

You are not permitted to make a payment exceeding a Card Credit Limit unless the amounts owing on the Card at the time of payment are more than the Card Credit Limit. You are not permitted to make a payment exceeding the Account Credit Limit unless the Debt at the time of payment is more than the Account Credit Limit. If you do make a payment of more than the Card Credit Limit or the Account Credit Limit, interest will not be paid on the positive balance. Any positive balance is not considered a deposit account for the purpose of insurance given by Canadian Deposit Insurance Corporation.

14. Payment of Debt:

- a. Except as otherwise set out in this Agreement, you may pay the Debt in respect to each Account in full or in part at any time.

- b. Except as otherwise set out in this Agreement, you must make a Minimum Payment, by the Payment Due Date, equal to the lesser of (i) for all Accounts except CLSB, \$10.00, plus interest, plus Fees or, for CLSB, \$100.00, plus interest, plus Fees, and (ii) your New Balance, in order to keep the Account up to date. Each of these amounts will be shown on the Account Statement. Any past-due amounts will be included in your Minimum Payment amount.
- c. You must also pay any amount that exceeds either the Card Credit Limit or Account Credit Limit immediately, even though we may not yet have sent an Account Statement on which that excess appears.
- d. You must keep the Account up-to-date at all times even if we are delayed in or prevented from sending, for any reason, any one or more Account Statements. You must contact one of our branches or our Cards Customer Service at 1-800 ROYAL® 1-2 (1-800-769-2512) at least once a month during such a delay or interruption to obtain any payment information you do not have and need to know in order for you to comply with your obligations under this Section.
- e. If any payment made by you in respect of the Account is not honoured, or if we must return it to you because it cannot be processed, a "Dishonoured Payment Fee" will be charged and Card privileges may be revoked or suspended.
- f. If the New Balance on a previous Account Statement was paid in full by the Payment Due Date, the Grace Period for the current Account Statement will continue to be the minimum number of days applicable to the Card. If the New Balance on the previous Account Statement was not paid in full by the Payment Due Date, the Grace Period for the current Account Statement will be extended to twenty-five (25) days from the last Statement Date. This section 14(f) does not apply to CLSB, which has no Grace Period.

15. Payment Allocation:

When you make a payment, we will apply the amount up to your Minimum Payment, first to any interest and second to any Fees. We will apply the remainder of any Minimum Payment to your New Balance, generally starting with amounts bearing the lowest interest rate before amounts bearing a higher interest rate.

If you pay more than your Minimum Payment, we will apply the amount over the Minimum Payment to the remainder of your New Balance. If the different amounts that make up your New Balance are subject to different interest rates, we will allocate your excess payment in the same proportion as each amount bears to the remainder of your New Balance. If the same interest rate is applicable to both a Cash Advance and a Purchase, we will apply your payment against the Cash Advance and the Purchase in a similar proportionate manner.

If you have paid more than your New Balance, we will apply any payment in excess of the New Balance to amounts that have not yet appeared on your Account Statement in the same manner as set out above.

Credits arising from returns or adjustments are generally first applied to transactions of a similar type, second to any interest and Fees, and the remainder to other Debt owing in the same manner as we apply payments in excess of the Minimum Payment.

16. Interest Rates and Charges:

The current interest rates are set out on each Account Statement. They are expressed as annual percentage rates. The standard interest rates are shown in the chart outlined in the "Standard Annual Fees, Grace Period and Interest Rates" Section of this Agreement. If you are taking advantage of any special offers, the interest rates may be different than those on the chart. The interest rates may change from time to time.

a. All Accounts except CLSB

You can avoid interest on both Purchases and Fees by always paying the New Balance in full on or before the Payment Due Date every month. Your New Balance is shown on your Account Statement and is made up of all Purchases, Cash Advances, interest and Fees incurred up to the Statement Date.

If you do not pay your New Balance in full on or before the Payment Due Date, you will lose your interest-free status for Purchases and Fees. If this happens, you must pay interest on all Purchases and Fees shown on that month's Account Statement as well as interest on all new Purchases and new Fees. Interest is calculated from the transaction date, until the day we process your payment for the total amount you owe. To regain interest-free status on your Purchases and Fees, you must pay your New Balance by the Payment Due Date. Interest on previously billed Purchases and Fees that has accrued since the end of the last Account Statement period to the date payment in full of the New Balance is received, will appear on your next month's Account Statement.

Cash Advances never benefit from an interest-free Grace Period. This means interest is charged from the transaction date.

b. Applicable to CLSB Account only

The interest rate(s) in effect for the entire period covered by an Account Statement is calculated by taking our Prime interest rate in effect on the first business day of the month in which we prepare your Account Statement and adding the interest rate premium (fixed percentage) applicable to the Account. We will tell you what your interest rate premium is in a document accompanying each Card. Your interest rate changes as our Prime interest rate changes. We will review the Account and interest rates from time to time, and may decrease or increase your interest rate premium at any time. If we change your interest rate premium, we will give you thirty (30) days written notice of the change.

We will charge you interest on the amount of each Purchase, Cash Advance and Fee from (and including) the transaction date recorded for them on the Account Statement, where they appeared for the first time, to the day we receive payment in full of the Debt.

c. Applicable to all Accounts

Fees are treated in the same manner as Purchases for the purpose of charging interest. The transaction date for a Fee is the date that the Fee is posted to the Account.

We do not charge interest on interest.

We calculate interest daily, however we only add it to the Account monthly. The amount of interest we charge is calculated as follows:

- We add the amount you owe each day, and divide that total by the number of days in the Account Statement period. This is your average daily balance; and
- We multiply the average daily balance by the applicable daily Interest Rate(s) (obtained by taking the annual Interest Rate(s) and dividing by the number of days in the year). We then multiply this value by the total number of days in the Account Statement period to determine the interest we charge you.

If there is more than one applicable Interest Rate, we calculate the amount of interest you owe based on the average daily balances that apply to each Interest Rate.

The Account Statement will show your New Balance, Payment Due Date, transaction and posting dates, and your Interest Rate(s), including any Introductory Interest Rate or Promotional Interest Rate.

17. Cash Advances:

Interest is always charged on a Cash Advance from the day the Cash Advance is made. "Cash Advance Fees" or "Promotional Rate Fees" also apply to certain Cash Advances. These fees are set out in the "Other Fees" Section of this Agreement. All of the following types of transactions are treated as Cash Advances:

- When a Cardholder makes a cash withdrawal from the Account at an RBC Royal Bank branch or ATM, or at any other financial institution's branch or ATM;
- When a Cardholder uses a Credit Card Cheque;
- When a Cardholder takes advantage of a balance transfer offer by transferring all or part of a balance they owe elsewhere to the Account, through our online banking service or by calling 1-800 ROYAL® 1-2 (1-800-769-2512);
- When a Cardholder makes bill payments from the Account or transfers funds from the Account to another RBC Royal Bank bank account, at one of our branches or ATMs, or through our online banking or telephone banking service (1-800 ROYAL® 1-1) (bill payments made by pre-authorized charges to the Account that a Cardholder sets up with a merchant will usually be treated as Purchases, not as Cash Advances, and we will not charge interest from the transaction date); and
- When a Cardholder makes Cash-Like Transactions.

If you are uncertain as to whether a particular transaction will be treated as a Cash Advance or as a Purchase, you should contact us.

18. Standard Annual Fees, Grace Period and Interest Rates:

The following provides some guidance with respect to standard non-refundable annual fees, Grace Periods and standard Interest Rates for our Cards. Your annual fee may be different from that shown in this Agreement if the terms and conditions for other banking and related services you have with us provide otherwise. Annual fees are charged on the first day of the month following the Account opening (whether or not the Card is activated) and annually thereafter on the first day of that same month.

	First Card	Each Additional Card		Purchase Interest Rate	Cash Advance Interest Rate
Business Cash Back MasterCard	\$0	\$0	21	19.99%	21.99%
Visa Business Gold*	\$40.00	\$40.00	21	19.99%	21.99%

*We no longer accept applications for this Card.

19. Other Fees:

Cash Advance Fee:

<p>No additional charge for a Cash Advance obtained from one of our ATMs in Canada.</p> <p>\$3.50 for a Cash Advance obtained from any other designated ATM located in Canada or for a Cash-Like Transaction made in Canada.</p> <p>\$5.00 for a Cash Advance obtained from an ATM located outside Canada or for a Cash-Like Transaction made outside Canada.</p>	<p>When a Cardholder obtains the following types of Cash Advances at the standard Interest Rate or at an Introductory Interest Rate, a \$3.50 fee for each transaction will be charged to the Account, unless otherwise stated:</p> <p>(i) cash withdrawals from an Account at one of our branches or ATMs, or at any other financial institution's ATM, in Canada;</p> <p>(ii) bill payments from an Account (that are not pre-authorized charges that a Cardholder sets up with a merchant) or when a Cardholder transfers funds from the Account to another RBC Royal Bank bank account at one of our branches or ATMs, or through our online banking or telephone banking service;</p>
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<p>Foreign Transactions</p>	<p>(iii) when a Cardholder makes Cash-Like Transactions, in Canada.</p> <p>If the cash withdrawal or Cash-Like Transaction occurs outside Canada, a \$5.00 fee will be charged to the Account each time.</p> <p>There is no fee if a Credit Card Cheque is used at the standard Cash Advance Interest Rate or Introductory Interest Rate.</p>
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Promotional Rate Fee: If a Cardholder takes advantage of a Promotional Interest Rate offer during the promotional period by writing a Credit Card Cheque or making a balance transfer through our online banking service or by calling 1-800 ROYAL® 1-2 (1-800-769-2512), a fee representing up to 3% of the Credit Card Cheque or balance transfer amount will be charged to the Account. The exact Promotional Rate Fee will be disclosed at the time the offer is made to you.

Overlimit Fee: If the balance exceeds the Card Credit Limit or Account Credit Limit at any time during the Account Statement period, a \$29.00 fee will be charged to the Account on the day the balance exceeds the Card Credit Limit or Account Credit Limit and on the first day of each subsequent Account Statement period if the balance remains over the limit. A maximum of one Overlimit Fee per Account Statement period is charged.

Dishonoured Payment Fee: If a payment is not processed because a financial institution returns a cheque or refuses a pre-authorized debit, a \$45.00 fee will be charged to the Account on the date the payment reversal is posted. This fee is in addition to any fee charged by your financial institution for insufficient funds in the account.

Additional Account Statement Copy: For an additional copy of an Account Statement, a \$5.00 fee will be charged. For each Account Statement update obtained from one of our branches in Canada or at an ATM that provides Account Statement updates, a \$1.50 fee will be charged.

Transaction Receipt Copy Fee: For a copy of any transaction receipt that relates to a transaction on the current Account Statement, no fee will be charged. Otherwise, a \$2.00 fee for each copy will be charged each time the situation occurs. Receipt copies are not always available for Purchases made using a Card with a PIN.

You must pay all Fees. Fees are charged within three (3) business days from when the transaction is posted. Fees may change, and if they do, we will tell you in advance.

20. Foreign Currency Transactions:

We will bill you in Canadian currency. If a Cardholder uses a Card and/or the Card number outside Canada or charges amounts to the Account in a foreign currency, we will convert the charges into Canadian dollars no later than the date we post the transaction to the Account at our exchange rate which is 2.5% over a benchmark rate set by the payment card network that is in effect and that we pay on the date of the conversion.

We will show the exchange rate for each transaction on the Account Statement. If you are paying interest on the

Account, interest will also be charged on the full value of the foreign transactions, as determined using our exchange rate.

21. RBC Rewards® Program:

If a Card allows Cardholders to earn RBC Rewards points which can be redeemed for merchandise, travel and other rewards, you and the Cardholders acknowledge that you and their participation in the RBC Rewards program is subject to the RBC Rewards Terms and Conditions, which are available for review at www.rbc Rewards.com. The RBC Rewards Terms and Conditions are subject to change without notice. Paper copies are available upon request by calling 1-800 ROYAL® 1-2 (1-800-769-2512).

22. RBC Cash Back Program:

If a Card allows Cardholders to earn back a certain percentage of the total amount of eligible net Purchases charged to the Account annually, as a credit to the Account, you and the Cardholders acknowledge that you and their participation in the program is subject to the RBC Cash Back Terms and Conditions, which are available for review at www.rbc.com/businesscashback. The RBC Cash Back Terms and Conditions are subject to change without notice. Paper copies are available upon request by calling 1-800 ROYAL® 1-2 (1-800-769-2512).

23. Special Offers:

We may make special offers to any Cardholder from time to time including, but not limited to, Introductory Interest Rate and other Promotional Interest Rate offers that temporarily lower the Interest Rate applicable to portions of the Debt, such as certain types of Cash Advances.

We sometimes make Introductory Interest Rate offers that apply to new Accounts only. For example, we could offer a low Introductory Interest Rate for certain transactions for a limited period of time, such as a 3.9% Introductory Interest Rate on all Cash Advances for 9 months.

A Promotional Interest Rate offer is an offer we may periodically make to any Cardholder and that applies to their Card after an Account has been opened. For example, we could offer any Cardholder a low Promotional Interest Rate for certain transactions for a limited period of time, such as a 3.9% Promotional Interest Rate on Credit Card Cheques for 9 months.

If we make any Cardholder a special offer, we will explain its scope and duration and any additional terms that apply to it. If a Cardholder accepts the special offer by using the Credit Card Cheques or otherwise taking advantage of the special offer, both you and the Cardholder will be bound by this Agreement and any additional terms we set out in the offer. When the promotion expires, the special offer terms will end and the terms and conditions of this Agreement will continue to apply, including, but not limited to, those related to the Interest Rate and payments. The Account Statement will set out any Introductory Interest Rate(s) or Promotional Interest Rate(s) that apply to the Cardholder's New Balance, any remaining balances associated with those rates, and when those rates expire. If any expiry date falls on a date for which we do not process Account Statements (for example, weekends and certain holidays), we will continue to provide the Cardholder with the benefit of the Introductory Interest Rate or Promotional Interest Rate until the next statement processing day.

24. Credit Vouchers

If a store or merchant issues a credit voucher or otherwise gives us a refund, we will reduce the balance you owe by the

amount of the refund. However, if interest has been charged as a result of the transaction, we will not refund the interest.

If a Cardholder uses their Card or their Card number for a transaction in a foreign currency, and the merchant gives them a credit voucher or refund, the two transactions (the charge and the credit) will not exactly balance because of the exchange rate and currency fluctuations.

25. Recurring Payments:

You are responsible for any recurring payments Cardholders have authorized merchants to charge to an Account, even after you or we cancel this Agreement. If you wish to discontinue any recurring payment, you must contact the merchant in writing and then check the Account Statement to ensure that the payments have, in fact, stopped. If the payments have not stopped despite your instructions to a merchant, we may be able to help you if you give us a copy of the written request to the merchant.

26. Problems With a Purchase:

We are not responsible for any problem you or the Cardholder has with any Purchase. If you or the Cardholder has a problem with anything purchased using a Card or Card number, you must still pay all Debt as required by this Agreement. You must settle the problem or dispute directly with the store or merchant.

In some circumstances, we may be able to help you resolve disputed transactions. If you wish to discuss a dispute, contact us toll-free during regular business hours at 1-800 ROYAL® 1-2 (1-800-769-2512).

We will not be responsible if a Card is not honoured by a merchant at any time and for any other problem or dispute you or a Cardholder may have with a merchant.

27. Account Statement, Verification and Disputes:

Each month, we will provide an Account Statement. We will not provide an Account Statement if there has been no activity on the Account in that month and no Debt is owing.

We prepare the Account Statement at approximately the same time each month. Unless you have opted and consented to electronic Account Statements, we will send the Account Statement to you, directed to the Applicant's address last provided to us by any of you or the Signing Authority or, in the case of Visa Platinum Avion, Visa Business and Visa Business Gold Accounts, directly to Cardholders at your request. If the date on which we would ordinarily prepare the Account Statement falls on a date for which we do not process statements (for example, weekends and certain holidays), we will prepare the Account Statement on the next statement processing day. The Payment Due Date will be adjusted accordingly.

When available, you may choose to receive the Account Statement and Account Documentation through Electronic Means. In that case, the Account Statement and Account Documentation will only be made available to the Applicant and will not be sent directly to Cardholders.

Each month, you will ensure that you promptly examine the Account Statement and each transaction, Interest Rate, charge and fee recorded in it. You will notify us in writing of any errors, omissions, or objections to an Account Statement, or an entry or balance recorded in it, within thirty (30) days from the Statement Date recorded on that Account Statement.

If you do not notify us as required, we are entitled to treat the Account Statement entries and balances as complete,

correct and binding on you and we will be released from all claims by you in respect of those Account Statement, entries and balances.

We may use scanning and microfilm, electronic or other reproduction of any Purchase or Cash Advance draft or other document evidencing Debt to establish your liability for that Debt. Upon request, we will provide a microfilm, electronic or other reproduction within a reasonable time frame of any Purchase or Cash Advance draft or other document evidencing the Debt. Original records of Purchases may not be available in paper form. Digital and microfilm records are valid to establish the accuracy of our records.

28. Transfer of Rights:

We may, at any time, sell, transfer or assign any or all of our rights under this Agreement. If we do so, we can share information concerning the Account with prospective purchasers, transferees or assignees. In such case, we will ensure that they are bound to respect your privacy rights in the same way that we are.

29. Electronic Communication:

You acknowledge and agree that we may provide Account Statements, this Agreement or Account Documentation through Electronic Means, with your consent. Any documents sent through Electronic Means will be considered "in writing" and to have been signed and delivered by us as though it were an original document. We may rely on and consider any document received through Electronic Means from the Applicant, an Owner or any Signing Authority, as applicable, or which appears to have been received from either one of you as authorized and binding on you, as though it were an original document. In order to communicate with us by Electronic Means, you agree to comply and require each Cardholder to comply with certain security protocols that we may establish from time to time and to take all reasonable steps to prevent unauthorized access to any Account Statement and any other documents exchanged through Electronic Means.

30. Service Administrator:

A Service Administrator is a person you or a Signing Authority designate in the manner we have prescribed for this purpose, as eligible to perform non-financial transactions on an Account on behalf of the Applicant such as, but not limited to, redeeming RBC Rewards points if your Card(s) earns RBC Rewards points under the RBC Rewards program. A Service Administrator is not authorized to perform financial transactions on behalf of the Applicant such as opening an Account, asking for additional Cards on an Account or for an Account Credit Limit increase.

31. Amending this Agreement:

We may change the Interest Rates and Fees for each Account periodically. Except as otherwise set out in this Agreement, we may also change this Agreement at any time. If we do, you will be given at least thirty (30) days prior notice of each change. We will notify you of any change in any one or more of the following ways: by sending you a notice (written or through Electronic Means, with your consent), by adding a notice on your Account Statement, by posting a notice in all of our branches, by displaying a notice at our ATMs or by posting notice on our website. If we send you a written notice, we will direct it to the Applicant's address last appearing on our records. If any Card or Card number is used or any Debt remains unpaid after the effective date of a change, it will mean that you have accepted the amendment made to the Agreement.

The benefits and services we provide to any of you and the Cardholders are subject to terms and conditions, which may be amended by us from time to time, without notice to you or any Cardholder.

32. Limitations on Our Liability:

We try to ensure that your Card and Card number are accepted when presented. However, we will not be liable to you or any Cardholder for damages (including, but not limited to, special, indirect or consequential damages) that may result if, for any reason, a Card or Card number is not accepted or a Cardholder is unable to access the Account.

33. Termination:

a. We or any one of you may terminate this Agreement at any time by giving notice of termination to the other party(ies) in writing. We will direct it to the Applicant's address last appearing on our records. Your notice must be directed to our address appearing on your last Account Statement.

b. If any one of the following events occurs, it will mean you are in default. We may terminate this Agreement immediately and without giving you any notice, if:

- i. any one of you becomes insolvent or bankrupt;
- ii. someone files a petition in bankruptcy against any one of you;
- iii. any one of you makes an unauthorized assignment for the benefit of your creditors;
- iv. any one of you or someone else institutes any proceedings for the dissolution, liquidation or winding up of your affairs;
- v. any one of you or someone else institutes any other type of Insolvency proceeding involving your assets under the Bankruptcy and Insolvency Act or otherwise;
- vi. the Applicant ceases or gives notice of its intention to cease to carry on business or makes or agrees to make a bulk sale of its assets without complying with applicable laws or any one of you commits an act of bankruptcy;
- vii. you fail to pay any Debt or to perform any other obligation to us as required under this Agreement;
- viii. any one of you makes any statement or representation to us that is untrue in any material respect when made; or
- ix. there is, in our opinion, a material adverse change in the financial condition of any one of you.

c. If this Agreement is terminated, you must immediately pay all Debt and ensure that each Cardholder destroys their Card and any unused Credit Card Cheques.

d. If you fail to comply with your obligations to us under this Agreement, you will be liable to us for:

- i. all costs and expenses if we use a collection agency to collect or attempt to collect the Debt;
- ii. all court costs and reasonable legal fees and expenses (on a solicitor-client basis) we incur through any legal process to recover any Debt; and
- iii. all costs and expenses we incur in reclaiming any Card and Credit Card Cheque.

34. Exchange of Information Between You and Us:

Information about a Cardholder's use of their Card or Account, and pertinent information about any reimbursement of Debt received by the Cardholder from the Applicant (or any Owner), Cardholder employment status and location, and any other related Cardholder tracking information may be exchanged between you and us.

35. Liability Waiver Program:

If you have a Visa Platinum Avion, Visa Business or Visa Business Gold Account, the Liability Waiver Program is made available at no cost. You may request us to waive, in accordance with the Liability Waiver Program, your liability for certain unauthorized charges posted to the Account, as set out in this Agreement.

You will abide by the provisions of the Liability Waiver Program as in effect from time to time.

36. Governing Law:

This Agreement shall be interpreted and governed in accordance with the laws of the province or territory in which the Applicant resides (or the laws of the Province of Ontario if the Applicant resides outside Canada) and the applicable laws of Canada. In the event of a dispute, you agree that the courts in the province or territory where the Applicant resides (or the courts in the Province of Ontario if the Applicant resides outside of Canada) shall be competent to hear such dispute and you agree to be bound by any judgment of that court.

37. Complete Agreement, etc.:

This Agreement constitutes the complete agreement between you and us with respect to the Account and Card(s) and related matters. No failure on your part to exercise, and no delay by us in exercising, any right under this Agreement will operate as a waiver thereof; nor will any single or partial exercise by us of any right under this Agreement preclude any other or further exercise thereof, or the exercise of any other right, by us under this Agreement.

38. No Assignment:

Neither the Applicant, nor any Owner, Cardholder or Signing Authority has the right to assign or transfer this Agreement, any Card or Account, to anyone else. If a transfer or assignment takes place, this Agreement will be terminated unless we state, in writing, that it is not terminated.

39. Your Choice of Language:

When you applied for an Account, you indicated whether you wanted us to communicate with you in English or French. We will respect your choice in all our correspondence with you. If you would like a copy of this Agreement in the other language or would otherwise prefer to deal with us in the other language, you will let us know.

40. In Quebec:

You have expressly requested that this Agreement and all related documents, including, but not limited to, notices, be drawn up in the English language. *Vous avez expressément demandé que ce contrat et tout document y afférent, y compris tout avis, soient rédigés en langue anglaise.*

41. How to Contact Us:

If you need help or have questions about the Account, call us toll-free at 1-800 ROYAL® 1-2 (1-800-769-2512) during regular business hours.

42. Additional Access to Account:

We authorize any individual holding a business client card or business client identification number (B.C.I.N.), issued by us in the name of the Applicant, to obtain advances from the Account, to transfer and deposit funds to the Account and to obtain information about the Account and transactions on the Account by using such business client card or B.C.I.N. in accordance with the terms of the agreements governing the use of such business client card or B.C.I.N.

43. Collection, Use and Disclosure of Information:

For purposes of this Section: (i) "Customer" means the Applicant, its Owners and/or its Signing Authorities; and (ii) "Representatives" mean directors, officers, employees, signing authorities, agents, contractors, subcontractors, service providers, consultants, internal or external auditors, legal or other professional advisors.

This Section describes how we collect, use and disclose Customer information in connection with the Account.

I. Collecting Information

We may collect and confirm financial and other information about Customer during the course of our relationship with Customer, including information:

- i. establishing Customer's existence, identity (for example, name, address, phone number, date of birth, etc.) and background;
- ii. related to transactions arising from Customer's relationship with and through us, and from other financial institutions;
- iii. provided on any application for products or services;
- iv. for the provision of products or services; and
- v. about Customer's financial behaviour, including payment history and credit worthiness.

We may obtain this information from any source necessary for the provision of products or services, including from: (i) Customer; (ii) service arrangements made with or through us; (iii) credit reporting agencies; (iv) other financial institutions; (v) registries; and (vi) references provided to us.

Customer acknowledges receipt of notice that from time to time reports about Customer may be obtained by us from credit reporting agencies.

II. Using Information

All information collected by, and provided to us may be used and disclosed for the following purposes:

- i. to verify Customer's identity and investigate its background;
- ii. to open and operate the Account or provide other products and services;
- iii. to understand Customer's financial situation;
- iv. to determine, and make decisions about, the eligibility of Customer or Customer's affiliates for the products and services;
- v. to help us better understand the current and future needs of our clients;
- vi. to communicate to Customer any benefit, feature or other information about products and services;
- vii. to help us better manage our business and our relationship with Customer;
- viii. to operate the payment card network;

- ix. to maintain the accuracy and integrity of information held by a credit reporting agency; and
- x. as required or permitted by law.

For these purposes, we may (i) share the information with other persons, including our Representatives and regulators; (ii) share the information with other financial institutions and persons with whom Customer has financial or other business dealings; and (iii) give credit, financial and other related information to credit reporting agencies who may share it with other persons. In the event information is used or shared in a jurisdiction outside of Canada, the information will be subject to, and may be disclosed in accordance with, the laws of such jurisdiction. At Customer's request, we may give the information to other persons.

We may also use the information and share it with our affiliates to: (i) manage our risks and operations and those of our affiliates; (ii) comply with valid requests for information from regulators, government agencies, public bodies or other entities who have a right to issue such requests; and (iii) let our affiliates know Customer's choices under "Other Uses" below for the sole purpose of honouring Customer's choices.

If we have Customer's social insurance number, it may be used for tax related purposes and shared with appropriate government agencies, and may also be shared with credit reporting agencies for identification purposes.

III. Other Uses

All information collected by, and provided to us may also be used and disclosed for the following purposes:

- i. promoting products and services that may be of interest;
- ii. where not prohibited by law, referring Customer to our affiliates and for our affiliates to promote products and services that may be of interest. Customer acknowledges that as a result of such sharing, we and our affiliates may advise each other of the products or services provided; and
- iii. If Customer deals with our affiliates, we and our affiliates may, where not prohibited by law, consolidate all of the information we have with information any of our affiliates has about Customer in order to manage the business of, and relationships with, us and our affiliates.

For the purposes described in subsections (i) and (ii), we and our affiliates may communicate with Customer through various channels, including mail, telephone, computer or any other electronic channel, using the most recent contact information provided.

Customer may choose not to have this information shared or used for any of these "Other Uses" by contacting us, and Customer will not be refused credit or other services just for this reason.

IV. Online Activity

Online activity information may also be collected in public and secure websites owned or operated by us or on behalf of us or our affiliates, or in any of our advertisements hosted on another person's website, using cookies and other tracking technology, and used with other information about the Customer to assess the effectiveness of online promotions, to gather data about website functionality, to understand its interests and needs, to provide a customized online experience, and to communicate to the Customer information about the products or services. The Customer may choose not to have this information collected or used for the online

personalization purposes described in this Section by contacting us.

V. Contact Us

Customer may obtain access to personal information we have about any of them at any time, including to review its content and accuracy and have it amended as appropriate, except to the extent access may be restricted as permitted or required by law. To request access to personal information or to request that Customer's information not be used for "Other Uses", contact Customer's main branch or call us toll free at 1-800 ROYAL® 1-1 (1-800-789-2511). More information about our privacy policies may be obtained by asking for a copy of the "Financial fraud prevention and privacy protection" brochure, calling the toll free number above or visiting our website at www.rbc.com/privacysecurity/ca/.

VI. Personal Information

The parties will treat all personal information in accordance with applicable laws. From time to time, we may request the Customer to take steps, including the entering into of additional documents, to ensure the protection of personal information and compliance with all applicable laws. The Customer will promptly comply with these requests.

VII. Other Persons

We are not responsible for any loss that occurs as a result of any use, including any unauthorized use, of information by any person, other than us and our Representatives to the extent agreed by us in this Agreement.

VIII. Consents, etc.

The Customer confirms that any necessary consent, approval, or authorization of any person has been obtained for the purposes of collecting, using, and disclosing their

information in accordance with this Agreement and applicable laws.

IX. Additional Consent

The Customer's consents and agreements in this Agreement are in addition to any other consent, authorization, or preference of the Customer regarding the collection, use, disclosure, and retention of information.

X. Our Information

The Customer will use the products and services and our confidential information only for the purposes they are provided by us, and will ensure that our confidential information is not disclosed to any person except: (i) the Customer's Representatives who need to know such confidential information in connection with the products and services, provided that such Representatives are informed of the confidential nature of such confidential information and agree to treat same in accordance with terms substantially the same as in this Agreement; (ii) to the extent legally required, provided that, if not legally prohibited, the Customer will notify us in writing prior to any such disclosure; (iii) in accordance with this Agreement; or (iv) as otherwise agreed in writing by us.

XI. Remedies

In the event of a breach or anticipated breach by a party or its Representatives of the confidentiality obligations under this Agreement, irreparable damages may occur to the other party and the amount of potential damages may be impossible to ascertain. Therefore, a party may, in addition to pursuing any remedies provided by applicable laws, seek to obtain equitable relief, including an injunction or an order of specific performance of the other party's confidentiality obligations under this Agreement.

Signed as of the 21 day of Aug 2015
Month Year

NATIONAL STRUCTURES 2011 INC.
(PRINT) Applicant's legal business name (Name of the sole proprietor, partnership or corporation)

Per: 

Name of Owner: **BRADLEY WILSON**

Title: **VICE PRESIDENT**

Per: 

Name of Owner: **MICHAEL HARRIS**

Title: **PRESIDENT**

Per: _____

Name of Owner: _____

Title: _____

(*I/WE have authority to bind the Applicant.)
(*I/WE agree to be jointly and severally (in Quebec, solidarily) liable with the Applicant and the Owner(s).)

®/™ Trademark(s) of Royal Bank of Canada. RBC and Royal Bank are registered trademarks of Royal Bank of Canada.
* All other trademarks are the property of their respective owners.



RBC Royal Bank®

RBC ROYAL BANK® BUSINESS CREDIT CARD AGREEMENT

This Agreement sets out the terms under which each Cardholder may use their Card, Account and Credit Card Cheques (as such terms are defined below). It replaces all prior RBC Royal Bank® Visa® CreditLine for Small Business™, RBC Royal Bank Business Credit Card (joint and several liability) or RBC® Business Cash Back MasterCard® agreements.

You should read this Agreement carefully as it explains your rights and duties. It also is your promise to pay all Debt owing on an Account.

1. What the Words Mean:

Here are the definitions of some of the words used in this Agreement. The words are in their singular form, but the definitions also apply to the plural forms of the words.

"we", "our" or "us" means Royal Bank of Canada and companies under RBC®;

"you" or "your" means the Applicant and each Owner;

"Account" means an RBC Royal Bank Visa Business Platinum Avion® ("Visa Platinum Avion"), RBC Business Cash Back MasterCard ("Cash Back MasterCard"), RBC Royal Bank Visa CreditLine for Small Business ("CLSB"), RBC Royal Bank Visa Business ("Visa Business") or RBC Royal Bank Visa Business Gold ("Visa Business Gold") account that we have opened for the Applicant. We may add other types of accounts to this list at any time. All Cards we issue to Cardholders under an Account form part of the Account;

"Account Credit Limit" means the maximum amount of Debt that can remain outstanding and unpaid in an Account;

"Account Documentation" means any document relating to an Account we may send to you and/or Cardholders from time to time including, but not limited to, changes to the Agreement or pricing changes, an Insert enclosed with a paper Account Statement or Information provided on an Account Statement, legal and regulatory information that we may be required by law to send you or, with your consent, any marketing offer;

"Account Statement" means the monthly written statement(s) of the Account in either paper or electronic format;

"Agreement" means this agreement and the Liability Waiver Program insurance certificate sent with the Card(s), if applicable. A copy of the certificate is also available at www.rbcroyalbank.com/credit-cards/documentation;

"Applicant" means the business identified in an application for an Account;

"ATM" means an automated teller machine;

"Card" means any credit card issued to a Cardholder on an Account;

"Card Credit Limit" means, for Visa Platinum Avion, Visa Business and Visa Business Gold Accounts only, the maximum amount that can remain outstanding and unpaid on a Card;

"Cardholder" means an individual to whom a Card is issued;

"Cash Advance" means an advance of cash that is charged to an Account through any eligible means including, but not limited to, a cash withdrawal from an Account, use of a Credit Card Cheque, a balance transfer, a Cash-Like Transaction or a bill payment (that is not a pre-authorized charge that you set up with a merchant);

"Cash Advance Interest Rate" means the annual interest rate applicable to Cash Advances made on an Account. The Cash Advance Interest Rate is shown on each Account Statement;

"Cash-Like Transaction" means a transaction that is similar to cash and we treat as a Cash Advance including, but not limited to, a money order, a wire transfer, a traveller's cheque and a gaming transaction (including, but not limited to, betting, off-track betting, race track wagers, casino gaming chips and lottery tickets);

"Credit Card Cheque" means a cheque drawn on an Account. It can only be in the form of a cheque that we provide to you for the Account;

"Debt" means, on any day, the total amount owing to us under this Agreement. The Debt is made up of all amounts charged to an Account including, but not limited to, Purchases, Cash Advances, Credit Card Cheques, interest and Fees;

"Electronic Means" means any communication method permitted by us from time to time including, but not limited to, computer, tablet, telephone, cell phone, smart phone, internet, email, personal digital assistant, facsimile or other method of telecommunication or electronic transmission;

"Fee" means a fee that applies to an Account. Fees are set out in this Agreement and may also be in any other Account Documentation we may send to you and/or Cardholders from time to time;

"Grace Period" means the number of days between the last Statement Date and the Payment Due Date for an Account. For CLSB, there is no Grace Period;

"Interest Rate" means either the Cash Advance Interest Rate or Purchase Interest Rate and Interest Rates means both the Cash Advance Interest Rate and the Purchase Interest Rate;

"Introductory Interest Rate" means a special low Interest Rate that may be offered to Cardholders. Only new Accounts are eligible for an Introductory Interest Rate;

"Liability Waiver Program" means the RBC Royal Bank Business Credit Card Liability Waiver Insurance program for Visa Platinum Avion, Visa Business and Visa Business Gold Accounts only, in force from time to time;

"Minimum Payment" means the amount indicated as such on an Account Statement;

"New Balance" means the amount indicated as such on an Account Statement. The New Balance is made up of all Debt incurred up to the Statement Date;

"Owner" means each individual who signs this Agreement as such, and includes any individual who owns a business as a sole proprietor, or has invested in a business as a partner, shareholder, member, limited partner or beneficial owner, and

who is authorized to act and make financial decisions on behalf of the Applicant including, but not limited to, opening an Account, asking for additional Cards on an Account or asking for an Account Credit Limit increase;

"Payment Due Date" means the date indicated as such on an Account Statement;

"PIN" means the personal identification number used by a Cardholder to access the Account;

"Prime Interest Rate" means the annual rate of interest we announce from time to time and post at our branches and on our website at www.rbcroyalbank.com/rates as a reference rate for determining interest rates on Canadian dollar commercial loans in Canada;

"Promotional Interest Rate" means a special low Interest Rate that may be offered to Cardholders periodically after an Account has been opened;

"Purchase" means a purchase of goods or services (or both) that is charged to an Account. A Purchase may be made with or without the use of a Card;

"Purchase Interest Rate" means the annual interest rate that applies to Purchases made on an Account. The Purchase Interest Rate is shown on each Account Statement;

"Service Administrator" means any individual an Owner or Signing Authority has designated as such;

"Signing Authority" means any individual (who may or may not be an Owner), designated in the way we require the designation to be made, as being authorized to act and make financial decisions on behalf of the Applicant and the Owners including, but not limited to, opening an Account, asking for additional Cards on an Account or asking for an Account Credit Limit increase; and

"Statement Date" means the last date of the Account Statement period for which an Account Statement is produced.

2. General Terms of Agreement:

This Agreement applies to each Card, Account and Credit Card Cheque. It also applies if we send you or the Cardholder a renewal or replacement Card. You agree to all of the terms and conditions set out in this Agreement and the terms and conditions in any amended or replacement agreement relating to the Account. You must give a copy of this Agreement, including any amendments to this Agreement, to each Owner.

If a Cardholder signs, activates, or uses their Card or their Card number, it will mean that each Owner has received and read this Agreement and agrees to and accepts all of its terms.

By accepting this Agreement and using the Card, you have requested the benefits and services provided automatically with the Card. Different types of Cards come with different features. Some of these features are highlighted later in this Agreement. The "Welcome Kit" that Cardholders receive with their Cards outlines the benefits and services which Cardholders can enjoy. We may change any of these features at any time. Third parties will provide some of the benefits and services outlined in your "Welcome Kit". These third parties, and not us, are responsible to you and the Cardholders for the services and benefits offered or provided by them. Optional features are available at an additional cost

to you. If you request any of these optional features, we may send you a separate agreement outlining any additional terms and conditions for the optional features.

You confirm that all information provided to us regarding the Applicant's ownership, control and structure is true, complete and accurate in all respects.

You must promptly give us up-to-date credit and financially-related information about you when we ask for it.

The Section and Sub-Section headings in this Agreement are for ease of reference only. They do not form part of this Agreement.

3. Account Opening/Card Issuance:

a. Visa Platinum Avion, Visa Business and Visa Business Gold Accounts

At your request and subject to our approval, we will open an Account and issue a Card to the Cardholder(s) that you designate.

For any Cardholder who is not responsible to pay the Debt, we will only keep a record of the name of the Cardholder. In this situation, you must obtain and record the name, address, telephone number, and date of birth of each Cardholder. You must keep this information for at least seven (7) years after a Card has been cancelled. If we ask, you will give us this information.

b. CLSB and Cash Back MasterCard Accounts

At your request and subject to our approval, we will open an Account and issue a Card to the Cardholder(s) that you designate. The maximum number of Cardholders for each Account is two (2), and each Cardholder must be an Owner.

4. Card Renewal and Replacement:

A renewal or replacement Card will be issued before the expiration date on the Card. Renewal and replacement Cards will continue to be issued to Cardholders in this way until you tell us to stop.

5. Account and Card Use:

A Card can only be used by the Cardholder in whose name it has been issued. Cardholders can use their Card and/or Card number for any permitted purpose including, but not limited to:

- making Purchases, whether they buy in person, over the phone, using the Internet or by mail order;
- making cash withdrawals at one of our branches, at another financial institution or at an ATM;
- writing cheques using the Credit Card Cheques; and
- taking advantage of a balance transfer offer by transferring all or part of a balance they owe elsewhere to the Account, through our online banking service or by calling 1-800 ROYAL[®] 1-2 (1-800-769-2512).

A Cardholder must not use their Card for any illegal, improper or unlawful purpose. We may refuse to authorize certain types of transactions as we decide including, but not limited to, Internet gambling.

6. Debt Incurred Without a Card:

If a Cardholder incurs Debt using their Card number only, without having presented their Card to a merchant (such as for an internet, mail order or telephone Purchase), the legal effect will be the same as if the Cardholder had used their Card and signed a sales draft or receipt or entered their PIN.

7. If the Card Expires

The Card expires at the end of the month shown on the Card. Cardholders must not use their Card or Card number if their Card has expired or after this Agreement is terminated. If anything is charged to an Account after the Card has expired or this Agreement is terminated, you are still responsible for and must pay the Debt.

8. Lost or Stolen Card:

If a Card is lost or stolen or if any one of you or the Cardholder suspects it is lost or stolen or being used by someone else, you or the Cardholder must tell us immediately.

After we have been told that a Card has been or may have been lost, stolen or misused, we will be able to prevent the use of the Card and Card number. If we suspect unauthorized or fraudulent use of a Card or a Card number, the use of any Card can be blocked or prevented without notice to you.

You will not be liable to us for any Debt resulting from the loss, theft or misuse of a Card that is incurred after the time any one of you or the Cardholder tells us about the loss, theft or misuse of a Card.

Notwithstanding the above, if a Card is lost, stolen or misused, you will be liable to us for:

- i. all amounts owing on the Card, up to a maximum of \$1,000.00, resulting from the loss, theft or misuse of the Card that is incurred before the time any one of you or the Cardholder tells us about that loss, theft or misuse through any one or more transactions on the Card, for which the Card or Card number has been used to complete those transactions; and
- ii. all amounts owing on the Card, resulting from the loss, theft or misuse of the Card that is incurred before the time any one of you or the Cardholder tells us about that loss, theft or misuse through any one or more transactions on the Card, for which the Card and PIN have been used together to complete those transactions.

9. Credit Limits:**a. Visa Platinum Avion, Visa Business and Visa Business Gold Accounts**

If you have more than one Card, we will set an Account Credit Limit representing the total credit limit for all Cards. We may change the Account Credit Limit from time to time, without notice.

The Debt must not exceed the Account Credit Limit. However, we may (but are not required to, even if we have done so before) permit the Debt to exceed the Account Credit Limit.

A Card Credit Limit will be set for each Card. We may change any Card Credit Limit from time to time, without notice.

We will tell you the Card Credit Limit on the documents accompanying each Card when it is issued, and on each Account Statement.

Each Cardholder must observe their Card Credit Limit. The amounts owing on a Card must not exceed the Card Credit Limit. However, we may (but are not required to, even if we have done so before) permit the amounts owing on a Card to

exceed the Card Credit Limit. We may, at any time, refuse to permit the amounts owing on a Card to exceed the Card Credit Limit and require you to pay any balances which exceed the Card Credit Limit.

When the amounts owing on a Card exceed the Card Credit Limit on the Statement Date, an Overlimit Fee will be charged to the Account.

If you consistently make late payments or no payments, we may reduce the Card Credit Limit for a particular Card and/or the Account Credit Limit, without notice.

b. CLSB and Cash Back Accounts

An Account Credit Limit will be set for the Account. We may change the Account Credit Limit from time to time, without notice. We will tell you the Account Credit Limit on the documents accompanying each Card when it is issued, and on each Account Statement.

The Debt must not exceed the Account Credit Limit. However, we may (but are not required to, even if we have done so before) permit the Debt to exceed the Account Credit Limit.

We may, at any time, refuse to permit the Debt to exceed the Account Credit Limit and require you to pay any balances that exceed the Account Credit Limit.

When the Debt exceeds the Account Credit Limit on the Statement Date, an Overlimit Fee will be charged to the Account.

If you consistently make late payments or no payments, we may reduce the Account Credit Limit without notice.

10. Card Cancellation/Revocation or Suspension of Use:

The Applicant may cancel a Card by giving us a notice to cancel the Card. Except as otherwise set out in this Agreement, you will be liable to us for all Debt, resulting from the use of the Card from the time we receive the notice of cancellation until the time the Applicant notifies us that the Card has been destroyed.

If the amounts owing on a Card exceed the Card Credit Limit or the Debt outstanding on an Account exceeds the Account Credit Limit, we may suspend the right to use the Card or the Account, and all services we provided under this Agreement until the excess is paid in full.

We may revoke or suspend a Cardholder's right to use their Card or Card number at any time without notice. A Cardholder must give up their Card to you or to us at your (or our) request.

11. PIN and Other Security Features:

We will provide each Cardholder with a PIN for their Card or tell them how to select it. We will also tell them how to change their PIN. We will treat a PIN as the Cardholder's authorization whenever it is used with a Card. Any transactions done using the Card with the PIN will have the same legal effect as if the Cardholder signed a written direction to us.

Each Cardholder must protect the security of their Card and the Account by keeping their PIN confidential and separate from their Card at all times. Cardholders must select a PIN which cannot be easily guessed. Cardholders must not select a PIN using a combination of their name, date of birth, telephone numbers, address or social insurance numbers. No one but the Cardholder is permitted to know or use the PIN or

any other security codes such as passwords, access codes and Card numbers that may be used or required for Internet or other transactions. Each Cardholder will keep these security codes confidential and separate as well.

If someone uses a Card and PIN or the Card number with any other security code to make unauthorized purchases or otherwise obtain the benefits of the Card or Account, you will not be responsible for those charges provided that (i) you and the Cardholder are able to establish to our reasonable satisfaction that the Cardholder has taken reasonable steps to protect their Card, Account and/or Credit Card Cheque against loss or theft and to safeguard their PIN and other security codes in the manner set out in this Agreement, or as we may otherwise advise Cardholders from time to time, and (ii) you and the Cardholder cooperate fully with our investigation.

You will however remain fully responsible for all Debt incurred in connection with an unauthorized use if a Cardholder voluntarily discloses their PIN or other security code or otherwise contribute to the unauthorized or fraudulent use of a Card or access to the Account, or you or the Cardholder fail(s) to tell us in a reasonable time that a Card or Credit Card Cheque has been lost or stolen or that you believe someone else may know a Cardholder's PIN or other security code.

You are not responsible for unauthorized use of Card(s) or Card number(s) in transactions in which neither a PIN nor a security code is used as the Cardholder verification method.

For the purposes of this protection, "unauthorized use" of a Card or Card number means use by a person, other than the Cardholder, who does not have actual, implied or apparent authority for such use, and from which neither you nor the Cardholder receives any benefit. In addition to what is set out in this Agreement, we may tell Cardholders other steps they must take to safeguard their PIN or security codes.

12. Liability for Debt:

Except as otherwise set out in this Agreement and, for Visa Platinum Avion, Visa Business and Visa Business Gold Accounts only, except as may otherwise be provided under the Liability Waiver Program, the Applicant, together with each Owner, will be jointly and severally (in Quebec, *solidarily*) liable to us for all Debt charged to the Account, no matter how it is incurred or who has incurred it and even though we may send Account Statements to Cardholders and not to any of you. However, we will provide Account Statement(s) or other information about that Debt to any of you at the request of any Owner or Signing Authority. The Applicant, together with each Owner, will also be jointly and severally (in Quebec, *solidarily*) liable to us for everything else you have agreed to with us in this Agreement.

An Owner will continue to be liable for the Debt as long as the Owner's name appears on the Agreement. If there is any change to the ownership or structure of the Applicant including, but not limited to, if an Owner ceases to be an owner, it is your responsibility to notify us as a new Agreement may need to be signed.

We may apply any money the Applicant or an Owner has on deposit with us or any of our affiliates against any Debt you owe us. We can apply the money on deposit against any Debt without notice to you or any of you.

13. Making Payments:

It is your responsibility to ensure that payment on the Account is received by us for credit to the Account by the Payment Due Date shown on each Account Statement.

Even when normal postal service is disrupted, payments must continue to be made on each Account.

Payments can be made on the Account at any time. Payments can be made by mail, at one of our branches, at an ATM that processes such payments, through our telephone, mobile or online banking service or at certain other financial institutions that accept such payments, by registering the Account as a "Bill Payment" for this purpose.

Payments sent to us by mail or made through another financial institution's branch, ATM or online banking service may take several days to reach us. A payment is not credited to the Account and does not automatically adjust the available Card Credit Limit or Account Credit Limit until we have processed the payment. It may take several days to adjust the available Card Credit Limit or Account Credit Limit depending on how payment is made. To ensure that a payment is credited to an Account and automatically adjusts the available Card Credit Limit or Account Credit Limit on the same business day, a payment must be made prior to 6:00pm local time on that business day at one of our branches or our ATMs in Canada or through our telephone, mobile or online banking service.

You can also ask us to process your payments on the Payment Due Date each month as a pre-authorized debit ("PAD") from a deposit account. The account must be with a Canadian financial institution and must be in Canadian dollars.

You may choose to pay the Minimum Payment or your New Balance. If you ask us to automatically process payments as a PAD, you will be bound by the terms and conditions set out in Rule H1 of the Rules of the Canadian Payments Association, as amended from time to time, as well as this Agreement. You also waive any pre-notification requirements that exist where variable payment amounts are being authorized. You may notify us at anytime that you wish to revoke your authorization for a PAD. A PAD may, under certain circumstances, be disputed for up to ninety (90) days. To obtain more information on our rights against you under a PAD, you may contact the financial institution that holds the bank account you have designated for the PAD or review the Rules at www.cdnpay.ca.

You are not permitted to make a payment exceeding a Card Credit Limit unless the amounts owing on the Card at the time of payment is more than the Card Credit Limit. You are not permitted to make a payment exceeding the Account Credit Limit unless the Debt at the time of payment is more than the Account Credit Limit. If you do make a payment of more than the Card Credit Limit or the Account Credit Limit, interest will not be paid on the positive balance. Any positive balance is not considered a deposit account for the purpose of insurance given by Canadian Deposit Insurance Corporation.

14. Payment of Debt:

- a. Except as otherwise set out in this Agreement, you may pay the Debt in respect to each Account in full or in part at any time.

- b. Except as otherwise set out in this Agreement, you must make a Minimum Payment, by the Payment Due Date, equal to the lesser of (i) for all Accounts except CLSB, \$10.00, plus interest, plus Fees or, for CLSB, \$100.00, plus interest, plus Fees, and (ii) your New Balance, in order to keep the Account up to date. Each of these amounts will be shown on the Account Statement. Any past-due amounts will be included in your Minimum Payment amount.
- c. You must also pay any amount that exceeds either the Card Credit Limit or Account Credit Limit immediately, even though we may not yet have sent an Account Statement on which that excess appears.
- d. You must keep the Account up-to-date at all times even if we are delayed in or prevented from sending, for any reason, any one or more Account Statements. You must contact one of our branches or our Cards Customer Service at 1-800 ROYAL® 1-2 (1-800-769-2512) at least once a month during such a delay or interruption to obtain any payment information you do not have and need to know in order for you to comply with your obligations under this Section.
- e. If any payment made by you in respect of the Account is not honoured, or if we must return it to you because it cannot be processed, a "Dishonoured Payment Fee" will be charged and Card privileges may be revoked or suspended.
- f. If the New Balance on a previous Account Statement was paid in full by the Payment Due Date, the Grace Period for the current Account Statement will continue to be the minimum number of days applicable to the Card. If the New Balance on the previous Account Statement was not paid in full by the Payment Due Date, the Grace Period for the current Account Statement will be extended to twenty-five (25) days from the last Statement Date. This section 14(f) does not apply to CLSB, which has no Grace Period.

15. Payment Allocation:

When you make a payment, we will apply the amount up to your Minimum Payment, first to any interest and second to any Fees. We will apply the remainder of any Minimum Payment to your New Balance, generally starting with amounts bearing the lowest Interest Rate before amounts bearing a higher Interest Rate.

If you pay more than your Minimum Payment, we will apply the amount over the Minimum Payment to the remainder of your New Balance. If the different amounts that make up your New Balance are subject to different Interest Rates, we will allocate your excess payment in the same proportion as each amount bears to the remainder of your New Balance. If the same Interest Rate is applicable to both a Cash Advance and a Purchase, we will apply your payment against the Cash Advance and the Purchase in a similar proportionate manner.

If you have paid more than your New Balance, we will apply any payment in excess of the New Balance to amounts that have not yet appeared on your Account Statement in the same manner as set out above.

Credits arising from returns or adjustments are generally first applied to transactions of a similar type, second to any interest and Fees, and the remainder to other Debt owing in the same manner as we apply payments in excess of the Minimum Payment.

16. Interest Rates and Charges:

The current Interest Rates are set out on each Account Statement. They are expressed as annual percentage rates. The standard Interest Rates are shown in the chart outlined in the "Standard Annual Fees, Grace Period and Interest Rates" Section of this Agreement. If you are taking advantage of any special offers, the Interest Rates may be different than those on the chart. The Interest Rates may change from time to time.

a. All Accounts except CLSB

You can avoid interest on both Purchases and Fees by always paying the New Balance in full on or before the Payment Due Date every month. Your New Balance is shown on your Account Statement and is made up of all Purchases, Cash Advances, interest and Fees incurred up to the Statement Date.

If you do not pay your New Balance in full on or before the Payment Due Date, you will lose your interest-free status for Purchases and Fees. If this happens, you must pay Interest on all Purchases and Fees shown on that month's Account Statement as well as interest on all new Purchases and new Fees. Interest is calculated from the transaction date, until the day we process your payment for the total amount you owe. To regain interest-free status on your Purchases and Fees, you must pay your New Balance by the Payment Due Date. Interest on previously billed Purchases and Fees that has accrued since the end of the last Account Statement period to the date payment in full of the New Balance is received, will appear on your next month's Account Statement.

Cash Advances never benefit from an interest-free Grace Period. This means interest is charged from the transaction date.

b. Applicable to CLSB Account only

The Interest Rate(s) in effect for the entire period covered by an Account Statement is calculated by taking our Prime Interest Rate in effect on the first business day of the month in which we prepare your Account Statement and adding the interest rate premium (fixed percentage) applicable to the Account. We will tell you what your interest rate premium is in a document accompanying each Card. Your Interest Rate changes as our Prime Interest Rate changes. We will review the Account and Interest Rates from time to time, and may decrease or increase your interest rate premium at any time. If we change your interest rate premium, we will give you thirty (30) days written notice of the change.

We will charge you interest on the amount of each Purchase, Cash Advance and Fee from (and including) the transaction date recorded for them on the Account Statement, where they appeared for the first time, to the day we receive payment in full of the Debt.

c. Applicable to all Accounts

Fees are treated in the same manner as Purchases for the purpose of charging interest. The transaction date for a Fee is the date that the Fee is posted to the Account.

We do not charge interest on interest.

We calculate Interest daily, however we only add it to the Account monthly. The amount of interest we charge is calculated as follows:

- We add the amount you owe each day, and divide that total by the number of days in the Account Statement period. This is your average daily balance; and
- We multiply the average daily balance by the applicable daily Interest Rate(s) (obtained by taking the annual Interest Rate(s) and dividing by the number of days in the year). We then multiply this value by the total number of days in the Account Statement period to determine the interest we charge you.

If there is more than one applicable Interest Rate, we calculate the amount of interest you owe based on the average daily balances that apply to each Interest Rate.

The Account Statement will show your New Balance, Payment Due Date, transaction and posting dates, and your Interest Rate(s), including any Introductory Interest Rate or Promotional Interest Rate.

17. Cash Advances

Interest is always charged on a Cash Advance from the day the Cash Advance is made. "Cash Advance Fees" or "Promotional Rate Fees" also apply to certain Cash Advances. These fees are set out in the "Other Fees" Section of this Agreement. All of the following types of transactions are treated as Cash Advances:

- When a Cardholder makes a cash withdrawal from the Account at an RBC Royal Bank branch or ATM, or at any other financial institution's branch or ATM;
- When a Cardholder uses a Credit Card Cheque;
- When a Cardholder takes advantage of a balance transfer offer by transferring all or part of a balance they owe elsewhere to the Account, through our online banking service or by calling 1-800 ROYAL® 1-2 (1-800-769-2512);
- When a Cardholder makes bill payments from the Account or transfers funds from the Account to another RBC Royal Bank bank account, at one of our branches or ATMs, or through our online banking or telephone banking service (1-800 ROYAL® 1-1) (bill payments made by pre-authorized charges to the Account that a Cardholder sets up with a merchant will usually be treated as Purchases, not as Cash Advances, and we will not charge interest from the transaction date); and
- When a Cardholder makes Cash-Like transactions.

If you are uncertain as to whether a particular transaction will be treated as a Cash Advance or as a Purchase, you should contact us.

18. Standard Annual Fees, Grace Period and Interest Rates:

The following provides some guidance with respect to standard non-refundable annual fees, Grace Periods and standard Interest Rates for our Cards. Your annual fee may be different from that shown in this Agreement if the terms and conditions for other banking and related services you have with us provide otherwise. Annual fees are charged on the first day of the month following the Account opening (whether or not the Card is activated) and annually thereafter on the first day of that same month.

Credit Card	Non-Refundable Annual Fees		Grace Period (Days)	Interest Rate	
	First Card	Each Additional Card		Purchase Interest Rate	Cash Advance Interest Rate
Visa Greenlight for Small Business	\$0	\$0	0	Prime (0.99% - 3.99%)	Prime (0.99% - 3.99%)
Business Cash Back MasterCard	\$0	\$0	21	19.99%	21.99%
Visa Business	\$12.00	\$12.00	21	19.99%	21.99%
Visa Business Gold*	\$40.00	\$40.00	21	19.99%	21.99%
Visa Business Platinum Avion	\$120.00	\$50.00	21	19.99%	21.99%

*We no longer accept applications for this Card.

19. Other Fees:

Cash Advance Fee:

else	All Accounts (except CIBB)
No additional charge for a Cash Advance obtained from one of our ATMs in Canada.	When a Cardholder obtains the following types of Cash Advances at the standard Interest Rate or at an Introductory Interest Rate, a \$3.50 fee for each transaction will be charged to the Account, unless otherwise stated: (i) cash withdrawals from an Account at one of our branches or ATMs, or at any other financial institution's ATM, in Canada; (ii) bill payments from an Account (that are not pre-authorized charges that a Cardholder sets up with a merchant) or when a Cardholder transfers funds from the Account to another RBC Royal Bank bank account at one of our branches or ATMs, or through our online banking or telephone banking service;
\$3.50 for a Cash Advance obtained from any other designated ATM located in Canada or for a Cash-Like Transaction made in Canada.	
\$5.00 for a Cash Advance obtained from an ATM located outside Canada or for a Cash-Like Transaction made outside Canada.	

All Accounts (except C/SB)	
	<p>(iii) when a Cardholder makes Cash-Like Transactions, in Canada.</p> <p>If the cash withdrawal or Cash-Like Transaction occurs outside Canada, a \$5.00 fee will be charged to the Account each time.</p> <p>There is no fee if a Credit Card Cheque is used at the standard Cash Advance Interest Rate or Introductory Interest Rate.</p>

Promotional Rate Fee: If a Cardholder takes advantage of a Promotional Interest Rate offer during the promotional period by writing a Credit Card Cheque or making a balance transfer through our online banking service or by calling 1-800 ROYAL® 1-2 (1-800-769-2512), a fee representing up to 3% of the Credit Card Cheque or balance transfer amount will be charged to the Account. The exact Promotional Rate Fee will be disclosed at the time the offer is made to you.

Overlimit Fee: If the New Balance shown on your Account Statement exceeds the Card Credit Limit or Account Credit Limit, a \$25.00 fee will be charged to the Account on the Statement Date.

Dishonoured Payment Fee: If a payment is not processed because a financial institution returns a cheque or refuses a pre-authorized debit, a \$40.00 fee will be charged to the Account on the date the payment reversal is posted. This fee is in addition to any fee charged by your financial institution for insufficient funds in the account.

Additional Account Statement Copy: For an additional copy of an Account Statement, a \$5.00 fee will be charged. For each Account Statement update obtained from one of our branches in Canada or at an ATM that provides Account Statement updates, a \$1.50 fee will be charged.

Transaction Receipt Copy Fee: For a copy of any transaction receipt that relates to a transaction on the current Account Statement, no fee will be charged. Otherwise, a \$2.00 fee for each copy will be charged each time the situation occurs. Receipt copies are not always available for Purchases made using a Card with a PIN.

You must pay all Fees. Fees are charged within three (3) business days from when the transaction is posted. Fees may change and if they do, we will tell you in advance.

20. Foreign Currency Transactions:

We will bill you in Canadian currency. If a Cardholder uses a Card and/or the Card number outside Canada or charges amounts to the Account in a foreign currency, we will convert the charges into Canadian dollars no later than the date we post the transaction to the Account at our exchange rate which is 2.5% over a benchmark rate set by the payment card network that is in effect and that we pay on the date of the conversion.

We will show the exchange rate for each transaction on the Account Statement. If you are paying interest on the Account, interest will also be charged on the full value of the foreign transactions, as determined using our exchange rate.

21. RBC Rewards Program:

If a Card allows Cardholders to earn RBC Rewards points which can be redeemed for merchandise, travel and other rewards, you and the Cardholders acknowledge that you and their participation in the RBC Rewards program is subject to the RBC Rewards Terms and Conditions, which are available for review at www.rbc rewards.com. The RBC Rewards Terms and Conditions are subject to change without notice. Paper copies are available upon request, by calling 1-800 ROYAL® 1-2 (1-800-769-2512).

22. RBC Cash Back Program:

If a Card allows Cardholders to earn back a certain percentage of the total amount of eligible net Purchases charged to the Account annually, as a credit to the Account, you and the Cardholders acknowledge that you and their participation in the program is subject to the RBC Cash Back Terms and Conditions, which are available for review at www.rbc.com/businesscashback. The RBC Cash Back Terms and Conditions are subject to change without notice. Paper copies are available upon request, by calling 1-800 ROYAL® 1-2 (1-800-769-2512).

23. Special Offers:

We may make special offers to any Cardholder from time to time including, but not limited to, Introductory Interest Rate and other Promotional Interest Rate offers that temporarily lower the Interest Rate applicable to portions of the Debt, such as certain types of Cash Advances.

We sometimes make Introductory Interest Rate offers that apply to new Accounts only. For example, we could offer a low Introductory Interest Rate for certain transactions for a limited period of time, such as a 3.9% Introductory Interest Rate on all Cash Advances for 9 months.

A Promotional Interest Rate offer is an offer we may periodically make to any Cardholder and that applies to their Card after an Account has been opened. For example, we could offer any Cardholder a low Promotional Interest Rate for certain transactions for a limited period of time, such as a 3.9% Promotional Interest Rate on Credit Card Cheques for 9 months.

If we make any Cardholder a special offer, we will explain its scope and duration and any additional terms that apply to it. If a Cardholder accepts the special offer by using the Credit Card Cheques or otherwise taking advantage of the special offer, both you and the Cardholder will be bound by this Agreement and any additional terms we set out in the offer. When the promotion expires, the special offer terms will end and the terms and conditions of this Agreement will continue to apply, including, but not limited to, those related to the Interest Rate and payments. The Account Statement will set out any Introductory Interest Rate(s) or Promotional Interest Rate(s) that apply to the Cardholder's New Balance, any remaining balances associated with those rates, and when those rates expire. If any expiry date falls on a date for which we do not process Account Statements (for example, weekends and certain holidays), we will continue to provide the Cardholder with the benefit of the Introductory Interest Rate or Promotional Interest Rate until the next statement processing day.

24. Credit Vouchers

If a store or merchant issues a credit voucher or otherwise gives us a refund, we will reduce the balance you owe by the amount of the refund. However, if interest has been charged as a result of the transaction, we will not refund the interest.

If a Cardholder uses their Card or their Card number for a transaction in a foreign currency, and the merchant gives them a credit voucher or refund, the two transactions (the charge and the credit) will not exactly balance because of the exchange rate and currency fluctuations.

25. Recurring Payments:

You are responsible for any recurring payments Cardholders have authorized merchants to charge to an Account, even after you or we cancel this Agreement. If you wish to discontinue any recurring payment, you must contact the merchant in writing and then check the Account Statement to ensure that the payments have, in fact, stopped. If the payments have not stopped despite your instructions to a merchant, we may be able to help you if you give us a copy of the written request to the merchant.

26. Problems With a Purchase:

We are not responsible for any problem you or the Cardholder has with any Purchase. If you or the Cardholder have a problem with anything purchased using a Card or Card number, you must still pay all Debt as required by this Agreement. You must settle the problem or dispute directly with the store or merchant.

In some circumstances, we may be able to help you resolve disputed transactions. If you wish to discuss a dispute, contact us toll-free during regular business hours at 1-800 ROYAL® 1-2 (1-800-769-2512).

We will not be responsible if a Card is not honoured by a merchant at any time and for any other problem or dispute you or a Cardholder may have with a merchant.

27. Account Statement, Verification and Disputes:

Each month, we will provide an Account Statement. We will not provide an Account Statement if there has been no activity on the Account in that month and no Debt is owing.

We prepare the Account Statement at approximately the same time each month. Unless you have opted and consented to electronic Account Statements, we will send the Account Statement to you, directed to the Applicant's address last provided to us by any of you or the Signing Authority or, in the case of Visa Platinum Avion, Visa Business and Visa Business Gold Accounts, directly to Cardholders at your request. If the date on which we would ordinarily prepare the Account Statement falls on a date for which we do not process statements (for example, weekends and certain holidays), we will prepare the Account Statement on the next statement processing day. The Payment Due Date will be adjusted accordingly.

When available, you may choose to receive the Account Statement and Account Documentation through Electronic Means. In that case, the Account Statement and Account Documentation will only be made available to the Applicant and will not be sent directly to Cardholders.

Each month, you will ensure that you promptly examine the Account Statement and each transaction, Interest Rate, charge and fee recorded in it. You will notify us in writing of any errors, omissions, or objections to an Account Statement, or an entry or balance recorded in it, within thirty (30) days from the Statement Date recorded on that Account Statement.

If you do not notify us as required, we are entitled to treat the Account Statement entries and balances as complete, correct and binding on you and we will be released from all claims by you in respect of those Account Statement, entries and balances.

We may use scanning and microfilm, electronic or other reproduction of any Purchase or Cash Advance draft or other document evidencing Debt to establish your liability for that Debt. Upon request, we will provide a microfilm, electronic or other reproduction within a reasonable time frame of any Purchase or Cash Advance draft or other document evidencing the Debt. Original records of Purchases may not be available in paper form. Digital and microfilm records are valid to establish the accuracy of our records.

28. Transfer of Rights:

We may, at any time, sell, transfer or assign any or all of our rights under this Agreement. If we do so, we can share information concerning the Account with prospective purchasers, transferees or assignees. In such case, we will ensure that they are bound to respect your privacy rights in the same way that we are.

29. Electronic Communication:

You acknowledge and agree that we may provide Account Statements, this Agreement or Account Documentation through Electronic Means, with your consent. Any documents sent through Electronic Means will be considered "in writing" and to have been signed and delivered by us as though it were an original document. We may rely on and consider any document received through Electronic Means from the Applicant, an Owner or any Signing Authority, as applicable, or which appears to have been received from either one of you as authorized and binding on you, as though it were an original document. In order to communicate with us by Electronic Means, you agree to comply and require each Cardholder to comply with certain security protocols that we may establish from time to time and to take all reasonable steps to prevent unauthorized access to any Account Statement and any other documents exchanged through Electronic Means.

30. Service Administrator:

A Service Administrator is a person you or a Signing Authority designate in the manner we have prescribed for this purpose, as eligible to perform non-financial transactions on an Account on behalf of the Applicant such as, but not limited to, redeeming RBC Rewards points if your Card(s) earn RBC Rewards points under the RBC Rewards program. A Service Administrator is not authorized to perform financial transactions on behalf of the Applicant such as opening an Account, asking for additional Cards on an Account or for an Account Credit Limit increase.

31. Amending this Agreement:

We may change the Interest Rates and Fees for each Account periodically. Except as otherwise set out in this Agreement, we may also change this Agreement at any time. If we do, you will be given at least thirty (30) days prior notice of each change. We will notify you of any change in any one or more of the following ways: by sending you a notice (written or through Electronic Means, with your consent), by adding a notice on your Account Statement, by posting a notice in all of our branches, by displaying a notice at our ATMs or by posting notice on our website. If we send you a written notice, we will direct it to the Applicant's address last appearing on our records. If any Card or Card number is used or any Debt remains unpaid after the effective date of a change, it will mean that you have accepted the amendment made to the Agreement.

The benefits and services we provide to any of you and the Cardholders are subject to terms and conditions which may be amended by us from time to time, without notice to you or any Cardholder.

32. Limitations on Our Liability:

We try to ensure that your Card and Card number are accepted when presented. However, we will not be liable to you or any Cardholder for damages (including, but not limited to special, indirect or consequential damages) that may result if, for any reason, a Card or Card number is not accepted or a Cardholder is unable to access the Account.

33. Termination:

- a. We or any one of you may terminate this Agreement at any time by giving notice of termination to the other party(ies) in writing. We will direct it to the Applicant's address last appearing on our records. Your notice must be directed to our address appearing on your last Account Statement.
- b. If any one of the following events occurs, it will mean you are in default. We may terminate this Agreement immediately and without giving you any notice, if:
 - i. any one of you becomes insolvent or bankrupt;
 - ii. someone files a petition in bankruptcy against any one of you;
 - iii. any one of you makes an unauthorized assignment for the benefit of your creditors;
 - iv. any one of you or someone else institutes any proceedings for the dissolution, liquidation or winding up of your affairs;
 - v. any one of you or someone else institutes any other type of insolvency proceeding involving your assets under the Bankruptcy and Insolvency Act or otherwise;
 - vi. the Applicant ceases or gives notice of its intention to cease to carry on business or makes or agrees to make a bulk sale of its assets without complying with applicable laws or any one of you commits an act of bankruptcy;
 - vii. you fail to pay any Debt or to perform any other obligation to us as required under this Agreement;
 - viii. any one of you makes any statement or representation to us that is untrue in any material respect when made; or
 - ix. there is, in our opinion, a material adverse change in the financial condition of any one of you.
- c. If this Agreement is terminated, you must immediately pay all Debt and ensure that each Cardholder destroys their Card and any unused Credit Card Cheques.
- d. If you fail to comply with your obligations to us under this Agreement, you will be liable to us for:
 - i. all costs and expenses if we use a collection agency to collect or attempt to collect the Debt;
 - ii. all court costs and reasonable legal fees and expenses (on a solicitor-client basis) we incur through any legal process to recover any Debt, and
 - iii. all costs and expenses we incur in reclaiming any Card and Credit Card Cheque.

34. Exchange of Information Between You and Us:

Information about a Cardholder's use of their Card or Account, and pertinent information about any reimbursement of Debt received by the Cardholder from the Applicant (or any Owner), Cardholder employment status and location, and any other related Cardholder tracking information may be exchanged between you and us.

35. Liability Waiver Program:

If you have a Visa Platinum Avion, Visa Business or Visa Business Gold Account, the Liability Waiver Program is made available at no cost. You may request us to waive, in accordance with the Liability Waiver Program, your liability for certain unauthorized charges posted to the Account, as set out in this Agreement.

You will abide by the provisions of the Liability Waiver Program as in effect from time to time.

36. Governing Law:

This Agreement shall be interpreted and governed in accordance with the laws of the province or territory in which the Applicant resides (or the laws of the Province of Ontario if the Applicant resides outside Canada) and the applicable laws of Canada. In the event of a dispute, you agree that the courts in the province or territory where the Applicant resides (or the courts in the Province of Ontario if the Applicant resides outside of Canada) shall be competent to hear such dispute and you agree to be bound by any judgment of that court.

37. Complete Agreement, etc.:

This Agreement constitutes the complete agreement between you and us with respect to the Account and Card(s) and related matters. No failure on your part to exercise, and no delay by us in exercising, any right under this Agreement will operate as a waiver thereof; nor will any single or partial exercise by us of any right under this Agreement preclude any other or further exercise thereof, or the exercise of any other right, by us under this Agreement.

38. No Assignment:

Neither the Applicant, nor any Owner, Cardholder or Signing Authority has the right to assign or transfer this Agreement, any Card or Account, to anyone else. If a transfer or assignment takes place, this Agreement will be terminated unless we state, in writing, that it is not terminated.

39. Your Choice of Language

When you applied for an Account, you indicated whether you wanted us to communicate with you in English or French. We will respect your choice in all our correspondence with you. If you would like a copy of this Agreement in the other language or would otherwise prefer to deal with us in the other language, you will let us know.

40. In Quebec:

You have expressly requested that this Agreement and all related documents, including, but not limited to, notices, be drawn up in the English language. *Vous avez expressément demandé que ce contrat et tout document y afférent, y compris tout avis, soient rédigés en langue anglaise.*

41. How to Contact Us

If you need help or have questions about the Account, call us toll-free at 1-800 ROYAL® 1-2 (1-800-769-2512) during regular business hours.

42. Additional Access to Account:

We authorize any individual holding a business client card or business client identification number (B.C.I.N.), issued by us in the name of the Applicant, to obtain advances from the Account, to transfer and deposit funds to the Account and to obtain information about the Account and transactions on the Account by using such business client card or B.C.I.N. in accordance with the terms of the agreements governing the use of such business client card or B.C.I.N.

43. Protecting Your Privacy:**a. Collecting Your Personal Information**

We may from time to time collect financial and other information about you such as:

- i. information establishing your identity (for example: name, address, phone number, date of birth, etc.) and your personal background;
- ii. information related to transactions arising from your relationship with and through us, and from other financial institutions;
- iii. information you provide on an application for any of our products and services;
- iv. information for the provision of products and services; and
- v. information about financial behavior such as your payment history and credit worthiness.

We may collect and confirm this information during the course of our relationship. We may obtain this information from a variety of sources, including from you, from service arrangements you make with or through us, from credit reporting agencies and financial institutions, from registries, from references you provide to us and from other sources, as is necessary for the provision of our products and services.

You acknowledge receipt of notice that from time to time reports about you may be obtained by us from credit reporting agencies.

b. Using Your Personal Information

This information may be used from time to time for the following purposes:

- i. to verify your identity and investigate your personal background;
- ii. to open and operate your account(s) and provide you with products and services you may request;
- iii. to better understand your financial situation;
- iv. to determine your eligibility for products and services we offer;
- v. to help us better understand the current and future needs of our clients;
- vi. to communicate to you any benefit, feature and other information about products and services you have with us;
- vii. to help us better manage our business and your relationship with us;
- viii. to operate the payment card network;
- ix. to maintain the accuracy and integrity of information held by a credit reporting agency; and
- x. as required or permitted by law.

For these purposes, we may:

- i. make this information available to our employees, our agents and service providers, who are required to maintain the confidentiality of this information;
- ii. share this information with other financial institutions; and
- iii. give credit, financial and other related information to credit reporting agencies who may share it with others.

In the event our service provider is located outside of Canada, the service provider is bound by, and the information may be disclosed in accordance with, the laws of the jurisdiction in which the service provider is located.

Upon your request, we may give this information to other persons.

We may also use this information and share it with RBC companies (i) to manage our risks and operations and those of RBC companies, (ii) to comply with valid requests for information about you from regulators, government agencies, public bodies or other entities who have a right to issue such requests, and (iii) to let RBC companies know your choices under "Other Uses of Your Personal Information" for the sole purpose of honouring your choices. *If we have your social insurance number, we may use it for tax related purposes if you hold a product generating income and share it with the appropriate government agencies, and we may also share it with credit reporting agencies as an aid to identify you.*

c. Other Uses of Your Personal Information

- i. We may use this information to promote our products and services, and promote products and services of third parties we select, which may be of interest to you. We may communicate with you through various channels, including telephone, computer or mail, using the contact information you have provided.
- ii. We may also, where not prohibited by law, share this information with RBC companies for the purpose of referring you to them or promoting to you products and services which may be of interest to you. We and RBC companies may communicate with you through various channels, including telephone, computer or mail, using the contact information you have provided. You acknowledge that as a result of such sharing they may advise us of those products or services provided.
- iii. If you also deal with RBC companies, we may, where not prohibited by law, consolidate this information with information they have about you to allow us and any of them to manage your relationship with RBC companies and our business.

You understand that we and RBC companies are separate, affiliated corporations. RBC companies include our affiliates which are engaged in the business of providing any one or more of the following services to the public: deposits, loans and other financial services; credit, charge and payment card services; trust and custodial services; securities and brokerage services; and insurance services.

You may choose not to have this information shared or used for any of these "Other Uses" by contacting us as set out below, and in this event, you will not be refused credit or other services just for that reason. We will respect your choices and, as mentioned above, we may share your choices with RBC companies for the sole purpose of honouring your choices regarding "Other Uses of Your Personal Information".

d. Your Right to Access Your Personal Information

You may obtain access to the information we hold about you at any time and review its content and accuracy, and have it amended as appropriate; however, access may be restricted as permitted or required by law. To request access to such information, to ask questions about our privacy policies or to request that the information not be used for any or all of the purposes outlined in "Other Uses of Your Personal Information" you may do so now or at any time in the future by:

- i. contacting your branch; or
- ii. calling us toll-free at 1-800 ROYAL® 1-1 (1-800-769-2511).

e. Our Privacy Policies

You may obtain more information about our privacy policies by asking for a copy of our "Financial fraud prevention and privacy protection" brochure, by calling us at the toll-free number shown above or by visiting our web site at www.rbc.com/privacysecurity/ca/.

Signed as of the 06 day of November, 2014
Month Year

NATIONAL STRUCTURES 2011 INC.
Applicant's legal business name (Name of the sole proprietor, partnership or corporation)

Per: 

Name of Owner: MICHAEL HARRIS

Title: President

Per:  12/05/14

Name of Owner: BRADLEY WILSON

Title: Vice-President

Per:

Name of Owner:

Title:

(*I/WE have authority to bind the Applicant.)
(*I/WE agree to be jointly and severally (in Quebec, solidarily) liable with the Applicant and the Owner(s))

®/™ Trademark(s) of Royal Bank of Canada. RBC and Royal Bank are registered trademarks of Royal Bank of Canada.
‡ All other trademarks are the property of their respective owners.

This is Exhibit "C" referred to in the Affidavit of Jerry C. Tsao sworn by Jerry C. Tsao at the City of Toronto, in the Province of Ontario, before me on December 6, 2021 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

Roxanne Rejeanne Alexina Chapman, a
Commissioner, etc., Province of Ontario, for
Soloway Wright LLP, Barristers and Solicitors.
Expires July 13, 2023.

Royal Bank of Canada
General Security Agreement



SRF: 535844203
 Borrower: NATIONAL STRUCTURES 2011 INC.

65 PRINCESS ST
 2ND FLR
 KINGSTON
 ONTARIO
 K7L 1A6
 CA

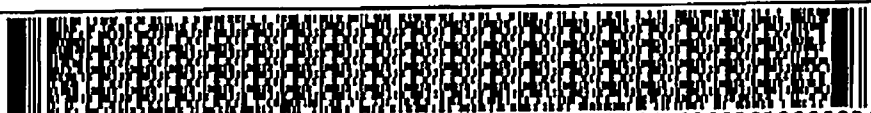
1. SECURITY INTEREST

(a) For value received, the undersigned ("Debtor"), hereby grants to ROYAL BANK OF CANADA ("RBC"), a security interest (the "Security Interest") in the undertaking of Debtor and in all of Debtor's present and after acquired personal property including, without limitation, in all Goods (including all parts, accessories, attachments, special tools, additions and accessions thereto), Chattel Paper, Documents of Title (whether negotiable or not), Instruments, Intangibles, Money and Securities and all other Investment Property now owned or hereafter owned or acquired by or on behalf of Debtor (including such as may be returned to or repossessed by Debtor) and in all proceeds and renewals thereof, accretions thereto and substitutions therefore (hereinafter collectively called "Collateral"), and including, without limitation, all of the following now owned or hereafter owned or acquired by or on behalf of Debtor:

- (i) all Inventory of whatever kind and wherever situate;
- (ii) all equipment (other than Inventory) of whatever kind and wherever situate, including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatsoever nature or kind;
- (iii) all Accounts and book debts and generally all debts, dues, claims, choses in action and demands of every nature and kind howsoever arising or secured including letters of credit and advices of credit, which are now due, owing or accruing or growing due to or owned by or which may hereafter become due, owing or accruing or growing due to or owned by Debtor ("Debts");
- (iv) all lists, records and files relating to Debtor's customers, clients and patients;
- (v) all deeds, documents, writings, papers, books of account and other books relating to or being records of Debts, Chattel Paper or Documents of Title or by which such are or may hereafter be secured, evidenced, acknowledged or made payable;
- (vi) all contractual rights and insurance claims;
- (vii) all patents, industrial designs, trade-marks, trade secrets and know-how including without limitation environmental technology and biotechnology, confidential information, trade-names, goodwill, copyrights, personality rights, plant breeders' rights, integrated circuit topographies, software and all other forms of intellectual and industrial property, and any registrations and applications for registration of any of the foregoing (collectively "Intellectual Property"); and
- (viii) all property described in Schedule "C" or any schedule now or hereafter annexed hereto.

(b) The Security Interest granted hereby shall not extend or apply to and Collateral shall not include the last day of the term of any lease or agreement therefor but upon the enforcement of the Security Interest, Debtor shall stand possessed of such last day in trust to assign the same to any person acquiring such term.

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(c) The terms "Goods", "Chattel Paper", "Document of Title", "Instrument", "Intangible", "Security", "Investment Property", "proceeds", "Inventory", "accession", "Money", "Account", "financing statement" and "financing change statement" whenever used herein shall be interpreted pursuant to their respective meanings when used in The Personal Property Security Act of the province referred to in Clause 14(s), as amended from time to time, which Act, including amendments thereto and any Act substituted therefor and amendments thereto is herein referred to as the "P.P.S.A.". Provided always that the term "Goods" when used herein shall not include "consumer goods" of Debtor as that term is defined in the P.P.S.A., the term "Inventory" when used herein shall include livestock and the young thereof after conception and crops that become such within one year of execution of this Security Agreement and the term "Investment Property", if not defined in the P.P.S.A., shall be interpreted according to its meaning in the Personal Property Security Act (Ontario). Any reference herein to "Collateral" shall, unless the context otherwise requires, be deemed a reference to "Collateral or any part thereof".

2. INDEBTEDNESS SECURED

The Security Interest granted hereby secures payment and performance of any and all obligations, indebtedness and liability of Debtor to RBC (including interest thereon) present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever incurred and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether Debtor be bound alone or with another or others and whether as principal or surety (hereinafter collectively called the "Indebtedness"). If the Security Interest in the Collateral is not sufficient, in the event of default, to satisfy all Indebtedness of the Debtor, the Debtor acknowledges and agrees that Debtor shall continue to be liable for any Indebtedness remaining outstanding and RBC shall be entitled to pursue full payment thereof.

3. REPRESENTATIONS AND WARRANTIES OF DEBTOR

Debtor represents and warrants and so long as this Security Agreement remains in effect shall be deemed to continuously represent and warrant that:

(a) the Collateral is genuine and owned by Debtor free of all security interests, mortgages, liens, claims, charges, licenses, leases, infringements by third parties, encumbrances or other adverse claims or interests (hereinafter collectively called "Encumbrances"), save for the Security Interest and those Encumbrances shown on Schedule "A" or hereafter approved in writing by RBC, prior to their creation or assumption;

(b) all Intellectual Property applications and registrations are valid and in good standing and Debtor is the owner of the applications and registrations;

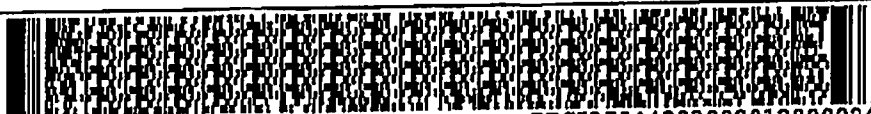
(c) each Debt, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "Account Debtor"), and the amount represented by Debtor to RBC from time to time as owing by each Account Debtor or by all Account Debtors will be the correct amount actually and unconditionally owing by such Account Debtor or Account Debtors, except for normal cash discounts where applicable, and no Account Debtor will have any defence, set off, claim or counterclaim against Debtor which can be asserted against RBC, whether in any proceeding to enforce Collateral or otherwise;

(d) the locations specified in Schedule "B" as to business operations and records are accurate and complete and with respect to Goods (including Inventory) constituting Collateral, the locations specified in Schedule "B" are accurate and complete save for Goods in transit to such locations and Inventory on lease or consignment; and all fixtures or Goods about to become fixtures and all crops and all oil, gas or other minerals to be extracted and all timber to be cut which forms part of the Collateral will be situate at one of such locations; and

(e) the execution, delivery and performance of the obligations under this Security Agreement and the creation of any security interest in or assignment hereunder of Debtor's rights in the Collateral to RBC will not result in a breach of any agreement to which Debtor is a party.

4. COVENANTS OF THE DEBTOR

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So long as this Security Agreement remains in effect Debtor covenants and agrees:

(a) to defend the Collateral against the claims and demands of all other parties claiming the same or an interest therein; to diligently initiate and prosecute legal action against all infringers of Debtor's rights in Intellectual Property; to take all reasonable action to keep the Collateral free from all Encumbrances, except for the Security Interest, licenses which are compulsory under federal or provincial legislation and those shown on Schedule "A" or hereafter approved in writing by RBC, prior to their creation or assumption, and not to sell, exchange, transfer, assign, lease, license or otherwise dispose of Collateral or any interest therein without the prior written consent of RBC; provided always that, until default, Debtor may, in the ordinary course of Debtor's business, sell or lease Inventory and, subject to Clause 7 hereof, use Money available to Debtor;

(b) to notify RBC promptly of:

- (i) any change in the information contained herein or in the Schedules hereto relating to Debtor, Debtor's business or Collateral,
- (ii) the details of any significant acquisition of Collateral,
- (iii) the details of any claims or litigation affecting Debtor or Collateral,
- (iv) any loss or damage to Collateral,
- (v) any default by any Account Debtor in payment or other performance of its obligations with respect to Collateral, and
- (vi) the return to or repossession by Debtor of Collateral;

(c) to keep Collateral in good order, condition and repair and not to use Collateral in violation of the provisions of this Security Agreement or any other agreement relating to Collateral or any policy insuring Collateral or any applicable statute, law, by-law, rule, regulation or ordinance; to keep all agreements, registrations and applications relating to Intellectual Property and intellectual property used by Debtor in its business in good standing and to renew all agreements and registrations as may be necessary or desirable to protect Intellectual Property, unless otherwise agreed in writing by RBC; to 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;

(d) to do, execute, acknowledge and deliver such financing statements, financing change statements and further assignments, transfers, documents, acts, matters and things (including further schedules hereto) as may be reasonably requested by RBC of or with respect to Collateral in order to give effect to these presents and to pay all costs for searches and filings in connection therewith;

(e) to pay all taxes, rates, levies, assessments and other charges of every nature which may be lawfully levied, assessed or imposed against or in respect of Debtor or Collateral as and when the same become due and payable;

(f) to insure collateral in such amounts and against such risks as would customarily be insured by a prudent owner of similar Collateral and in such additional amounts and against such additional risks as RBC may from time to time direct, with loss payable to RBC and Debtor, as insureds, as their respective interests may appear, and to pay all premiums therefor and deliver copies of policies and evidence of renewal to RBC on request;

(g) to prevent Collateral, save Inventory sold or leased as permitted hereby, from being or becoming an accession to other property not covered by this Security Agreement;

(h) to carry on and conduct the business of Debtor in a proper and efficient manner and so as to protect and preserve Collateral and to keep, in accordance with generally accepted accounting principles, consistently applied, proper books of account for Debtor's business as well as accurate and complete records concerning Collateral, and mark any and all such records and Collateral at RBC's request so as to indicate the Security Interest;

(i) to deliver to RBC from time to time promptly upon request:

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- (i) any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to Collateral,
- (ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to Collateral for the purpose of inspecting, auditing or copying the same,
- (iii) all financial statements prepared by or for Debtor regarding Debtor's business,
- (iv) all policies and certificates of insurance relating to Collateral, and
- (v) such information concerning Collateral, the Debtor and Debtor's business and affairs as RBC may reasonably request.

5. USE AND VERIFICATION OF COLLATERAL

Subject to compliance with Debtor's covenants contained herein and Clause 7 hereof, Debtor may, until default, possess, operate, collect, use and enjoy and deal with Collateral in the ordinary course of Debtor's business in any manner not inconsistent with the provisions hereof; provided always that RBC shall have the right at any time and from time to time to verify the existence and state of the Collateral in any manner RBC may consider appropriate and Debtor agrees to furnish all assistance and information and to perform all such acts as RBC may reasonably request in connection therewith and for such purpose to grant to RBC or its agents access to all places where Collateral may be located and to all premises occupied by Debtor.

6. SECURITIES, INVESTMENT PROPERTY

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

7. COLLECTION OF DEBTS

Before or after default under this Security Agreement, RBC may notify all or any Account Debtors of the Security Interest and may also direct such Account Debtors to make all payments on Collateral to RBC. Debtor acknowledges that any payments on or other proceeds of Collateral received by Debtor from Account Debtors, whether before or after notification of this Security Interest to Account Debtors and whether before or after default under this Security Agreement, shall be received and held by Debtor in trust for RBC and shall be turned over to RBC upon request.

8. INCOME FROM AND INTEREST ON COLLATERAL

(a) Until default, Debtor reserves the right to receive any Money constituting income from or interest on Collateral and if RBC receives any such Money prior to default, RBC shall either credit the same against the indebtedness or pay the same promptly to Debtor.

(b) After default, Debtor will not request or receive any Money constituting income from or interest on Collateral and if

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Debtor receives any such Money without any request by it, Debtor will pay the same promptly to RBC.

9. INCREASES, PROFITS, PAYMENTS OR DISTRIBUTIONS

(a) Whether or not default has occurred, Debtor authorizes RBC:

- (i) to receive any increase in or profits on Collateral (other than Money) and to hold the same as part of Collateral. Money so received shall be treated as income for the purposes of Clause 8 hereof and dealt with accordingly;
- (ii) to receive any payment or distribution upon redemption or retirement or upon dissolution and liquidation of the issuer of Collateral; to surrender such Collateral in exchange therefor and to hold any such payment or distribution as part of Collateral.

(b) If Debtor receives any such increase or profits (other than Money) or payments or distributions, Debtor will deliver the same promptly to RBC to be held by RBC as herein provided.

10. DISPOSITION OF MONEY

Subject to any applicable requirements of the P.P.S.A., all Money collected or received by RBC pursuant to or in exercise of any right it possesses with respect to Collateral shall be applied on account of Indebtedness in such manner as RBC deems best or, at the option of RBC, may be held unappropriate in a collateral account or released to Debtor, all without prejudice to the liability of Debtor or the rights of RBC hereunder, and any surplus shall be accounted for as required by law.

11. EVENTS OF DEFAULT

The happening of any of the following events or conditions shall constitute default hereunder which is herein referred to as "default":

(a) the nonpayment when due, whether by acceleration or otherwise, of any principal or interest forming part of Indebtedness or the failure of Debtor to observe or perform any obligation, covenant, term, provision or condition contained in this Security Agreement or any other agreement between Debtor and RBC;

(b) the death of or a declaration of incompetency by a court of competent jurisdiction with respect to Debtor, if an individual;

(c) the bankruptcy or insolvency of Debtor; the filing against Debtor of a petition in bankruptcy; the making of an assignment for the benefit of creditors by Debtor; the appointment of a receiver or trustee for Debtor or for any assets of Debtor or the institution by or against Debtor of any other type of insolvency proceeding under the Bankruptcy and Insolvency Act or otherwise;

(d) the institution by or against Debtor of any formal or informal proceeding for the dissolution or liquidation of, settlement of claims against or winding up of affairs of Debtor;

(e) if any Encumbrance affecting Collateral becomes enforceable against Collateral;

(f) if Debtor ceases or threatens to cease to carry on business or makes or agrees to make a bulk sale of assets without complying with applicable law or commits or threatens to commit an act of bankruptcy;

(g) If any execution, sequestration, extent or other process of any court becomes enforceable against Debtor or if distress or analogous process is levied upon the assets of Debtor or any part thereof;

(h) If any certificate, statement, representation, warranty or audit report heretofore or hereafter furnished by or on behalf of Debtor pursuant to or in connection with this Security Agreement, or otherwise (including, without limitation, the

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representations and warranties contained herein) or as an inducement to RBC to extend any credit to or to enter into this or any other agreement with Debtor, proves to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or proves to have omitted any substantial contingent or unliquidated liability or claim against Debtor; or if upon the date of execution of this Security Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty or audit report, which change shall not have been disclosed to RBC at or prior to the time of such execution.

12. ACCELERATION

RBC, in its sole discretion, may declare all or any part of Indebtedness which is not by its terms payable on demand to be immediately due and payable, without demand or notice of any kind, in the event of default, or if RBC considers itself insecure or that the Collateral is in jeopardy. The provisions of this clause are not intended in any way to affect any rights of RBC with respect to any Indebtedness which may now or hereafter be payable on demand.

13. REMEDIES

(a) Upon default, RBC may appoint or reappoint by instrument in writing, any person or persons, whether an officer or officers or an employee or employees of RBC or not, to be a receiver or receivers (hereinafter called a "Receiver", which term when used herein shall include a receiver and manager) of Collateral (including any interest, income or profits therefrom) and may remove any Receiver so appointed and appoint another in his/her stead. Any such Receiver shall, so far as concerns responsibility for his/her acts, be deemed the agent of Debtor and not RBC, and RBC shall not be in any way responsible for any misconduct, negligence or non-feasance on the part of any such Receiver, his/her servants, agents or employees. Subject to the provisions of the instrument appointing him/her, any such Receiver shall have power to take possession of Collateral, to preserve Collateral or its value, to carry on or concur in selling, leasing, licensing or otherwise disposing of Collateral. To sell, lease, license or otherwise dispose of or concur in selling, leasing, licensing or otherwise disposing of Collateral. To facilitate the foregoing powers, any such Receiver may, to the exclusion of all others, including Debtor, enter upon, use and occupy all premises owned or occupied by Debtor wherein Collateral may be situate, maintain Collateral upon such premises, borrow money on a secured or unsecured basis and use Collateral directly in carrying on Debtor's business or as security for loans or advances to enable the Receiver to carry on Debtor's business or otherwise, as such Receiver shall, in its discretion, determine. Except as may be otherwise directed by RBC, all Money received from time to time by such Receiver in carrying out his/her appointment shall be received in trust for and paid over to RBC. Every such Receiver may, in the discretion of RBC, be vested with all or any of the rights and powers of RBC.

(b) Upon default, RBC may, either directly or through its agents or nominees, exercise any or all of the powers and rights given to a Receiver by virtue of the foregoing sub-clause (a).

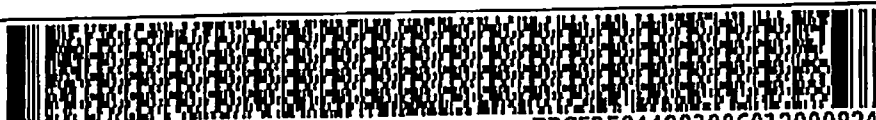
(c) RBC may take possession of, collect, demand, sue on, enforce, recover and receive Collateral and give valid and binding receipts and discharges therefor and in respect thereof and, upon default, RBC may sell, license, lease or otherwise dispose of Collateral in such manner, at such time or times and place or places, for such consideration and upon such terms and conditions as to RBC may seem reasonable.

(d) In addition to those rights granted herein and in any other agreement now or hereafter in effect between Debtor and RBC and in addition to any other rights RBC may have at law or in equity, RBC shall have, both before and after default, all rights and remedies of a secured party under the P.P.S.A. Provided always, that RBC shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease, license or otherwise dispose of Collateral or to institute any proceedings for such purposes. Furthermore, RBC shall have no obligation to take any steps to preserve rights against prior parties to any Instrument or Chattel Paper whether Collateral or proceeds and whether or not in RBC's possession and shall not be liable or accountable for failure to do so.

(e) Debtor acknowledges that RBC or any Receiver appointed by it may take possession of Collateral wherever it may be located and by any method permitted by law and Debtor agrees upon request from RBC or any such Receiver to assemble and deliver possession of Collateral at such place or places as directed.

(f) Debtor agrees to be liable for and to pay all costs, charges and expenses reasonably incurred by RBC or any

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Receiver appointed by it, whether directly or for services rendered (including reasonable solicitors and auditors costs and other legal expenses and Receiver remuneration), in operating Debtor's accounts, in preparing or enforcing this Security Agreement, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting Indebtedness and all such costs, charges and expenses, together with any amounts owing as a result of any borrowing by RBC or any Receiver appointed by it, as permitted hereby, shall be a first charge on the proceeds of realization, collection or disposition of Collateral and shall be secured hereby.

(g) RBC will give Debtor 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 P.P.S.A..

(h) Upon default and receiving written demand from RBC, Debtor shall take such further action as may be necessary to evidence and effect an assignment or licensing of Intellectual Property to whomever RBC directs, including to RBC. Debtor appoints any officer or director or branch manager of RBC upon default to be its attorney in accordance with applicable legislation with full power of substitution and to do on Debtor's behalf anything that is required to assign, license or transfer, and to record any assignment, licence 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.

14. MISCELLANEOUS

(a) Debtor hereby authorizes RBC 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 Collateral or any permitted Encumbrances affecting Collateral or identifying the locations at which Debtor's business is carried on and Collateral and records relating thereto are situate) as RBC 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 and Debtor hereby irrevocably constitutes and appoints the Manager or Acting Manager from time to time of the herein mentioned branch of RBC the true and lawful attorney of Debtor, with full power of substitution, to do any of the foregoing in the name of Debtor whenever and wherever it may be deemed necessary or expedient.

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

(c) Upon Debtor's failure to perform any of its duties hereunder, RBC may, but shall not be obligated to, perform any or all of such duties, and Debtor shall pay to RBC, forthwith upon written demand therefor, an amount equal to the expense incurred by RBC in so doing plus interest thereon from the date such expense is incurred until it is paid at the rate of 15% per annum.

(d) RBC may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with Debtor, debtors of Debtor, sureties and others and with Collateral and other security as RBC may see fit without prejudice to the liability of Debtor or RBC's right to hold and realize the Security Interest. Furthermore, RBC may demand, collect and sue on Collateral in either Debtor's or RBC's name, at RBC's option, and may endorse Debtor's name on any and all cheques, commercial paper, and any other instruments pertaining to or constituting Collateral.

(e) No delay or omission by RBC in exercising any right or remedy hereunder or with respect to any Indebtedness 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 the exercise of any other right or remedy. Furthermore, RBC may remedy any default by Debtor hereunder or with respect to any Indebtedness in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by Debtor. All rights and remedies of RBC granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.

(f) Debtor waives protest of any Instrument constituting Collateral at any time held by RBC on which Debtor is in any way liable and, subject to Clause 13(g) hereof, notice of any other action taken by RBC.

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(g) This Security Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. In any action brought by an assignee of this Security Agreement and the Security Interest or any part thereof to enforce any rights hereunder, Debtor shall not assert against the assignee any claim or defence which Debtor now has or hereafter may have against RBC. If more than one Debtor executes this Security Agreement the obligations of such Debtors hereunder shall be joint and several.

(h) RBC may provide any financial and other information it has about Debtor, 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 any one acting on behalf of the Bank.

(i) Save for any schedules which may be added hereto pursuant to the provisions hereof, no modification, variation or amendment of any provision of this Security Agreement shall be made except by a written agreement, executed by the parties hereto and no waiver of any provision hereof shall be effective unless in writing.

(j) Subject to the requirements of Clauses 13(g) and 14(k) hereof, whenever either party hereto is required or entitled to notify or direct the other or to make a demand or request upon the other, such notice, direction, demand or request shall be in writing and shall be sufficiently given, in the case of RBC, if delivered to it or sent by prepaid registered mail addressed to it at its address herein set forth or as changed pursuant hereto, and, in the case of Debtor, if delivered to it or if sent by prepaid registered mail addressed to it at its last address known to RBC. Either party may notify the other pursuant hereto of any change in such party's principal address to be used for the purposes hereof.

(k) This Security Agreement and the security afforded hereby is in addition to and not in substitution for any other security now or hereafter held by RBC and is intended to be a continuing Security Agreement and shall remain in full force and effect until the Manager or Acting Manager from time to time of the herein mentioned branch of RBC shall actually receive written notice of its discontinuance; and, notwithstanding such notice, shall remain in full force and effect thereafter until all Indebtedness contracted for or created before the receipt of such notice by RBC, and any extensions or renewals thereof (whether made before or after receipt of such notice) together with interest accruing thereon after such notice, shall be paid in full.

(l) The headings used in this Security Agreement are for convenience only and are not to be considered a part of this Security Agreement and do not in any way limit or amplify the terms and provisions of this Security Agreement.

(m) When the context so requires, the singular number shall be read as if the plural were expressed and the provisions hereof shall be read with all grammatical changes necessary dependent upon the person referred to being a male, female, firm or corporation.

(n) In the event any provisions of this Security Agreement, as amended from time to time, shall be deemed invalid or void, in whole or in part, by any Court of competent jurisdiction, the remaining terms and provisions of this Security Agreement shall remain in full force and effect.

(o) Nothing herein contained shall in any way obligate RBC to grant, continue, renew, extend time for payment of or accept anything which constitutes or would constitute Indebtedness.

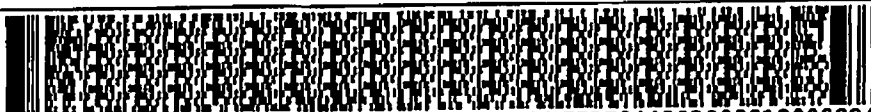
(p) The Security Interest created hereby is intended to attach when this Security Agreement is signed by Debtor and delivered to RBC.

(q) Debtor 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 "Debtor" 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) owned by each of the amalgamating companies and the amalgamated company at the time of amalgamation and to any "Collateral" thereafter owned or acquired by the amalgamated company, and

(ii) shall secure the "Indebtedness" (as that term is herein defined) of each of the amalgamating companies and the amalgamated company to RBC at the time of amalgamation and any "Indebtedness" of the amalgamated company to

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RBC thereafter arising. The Security Interest shall attach to "Collateral" owned by each company amalgamating with Debtor, and by the amalgamated company, at the time of the amalgamation, and shall attach to any "Collateral" thereafter owned or acquired by the amalgamated company when such becomes owned or is acquired.

(r) In the event that Debtor is a body corporate, it is hereby agreed that The Limitation of Civil Rights Act of the Province of Saskatchewan, or any provision thereof, shall have no application to this Security Agreement or any agreement or instrument renewing or extending or collateral to this Security Agreement. In the event that Debtor is an agricultural corporation within the meaning of The Saskatchewan Farm Security Act, Debtor agrees with RBC that all of Part IV (other than Section 46) of that Act shall not apply to Debtor.

(s) This Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the province in which the herein branch of RBC is located, as those laws may from time to time be in effect, except if such branch of RBC is located in Quebec then, this Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

15. COPY OF AGREEMENT

(a) Debtor hereby acknowledges receipt of a copy of this Security Agreement.

(b) Debtor waives Debtor's right to receive a copy of any financing statement or financing change statement registered by RBC or of any verification statement with respect to any financing statement or financing change statement registered by RBC. (Applies in all P.P.S.A. Provinces except Ontario).

16. Debtor represents and warrants that the following information is accurate:

BUSINESS DEBTOR

NAME OF BUSINESS DEBTOR NATIONAL STRUCTURES 2011 INC.			
ADDRESS OF BUSINESS DEBTOR 2139 FISHLAKE RD	CITY DEMORESTVILLE	PROVINCE ONTARIO	POSTAL CODE K0K1W0

IN WITNESS WHEREOF Debtor has executed this Security Agreement this 20 day April 2016

NATIONAL STRUCTURES 2011 INC.

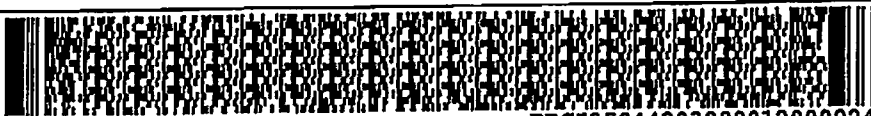


WITNESSES

WITNESSES



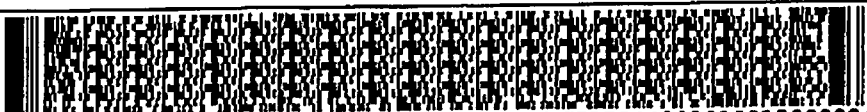
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RBC535844203009012000924

SCHEDULE "A"
(ENCUMBRANCES AFFECTING COLLATERAL)

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SCHEDULE "B"**1. Locations of Debtor's Business Operations**

2139 FISHLAKE RD,
DEMORESTVILLE
ONTARIO
CA
K0K1W0

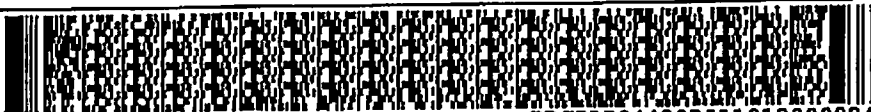
2. Locations of Records relating to Collateral

2139 FISHLAKE RD,
DEMORESTVILLE
ONTARIO
CA
K0K1W0

3. Locations of Collateral

2139 FISHLAKE RD,
DEMORESTVILLE
ONTARIO
CA
K0K1W0

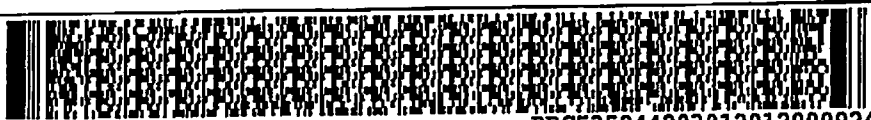
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RBC535844203011012000924

SCHEDULE "C"
(DESCRIPTION OF PROPERTY)

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This is Exhibit "D" referred to in the Affidavit of Jerry C. Tsao sworn by Jerry C. Tsao at the City of Toronto, in the Province of Ontario, before me on December 6, 2021 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

Roxanne Rejeanne Alexina Chapman, a
Commissioner, etc., Province of Ontario, for
Soloway Wright LLP, Barristers and Solicitors.
Expires July 13, 2023.

**SECURITY AGREEMENT
(CHATTEL MORTGAGE FOR OTHER THAN INVENTORY
AND CONSUMER GOODS)**

1. SECURITY INTEREST

(a) For value received the undersigned ("Debtor"), hereby grants to **ROYAL BANK OF CANADA ("RBC")**, a security interest ("Security Interest") in the following:

- the goods of Debtor described in Schedule "C" hereto and in any additional Schedules from time to time added hereto;

and in all proceeds thereof, accretions thereto and substitutions therefor and in all of the following now owned or hereafter owned or acquired by or on behalf of Debtor, namely:

- all lists, records and files relating to Debtor's customers, clients and patients,
- all deeds, documents, writings, papers and books relating to or being records of Goods or their proceeds or by which Goods or their proceeds are or may hereafter be secured, evidenced, acknowledged or made payable including Documents of Title, Chattel Paper, Securities and Instruments; and
- all contractual rights and insurance claims relating to Goods;

all of the foregoing being hereinafter collectively called "Collateral".

(b) Unless otherwise limited herein the terms "Goods", "Chattel Paper", "Document of Title", "Instrument", "Security", "proceeds", "accession", "Money", "financing statement" and "financing change statement" whenever used herein shall be interpreted pursuant to their respective meanings when used in The Personal Property Security Act of the province referred to in section 12(s), as amended from time to time, which Act, including amendments thereto and any Act substituted therefor and amendments thereto is herein referred to as the "P.P.S.A.". Provided always that the term "Goods" when used herein shall not include "consumer goods" or "inventory" of Debtor as those terms are defined in the P.P.S.A. Any reference herein to "Collateral" shall, unless the context otherwise requires, be deemed a reference to "Collateral or any part thereof".

2. INDEBTEDNESS SECURED

The Security Interest granted by Debtor to RBC secures payment and performance of any and all obligations, indebtedness and liability of Debtor to RBC (including interest thereon), present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever incurred and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether Debtor be bound alone or with another or others and whether as principal or surety (hereinafter collectively called the "Indebtedness"). If the Security Interest in the Collateral is not sufficient, in the event of default, to satisfy all Indebtedness of the Debtor, the Debtor acknowledges and agrees that Debtor shall continue to be liable for any Indebtedness remaining outstanding and RBC shall be entitled to pursue full payment thereof.

3. REPRESENTATIONS AND WARRANTIES OF DEBTOR

Debtor represents and warrants and so long as this Security Agreement remains in effect shall be deemed to continuously represent and warrant that:

(a) the Collateral is genuine and owned by Debtor free of all security interests, mortgages, liens, claims, charges or other encumbrances (hereinafter collectively called "Encumbrances") save for the Security Interest and those Encumbrances shown on Schedule "A" or hereafter approved in writing by RBC; prior to their creation or assumption;

(b) Debtor is authorized to enter into this Security Agreement;

(c) each debt, Chattel Paper and Instrument constituting proceeds of Goods is enforceable in accordance with its terms against the party obligated to pay the same (the "Account Debtor"); and

(d) the locations specified in Schedule "B" are accurate and complete save for Goods in transit to such locations.

4. COVENANTS OF DEBTOR

So long as this Security Agreement remains in effect Debtor covenants and agrees:

(a) to defend Collateral against the claims and demands of all other parties claiming the same or an interest therein; to keep Collateral free from all Encumbrances, except for the Security Interest and those shown on Schedule "A" or hereafter approved in writing by RBC prior to their creation or assumption, and not to sell, exchange, transfer, assign, lease or otherwise dispose of Collateral or any interest therein without the prior written consent of RBC and, in any event, to deposit with RBC all Money received from any disposition of Collateral;

(b) to notify RBC promptly of:

- (i) any change in the information contained herein or in the Schedules hereto relating to Debtor, Debtor's business or Collateral,
- (ii) the details or any significant acquisition of Collateral,
- (iii) the details of any claims or litigation affecting Debtor or Collateral,
- (iv) any loss of or damage to Collateral,

- (v) any default by any Account Debtor in payment or other performance of his/her obligations with respect to Collateral; and
- (vi) the return to or repossession by debtor of Collateral;

(c) to keep the Collateral in good order, condition and repair and not to use Collateral in violation of the provisions of this Security Agreement or any other agreement relating to Collateral or any policy insuring Collateral or any applicable statute, law, by-law, rule, regulation or ordinance;

(d) to do, execute, acknowledge and deliver such financing statements, financing change statements and further assignments, transfers, documents, acts, matters and things (including further schedules hereto) as may be reasonably requested by RBC of or with respect to Collateral in order to give effect to these presents and to pay all costs for searches and filings in connection therewith;

(e) to pay all taxes, rates, levies, assessments and other charges of every nature which may be lawfully levied, assessed or imposed against or in respect of Debtor or Collateral as and when the same become due and payable;

(f) to insure collateral in such amounts and against such risks as would customarily be insured by a prudent owner of similar Collateral and in such additional amounts and against such additional risks as RBC may from time to time direct, with loss payable to RBC and Debtor, as insureds, as their respective interests may appear, and to pay all premiums therefor and deliver copies of policies and evidence of renewal to RBC on request;

(g) to prevent Collateral from being or becoming an accession to other property not covered by this Security Agreement

(h) to carry on and conduct the business of Debtor in a proper and efficient manner and so as to protect and preserve the Collateral and to keep, in accordance with generally accepted accounting principles, consistently applied, proper books of account for Debtor's business as well as accurate and complete records concerning Collateral and mark any and all such records and Collateral at RBC's request so as to indicate the Security Interest; and

- (i) to deliver to RBC from time to time promptly upon request:
 - (i) any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to Collateral,
 - (ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to Collateral for the purpose of inspecting, auditing or copying the same,
 - (iii) all financial statements prepared by or for Debtor regarding Debtor's business,
 - (iv) all policies and certificates of insurance relating to Collateral, and
 - (v) such information concerning Collateral, the Debtor and Debtor's business and affairs as RBC may reasonably request.

5. USE AND VERIFICATION OF COLLATERAL

Subject to compliance with Debtor's covenants contained herein and Clause 7 hereof, Debtor may, until default, possess, operate, collect, use and enjoy and deal with Collateral in the ordinary course of Debtor's business in any manner not inconsistent with the provisions hereof; provided always that RBC shall have the right at any time and from time to time to verify the existence and state of the Collateral in any manner RBC may consider appropriate and Debtor agrees to furnish all assistance and information and to perform all such acts as RBC may reasonably request in connection therewith and for such purpose to grant to RBC or its agents access to all places where Collateral may be located and to all premises occupied by Debtor.

6. SECURITIES

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

7. COLLECTION OF DEBTS

Before or after default under this Security Agreement, RBC may notify all or any Account Debtors of the Security Interest and may also direct such Account Debtors to make all payments on Collateral to RBC. Debtor acknowledges that any payments on or other proceeds of Collateral received by Debtor from Account Debtors, whether before or after notification of this Security Interest to Account Debtors and whether before or after default under this Security Agreement, shall be received and held by Debtor in trust for RBC and shall be turned over to RBC upon request.

8. DISPOSITION OF MONEY

Subject to any applicable requirements of the P.P.S.A., all Money collected or received by RBC pursuant to or in exercise of any right it possesses with respect to Collateral shall be applied on account of indebtedness in such manner as RBC deems best or, at the option of RBC, be held unappropriated in a collateral account or released to Debtor, all without prejudice to the liability of Debtor or the rights of RBC hereunder, and any surplus shall be accounted for as required by law.

9. EVENTS OF DEFAULT

The happening of any one of the following events or conditions shall constitute default hereunder which is herein referred to as "default":

(a) the nonpayment when due, whether by acceleration or otherwise, of any principal or interest forming part of Indebtedness or the failure of Debtor to observe or perform any obligation, covenant, term, provision or condition contained in this Security Agreement or any other agreement between Debtor and RBC;

(b) the death of or a declaration of incompetency by a court of competent jurisdiction with respect to Debtor, if an individual;

(c) the bankruptcy or insolvency of Debtor; the filing against Debtor of a petition in bankruptcy; the making of an assignment for the benefit of creditors by Debtor; the appointment of a receiver or trustee for Debtor or for any assets of Debtor; or the institution by or against Debtor of any other type of insolvency proceeding under the Bankruptcy and Insolvency Act or otherwise;

(d) the institution by or against Debtor of any formal or informal proceeding for the dissolution or liquidation of, settlement of claims against or winding up of affairs of Debtor;

(e) if any Encumbrance affecting Collateral becomes enforceable against Collateral;

(f) if Debtor ceases or threatens to cease to carry on business, makes or agrees to make a bulk sale of assets without complying with applicable law or commits or threatens to commit an act of bankruptcy;

(g) if any execution, sequestration, extent or other process of any court becomes enforceable against Debtor or if a distress or analogous process is levied upon the assets of Debtor or any part thereof;

(h) if any certificate, statement, representation, warranty or audit report heretofore or hereafter furnished by or on behalf of Debtor pursuant to or in connection with this Security Agreement, or otherwise (including, without limitation, the representations and warranties contained herein) or as an inducement to RBC to extend any credit to or to enter into this or any other agreement with Debtor, proves to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or proves to have omitted any substantial contingent or unliquidated liability or claim against Debtor; or if upon the date of execution of this Security Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty or audit report, which change shall not have been disclosed to RBC at or prior to the time of such execution.

10. ACCELERATION

RBC, in its sole discretion, may declare all or any part of the Indebtedness which is not by its terms payable on demand to be immediately due and payable, without demand or notice of any kind, in the event of default, or, if RBC, considers itself insecure or that the Collateral is in jeopardy. The provisions of this clause are not intended in any way to affect any rights of RBC with respect to any Indebtedness which may now or hereafter be payable on demand.

11. REMEDIES

(a) Upon default, RBC may appoint or reappoint by instrument in writing, any person or persons, whether an officer or officers or an employee or employees of RBC or not, to be a receiver or receivers (hereinafter called a "Receiver": which term when used herein shall include a receiver and manager) of Collateral and may remove any Receiver so appointed and appoint another in his/her stead. Any such Receiver shall, so far as concerns responsibility for his/her acts, be deemed the agent of Debtor and not RBC, and RBC shall not be in any way responsible for any misconduct, negligence, or non-feasance on the part of any such Receiver, his/her servants, agents or employees. Subject to the provisions of the instrument appointing him/her, any such Receiver shall have power to take possession of Collateral, to preserve Collateral or its value, to carry on or concur in carrying on all or any part of the business of Debtor and to sell, lease or otherwise dispose of or concur in selling, leasing or otherwise disposing of Collateral. To facilitate the foregoing powers, any such Receiver may, to the exclusion of all others, including Debtor, enter upon, use and occupy all premises owned or occupied by Debtor wherein Collateral may be situated, maintain Collateral upon such premises, borrow money on a secured or unsecured basis and use Collateral directly in carrying on Debtor's business or as security for loans or advances to enable the Receiver to carry on Debtor's business or otherwise, as such Receiver shall, in its discretion, determine. Except as may be otherwise directed by RBC, all Money received from time to time by such Receiver in carrying out his/her appointment shall be received in trust for and paid over to RBC. Every such Receiver may, in the discretion of RBC, be vested with all or any of the rights and powers of RBC.

(b) Upon default, RBC may, either directly or through its agents or nominees, exercise any or all of the powers and rights given to a Receiver by virtue of the foregoing sub-clause (a).

(c) RBC may take possession of, collect, demand, sue on, enforce, recover and receive Collateral and give valid and binding receipts and discharges therefor and in respect thereof and, upon default, RBC may sell, lease or otherwise dispose of Collateral in such manner, at such time or times and place or places, for such consideration and upon such terms and conditions as to RBC may seem reasonable.

(d) In addition to those rights granted herein and in any other agreement now or hereafter in effect between Debtor and RBC and in addition to any other rights RBC may have at law or in equity, RBC shall have, both before and after default, all rights and remedies of a secured party under the P.P.S.A. Provided always, that RBC shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease or otherwise dispose of Collateral or to institute any proceedings for such purposes. Furthermore, RBC shall have no obligation to take any steps to preserve rights against prior parties to any Instrument or Chattel Paper, whether Collateral or proceeds and whether or not in RBC's possession and shall not be liable or accountable for failure to do so.

(e) Debtor acknowledges that RBC or any Receiver appointed by it may take possession of Collateral wherever it may be located and by any method permitted by law and Debtor agrees upon request from RBC or any such Receiver to assemble and deliver possession of Collateral at such place or places as directed.

(f) Debtor agrees to be liable for and to pay all costs, charges and expenses reasonably incurred by RBC or any Receiver appointed by it, whether directly or for services rendered (including reasonable solicitors and auditors costs and other legal expenses and Receiver remuneration), in operating Debtor's accounts, in preparing or enforcing this Security Agreement, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting Indebtedness and all such costs, charges and expenses together with any amounts owing as a result of any borrowing by RBC or any Receiver appointed by it, as permitted hereby, shall be a first charge on the proceeds of realization, collection or disposition of Collateral and shall be secured hereby.

(g) RBC will give Debtor 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 P.P.S.A.

12. MISCELLANEOUS

(a) Debtor hereby authorizes RBC 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 Collateral or any permitted Encumbrances affecting Collateral or identifying the locations at which Debtor's business is carried on and Collateral and records relating thereto are situated) as RBC 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 and Debtor hereby irrevocably constitutes and appoints the Manager or Acting Manager from time to time of the herein mentioned branch of RBC the true and lawful attorney of Debtor, with full power of substitution, to do any of the foregoing in the name of Debtor whenever and wherever it may be deemed necessary or expedient.

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

(c) Upon Debtor's failure to perform any of its duties hereunder, RBC may, but shall not be obligated to, perform any or all of such duties, and Debtor shall pay to RBC, forthwith upon written demand therefor, an amount equal to the expenses incurred by RBC in so doing plus interest thereon from the date such expense is incurred until it is paid at the rate of 15% per annum.

(d) RBC may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with Debtor, debtors of Debtor, sureties and others and with Collateral and other security as RBC may see fit without prejudice to the liability of Debtor or RBC's right to hold and realize the Security Interest. Furthermore, RBC may demand, collect and sue on Collateral in either Debtor's or RBC's name, at RBC's option, and may endorse Debtor's name on any and all cheques, commercial paper, and any other instruments pertaining to or constituting Collateral.

(e) No delay or omission by RBC in exercising any right or remedy hereunder or with respect to any Indebtedness 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 the exercise of any other right or remedy. Furthermore, RBC may remedy any default by Debtor hereunder or with respect to any Indebtedness in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by Debtor. All rights and remedies of RBC granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.

(f) Debtor waives protest of any instrument constituting Collateral at any time held by RBC on which Debtor is in any way liable and, subject to Clause 11 (g) hereof, notice of any other action taken by RBC.

(g) This Security Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. In any action brought by an assignee of this Security Agreement and the Security Interest or any part thereof to enforce any rights hereunder, Debtor shall not assert against the assignee any claim of defence which Debtor now has or hereafter may have against RBC. If more than one Debtor executes this Security Agreement the obligations of such Debtors hereunder shall be joint and several.

(h) RBC may provide any financial and other information it has about Debtor, 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 any one acting on behalf of the Bank.

(i) Save for any schedules which may be added hereto pursuant to the provisions hereof, no modification, variation or amendment of any provision of this Security Agreement shall be made except by a written agreement, executed by the parties hereto and no waiver of any provision hereof shall be effective unless in writing.

(j) Subject to the requirements of Clause 11 (g) and 12 (k) hereof, whenever either party hereto is required or entitled to notify or direct the other or to make a demand or request upon the other, such notice, direction, demand or request shall be in writing and shall be sufficiently given, in the case of RBC, if delivered to it or sent by prepaid registered mail addressed to it at its address herein set forth or as changed pursuant hereto and, in the case of Debtor, if delivered to it or if sent by prepaid registered mail addressed to it at its last address known to RBC. Either party may notify the other pursuant hereto of any change in such party's principal address to be used for the purposes hereof.

(k) This Security Agreement and the security afforded hereby is in addition to and not in substitution for any other security now or hereafter held by RBC, and is intended to be a continuing Security Agreement and shall remain in full force and effect until the Manager or Acting Manager from time to time of the herein mentioned branch of RBC shall actually receive written notice of its discontinuance; and notwithstanding such notice, shall remain in full force and effect thereafter until all Indebtedness contracted for or created before the receipt of such notice by RBC, and any extensions or renewals thereof (whether made before or after receipt of such notice) together with interest accruing thereon after such notice, shall be paid in full.

(l) The headings used in this Security Agreement are for convenience only and are not to be considered a part of this Security Agreement and do not in any way limit or amplify the terms and provisions of this Security Agreement.

(m) When the context so requires, the singular number shall be read as if the plural were expressed and the provisions hereof shall be read with all the grammatical changes necessary dependent upon the person referred to being a male, female, firm or corporation.

(n) In the event any provision of this Security Agreement, as amended from time to time, shall be deemed invalid or void, in whole or in part, by any Court of competent jurisdiction, the remaining terms and provisions of this Security Agreement shall remain in full force and effect.

(o) Nothing herein contained shall in any way obligate RBC to grant, continue, renew, extend time for payment of or accept anything which constitutes or would constitute Indebtedness.

(p) The Security Interest created hereby is intended to attach when this Security Agreement is signed by Debtor and delivered to RBC.

(q) Debtor 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 "Debtor" 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) owned by each of the amalgamating companies and the amalgamated company at the time of amalgamation and to any "Collateral" thereafter owned or acquired by the amalgamated company, and (ii) shall secure the "Indebtedness" (as that term is herein defined) of each of the amalgamating companies and the amalgamated company to RBC at the time of amalgamation and any "Indebtedness" of the amalgamated company to RBC thereafter arising. The Security Interest shall attach to "Collateral" owned by each company amalgamating with Debtor, and by the amalgamated company, at the time of amalgamation, and shall attach to any "Collateral" thereafter owned or acquired by the amalgamated company when such becomes owned or is acquired.

(r) In the event that Debtor is a body corporate, it is hereby agreed that The Limitation of Civil Rights Act of the Province of Saskatchewan, or any provision thereof, shall have no application to this Security Agreement or any

agreement or instrument renewing or extending or collateral to this Security Agreement. In the event that Debtor is an agricultural corporation within the meaning of The Saskatchewan Farm Security Act, Debtor agrees with RBC that all of Part IV (other than Section 46) of that Act shall not apply to Debtor.

(e) This Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the province in which the herein branch of RBC is located, as those laws may from time to time be in effect, except if such branch of RBC is located in Quebec then, this Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

13. COPY OF AGREEMENT

(a) Debtor hereby acknowledges receipt of a copy of this Security Agreement.

(b) Debtor waives Debtor's right to receive a copy of any financing statement or financing change statement registered by RBC, or of any verification statement with respect to any financing statement registered by RBC. (Applies in all P.P.S.A. provinces except Ontario)

14. Debtor represents and warrants that the following information is accurate:

INDIVIDUAL DEBTOR

SURNAME (LAST NAME)	FIRST NAME	SECOND NAME	BIRTH DATE YEAR MONTH DAY
ADDRESS OF INDIVIDUAL DEBTOR	CITY	PROVINCE	POSTAL CODE
SURNAME (LAST NAME)	FIRST NAME	SECOND NAME	BIRTH DATE YEAR MONTH DAY
ADDRESS OF INDIVIDUAL DEBTOR IF DIFFERENT FROM ABOVE	CITY	PROVINCE	POSTAL CODE

BUSINESS DEBTOR

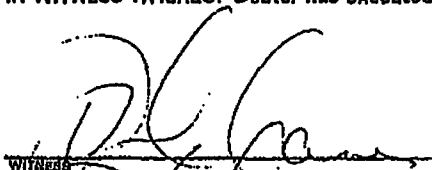

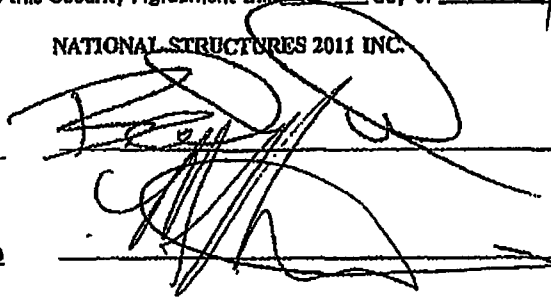
NAME OF BUSINESS DEBTOR NATIONAL STRUCTURES 2011 INC.			
ADDRESS OF BUSINESS DEBTOR 2139 FISHLAKE RD	CITY DEMORESTVILLE	PROVINCE ON	POSTAL CODE K0K1W0

TRADE NAME (IF APPLICABLE)

TRADE NAME OF DEBTOR			
PRINCIPAL ADDRESS (IF DIFFERENT FROM ABOVE)	CITY	PROVINCE	POSTAL CODE

IN WITNESS WHEREOF Debtor has executed this Security Agreement this 21 day of Aug 2015

NATIONAL STRUCTURES 2011 INC.



BRANCH ADDRESS

NORTH FRONT & VALLEYVIEW BR 246 NORTH FRONT ST HELLEVILLE ON K8P 3C2

SCHEDULE "A"

(ENCUMBRANCES AFFECTING COLLATERAL)

SCHEDULE "B"**1. Locations of Debtor's Business Operations**

2139 FISHLAKE RD
DEMORESTVILLE ONTARIO
K0K1W0

2. Locations of Records relating to Collateral (If different from 1. above)**3. Locations of Collateral (If different from 1. above)**

L-PCRM 327 (03/2008)

SCHEDULE "C"
(DESCRIPTION OF GOODS)



2008 MAYCO CONCRETE PUMP serial number 280491
2013 MAYCO CONCRETE PUMP serial number 138821 model LS508

Date SEPT. 16, 2015


client initials

This is Exhibit "E" referred to in the Affidavit of Jerry C. Tsao sworn by Jerry C. Tsao at the City of Toronto, in the Province of Ontario, before me on December 6, 2021 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

**Roxanne Rejeanne Alexina Chapman, a
Commissioner, etc., Province of Ontario, for
Soloway Wright LLP, Barristers and Solicitors.
Expires July 13, 2023.**



Royal Bank of Canada

Guarantee and Postponement of Claim

SRF: 535844203
 Borrower: NATIONAL STRUCTURES 2011 INC.

65 PRINCESS ST
 2ND FLR
 KINGSTON
 ONTARIO
 K7L 1A6
 CA

TO: ROYAL BANK OF CANADA

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee(s) payment on demand to Royal Bank of Canada (hereinafter called the "Bank") of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by NATIONAL STRUCTURES 2011 INC. (hereinafter called the "Customer") to the Bank or remaining unpaid by the Customer to the Bank, heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the Customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the Customer or however otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the Customer be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "Liabilities"); the liability of the undersigned hereunder being limited to the sum of \$860,000.00 together with interest thereon from the date of demand for payment at a rate equal to the Bank's Prime Interest Rate plus 5.00 percent per annum as well after as before default and judgment.

AND THE UNDERSIGNED AND EACH OF THEM (IF MORE THAN ONE) HEREBY JOINTLY AND SEVERALLY AGREE(S) WITH THE BANK AS FOLLOWS:

(1) The Bank may grant time, renewals, extensions, indulgences, releases and discharges to, take securities (which word as used herein includes securities taken by the Bank from the Customer and others, monies which the Customer has on deposit with the Bank, other assets of the Customer held by the Bank in safekeeping or otherwise, and other guarantees) from and give the same and any or all existing securities up to, abstain from taking securities from, or perfecting securities of, cease or refrain from giving credit or making loans or advances to, or change any term or condition applicable to the Liabilities, including without limitation, the rate of interest or maturity date, if any, or introduce new terms and conditions with regard to the Liabilities, or accept compositions from and otherwise deal with, the Customer and others and with all securities as the Bank may see fit, and may apply all moneys at any time received from the Customer or others or from securities upon such part of the Liabilities as the Bank deems best and change any such application in whole or in part from time to time as the Bank may see fit, the whole without in any way limiting or lessening the liability of the undersigned under this guarantee, and no loss of or in respect of any securities received by the Bank from the Customer or others, whether occasioned by the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.

(2) This guarantee shall be a continuing guarantee and shall cover all the Liabilities, and it shall apply to and secure any ultimate balance due or remaining unpaid to the Bank.

(3) The Bank shall not be bound to exhaust its recourse against the Customer or others or any securities it may at any time hold before being entitled to payment from the undersigned of the Liabilities. The undersigned renounce(s) to all benefits of discussion and division.

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(4) The undersigned or any of them may, by notice in writing delivered to the Manager of the branch or agency of the Bank receiving this instrument, with effect from and after the date that is 30 days following the date of receipt by the Bank of such notice, determine their or his/her liability under this guarantee in respect of Liabilities thereafter incurred or arising but not in respect of any Liabilities theretofore incurred or arising even though not then matured, provided, however, that notwithstanding receipt of any such notice the Bank may fulfil any requirements of the Customer based on agreements express or implied made prior to the receipt of such notice and any resulting Liabilities shall be covered by this guarantee; and provided further that in the event of the determination of this guarantee as to one or more of the undersigned it shall remain a continuing guarantee as to the other or others of the undersigned.

(5) All indebtedness and liability, present and future, of the customer to the undersigned or any of them are hereby assigned to the Bank and postponed to the Liabilities, and all moneys received by the undersigned or any of them in respect thereof shall be received in trust for the Bank and forthwith upon receipt shall be paid over to the Bank, the whole without in any way limiting or lessening the liability of the undersigned under the foregoing guarantee; and this assignment and postponement is independent of the said guarantee and shall remain in full effect notwithstanding that the liability of the undersigned or any of them under the said guarantee may be extinct. The term "Liabilities", as previously defined, for purposes of the postponement feature provided by this agreement, and this section in particular, includes any funds advanced or held at the disposal of the Customer under any line(s) of credit.

(6) This guarantee and agreement shall not be affected by the death or loss or diminution of capacity of the undersigned or any of them or by any change in the name of the Customer or in the membership of the Customer's firm through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, or by the acquisition of the Customer's business by a corporation, or by any change whatsoever in the objects, capital structure or constitution of the Customer, or by the Customer's business being amalgamated with a corporation, but shall notwithstanding the happening of any such event continue to apply to all the Liabilities whether theretofore or thereafter incurred or arising and in this instrument the word "Customer" shall include every such firm and corporation.

(7) This guarantee shall not be considered as wholly or partially satisfied by the payment or liquidation at any time or times of any sum or sums of money for the time being due or remaining unpaid to the Bank, and all dividends, compositions, proceeds of security valued and payments received by the Bank from the Customer or from others or from estates shall be regarded for all purposes as payments in gross without any right on the part of the undersigned to claim in reduction of the liability under this guarantee the benefit of any such dividends, compositions, proceeds or payments or any securities held by the Bank or proceeds thereof, and the undersigned shall have no right to be subrogated in any rights of the Bank until the Bank shall have received payment in full of the Liabilities.

(8) All monies, advances, renewals, credits and credit facilities in fact borrowed or obtained from the Bank shall be deemed to form part of the Liabilities, notwithstanding any lack or limitation of status or of power, incapacity or disability of the Customer or of the directors, partners or agents of the Customer, or that the Customer may not be a legal or suable entity, or any irregularity, defect or informality in the borrowing or obtaining of such monies, advances, renewals, credits or credit facilities, or any other reason, similar or not, the whole whether known to the Bank or not. Any sum which may not be recoverable from the undersigned on the footing of a guarantee, whether for the reasons set out in the previous sentence, or for any other reason, similar or not, shall be recoverable from the undersigned and each of them as sole or principal debtor in respect of that sum, and shall be paid to the Bank on demand with interest and accessories.

(9) This guarantee is in addition to and not in substitution for any other guarantee, by whomsoever given, at any time held by the Bank, and any present or future obligation to the Bank incurred or arising otherwise than under a guarantee, of the undersigned or any of them or of any other obligant, whether bound with or apart from the Customer; excepting any guarantee surrendered for cancellation on delivery of this instrument or confirmed in writing by the Bank to be cancelled.

(10) The undersigned and each of them shall be bound by any account settled between the Bank and the Customer, and if no such account has been so settled immediately before demand for payment under this guarantee any account stated by the Bank shall be accepted by the undersigned and each of them as conclusive evidence of the amount which at the date of the account so stated is due by the Customer to the Bank or remains unpaid by the Customer to the Bank.

(11) This guarantee and agreement shall be operative and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank shall

Please do not write in this area



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be conclusive evidence against the undersigned and each of them that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any conditions precedent or subsequent had been complied with, unless at the time of receipt of this instrument by the Bank each signatory thereof obtains from the Manager of the branch or agency of the Bank receiving this instrument a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective.

(12) No suit based on this guarantee shall be instituted until demand for payment has been made, and demand for payment shall be deemed to have been effectually made upon any guarantor if and when an envelope containing such demand, addressed to such guarantor at the address of such guarantor last known to the Bank, is posted, postage prepaid, in the post office, and in the event of the death of any guarantor demand for payment addressed to any of such guarantor's heirs, executors, administrators or legal representatives at the address of the addressee last known to the Bank and posted as aforesaid shall be deemed to have been effectually made upon all of them. Moreover, when demand for payment has been made, the undersigned shall also be liable to the Bank for all legal costs (on a solicitor and own client basis) incurred by or on behalf of the Bank resulting from any action instituted on the basis of this guarantee. All payments hereunder shall be made to the Bank at a branch or agency of the Bank.

(13) This instrument covers all agreements between the parties hereto relative to this guarantee and assignment and postponement, and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein.

(14) This guarantee and agreement shall extend to and enure to the benefit of the Bank and its successors and assigns, an every reference herein to the undersigned or to each of them or to any of them, is a reference to and shall be construed as including the undersigned and the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned or of each of them or of any of them, as the case may be, to and upon all of whom this guarantee and agreement shall extend and be binding.

(15) Prime Interest Rate is the annual rate of interest announced from time to time by Royal Bank of Canada as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada.

(16) This Guarantee and Postponement of Claim shall be governed by and construed in accordance with the laws of the province of ONTARIO ("Jurisdiction"). The undersigned irrevocably submits to the courts of the Jurisdiction in any action or proceeding arising out of or relating to this Guarantee and Postponement of Claim, and irrevocably agrees that all such actions and proceedings may be heard and determined in such courts, and irrevocably waives, to the fullest extent possible, the defense of an inconvenient forum. The undersigned agrees that a judgment or order in any such action or proceeding may be enforced in other jurisdictions in any manner provided by law. Provided, however, that the Bank may serve legal process in any manner permitted by law or may bring an action or proceeding against the undersigned or the property or assets of the undersigned in the courts of any other jurisdiction.

(17) The Undersigned hereby acknowledges receipt of a copy of this agreement.

(Applicable in all P.P.S.A. except Ontario.) (18) The Undersigned hereby waives Undersigned's right to receive a copy of any Financing Statement or Financing Change Statement registered by the Bank.

Please do not write in this area



RBC535844203003004000812

EXECUTED this May 9 2017
(MONTH) (DAY) (YEAR)

IN THE PRESENCE OF

Witness Signature:
B RIVERS

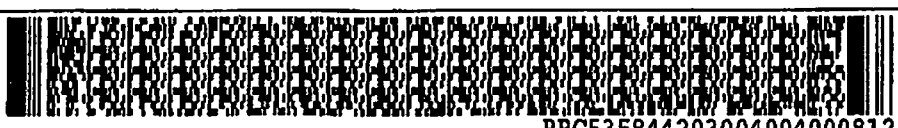
MICHAEL HARRIS

Insert the full name and address of Guarantor (Undersigned above).

Full name and address

MICHAEL HARRIS
64 GOLDEN IRIS CRES
WATERDOWN
ONTARIO
L0R2H8
CA

Please do not write in this area



This is Exhibit "F" referred to in the Affidavit of Jerry C. Tsao sworn by Jerry C. Tsao at the City of Toronto, in the Province of Ontario, before me on December 6, 2021 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

Roxanne Rejeanne Alexdra Chapman, a
Commissioner, etc., Province of Ontario, for
Soloway Wright LLP, Barristers and Solicitors.
Expires July 13, 2023.



Royal Bank of Canada
Guarantee and Postponement of Claim

SRF: 535844203
 Borrower: NATIONAL STRUCTURES 2011 INC.

65 PRINCESS ST
 2ND FLR
 KINGSTON
 ONTARIO
 K7L 1A6
 CA

TO: ROYAL BANK OF CANADA

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee(s) payment on demand to Royal Bank of Canada (hereinafter called the "Bank") of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by **NATIONAL STRUCTURES 2011 INC.** (hereinafter called the "Customer") to the Bank or remaining unpaid by the Customer to the Bank, heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the Customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the Customer or however otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the Customer be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "Liabilities"); the liability of the undersigned hereunder being limited to the sum of **\$860,000.00** together with interest thereon from the date of demand for payment at a rate equal to the Bank's Prime Interest Rate plus 5.00 percent per annum as well after as before default and judgment.

AND THE UNDERSIGNED AND EACH OF THEM (IF MORE THAN ONE) HEREBY JOINTLY AND SEVERALLY AGREE(S) WITH THE BANK AS FOLLOWS:

(1) The Bank may grant time, renewals, extensions, indulgences, releases and discharges to, take securities (which word as used herein includes securities taken by the Bank from the Customer and others, monies which the Customer has on deposit with the Bank, other assets of the Customer held by the Bank in safekeeping or otherwise, and other guarantees) from and give the same and any or all existing securities up to, abstain from taking securities from, or perfecting securities of, cease or refrain from giving credit or making loans or advances to, or change any term or condition applicable to the Liabilities, including without limitation, the rate of interest or maturity date, if any, or introduce new terms and conditions with regard to the Liabilities, or accept compositions from and otherwise deal with, the Customer and others and with all securities as the Bank may see fit, and may apply all moneys at any time received from the Customer or others or from securities upon such part of the Liabilities as the Bank deems best and change any such application in whole or in part from time to time as the Bank may see fit, the whole without in any way limiting or lessening the liability of the undersigned under this guarantee, and no loss of or in respect of any securities received by the Bank from the Customer or others, whether occasioned by the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.

(2) This guarantee shall be a continuing guarantee and shall cover all the Liabilities, and it shall apply to and secure any ultimate balance due or remaining unpaid to the Bank.

(3) The Bank shall not be bound to exhaust its recourse against the Customer or others or any securities it may at any time hold before being entitled to payment from the undersigned of the Liabilities. The undersigned renounce(s) to all benefits of discussion and division.

Please do not write in this area



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(4) The undersigned or any of them may, by notice in writing delivered to the Manager of the branch or agency of the Bank receiving this instrument, with effect from and after the date that is 30 days following the date of receipt by the Bank of such notice, determine their or his/her liability under this guarantee in respect of Liabilities thereafter incurred or arising but not in respect of any Liabilities theretofore incurred or arising even though not then matured, provided, however, that notwithstanding receipt of any such notice the Bank may fulfil any requirements of the Customer based on agreements express or implied made prior to the receipt of such notice and any resulting Liabilities shall be covered by this guarantee; and provided further that in the event of the determination of this guarantee as to one or more of the undersigned it shall remain a continuing guarantee as to the other or others of the undersigned.

(5) All indebtedness and liability, present and future, of the customer to the undersigned or any of them are hereby assigned to the Bank and postponed to the Liabilities, and all moneys received by the undersigned or any of them in respect thereof shall be received in trust for the Bank and forthwith upon receipt shall be paid over to the Bank, the whole without in any way limiting or lessening the liability of the undersigned under the foregoing guarantee; and this assignment and postponement is independent of the said guarantee and shall remain in full effect notwithstanding that the liability of the undersigned or any of them under the said guarantee may be extinct. The term "Liabilities", as previously defined, for purposes of the postponement feature provided by this agreement, and this section in particular, includes any funds advanced or held at the disposal of the Customer under any line(s) of credit.

(6) This guarantee and agreement shall not be affected by the death or loss or diminution of capacity of the undersigned or any of them or by any change in the name of the Customer or in the membership of the Customer's firm through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, or by the acquisition of the Customer's business by a corporation, or by any change whatsoever in the objects, capital structure or constitution of the Customer, or by the Customer's business being amalgamated with a corporation, but shall notwithstanding the happening of any such event continue to apply to all the Liabilities whether theretofore or thereafter incurred or arising and in this instrument the word "Customer" shall include every such firm and corporation.

(7) This guarantee shall not be considered as wholly or partially satisfied by the payment or liquidation at any time or times of any sum or sums of money for the time being due or remaining unpaid to the Bank, and all dividends, compositions, proceeds of security valued and payments received by the Bank from the Customer or from others or from estates shall be regarded for all purposes as payments in gross without any right on the part of the undersigned to claim in reduction of the liability under this guarantee the benefit of any such dividends, compositions, proceeds or payments or any securities held by the Bank or proceeds thereof, and the undersigned shall have no right to be subrogated in any rights of the Bank until the Bank shall have received payment in full of the Liabilities.

(8) All monies, advances, renewals, credits and credit facilities in fact borrowed or obtained from the Bank shall be deemed to form part of the Liabilities, notwithstanding any lack or limitation of status or of power, incapacity or disability of the Customer or of the directors, partners or agents of the Customer, or that the Customer may not be a legal or suable entity, or any irregularity, defect or informality in the borrowing or obtaining of such monies, advances, renewals, credits or credit facilities, or any other reason, similar or not, the whole whether known to the Bank or not. Any sum which may not be recoverable from the undersigned on the footing of a guarantee, whether for the reasons set out in the previous sentence, or for any other reason, similar or not, shall be recoverable from the undersigned and each of them as sole or principal debtor in respect of that sum, and shall be paid to the Bank on demand with interest and accessories.

(9) This guarantee is in addition to and not in substitution for any other guarantee, by whomsoever given, at any time held by the Bank, and any present or future obligation to the Bank incurred or arising otherwise than under a guarantee, of the undersigned or any of them or of any other obligant, whether bound with or apart from the Customer; excepting any guarantee surrendered for cancellation on delivery of this instrument or confirmed in writing by the Bank to be cancelled.

(10) The undersigned and each of them shall be bound by any account settled between the Bank and the Customer, and if no such account has been so settled immediately before demand for payment under this guarantee any account stated by the Bank shall be accepted by the undersigned and each of them as conclusive evidence of the amount which at the date of the account so stated is due by the Customer to the Bank or remains unpaid by the Customer to the Bank.

(11) This guarantee and agreement shall be operative and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank shall

Please do not write in this area



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be conclusive evidence against the undersigned and each of them that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any conditions precedent or subsequent had been complied with, unless at the time of receipt of this instrument by the Bank each signatory thereof obtains from the Manager of the branch or agency of the Bank receiving this instrument a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective.

(12) No suit based on this guarantee shall be instituted until demand for payment has been made, and demand for payment shall be deemed to have been effectually made upon any guarantor if and when an envelope containing such demand, addressed to such guarantor at the address of such guarantor last known to the Bank, is posted, postage prepaid, in the post office, and in the event of the death of any guarantor demand for payment addressed to any of such guarantor's heirs, executors, administrators or legal representatives at the address of the addressee last known to the Bank and posted as aforesaid shall be deemed to have been effectually made upon all of them. Moreover, when demand for payment has been made, the undersigned shall also be liable to the Bank for all legal costs (on a solicitor and own client basis) incurred by or on behalf of the Bank resulting from any action instituted on the basis of this guarantee. All payments hereunder shall be made to the Bank at a branch or agency of the Bank.

(13) This instrument covers all agreements between the parties hereto relative to this guarantee and assignment and postponement, and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein.

(14) This guarantee and agreement shall extend to and enure to the benefit of the Bank and its successors and assigns, an every reference herein to the undersigned or to each of them or to any of them, is a reference to and shall be construed as including the undersigned and the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned or of each of them or of any of them, as the case may be, to and upon all of whom this guarantee and agreement shall extend and be binding.

(15) Prime Interest Rate is the annual rate of interest announced from time to time by Royal Bank of Canada as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada.

(16) This Guarantee and Postponement of Claim shall be governed by and construed in accordance with the laws of the province of ONTARIO ("Jurisdiction"). The undersigned irrevocably submits to the courts of the Jurisdiction in any action or proceeding arising out of or relating to this Guarantee and Postponement of Claim, and irrevocably agrees that all such actions and proceedings may be heard and determined in such courts, and irrevocably waives, to the fullest extent possible, the defense of an inconvenient forum. The undersigned agrees that a judgment or order in any such action or proceeding may be enforced in other jurisdictions in any manner provided by law. Provided, however, that the Bank may serve legal process in any manner permitted by law or may bring an action or proceeding against the undersigned or the property or assets of the undersigned in the courts of any other jurisdiction.

(17) The Undersigned hereby acknowledges receipt of a copy of this agreement.

(18) The Undersigned hereby waives Undersigned's right to receive a copy of any Financing Statement or Financing Change Statement registered by the Bank.

(Applicable in all P.P.S.A. except Ontario.)

Please do not write in this area



RBC535844203003004000812

EXECUTED this May 9 2017
(MONTH) (DAY) (YEAR)

IN THE PRESENCE OF
[Signature]

[Signature]
BRADLEY WILSON

Witness Signature:
BRIEVERS
Name:

Insert the full name and address of Guarantor (Undersigned above).

Full name and address

BRADLEY WILSON
2139 FISH LAKE ROAD
DEMORESTVILLE
ONTARIO
K0K1W0
CA

Please do not write in this area



RBC535844203004004000812

This is Exhibit "G" referred to in the Affidavit of Jerry C. Tsao sworn by Jerry C. Tsao at the City of Toronto, in the Province of Ontario, before me on December 16, 2021 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Roxanne Rejeanne Alexina Chapman

Commissioner for Taking Affidavits (or as may be)

Roxanne Rejeanne Alexina Chapman, a
Commissioner, etc., Province of Ontario, for
Soloway Wright LLP, Barristers and Solicitors.
Expires July 13, 2023.

**PERSONAL PROPERTY
SECURITY REGISTRATION
SYSTEM (ONTARIO)
ENQUIRY RESULTS**



*A Service Provider under Contract
with the Ministry of Government
Services*

Prepared for : Soloway, Wright
Reference : 50028-1114 (AD/rc 92)
Docket : 50028-1114 (AD/rc 92)
Search ID : 842247
Date Processed : 30 Nov 2021
Report Type : PPSA Electronic Response
Search Conducted on : NATIONAL STRUCTURES 2011 INC.
Search Type : Business Debtor

DISCLAIMER :

This report has been generated using data provided by the Personal Property Registration System, Ministry of Government Services, Government of Ontario. No liability is undertaken regarding its correctness, completeness, or the interpretation and use that are made of it.

RUN NUMBER : 334
RUN DATE : 2021/11/30
ID : 20211130092257.39

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 1

THIS SEARCH DOES NOT CONSTITUTE A CERTIFICATE PURSUANT TO SECTIONS 43 AND 44 OF THE PPSA. A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NATIONAL STRUCTURES 2011 INC.
FILE CURRENCY : 29NOV 2021

ENQUIRY NUMBER 20211130092257.39 CONTAINS 90 PAGE(S), 34 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

SOLOWAY, WRIGHT
700-427 LAURIER AVENUE WEST
OTTAWA ON K1R 7Y2

CONTINUED... 2

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 2

RUN NUMBER : 334
RUN DATE : 2021/11/30
ID : 20211130092257.39

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NATIONAL STRUCTURES 2011 INC.
FILE CURRENCY : 29NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 778089177

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 001 2 20211109 1623 1590 3748 P PPSA 5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME NATIONAL STRUCTURES 2011 INC.

ONTARIO CORPORATION NO.

04 ADDRESS 15 KELLWOOD CRESCENT NAPANEE ON K7R 4A1

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR 08AUG1983 MICHAEL C HARRIS

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS 64 GOLDEN IRIS CRESCENT WATERDOWN ON L0R 2H8

08 SECURED PARTY / INTACT INSURANCE COMPANY
LIEN CLAIMANT

09 ADDRESS 700 UNIVERSITY AVENUE TORONTO ON M5G 0A1

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 X X X X X

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING BORDEN LADNER GERVAIS LLP (R. SHABAN)

AGENT

17 ADDRESS 22 ADELAIDE STREET WEST TORONTO ON M5H 4E3

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 3

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

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RUN NUMBER : 334
RUN DATE : 2021/11/30
ID : 20211130092257.39
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NATIONAL STRUCTURES 2011 INC.
FILE CURRENCY : 29NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

778089177

CAUTION FILING PAGE NO. OF FILING TOTAL OF PAGES MOTOR VEHICLE SCHEDULE REGISTRATION NUMBER REGISTERED UNDER REGISTRATION PERIOD

01 002 2 20211109 1623 1590 3748

02 DEBTOR DATE OF BIRTH 14FEB1973 FIRST GIVEN NAME BRADLEY INITIAL J SURNAME WILSON

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.
ON KOK 1W0

04 DEBTOR ADDRESS 2139 FISH LAKE ROAD DEMORESTVILLE DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 SECURED PARTY / LIEN CLAIMANT ADDRESS

08 COLLATERAL CLASSIFICATION ADDRESS

CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER MOTOR VEHICLE INCLUDED AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE

10 YEAR MAKE MODEL V.I.N.

11 MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION REGISTERING AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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PROVINCE OF ONTARIO
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RUN NUMBER : 334
RUN DATE : 2021/11/30
ID : 20211130092257.39

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NATIONAL STRUCTURES 2011 INC.
FILE CURRENCY : 29NOV 2021
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
777982185

01 CAUTION FILING PAGE NO. OF TOTAL PAGES MOTOR VEHICLE SCHEDULE REGISTRATION NUMBER REGISTERED UNDER PERIOD
001 1 20211105 0947 1092 6820 P PPSA 05

02 DEBTOR NAME BUSINESS NAME NATIONAL STRUCTURES 2011 INC.
03 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME NAPANEE ON K7R 4A1
04 ADDRESS 15 KELLWOOD CRESCENT

05 DEBTOR NAME BUSINESS NAME NATIONAL STRUCTURES 2011 INC.
06 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME NAPANEE ON K7R 4A1
07 ADDRESS 15 KELLWOOD CRESCENT

08 SECURED PARTY / LIEN CLAIMANT MICHAEL HARRIS ALSO KNOWN AS MIKE HARRIS
09 ADDRESS C/O 15 KELLWOOD CRESCENT NAPANEE ON K7R 4A1

10 COLLATERAL CLASSIFICATION
CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER MOTOR VEHICLE INCLUDED AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE
X X X X V.I.N.

11 MOTOR VEHICLE GENERAL DESCRIPTION REGISTERING AGENT
12 PURSUANT TO A SECURITY AGREEMENT DATED NOVEMBER 4, 2021
13 LIPMAN ZENER WAXMAN PC - ATTN JASON SPETTER
14 ADDRESS 100 SHEPPARD AVENUE EAST, SUITE 850 TORONTO ON M2N 6N5
15 *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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PROVINCE OF ONTARIO
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ID : 20211130092257.39

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NATIONAL STRUCTURES 2011 INC.
FILE CURRENCY : 29NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 777998025

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 001 1 20211105 1448 1092 6821 P PPSA 05

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME NATIONAL STRUCTURES 2011 INC.

ONTARIO CORPORATION NO.

04 ADDRESS 15 KELLWOOD CRESCENT NAPANEE

ON K7R 4A1

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / BRADLEY WILSON ALSO KNOWN AS BRAD WILSON
LIEN CLAIMANT

09 ADDRESS C/O 15 KELLWOOD CRESCENT NAPANEE

ON K7R 4A1

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 X X X X X

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL PURSUANT TO A SECURITY AGREEMENT DATED NOVEMBER 4, 2021

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING LIPMAN ZENER WAXMAN PC - ATTN JASON SPETTER

AGENT

17 ADDRESS 100 SHEPPARD AVENUE EAST, SUITE 850 TORONTO ON M2N 6N5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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PROVINCE OF ONTARIO
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ENQUIRY SEARCH RESPONSE

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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NATIONAL STRUCTURES 2011 INC.
FILE CURRENCY : 29NOV 2021
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 773169984

CAUTION FILING PAGE NO. OF FILING TOTAL OF PAGES MOTOR VEHICLE SCHEDULE REGISTRATION NUMBER REGISTERED UNDER PERIOD
01 001 2 20210604 1420 1901 7926 P PPSA 04

DEBTOR NAME BUSINESS NAME NATIONAL STRUCTURES 2011 INC.
ADDRESS 15 KELLWOOD CRESCENT NAPANEE ONTARIO CORPORATION NO. ON K7R 4A1
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME BUSINESS NAME
ADDRESS
05 DEBTOR
06 NAME BUSINESS NAME ONTARIO CORPORATION NO.

SECURED PARTY / LIEN CLAIMANT MERIDIAN ONECAP CREDIT CORP.
ADDRESS SUITE 1500, 4710 KINGSWAY BURNABY BC V5H 4M2

COLLATERAL CLASSIFICATION
CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER MOTOR VEHICLE INCLUDED AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE
10 X X V.I.N.

MOTOR VEHICLE GENERAL DESCRIPTION REGISTERING AGENT
TRAFFIC SIGNAL(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES
ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS
THERE TO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY
ESC CORPORATE SERVICES LTD.

ADDRESS 201-1325 POLSON DRIVE VERNON BC V1T 8H2
*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
CONTINUED... 7

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
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ID : 20211130092257.39

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NATIONAL STRUCTURES 2011 INC.
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FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
773169984

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	2		20210604 1420 1901 7926		

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR

06 NAME BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

10 COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE

11 MOTOR

12 VEHICLE

13 GENERAL FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN

14 COLLATERAL INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES

15 DESCRIPTION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL

16 REGISTERING AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

PROVINCE OF ONTARIO
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TYPE OF SEARCH : BUSINESS DEBTOR
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00 FILE NUMBER
773016516

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
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001 5 20210601 1112 1902 2247 P PPSA 06
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR
03 NAME BUSINESS NAME NATIONAL STRUCTURES 2011 INC.
04 ADDRESS 15 KELLWOOD CRES NAPANEE ONTARIO CORPORATION NO.
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ON K7R 4A1

05 DEBTOR
06 NAME BUSINESS NAME ONTARIO CORPORATION NO.
07 ADDRESS

08 SECURED PARTY / WELLS FARGO EQUIPMENT FINANCE COMPANY
LIEN CLAIMANT
09 ADDRESS 1100-1290 CENTRAL PARKWAY W. MISSISSAUGA ON L5C 4R3
COLLATERAL CLASSIFICATION

10 CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
X X X

11 MOTOR 2020 DOOSAN EXCAVATOR DX235LCR-5 V.I.N. CEBBW-002182
12 VEHICLE 2020 AMI BUCKET HD4045E42 202997-03-01
13 GENERAL 1-2020 AMI DITCHING BUCKET D4045E60 S/N 202997-04-01. 1-2020 AMI
14 COLLATERAL QUICK ATTACH QT4045WC180 S/N 200132-01-03. 1-2020 AMI BUCKET
15 DESCRIPTION HD4045E42 S/N 202997-03-01. 1-2020 DOOSAN EXCAVATOR DX235LCR-5 S/N
16 REGISTERING SECUREFACT TRANSACTION SERVICES, INC.

17 ADDRESS 445 KING STREET W, SUITE 400 TORONTO ON M5V 1K4
*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

PROVINCE OF ONTARIO
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TYPE OF SEARCH : BUSINESS DEBTOR
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00 FILE NUMBER
773016516

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	5		20210601 1112 1902 2247		

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR

06 NAME BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

10 COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE

11 MOTOR 2020 AMI QUICK ATTACH MODEL QT4045WC180 V.I.N. 200132-01-03

12 VEHICLE 2020 AMI DITCHING BUCKET D4045E60 202997-04-01

13 GENERAL CEBBW-002182. THE GOODS DESCRIBED HEREIN TOGETHER WITH ALL

14 COLLATERAL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS,

15 DESCRIPTION ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM

16 REGISTERING AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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PROVINCE OF ONTARIO
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TYPE OF SEARCH : BUSINESS DEBTOR
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FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

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00 773016516

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 003 5 20210601 1112 1902 2247

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF . NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL
14 COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, -CHEQUES, DEPOSITS
15 DESCRIPTION IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR

16 REGISTERING

AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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PROVINCE OF ONTARIO
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TYPE OF SEARCH : BUSINESS DEBTOR
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00 FILE NUMBER
773016516

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	004	5		20210601 1112 1902 2247		

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR

06 NAME BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

10 COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE

11 MOTOR

12 VEHICLE

13 GENERAL OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL

14 COLLATERAL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND

15 DESCRIPTION RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR

16 REGISTERING AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
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ID : 20211130092257.39

TYPE OF SEARCH : BUSINESS DEBTOR
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00 FILE NUMBER
773016516

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 005 5 20210601 1112 1902 2247
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR
03 NAME BUSINESS NAME ONTARIO CORPORATION NO.

04 ADDRESS
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR
06 NAME BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS
COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 YEAR MAKE MODEL V.I.N.

11 MOTOR
12 VEHICLE
13 GENERAL COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE
14 COLLATERAL COLLATERAL. (REFERENCE NO. 050-1691689-002) (FOR INTERNAL USE ONLY)
15 DESCRIPTION (AS MAY BE AMENDED OR UPDATED FROM TIME TO TIME)
16 REGISTERING
AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

PROVINCE OF ONTARIO
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NATIONAL STRUCTURES 2011 INC.
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FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

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FILING NO. OF PAGES SCHEDULE NUMBER UNDER
01 001 6 20210602 1345 1902 2736

21 RECORD FILE NUMBER 773016516
REFERENCED
PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED RENEWAL CORRECT
A AMENDMENT YEARS PERIOD

22 FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE
24 DEBTOR/ BUSINESS NAME NATIONAL STRUCTURES 2011 INC.
TRANSFEROR
25 OTHER CHANGE
26 REASON/ AMEND GENERAL COLLATERAL ADD ASSET 2020 DOOSAN EXCAVATOR DX235LCR-5
27 DESCRIPTION (DHKCEBBWEL0002182)

28
02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME

ONTARIO CORPORATION NO.

04/07 ADDRESS

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08
09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT MATURITY OR MATURITY DATE
10 X X

YEAR MAKE MODEL V.I.N.
11 MOTOR 2020 DOOSAN EXCAVATOR DX235LCR-5 DHKCEBBWEL0002182

12 VEHICLE
13 GENERAL 1-2020 AMI DITCHING BUCKET D4045E60 S/N 202997-04-01. 1-2020 AMI
14 COLLATERAL QUICK ATTACH QT4045WC180 S/N 200132-01-03. 1-2020 AMI BUCKET
15 DESCRIPTION HD4045E42 S/N 202997-03-01. 1-2020 DOOSAN EXCAVATOR DX235LCR-5 S/N

16 REGISTERING AGENT OR SECUREFACT TRANSACTION SERVICES, INC.
17 SECURED PARTY/ ADDRESS 445 KING STREET W, SUITE 400 TORONTO ON M5V 1K4
LIEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

PROVINCE OF ONTARIO
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01	002	6		20210602 1345 1902 2736	
21	RECORD FILE NUMBER	773016516			
	REFERENCED				
	PAGE AMENDED	NO SPECIFIC	PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS
					CORRECT PERIOD

REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME
23			
24	DEBTOR/ BUSINESS NAME		
	TRANSFEROR		
25	OTHER CHANGE		
26	REASON/		
27	DESCRIPTION		

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/			
05	DEBTOR/		
03/	TRANSFeree BUSINESS NAME		

ONTARIO CORPORATION NO.

04/07 ADDRESS

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08 ADDRESS
09

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10						
	YEAR MAKE		MODEL			V.I.N.

11 MOTOR VEHICLE
12
13 GENERAL CEBBW-002182 MGF #DHKCEBBWEL0002182. THE GOODS DESCRIBED HEREIN
14 COLLATERAL TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS,
15 DESCRIPTION SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS
16 REGISTERING AGENT OR
17 SECURED PARTY/ ADDRESS
LIEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

PROVINCE OF ONTARIO
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FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

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01	003	6	20210602 1345 1902 2736	
21	RECORD FILE NUMBER	773016516		
	REFERENCED			
	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS
				CORRECT PERIOD

22 FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE
24 DEBTOR/ BUSINESS NAME
TRANSFEROR
25 OTHER CHANGE
26 REASON/
27 DESCRIPTION

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME

ONTARIO CORPORATION NO.

04/07 ADDRESS

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08
09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
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10 YEAR MAKE MODEL V.I.N.

11 MOTOR
12 VEHICLE
13 GENERAL IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE
14 COLLATERAL COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY,
15 DESCRIPTION CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS
16 REGISTERING AGENT OR
17 SECURED PARTY/ ADDRESS
LIEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

RUN NUMBER : 334
RUN DATE : 2021/11/30
ID : 20211130092257.39
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NATIONAL STRUCTURES 2011 INC.
FILE CURRENCY : 29NOV 2021

PROVINCE OF ONTARIO
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21	RECORD FILE NUMBER	773016516			
	REFERENCED				
	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD

22 FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE
24 DEBTOR/ BUSINESS NAME
TRANSFEROR
25 OTHER CHANGE
26 REASON/
27 DESCRIPTION

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME

ONTARIO CORPORATION NO.

04/07 ADDRESS

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08
09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
----------------	-----------	-----------	----------------	------------------------	--------	---------------------	------------------------

10 YEAR MAKE MODEL V.I.N.

11 MOTOR
12 VEHICLE
13 GENERAL RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE
14 COLLATERAL COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF
15 DESCRIPTION TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER

16 REGISTERING AGENT OR
17 SECURED PARTY/ ADDRESS
LIEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
 PAGE : 17

RUN NUMBER : 334
 RUN DATE : 2021/11/30
 ID : 20211130092257.39
 TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : NATIONAL STRUCTURES 2011 INC.
 FILE CURRENCY : 29NOV 2021

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	005	6		20210602 1345 1902 2736	
21	RECORD FILE NUMBER	773016516			
	REFERENCED				
	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD

22

FIRST GIVEN NAME	INITIAL	SURNAME
23 REFERENCE		
24 DEBTOR/ BUSINESS NAME		
TRANSFEROR		
25 OTHER CHANGE		
26 REASON/		
27 DESCRIPTION		

28

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/			
05 DEBTOR/			

03/ TRANSFEREE BUSINESS NAME

06 ONTARIO CORPORATION NO.

04/07 ADDRESS

29 ASSIGNOR
 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10	YEAR	MAKE	MODEL	V.I.N.			

11 MOTOR VEHICLE

12 GENERAL PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE

13 COLLATERAL COLLATERAL OR PROCEEDS OF THE COLLATERAL. (REFERENCE NO.

14 DESCRIPTION 050-1691689-002) (FOR INTERNAL USE ONLY) (AS MAY BE AMENDED OR

15 REGISTERING AGENT OR

16 SECURED PARTY/ ADDRESS

17 LIEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 18

RUN NUMBER : 334
RUN DATE : 2021/11/30
ID : 20211130092257.39

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NATIONAL STRUCTURES 2011 INC.
FILE CURRENCY : 29NOV 2021

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE PAGES SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	006	6	20210602 1345 1902 2736	
21	RECORD FILE NUMBER	773016516		
	REFERENCED			
	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS
				CORRECT PERIOD

22 FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE
24 DEBTOR/ BUSINESS NAME
TRANSFEROR
25 OTHER CHANGE
26 REASON/
27 DESCRIPTION

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME

ONTARIO CORPORATION NO.

04/07 ADDRESS

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08
09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
----------------	-----------	-----------	----------------	------------------------	--------	---------------------	------------------------

10 YEAR MAKE MODEL V.I.N.

11 MOTOR
12 VEHICLE
13 GENERAL (UPDATED FROM TIME TO TIME)
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR
17 SECURED PARTY/ ADDRESS
LIEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 19

RUN NUMBER : 334
RUN DATE : 2021/11/30
ID : 20211130092257.39
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NATIONAL STRUCTURES 2011 INC.
FILE CURRENCY : 29NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 772137558

CAUTION FILING PAGE NO. OF FILING TOTAL OF PAGES MOTOR VEHICLE SCHEDULE REGISTRATION NUMBER REGISTERED UNDER REGISTRATION PERIOD

01 001 3 20210503 1715 1902 4949 P PPSA 05

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME NATIONAL STRUCTURES 2011 INC.

ONTARIO CORPORATION NO.

04 ADDRESS 15 KELLWOOD CRESCENT NAPANEE

ON K7R 4A1

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT MERIDIAN ONECAP CREDIT CORP.

09 ADDRESS SUITE 1500, 4710 KINGSWAY BURNABY

BC V5H 4M2

COLLATERAL CLASSIFICATION

CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER MOTOR VEHICLE INCLUDED AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE

10 X X YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL SCAFFOLDING, FORMWORK SYSTEM(S) TOGETHER WITH ALL ATTACHMENTS
14 COLLATERAL ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND
15 DESCRIPTION IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR
16 REGISTERING AGENT ESC CORPORATE SERVICES LTD.

17 ADDRESS 201-1325 POLSON DRIVE VERNON BC V1T 8H2

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 20

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 20

RUN NUMBER : 334
RUN DATE : 2021/11/30
ID : 20211130092257.39
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NATIONAL STRUCTURES 2011 INC.
FILE CURRENCY : 29NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

772137558

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
----------------	----------	----------------	------------------------	---------------------	------------------	---------------------

002 3 20210503 1715 1902 4949

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY / LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
----------------	-----------	-----------	----------------	------------------------	--------	------------------	----	------------------------

YEAR MAKE MODEL V.I.N.

MOTOR

VEHICLE

GENERAL

INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE

COLLATERAL DESCRIPTION

REGISTERING

AGENT

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 21

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 21

RUN NUMBER : 334
RUN DATE : 2021/11/30
ID : 20211130092257.39

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NATIONAL STRUCTURES 2011 INC.
FILE CURRENCY : 29NOV 2021
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
772137558

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 003 3 20210503 1715 1902 4949

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 YEAR MAKE MODEL V.I.N.

11 MOTOR
12 VEHICLE
13 GENERAL COLLATERAL

14 COLLATERAL
15 DESCRIPTION
16 REGISTERING
AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 22

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
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RUN NUMBER : 334
RUN DATE : 2021/11/30
ID : 20211130092257.39
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NATIONAL STRUCTURES 2011 INC.
FILE CURRENCY : 29NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 769954392

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 01 003 20210218 1034 8077 1960 P PPSA 4

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME NATIONAL STRUCTURES 2011 INC.

ONTARIO CORPORATION NO.

04 ADDRESS 15 KELLWOOD CRESCENT NAPANEE

ON K7R 4A1

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / RCAP LEASING INC.
LIEN CLAIMANT

09 ADDRESS 5575 NORTH SERVICE RD, STE 300 BURLINGTON

ON L7L 6M1

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 X X X X

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL ALL COMPUTER EQUIPMENT FROM TIME TO TIME LEASED BY THE SECURED

14 COLLATERAL PARTY TO THE DEBTOR AS DESCRIBED ON LEASES, CONDITIONAL SALES

15 DESCRIPTION AGREEMENTS AND ANY OTHER FINANCING AGREEMENTS ENTERED INTO BETWEEN

16 REGISTERING REGISTRY = RECOVERY INC.

AGENT

17 ADDRESS 1551 THE QUEENSWAY TORONTO ON M8Z 1T5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 23

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 23

RUN NUMBER : 334
RUN DATE : 2021/11/30
ID : 20211130092257.39
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NATIONAL STRUCTURES 2011 INC.
FILE CURRENCY : 29NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

769954392

CAUTION FILING PAGE NO. OF FILING TOTAL PAGES MOTOR VEHICLE SCHEDULE REGISTRATION NUMBER REGISTERED UNDER REGISTRATION PERIOD

20210218 1034 8077 1960

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY / LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER MOTOR VEHICLE INCLUDED AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE

YEAR MAKE MODEL V.I.N.

MOTOR

VEHICLE

GENERAL COLLATERAL DESCRIPTION REGISTERING AGENT THE SECURED PARTY AND THE DEBTOR FROM TIME TO TIME AND ANY PROCEEDS THEREOF, TOGETHER WITH ALL REPLACEMENT PARTS, ACCESSORIES AND ATTACHMENTS.

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 24

RUN NUMBER : 334
RUN DATE : 2021/11/30
ID : 20211130092257.39
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NATIONAL STRUCTURES 2011 INC.
FILE CURRENCY : 29NOV 2021

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 24

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 769954392

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 03 003 20210218 1034 8077 1960

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

17

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 25

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 25

RUN NUMBER : 334
RUN DATE : 2021/11/30
ID : 20211130092257.39
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NATIONAL STRUCTURES 2011 INC.
FILE CURRENCY : 29NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

761761953

CAUTION FILING PAGE NO. OF FILING TOTAL OF PAGES MOTOR VEHICLE SCHEDULE REGISTRATION NUMBER REGISTERED UNDER REGISTRATION PERIOD

01 001 3 20200506 1959 1902 5855 P PPSA 07

02 DEBTOR NAME BUSINESS NAME NATIONAL STRUCTURES 2011 INC. ONTARIO CORPORATION NO.

03 ADDRESS 2139 FISHLAKE ROAD DEMORESTVILLE ON K0K 1W0

04 DEBTOR NAME BUSINESS NAME ONTARIO CORPORATION NO.

05 ADDRESS

06 SECURED PARTY / LIEN CLAIMANT MERIDIAN ONECAP CREDIT CORP. ONTARIO CORPORATION NO.

07 ADDRESS SUITE 1500, 4710 KINGSWAY BURNABY BC V5H 4M2

08 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED

09 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURETY OR MATURETY DATE

10 YEAR MAKE MODEL V.I.N.

11 MOTOR VEHICLE

12 GENERAL EXCAVATOR MOUNTED VIBRATOR(S) TOGETHER WITH ALL ATTACHMENTS

13 COLLATERAL ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND

14 DESCRIPTION IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR

15 REGISTERING AGENT ESC CORPORATE SERVICES LTD. VERNON BC V1T 8H2

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 26

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 26

RUN NUMBER : 334
RUN DATE : 2021/11/30
ID : 20211130092257.39

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NATIONAL STRUCTURES 2011 INC.
FILE CURRENCY : 29NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

761761953

CAUTION FILING NO. OF PAGES TOTAL REGISTRATION NUMBER REGISTERED UNDER REGISTRATION PERIOD

01 002 3 20200506 1959 1902 5855

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER MOTOR VEHICLE INCLUDED AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE

10 YEAR MAKE MODEL V.I.N.

11 MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION REGISTERING AGENT
12
13 INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A
14 RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR
15 COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE
16

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 27

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 27

RUN NUMBER : 334
RUN DATE : 2021/11/30
ID : 20211130092257.39
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NATIONAL STRUCTURES 2011 INC.
FILE CURRENCY : 29NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 761761953

CAUTION FILING PAGE NO. OF FILING TOTAL OF PAGES MOTOR VEHICLE SCHEDULE REGISTRATION NUMBER REGISTERED UNDER REGISTRATION PERIOD

01 003 3 20200506 1959 1902 5855

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER MOTOR VEHICLE INCLUDED AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL COLLATERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 28

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
 PAGE : 28

RUN NUMBER : 334
 RUN DATE : 2021/11/30
 ID : 20211130092257.39
 TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : NATIONAL STRUCTURES 2011 INC.
 FILE CURRENCY : 29NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 761684895

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01	01	002		20200501 1005 1462 3676	P PPSA	5
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DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME NATIONAL STRUCTURES 2011 INC.

ONTARIO CORPORATION NO.

04	ADDRESS	15 KELLWOOD CRES		NAPANEE		ON K7R4A1
----	---------	------------------	--	---------	--	-----------

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

08 SECURED PARTY / KUBOTA CANADA LTD
 LIEN CLAIMANT

09	ADDRESS	5900 14TH AVE		MARKHAM		ON L3S4K4
----	---------	---------------	--	---------	--	-----------

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
----------------	-----------	-----------	----------------	------------------------	--------	---------------------	------------------------

10		X	X	X	142345		X
----	--	---	---	---	--------	--	---

YEAR MAKE MODEL V.I.N.

11	MOTOR	2020 KUBOTA	!SSV75P	KBCZ141CELJA25764
----	-------	-------------	---------	-------------------

12	VEHICLE	2020 KUBOTA	!SSV75P	KBCS0751VKJD24629
----	---------	-------------	---------	-------------------

13	GENERAL	2020 KUBOTA	!SSV75P	KBCZ141CELJA25764
----	---------	-------------	---------	-------------------

14	COLLATERAL	2020 KUBOTA	!SSV75P	KBCS0751VKJD24629
----	------------	-------------	---------	-------------------

15	DESCRIPTION	2020 CAMSO	SKS792	
----	-------------	------------	--------	--

16	REGISTERING AGENT	PPSA CANADA INC - (5156)		
----	-------------------	--------------------------	--	--

17	ADDRESS	303-110 SHEPPARD AVE. E.		TORONTO		ON M2N6Y8
----	---------	--------------------------	--	---------	--	-----------

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 29

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 29

RUN NUMBER : 334
RUN DATE : 2021/11/30
ID : 20211130092257.39

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NATIONAL STRUCTURES 2011 INC.
FILE CURRENCY : 29NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 761684895

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 02 002 20200501 1005 1462 3676 P PPSA 5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

04

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10

YEAR MAKE MODEL V.I.N.
2020 CAMSO SKS792 N/A

11 MOTOR

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING AGENT PPSA CANADA INC - (5156)

17

ADDRESS 303-110 SHEPPARD AVE. E. TORONTO ON M2N6Y8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 30

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 30

RUN NUMBER : 334
RUN DATE : 2021/11/30
ID : 20211130092257.39
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NATIONAL STRUCTURES 2011 INC.
FILE CURRENCY : 29NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

761595741

CAUTION FILING PAGE NO. OF FILING TOTAL OF PAGES MOTOR VEHICLE SCHEDULE REGISTRATION NUMBER REGISTERED UNDER PERIOD

01 001 2 20200424 1413 1902 4262 P PPSA 04

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME NATIONAL STRUCTURES 2011 INC. ONTARIO CORPORATION NO.
04 ADDRESS 15 KELLWOOD CRES NAPANEE ON K7R 4A1

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS
08 SECURED PARTY / MERIDIAN ONECAP CREDIT CORP.
09 LIEN CLAIMANT ADDRESS SUITE 1500, 4710 KINGSWAY BURNABY BC V5H 4M2

COLLATERAL CLASSIFICATION
CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
10 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
YEAR MAKE MODEL V.I.N.

11 MOTOR
12 VEHICLE
13 GENERAL SOLAR TRAFFIC SIGNAL(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES
14 COLLATERAL ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS
15 DESCRIPTION THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY
16 REGISTERING ESC CORPORATE SERVICES LTD.

17 ADDRESS 201-1325 POLSON DRIVE VERNON BC V1T 8H2

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 31

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

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ID : 20211130092257.39
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NATIONAL STRUCTURES 2011 INC.
FILE CURRENCY : 29NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

761595741

CAUTION FILING NO. OF PAGES TOTAL REGISTRATION NUMBER REGISTERED UNDER REGISTRATION PERIOD

002 2 20200424 1413 1902 4262

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY / LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER MOTOR VEHICLE INCLUDED AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE

YEAR MAKE MODEL V.I.N.

MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION REGISTERING AGENT FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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PROVINCE OF ONTARIO
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ID : 20211130092257.39

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NATIONAL STRUCTURES 2011 INC.
FILE CURRENCY : 29NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 761560857

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 01 001 20200422 1006 1462 0289 P PPSA 5
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR
03 NAME BUSINESS NAME NATIONAL STRUCTURES 2011 INC.

ONTARIO CORPORATION NO.
ON K7R4A1

04 ADDRESS 15 KELLWOOD CRES NAPANEE
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR
06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS
08 SECURED PARTY / KUBOTA CANADA LTD
LIEN CLAIMANT

09 ADDRESS 5900 14TH AVE MARKHAM ON L3S4K4

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 X X X 157240 X
YEAR MAKE MODEL V.I.N.
11 MOTOR 2020 KUBOTA !KX080-4S2 KBCDZ84CLL3A10043
12 VEHICLE 2018 TRAMAC N2000 X100A50613

13 GENERAL 2020 KUBOTA !KX080-4S2 KBCDZ84CLL3A10043
14 COLLATERAL 2018 TRAMAC N2000 X100A50613

15 DESCRIPTION
16 REGISTERING PPSA CANADA INC - (5156)
AGENT

17 ADDRESS 303-110 SHEPPARD AVE. E. TORONTO ON M2N6Y8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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PROVINCE OF ONTARIO
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ID : 20211130092257.39
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NATIONAL STRUCTURES 2011 INC.
FILE CURRENCY : 29NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 761226651

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 001 2 20200325 1330 6005 8760 P PPSA 07

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME NATIONAL STRUCTURES 2011 INC

ONTARIO CORPORATION NO.

04 ADDRESS 2139 FISHLAKE ROAD, DEMORESTVILLE ON K0K 1W0

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR 14FEB1973 BRADLEY J WILSON

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS 2139 FISHLAKE ROAD, DEMORESTVILLE ON K0K 1W0

08 SECURED PARTY /
LIEN CLAIMANT CWB NATIONAL LEASING INC.

09 ADDRESS 1525 BUFFALO PL(2982995) WINNIPEG MB R3T 1L9

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 X X

YEAR MAKE MODEL V.I.N.
2016 HYDRA PLATFORM BRIDGE HP35 1H9US333XGS196426

11 MOTOR
12 VEHICLE

13 GENERAL ALL CONSTRUCTION EQUIPMENT-TOWED BY VEHICLE, 2016 HYDRA HP35 PLATFORM
14 COLLATERAL BRIDGE WORKER WITH RELATED COMPONENTS OF EVERY NATURE OR KIND
15 DESCRIPTION DESCRIBED IN AGREEMENT NUMBER 2982995, BETWEEN THE SECURED PARTY AND
16 REGISTERING

AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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TYPE OF SEARCH : BUSINESS DEBTOR
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CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
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01 002 2 20200325 1330 6005 8760

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL THE DEBTOR, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL
14 COLLATERAL ATTACHMENTS, ACCESSORIES, SUBSTITUTIONS AND PROCEEDS OF ANY KIND
15 DESCRIPTION DERIVED DIRECTLY OR INDIRECTLY THEREFROM.

16 REGISTERING
AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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PROVINCE OF ONTARIO
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ID : 20211130092257.39

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NATIONAL STRUCTURES 2011 INC.
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FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
760084605

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
01 007 20200212 1705 1462 9729 P PPSA 5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME NATIONAL STRUCTURES 2011 INC.

04 ADDRESS 15 KELLWOOD CRES NAPANEE ONTARIO CORPORATION NO.
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ON K7R4A1

05 DEBTOR ADDRESS ONTARIO CORPORATION NO.
06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.
08 SECURED PARTY / CLE CAPITAL INC.
LIEN CLAIMANT

09 ADDRESS 3390 SOUTH SERVICE ROAD, SUITE 301 BURLINGTON ON L7N3J5
COLLATERAL CLASSIFICATION

10 CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
X X X

11 MOTOR YEAR MAKE MODEL V.I.N.
2009 KENWORTH T300 2NKHLN9X49M939982
12 VEHICLE 2008 KENWORTH T300 2NKMLN9X18M936146

13 GENERAL EACH TRUCK COMES WITH NEW 16' G&F STEEL DUMP BOX, AS MORE FULLY
14 COLLATERAL DESCRIBED IN CLE LEASE # 361970
15 DESCRIPTION THE PERSONAL PROPERTY DESCRIBED HEREIN, TOGETHER WITH ALL
16 REGISTERING PPSA CANADA INC. - (7017)
AGENT

17 ADDRESS 110 SHEPPARD AVE EAST, SUITE 303 TORONTO ON M2N6Y8
*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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PROVINCE OF ONTARIO
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00 760084605

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
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01 02 007 20200212 1705 1462 9729 P PPSA 5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

04

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL ACCESSORIES, OPTIONAL EQUIPMENT, COMPONENTS, PARTS, INSTRUMENTS,
14 COLLATERAL APPURTENANCES, FURNISHINGS AND OTHER EQUIPMENT OF WHATEVER NATURE OR
15 DESCRIPTION KIND FURNISHED IN CONNECTION WITH ANY OF THE FOREGOING EQUIPMENT AND
16 REGISTERING PPSA CANADA INC. - (7017)

AGENT

17

ADDRESS 110 SHEPPARD AVE EAST, SUITE 303 TORONTO ON M2N6Y8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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PROVINCE OF ONTARIO
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01 CAUTION FILING PAGE NO. OF TOTAL PAGES MOTOR VEHICLE SCHEDULE REGISTRATION NUMBER REGISTERED UNDER PERIOD
03 007 20200212 1705 1462 9729 P PPSA 5

02 DEBTOR NAME BUSINESS NAME
03 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
04 ADDRESS ONTARIO CORPORATION NO.

05 DEBTOR NAME BUSINESS NAME
06 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

10 COLLATERAL CLASSIFICATION
CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER MOTOR VEHICLE INCLUDED AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE
11 YEAR MAKE MODEL V.I.N.

12 MOTOR VEHICLE
13 GENERAL DESCRIPTION REGISTERING AGENT
14 ANY REPLACEMENTS AND SUBSTITUTIONS THEREFOR (COLLECTIVELY, THE "EQUIPMENT"), AS WELL AS ALL OF THE DEBTOR'S PRESENT AND FUTURE RIGHTS, TITLE AND INTEREST IN THE FOLLOWING (THE "EQUIPMENT-RELATED
15 PPSA CANADA INC. - (7017)

17 ADDRESS 110 SHEPPARD AVE EAST, SUITE 303 TORONTO ON M2N6Y8
*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

PROVINCE OF ONTARIO
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01 04 007 20200212 1705 1462 9729 P PPSA 5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER MOTOR VEHICLE INCLUDED AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE

10 YEAR MAKE MODEL V.I.N.

11 MOTOR VEHICLE GENERAL COLLATERAL")

14 COLLATERAL (I) INTELLECTUAL PROPERTY AND OTHER INTANGIBLES RELATING TO THE

15 DESCRIPTION EQUIPMENT OR EQUIPMENT-RELATED COLLATERAL

16 REGISTERING AGENT PPSA CANADA INC. - (7017)

17 ADDRESS 110 SHEPPARD AVE EAST, SUITE 303 TORONTO ON M2N6Y8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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PROVINCE OF ONTARIO
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PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

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01 05 007 20200212 1705 1462 9729 P PPSA 5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER MOTOR VEHICLE INCLUDED AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE

10 YEAR MAKE MODEL V.I.N.

11 MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION REGISTERING AGENT (II) ANY CONTRACT FOR THE SALE, LEASE, RENTAL OR OTHER DISPOSITION OF THE EQUIPMENT (III) ALL INSURANCE CLAIMS AND PROCEEDS RESULTING FROM ANY LOSS OR PPSA CANADA INC. - (7017)

17 ADDRESS 110 SHEPPARD AVE EAST, SUITE 303 TORONTO ON M2N6Y8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

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TYPE OF SEARCH : BUSINESS DEBTOR
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FILE CURRENCY : 29NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

760084605

CAUTION FILING PAGE NO. OF FILING TOTAL OF PAGES MOTOR VEHICLE SCHEDULE REGISTRATION NUMBER REGISTERED UNDER PERIOD

01 06 007 20200212 1705 1462 9729 P PPSA 5

02 DEBTOR NAME BUSINESS NAME ONTARIO CORPORATION NO.

04 ADDRESS DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR NAME BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS MOTOR VEHICLE INCLUDED AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE

10 YEAR MAKE MODEL V.I.N.

11 MOTOR VEHICLE

13 GENERAL COLLATERAL DAMAGE TO THE EQUIPMENT OR THE EQUIPMENT-RELATED COLLATERAL AND (IV) ANY PROCEEDS OF THE EQUIPMENT OR EQUIPMENT-RELATED COLLATERAL,

14 DESCRIPTION IN WHATEVER FORM IT MAY BE, INCLUDING WITHOUT LIMITATION, CHATTEL REGISTERING AGENT PPSA CANADA INC. - (7017)

16 ADDRESS 110 SHEPPARD AVE EAST, SUITE 303 TORONTO ON M2N6Y8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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PROVINCE OF ONTARIO
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PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
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00 760084605

CAUTION FILING PAGE NO. OF FILING TOTAL PAGES MOTOR VEHICLE SCHEDULE REGISTRATION NUMBER REGISTERED UNDER PERIOD

01 07 007 20200212 1705 1462 9729 P PPSA 5

02 DEBTOR NAME BUSINESS NAME

03 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

04 DEBTOR NAME BUSINESS NAME

05 DEBTOR NAME BUSINESS NAME

06 DEBTOR NAME BUSINESS NAME

07 DEBTOR NAME BUSINESS NAME

08 SECURED PARTY / LIEN CLAIMANT

09 COLLATERAL CLASSIFICATION

10 CONSUMER GOODS YEAR MAKE MOTOR VEHICLE INCLUDED AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE

11 MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION

12 PAPER, TITLE DOCUMENTS, GOODS, INSTRUMENTS, OR MONEY.

13 REGISTERING AGENT PPSA CANADA INC. - (7017)

14 ADDRESS 110 SHEPPARD AVE EAST, SUITE 303 TORONTO ON M2N6Y8

15 *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

PROVINCE OF ONTARIO
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SEARCH CONDUCTED ON : NATIONAL STRUCTURES 2011 INC.
FILE CURRENCY : 29NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 758827566

CAUTION FILING PAGE NO. OF FILING TOTAL OF PAGES MOTOR VEHICLE SCHEDULE REGISTRATION NUMBER REGISTERED UNDER REGISTRATION PERIOD

01 001 5 20191223 1845 5064 0658 P PPSA 06

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME NATIONAL STRUCTURES 2011 INC.

ONTARIO CORPORATION NO.
ON K7R 4A1

04 ADDRESS 15 KELLWOOD CRES NAPANEE

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT WELLS FARGO EQUIPMENT FINANCE COMPANY

09 ADDRESS 1290 CENTRAL PARKWAY W. SUITE 1100 MISSISSAUGA ON L5C 4R3

COLLATERAL CLASSIFICATION

CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER MOTOR VEHICLE INCLUDED AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE

10 X X

11 YEAR MAKE 2019 DOOSAN EXCAVATOR MODEL DX140LCR-5-US40 V.I.N. CEBBS-002065

12 VEHICLE

13 GENERAL 1-2019 DOOSAN EXCAVATOR DX140LCR-5-US40 S/N CEBBS-002065. THE GOODS
14 COLLATERAL DESCRIBED HEREIN TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES,
15 DESCRIPTION ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS
16 REGISTERING SECUREFACT TRANSACTION SERVICES, INC.

17 ADDRESS 445 KING STREET WEST, SUITE 400 TORONTO ON M5V 1K4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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PROVINCE OF ONTARIO
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00 758827566

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
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01 002 5 20191223 1845 5064 0658

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY
14 COLLATERAL FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT
15 DESCRIPTION LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS,
16 REGISTERING

AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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PROVINCE OF ONTARIO
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CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
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01 003 5 20191223 1845 5064 0658

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE
14 COLLATERAL LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES,
15 DESCRIPTION DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR
16 REGISTERING

AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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PROVINCE OF ONTARIO
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NATIONAL STRUCTURES 2011 INC.
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004 5 20191223 1845 5064 0658
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY / LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER MOTOR VEHICLE INCLUDED AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE

YEAR MAKE MODEL V.I.N.

MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION REGISTERING AGENT ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL. (REFERENCE NO. 050-1691689-001) (FOR INTERNAL USE ONLY) (AS MAY BE AMENDED OR

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 46

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 46

RUN NUMBER : 334
RUN DATE : 2021/11/30
ID : 20211130092257.39

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NATIONAL STRUCTURES 2011 INC.
FILE CURRENCY : 29NOV 2021
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
758827566

01 CAUTION FILING PAGE NO. OF PAGES TOTAL MOTOR VEHICLE SCHEDULE REGISTRATION NUMBER REGISTERED UNDER REGISTRATION PERIOD
005 5 20191223 1845 5064 0658

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR NAME BUSINESS NAME

ONTARIO CORPORATION NO.

06 ADDRESS

07 SECURED PARTY / LIEN CLAIMANT

08 ADDRESS

09 COLLATERAL CLASSIFICATION CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER MOTOR VEHICLE INCLUDED AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE

10 YEAR MAKE MODEL V.I.N.

11 MOTOR VEHICLE GENERAL (UPDATED FROM TIME TO TIME)

12 COLLATERAL DESCRIPTION REGISTERING AGENT

13 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 47

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 47

RUN NUMBER : 334
RUN DATE : 2021/11/30
ID : 20211130092257.39

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NATIONAL STRUCTURES 2011 INC.
FILE CURRENCY : 29NOV 2021

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	1		20191227 1648 5064 0702	
21	RECORD FILE NUMBER	758827566			
	REFERENCED				
	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD

A AMENDMENT		FIRST GIVEN NAME	INITIAL	SURNAME
22				

REFERENCE	DEBTOR/ TRANSFEROR	BUSINESS NAME	NATIONAL STRUCTURES 2011 INC.
23			
24			
25	OTHER CHANGE		
26	REASON/ DESCRIPTION	TO AMEND THE EQUIPMENT INFORMATION IN BOTH MOTOR VEHICLE AND GENERAL COLLATERAL SECTIONS.	
27			
28			

02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05				

03/	TRANSFEREE	BUSINESS NAME	ONTARIO CORPORATION NO.
06			

04/07	ADDRESS
29	ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08	ADDRESS
09	

COLLATERAL CLASSIFICATION		CONSUMER GOODS	INVENTORY EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10								

	YEAR	MAKE	MODEL	V.I.N.
11	2019	DOOSAN EXCAVATOR	DX140LCR-5-US40	CEBBS-002562

12	GENERAL COLLATERAL DESCRIPTION
13	2019 DOOSAN EXCAVATOR DX140LCR-5-US40 S/N CEBBS-002562.

16	REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT	ADDRESS	SECUREFACT TRANSACTION SERVICES, INC.	TORONTO	ON	M5V 1K4
17		445 KING STREET WEST, SUITE 400				

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 48

RUN NUMBER : 334
RUN DATE : 2021/11/30
ID : 20211130092257.39

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NATIONAL STRUCTURES 2011 INC.
FILE CURRENCY : 29NOV 2021

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
	001	1		20191227 1651 5064 0703	
21 RECORD REFERENCED	FILE NUMBER	758827566			
	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD

F PART DISCH	INITIAL	SURNAME
22		
23 REFERENCE	FIRST GIVEN NAME	INITIAL SURNAME

DEBTOR/ TRANSFEROR	BUSINESS NAME	NATIONAL STRUCTURES 2011 INC.
24		
25 OTHER CHANGE		
26 REASON/		
27 DESCRIPTION		

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/			
05 DEBTOR/			

TRANSFEEE	BUSINESS NAME	ONTARIO CORPORATION NO.
03/		
06		
04/07	ADDRESS	

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08
09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10						

YEAR	MAKE	MODEL	V.I.N.
11 MOTOR	2019 DOOSAN EXCAVATOR	DX140LCR-5-US40	CEBBS-002065

12 VEHICLE
13 GENERAL 2019 DOOSAN EXCAVATOR DX140LCR-5-US40 S/N CEBBS-002065.
14 COLLATERAL
15 DESCRIPTION

REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT	ADDRESS	SECUREFACT TRANSACTION SERVICES, INC. 445 KING STREET WEST, SUITE 400	TORONTO	ON	M5V 1K4
16					
17					

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 49

RUN NUMBER : 334
RUN DATE : 2021/11/30
ID : 20211130092257.39

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NATIONAL STRUCTURES 2011 INC.
FILE CURRENCY : 29NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN
FILE NUMBER

00 758203731

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
01 001 5 20191203 1327 1901 7688 P PPSA 06

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME NATIONAL STRUCTURES 2011 INC.

04 ADDRESS 15 KELLWOOD CRESCENT NAPANEE ONTARIO CORPORATION NO.
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ON K7R 4A1

05 DEBTOR

06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / LBEL INC.
LIEN CLAIMANT

09 ADDRESS 5035 SOUTH SERVICE ROAD BURLINGTON ON L7L 6M9

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
10 X X X X X

11 MOTOR YEAR MAKE MODEL V.I.N.
2017 KENWORTH T880 1NKZXPTX2HJ986740

12 VEHICLE
13 GENERAL (1) TRUCK / 2017 / MAKE KENWORTH / MODEL T880 / SN 1NKZXPTX2HJ986740

14 COLLATERAL (1) JWS ROLLOFF SYSTEM AND HYDRAULIC TARP / 2016 / SN 73 IN
15 DESCRIPTION ADDITION TO THE COLLATERAL AND OTHER GOODS SPECIFICALLY DESCRIBED IN

16 REGISTERING ESC CORPORATE SERVICES LTD.
AGENT

17 ADDRESS 201-1325 POLSON DRIVE VERNON BC V1T 8H2

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 50

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 50

RUN NUMBER : 334
RUN DATE : 2021/11/30
ID : 20211130092257.39

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NATIONAL STRUCTURES 2011 INC.
FILE CURRENCY : 29NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 758203731

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 002 5 20191203 1327 1901 7688

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

04

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

07

08 SECURED PARTY /
LIEN CLAIMANT

ADDRESS

09

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL

THIS FINANCING STATEMENT, THE COLLATERAL INCLUDES ALL PRESENT AND
FUTURE PARTS, ATTACHMENTS, ACCESSORIES, REPLACEMENTS, ADDITIONS, AND
ACCESSIONS RELATED THERETO OR INSTALLED THEREON, AND ALL PROCEEDS (AS

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

ADDRESS

17

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 51

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 51

RUN NUMBER : 334
RUN DATE : 2021/11/30
ID : 20211130092257.39

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NATIONAL STRUCTURES 2011 INC.
FILE CURRENCY : 29NOV 2021
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
758203731

01 CAUTION FILING PAGE NO. OF TOTAL PAGES MOTOR VEHICLE SCHEDULE REGISTRATION NUMBER REGISTERED UNDER REGISTRATION PERIOD
003 5 20191203 1327.1901 7688
02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME ONTARIO CORPORATION NO.
04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS ONTARIO CORPORATION NO.
08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS
COLLATERAL CLASSIFICATION
10 CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER MOTOR VEHICLE INCLUDED AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE
YEAR MAKE MODEL V.I.N.

11 MOTOR VEHICLE
12 GENERAL COLLATERAL DESCRIPTION REGISTERING AGENT
13 DEFINED BELOW) OF OR RELATING TO ANY OF THE FOREGOING. PROCEEDS
14 ALL PROCEEDS OF ANY OF THE ABOVE COLLATERAL IN ANY FORM (INCLUDING,
15 WITHOUT LIMITATION, GOODS, DOCUMENTS OF TITLE, CHATTEL PAPER,
16
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 52

RUN NUMBER : 334
RUN DATE : 2021/11/30
ID : 20211130092257.39

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NATIONAL STRUCTURES 2011 INC.
FILE CURRENCY : 29NOV 2021
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 758203731

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	004	5		20191203 1327 1901 7688		

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
----------------	-----------	-----------	----------------	------------------------	--------	------------------	----	------------------------

10 YEAR MAKE MODEL V.I.N.

11 MOTOR VEHICLE

12 GENERAL COLLATERAL DESCRIPTION REGISTERING AGENT

13 INVESTMENT PROPERTY, INSTRUMENTS, MONEY, INSURANCE PROCEEDS AND

14 INTANGIBLES (AS EACH SUCH TERM IS DEFINED IN THE PERSONAL PROPERTY

15 SECURITY ACT)) DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH

16

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 53

RUN NUMBER : 334
RUN DATE : 2021/11/30
ID : 20211130092257.39
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NATIONAL STRUCTURES 2011 INC.
FILE CURRENCY : 29NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 758203731

CAUTION FILING PAGE NO. OF FILING TOTAL OF PAGES MOTOR VEHICLE SCHEDULE REGISTRATION NUMBER REGISTERED UNDER REGISTRATION PERIOD

01 005 5 20191203 1327 1901 7688

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER MOTOR VEHICLE INCLUDED AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL ANY OF THE ABOVE COLLATERAL OR ANY PROCEEDS THEREOF.

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

17

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 54

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 54

RUN NUMBER : 334
RUN DATE : 2021/11/30
ID : 20211130092257.39

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NATIONAL STRUCTURES 2011 INC.
FILE CURRENCY : 29NOV 2021
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
756605016

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20191017 1211 1902 6775	P PPSA	06

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME NATIONAL STRUCTURES 2011 INC

04 ADDRESS 15 KELLWOOD CRESANT NAPANEE ONTARIO CORPORATION NO.
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ON K7R 4A1

05 DEBTOR

06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / JOHN DEERE FINANCIAL INC.
LIEN CLAIMANT

09 ADDRESS 3430 SUPERIOR COURT OAKVILLE ON L6L 0C4

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
		X		X				

10 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING AGENT ESC CORPORATE SERVICES LTD.

17 ADDRESS 201-1325 POLSON DRIVE VERNON BC V1T 8H2
*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 55

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 55

RUN NUMBER : 334
RUN DATE : 2021/11/30
ID : 20211130092257.39
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NATIONAL STRUCTURES 2011 INC.
FILE CURRENCY : 29NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 755095077

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 001 4 20190904 1257 1901 4651 P PPSA 07
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR
03 NAME BUSINESS NAME NATIONAL STRUCTURES 2011 INC

ONTARIO CORPORATION NO.
ON K7R 4A1

04 ADDRESS 15 KELLWOOD CRESCENT NAPANEE
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR
06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS
08 SECURED PARTY / LIEN CLAIMANT LBEL INC.

09 ADDRESS 5035 SOUTH SERVICE ROAD BURLINGTON ON L7L 6M9

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED Maturity OR Maturity DATE
X X X X X

10 YEAR MAKE MODEL V.I.N.
11 MOTOR 2020 KENWORTH T880 1XKZDP0X1LJ965695

12 VEHICLE
13 GENERAL (1) 2020 KENWORTH T880 TRUCK S/N 1XKZDP0X1LJ965695 IN ADDITION TO
14 COLLATERAL THE COLLATERAL AND OTHER GOODS SPECIFICALLY DESCRIBED IN THIS
15 DESCRIPTION FINANCING STATEMENT, THE COLLATERAL INCLUDES ALL PRESENT AND FUTURE
16 REGISTERING ESC CORPORATE SERVICES LTD.

17 ADDRESS 201-1325 POLSON DRIVE VERNON BC V1T 8H2

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 56

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 56

RUN NUMBER : 334
RUN DATE : 2021/11/30
ID : 20211130092257.39

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NATIONAL STRUCTURES 2011 INC.
FILE CURRENCY : 29NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 755095077

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 002 4 20190904 1257 1901 4651

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

04

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

07

08 SECURED PARTY /
LIEN CLAIMANT

ADDRESS

09

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL PARTS, ATTACHMENTS, ACCESSORIES, REPLACEMENTS, ADDITIONS, AND

14 COLLATERAL ACCESSIONS RELATED THERETO OR INSTALLED THEREON, AND ALL PROCEEDS (AS

15 DESCRIPTION DEFINED BELOW) OF OR RELATING TO ANY OF THE FOREGOING. PROCEEDS

16 REGISTERING

AGENT

17

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 57

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 57

RUN NUMBER : 334
RUN DATE : 2021/11/30
ID : 20211130092257.39

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NATIONAL STRUCTURES 2011 INC.
FILE CURRENCY : 29NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 755095077

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 003 4 20190904 1257 1901 4651

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

04

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

07

08 SECURED PARTY /
LIEN CLAIMANT

ADDRESS

09

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL ALL PROCEEDS OF ANY OF THE ABOVE COLLATERAL IN ANY FORM (INCLUDING,
14 COLLATERAL WITHOUT LIMITATION, GOODS, DOCUMENTS OF TITLE, CHATTEL PAPER,
15 DESCRIPTION INVESTMENT PROPERTY, INSTRUMENTS, MONEY, INSURANCE PROCEEDS AND
16 REGISTERING

AGENT

17

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 58

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 58

RUN NUMBER : 334
RUN DATE : 2021/11/30
ID : 20211130092257.39
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NATIONAL STRUCTURES 2011 INC.
FILE CURRENCY : 29NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

755095077

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

004 4 20190904 1257 1901 4651

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY / LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

YEAR MAKE MODEL V.I.N.

MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION REGISTERING AGENT
INTANGIBLES (AS EACH SUCH TERM IS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT)) DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH ANY OF THE ABOVE COLLATERAL OR ANY PROCEEDS THEREOF.

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 59

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 59

RUN NUMBER : 334
RUN DATE : 2021/11/30
ID : 20211130092257.39
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NATIONAL STRUCTURES 2011 INC.
FILE CURRENCY : 29NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

** THIS REGISTRATION HAS BEEN DISCHARGED **

FILE NUMBER

754492194

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

001 1

20190816 1152 1532 4214

P PPSA

05

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR

NAME BUSINESS NAME

NATIONAL STRUCTURES 2011 INC.

ONTARIO CORPORATION NO.

ADDRESS

15 KELLWOOD CRES

NAPANEE

ON K7R4A1

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR

NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /
LIEN CLAIMANT

FORD CREDIT CANADA COMPANY

ADDRESS

PO BOX 2400

EDMONTON

AB T5J 5C7

COLLATERAL CLASSIFICATION

CONSUMER

MOTOR VEHICLE

AMOUNT

DATE OF

NO FIXED

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

INCLUDED

MATURITY

OR

MATURITY DATE

X

X

X

X

YEAR MAKE

MODEL

V.I.N.

MOTOR 2019 FORD

F250

1FT7W2BT5KEE47493

VEHICLE

GENERAL

COLLATERAL

DESCRIPTION

REGISTERING

D + H LIMITED PARTNERSHIP

AGENT

ADDRESS

2 ROBERT SPECK PARKWAY, 15TH FLOOR

MISSISSAUGA

ON

L4Z 1H8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 60

RUN NUMBER : 334
RUN DATE : 2021/11/30
ID : 20211130092257.39

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NATIONAL STRUCTURES 2011 INC.
FILE CURRENCY : 29NOV 2021

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING PAGE NO. OF PAGES TOTAL MOTOR VEHICLE SCHEDULE REGISTRATION NUMBER REGISTERED UNDER
01 001 1 20211117 1006 1532 2134

21 RECORD FILE NUMBER 754492194
REFERENCED
PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED RENEWAL CORRECT
C DISCHARGE YEARS PERIOD

22 FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE
24 DEBTOR/ BUSINESS NAME NATIONAL STRUCTURES 2011 INC.
TRANSFEROR

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION

28
02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR/

03/ TRANSFEREE BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08
09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT MATURITY OR MATURITY DATE

10 YEAR MAKE MODEL V.I.N.

11 MOTOR
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR D + H LIMITED PARTNERSHIP
17 SECURED PARTY/ ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON L4Z 1H8
LIEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

PROVINCE OF ONTARIO
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ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
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RUN NUMBER : 334
RUN DATE : 2021/11/30
ID : 20211130092257.39
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NATIONAL STRUCTURES 2011 INC.
FILE CURRENCY : 29NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 754455105

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 001 1 20190815 1304 1532 2658 P PPSA 05

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR
03 NAME BUSINESS NAME NATIONAL STRUCTURES 2011 INC.

ONTARIO CORPORATION NO.
ON K7R4A1

04 ADDRESS 15 KELWOOD CRESCENT NAPANEE
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR
06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS
08 SECURED PARTY / FORD CREDIT CANADA COMPANY
LIEN CLAIMANT

09 ADDRESS PO BOX 2400 EDMONTON AB T5J 5C7

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 X X X
11 MOTOR YEAR MAKE 2019 FORD MODEL F150 V.I.N. 1FTFX1E52KKE26182

12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING
AGENT

D + H LIMITED PARTNERSHIP

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

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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PROVINCE OF ONTARIO
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RUN NUMBER : 334
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 ID : 20211130092257.39
 TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : NATIONAL STRUCTURES 2011 INC.
 FILE CURRENCY : 29NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 753167079

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01	001	1		20190709 1449 1532 9323	P PPSA	04
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DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

02 DEBTOR

03 NAME BUSINESS NAME NATIONAL STRUCTURES 2011 INC.

ONTARIO CORPORATION NO.
 ON K7R4A1

04 ADDRESS 15 KELLWOOD CRES NAPANEE

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT FORD CREDIT CANADA COMPANY

09 ADDRESS PO BOX 2400 EDMONTON AB T5J 5C7

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
		X		X	X				X

11 MOTOR	YEAR MAKE	MODEL	V.I.N.
12 VEHICLE	2016 FORD	F150	1FTFX1EF2GKF00720

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING AGENT D + H LIMITED PARTNERSHIP

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

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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PROVINCE OF ONTARIO
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RUN NUMBER : 334
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NATIONAL STRUCTURES 2011 INC.
FILE CURRENCY : 29NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 752142798

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
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01 001 1 20190610 1351 1532 5277 P PPSA 05

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME NATIONAL STRUCTURES 2011 INC.

ONTARIO CORPORATION NO.

04 ADDRESS 15 KELLWOOD CRES

NAPANEE

ON K7R4A1

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / FORD CREDIT CANADA COMPANY
LIEN CLAIMANT

09 ADDRESS PO BOX 2400

EDMONTON

AB T5J 5C7

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
10 X X X X

YEAR MAKE MODEL V.I.N.
11 MOTOR 2019 FORD F150 1FTEX1E51KKD09771

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING D + H LIMITED PARTNERSHIP
AGENT

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

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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PROVINCE OF ONTARIO
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NATIONAL STRUCTURES 2011 INC.
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FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 751958199

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 001 1 20190605 0907 1532 5707 P PPSA 05

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME NATIONAL STRUCTURES 2011 INC.

ONTARIO CORPORATION NO.

04 ADDRESS 15 KELWOOD CRESCENT NAPANEE ON K7R4A1

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / FORD CREDIT CANADA COMPANY
LIEN CLAIMANT

09 ADDRESS PO BOX 2400 EDMONTON AB T5J 5C7

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
X X X X

10 YEAR MAKE MODEL V.I.N.
11 MOTOR 2019 FORD F150 1FTFX1E52KKD01795

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING D + H LIMITED PARTNERSHIP
AGENT

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

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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PROVINCE OF ONTARIO
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TYPE OF SEARCH : BUSINESS DEBTOR
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FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 751525254

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 001 1 20190524 0816 1532 8351 P PPSA 04

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME NATIONAL STRUCTURES 2011 INC.

ONTARIO CORPORATION NO.

04 ADDRESS 15 KELWOOD CRESCENT NAPANEE ON K7R4A1

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / FORD CREDIT CANADA COMPANY
LIEN CLAIMANT

09 ADDRESS PO BOX 2400 EDMONTON AB T5J 5C7

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 X X X X

YEAR MAKE MODEL V.I.N.
11 MOTOR 2015 FORD F150 1FTEW1EF1FFB35274

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING D + H LIMITED PARTNERSHIP

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

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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PROVINCE OF ONTARIO
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TYPE OF SEARCH : BUSINESS DEBTOR
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FILE CURRENCY : 29NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

** THIS REGISTRATION HAS BEEN DISCHARGED **

FILE NUMBER

00 746891991

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 001 1 20181217 1145 1532 9100 P PPSA 03

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME NATIONAL STRUCTURES 2011 INC.

ONTARIO CORPORATION NO.

04 ADDRESS 15 KELLWOOD CRES NAPANEE ON K7R4A1

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / FORD CREDIT CANADA LEASING, DIVISION OF CANADIAN ROAD LEASING COMPANY
LIEN CLAIMANT

09 ADDRESS PO BOX 2400 EDMONTON AB T5J 5C7

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 X X X X

11 YEAR MAKE MODEL V.I.N.
MOTOR 2019 FORD EXPLR 1FM5K8D8XKGA47847

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING D + H LIMITED PARTNERSHIP

17 ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON L4J 1H8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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PROVINCE OF ONTARIO
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RUN DATE : 2021/11/30
ID : 20211130092257.39

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NATIONAL STRUCTURES 2011 INC.
FILE CURRENCY : 29NOV 2021

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	1		20211117 1029 1532 2506	
21	RECORD FILE NUMBER	746891991			
	REFERENCED				
	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD

C DISCHARGE	INITIAL	SURNAME
22		
23	FIRST GIVEN NAME	

REFERENCE	BUSINESS NAME	NATIONAL STRUCTURES 2011 INC.
24	DEBTOR/ TRANSFEROR	
25	OTHER CHANGE	
26	REASON/	
27	DESCRIPTION	

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/			
05	DEBTOR/		

BUSINESS NAME	ONTARIO CORPORATION NO.
03/ TRANSFEREE	
06	
04/07	

ADDRESS
29
ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

ADDRESS
08
09
COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10								
	YEAR	MAKE		MODEL		V.I.N.		

MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION	REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT	ADDRESS	D + H LIMITED PARTNERSHIP	2 ROBERT SPECK PARKWAY, 15TH FLOOR	MISSISSAUGA	ON	L4Z 1H8
11							
12							
13							
14							
15							
16							
17							

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

PROVINCE OF ONTARIO
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ID : 20211130092257.39

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NATIONAL STRUCTURES 2011 INC.
FILE CURRENCY : 29NOV 2021
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 741587436

CAUTION FILING PAGE NO. OF TOTAL PAGES MOTOR VEHICLE SCHEDULE REGISTRATION NUMBER REGISTERED UNDER PERIOD
01 001 1 20180713 1358 1902 3191 P PPSA 07

DEBTOR NAME BUSINESS NAME NATIONAL STRUCTURES 2011 INC
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
02 DEBTOR
03 NAME BUSINESS NAME NATIONAL STRUCTURES 2011 INC
04 ADDRESS 15 KELLWOOD CRESANT NAPANEE ONTARIO CORPORATION NO. ON K7R 4A1

DEBTOR NAME BUSINESS NAME
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR 14FEB1973 BRADLEY J WILSON
06 NAME BUSINESS NAME

DEBTOR NAME BUSINESS NAME
ADDRESS 2139 FISH LAKE RD RR 2 DEMORESTVILLE ONTARIO CORPORATION NO. ON K0K 1W0
07 DEBTOR
08 SECURED PARTY / LIEN CLAIMANT JOHN DEERE FINANCIAL INC.

DEBTOR NAME BUSINESS NAME
ADDRESS 3430 SUPERIOR COURT OAKVILLE ON L6L 0C4
09 COLLATERAL CLASSIFICATION

CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER MOTOR VEHICLE INCLUDED AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE
10 X X X 65052 09JUL2024

YEAR MAKE MODEL V.I.N.
11 MOTOR 2018 JOHN DEERE 1025FLV 1LV1025RTJJ153342
12 VEHICLE 2018 JOHN DEERE 1025FLV 1LV1025RVJJ153350

GENERAL COLLATERAL DESCRIPTION REGISTERING AGENT

AVS SYSTEMS INC.
ADDRESS 201 - 1325 POLSON DR. VERNON BC V1T 8H2

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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PROVINCE OF ONTARIO
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ID : 20211130092257.39

TYPE OF SEARCH : BUSINESS DEBTOR
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FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 740369997

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 001 1 20180611 1425 1532 5449 P PPSA 05

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME NATIONAL STRUCTURES 2011 INC.

ONTARIO CORPORATION NO.

04 ADDRESS 15 KELLWOOD CRES NAPANEE ON K7R4A1

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / FORD CREDIT CANADA COMPANY
LIEN CLAIMANT

09 ADDRESS PO BOX 2400 EDMONTON AB T5J 5C7

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 X X X X

11 MOTOR YEAR MAKE 2018 FORD MODEL ESCAPE V.I.N. 1FMCU9GD7JUC22278

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING D + H LIMITED PARTNERSHIP

17 ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON L4J 1H8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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PROVINCE OF ONTARIO
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RUN DATE : 2021/11/30
ID : 20211130092257.39

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NATIONAL STRUCTURES 2011 INC.
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FILE NUMBER

00 739788534

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 001 1 20180528 1100 1532 2254 P PPSA 05

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME NATIONAL STRUCTURES 2011 INC.

ONTARIO CORPORATION NO.

04 ADDRESS 15 KELWOOD CRESCENT NAPANEE ON K7R4A1

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / FORD CREDIT CANADA COMPANY
LIEN CLAIMANT

09 ADDRESS PO BOX 2400 EDMONTON AB T5J 5C7

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED Maturity OR Maturity DATE
10 X X X X

YEAR MAKE MODEL V.I.N.
11 MOTOR 2018 FORD F150 1FTFX1E58JKE19963

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING D + H LIMITED PARTNERSHIP
AGENT

17 ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON L4J 1H8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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PROVINCE OF ONTARIO
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ID : 20211130092257.39

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NATIONAL STRUCTURES 2011 INC.
FILE CURRENCY : 29NOV 2021
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
737302275

01 CAUTION FILING PAGE NO. OF FILING TOTAL OF PAGES MOTOR VEHICLE SCHEDULE REGISTRATION NUMBER REGISTERED UNDER PERIOD
01 003 20180315 1643 8077 9799 P PPSA 6

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME NATIONAL STRUCTURES 2011 INC ONTARIO CORPORATION NO.
04 ADDRESS 2139 FISHLAKE ROAD DEMORESTVILLE ON KOK 1W0
05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME ONTARIO CORPORATION NO.
07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT RCAP LEASING INC.
09 ADDRESS 5575 NORTH SERVICE RD, STE 300 BURLINGTON ON L7L 6M1

COLLATERAL CLASSIFICATION
CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER MOTOR VEHICLE INCLUDED AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE
10 X X X X

11 MOTOR YEAR MAKE 2018 FLOAT KING MODEL 3102-35 V.I.N. 2T9PSG3V4J0660122

12 VEHICLE
13 GENERAL ALL EQUIPMENT FROM TIME TO TIME LEASED BY THE SECURED PARTY TO
14 COLLATERAL THE DEBTOR AS DESCRIBED ON LEASES, CONDITIONAL SALES AGREEMENTS AND
15 DESCRIPTION ANY OTHER FINANCING AGREEMENTS ENTERED INTO BETWEEN THE SECURED
16 REGISTERING REGISTRY = RECOVERY INC.

17 ADDRESS 1551 THE QUEENSWAY TORONTO ON M8Z 1T5
*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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PROVINCE OF ONTARIO
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FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 737302275

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
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01 02 003 20180315 1643 8077 9799

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

04

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

ADDRESS

09

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10

YEAR MAKE MODEL V.I.N.

11 MOTOR
12 VEHICLE

13 GENERAL PARTY AND THE DEBTOR FROM TIME TO TIME AND ANY PROCEEDS THEREOF,
14 COLLATERAL TOGETHER WITH ALL REPLACEMENT PARTS, ACCESSORIES AND ATTACHMENTS.1)

15 DESCRIPTION NEW 2018 FLOAT KING 35 TON TRIAXLE PAVER MODEL 3102-35 SN

16 REGISTERING
AGENT

ADDRESS

17

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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PROVINCE OF ONTARIO
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ID : 20211130092257.39

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NATIONAL STRUCTURES 2011 INC.
FILE CURRENCY : 29NOV 2021

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FILE NUMBER

00 737302275

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 03 003 20180315 1643 8077 9799

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

04

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

07

08 SECURED PARTY /
LIEN CLAIMANT

ADDRESS

09

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL 2T9PSG3V4J0660122 WITH TIRES

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

17

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 74

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 74

RUN NUMBER : 334
RUN DATE : 2021/11/30
ID : 20211130092257.39
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NATIONAL STRUCTURES 2011 INC.
FILE CURRENCY : 29NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 735594165

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 001 1 20180111 1156 6005 8954 P PPSA 06

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME NATIONAL STRUCTURES 2011 INC.

ONTARIO CORPORATION NO.

04 ADDRESS 2139 FISHLAKE ROAD DEMORESTVILLE ON KOK 1W0

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR 14FEB1973 BRAD WILSON

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS 2139 FISHLAKE ROAD DEMORESTVILLE ON KOK 1W0

08 SECURED PARTY / NATIONAL LEASING GROUP INC.
LIEN CLAIMANT

09 ADDRESS 1525 BUFFALO PLACE (2853696) WINNIPEG MB R3T 1L9

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 X X

YEAR MAKE MODEL V.I.N.

11 MOTOR 2008 KOMATSU PC228USLC-3E0 HYDAU KMTPC161P02040897

12 VEHICLE

13 GENERAL ASSET IS A HYDRAULIC EXCAVATOR AND COMES WITH HYDRAULIC THUMB,
14 COLLATERAL HYDRAULIC COUPLER AND EXCAVATION BUCKET. AGREEMENT NUMBER 2853696.

15 DESCRIPTION

16 REGISTERING

AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 75

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 75

RUN NUMBER : 334
RUN DATE : 2021/11/30
ID : 20211130092257.39

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NATIONAL STRUCTURES 2011 INC.
FILE CURRENCY : 29NOV 2021

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	1		20180115 1553 6005 9091	
21	RECORD FILE NUMBER	735594165			
	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD

	FIRST GIVEN NAME	INITIAL	SURNAME
22			

REFERENCE	DEBTOR/ TRANSFEROR	BUSINESS NAME	NATIONAL STRUCTURES 2011 INC
23			
24			

25 OTHER CHANGE
26 REASON/ MOTOR VEHICLE DESCRIPTION BELOW IS ADDED TO THE REGISTRATION.
27 DESCRIPTION AGREEMENT NUMBER 2853696.

02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05				

03/	TRANSFeree	BUSINESS NAME	ONTARIO CORPORATION NO.
06			

04/07	ADDRESS
29	

08	ADDRESS
09	

COLLATERAL CLASSIFICATION	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10			X		X			

	YEAR	MAKE	MODEL	V.I.N.
11	2006	KOMATSU	PC228USLC-3 EXCAVAT	KMTPC057T02030451

12	GENERAL DESCRIPTION	16 REGISTERING AGENT OR	17 SECURED PARTY/ LIEN CLAIMANT	ADDRESS	WINNIPEG	MB	R3T 1L9
13		NATIONAL LEASING GROUP INC.		1525 BUFFALO PLACE (2853696)			

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 76

RUN NUMBER : 334
RUN DATE : 2021/11/30
ID : 20211130092257.39

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NATIONAL STRUCTURES 2011 INC.
FILE CURRENCY : 29NOV 2021

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	1		20180115 1555 6005 9092	
21	RECORD FILE NUMBER	735594165			
	REFERENCED				
	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD

F PART DISCH	INITIAL	SURNAME
22		
	FIRST GIVEN NAME	

23	REFERENCE		
24	DEBTOR/ BUSINESS NAME	NATIONAL STRUCTURES 2011 INC	
	TRANSFEROR		
25	OTHER CHANGE		
26	REASON/		
27	DESCRIPTION		

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/			
05	DEBTOR/		

03/	TRANSFEEE BUSINESS NAME			
06				ONTARIO CORPORATION NO.
04/07	ADDRESS			

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

09 ADDRESS

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10							

YEAR	MAKE	MODEL	V.I.N.
11	MOTOR 2008 KOMATSU	PC228USLC-3EO HYDAU	KMTPC161P02040897

12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16	REGISTERING AGENT OR	NATIONAL LEASING GROUP INC.		
17	SECURED PARTY/ ADDRESS	1525 BUFFALO PLACE (2853696)	WINNIPEG	MB R3T 1L9
	LIEN CLAIMANT			

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 77

RUN NUMBER : 334
RUN DATE : 2021/11/30
ID : 20211130092257.39

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NATIONAL STRUCTURES 2011 INC.
FILE CURRENCY : 29NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 732346731

CAUTION FILING PAGE NO. OF FILING TOTAL PAGES MOTOR VEHICLE SCHEDULE REGISTRATION NUMBER REGISTERED UNDER PERIOD

01 01 001 20170927 1433 1530 3741 P PPSA 5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR NAME BUSINESS NAME NATIONAL STRUCTURES 2011 INC.

ONTARIO CORPORATION NO.
ON K7R 4A1

04 ADDRESS 15 KELWOOD CRESCENT NAPANEE
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT FORD CREDIT CANADA COMPANY

09 ADDRESS PO BOX 2400 EDMONTON AB T5J 5C7

COLLATERAL CLASSIFICATION

CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER MOTOR VEHICLE INCLUDED AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE

10 X X X V.I.N. 1FTEW1EFXHKD84859

11 MOTOR YEAR MAKE 2017 FORD

12 VEHICLE GENERAL DESCRIPTION

13 REGISTERING AGENT CANADIAN SECURITIES REGISTRATION SYSTEMS

17 ADDRESS 4126 NORLAND AVENUE BURNABY BC V5G 3S8
*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 78

RUN NUMBER : 334
RUN DATE : 2021/11/30
ID : 20211130092257.39

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NATIONAL STRUCTURES 2011 INC.
FILE CURRENCY : 29NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 731262753

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 001 1 20170825 1716 9161 0777 P PPSA 20

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME NATIONAL STRUCTURES 2011 INC.

ONTARIO CORPORATION NO.

04 ADDRESS 15 KELLWOOD CRESENT NAPANEE ON K7R 4A1

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / BUSINESS DEVELOPMENT BANK OF CANADA
LIEN CLAIMANT

09 ADDRESS 201-1000 GARDINERS ROAD, BOX 265 KINGSTON ON K7L 4V8

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 X X X X X

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL GENERAL SECURITY AGREEMENT

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING ROBERT MARTIN - HARDTMAN & MARTIN

AGENT

17 ADDRESS 202-11 PRINCESS ST, PO BOX 879 KINGSTON ON K7L 4X8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 79

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 79

RUN NUMBER : 334
RUN DATE : 2021/11/30
ID : 20211130092257.39

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NATIONAL STRUCTURES 2011 INC.
FILE CURRENCY : 29NOV 2021

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED
FILING NO. OF PAGES SCHEDULE NUMBER UNDER
01 001 1 20170825 1724 9161 0779

21 RECORD FILE NUMBER 731262753
REFERENCED

PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED RENEWAL CORRECT
YEARS PERIOD
22 B RENEWAL 11
FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE
24 DEBTOR/ BUSINESS NAME NATIONAL STRUCTURES 2011 INC.
TRANSFEROR

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME

04/07 ADDRESS

ONTARIO CORPORATION NO.

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT MATURITY OR MATURITY DATE

10 YEAR MAKE MODEL V.I.N.

11 MOTOR
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR ROBERT MARTIN - HARDTMAN & MARTIN
17 SECURED PARTY/ ADDRESS 202-11 PRINCESS ST, PO BOX 879 KINGSTON ON K7L 4X8
LIEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 80

RUN NUMBER : 334
RUN DATE : 2021/11/30
ID : 20211130092257.39

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NATIONAL STRUCTURES 2011 INC.
FILE CURRENCY : 29NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 728732673

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 001 3 20170614 1348 1902 2875 P PPSA 06

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME NATIONAL STRUCTURES 2011 INC.

ONTARIO CORPORATION NO.

04 ADDRESS 2139 FISHLAKE DEMORESTVILLE ON KOK 1W0

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / MERIDIAN ONECAP CREDIT CORP.
LIEN CLAIMANT

09 ADDRESS SUITE 1500, 4710 KINGSWAY BURNABY BC V5H 4M2

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 X X

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL (1)2017 NEW CHASSIS MODEL BW1200 S/N 050317111 (1) 2017 BLAST HEAD

14 COLLATERAL MODEL BH12 S/N 1792 TOGETHER WITH ALL ATTACHMENTS ACCESSORIES

15 DESCRIPTION ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS

16 REGISTERING AVS SYSTEMS INC.

AGENT

17 ADDRESS 201 - 1325 POLSON DR. VERNON BC V1T 8H2

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 81

RUN NUMBER : 334
RUN DATE : 2021/11/30
ID : 20211130092257.39

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NATIONAL STRUCTURES 2011 INC.
FILE CURRENCY : 29NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
728732673

01 CAUTION FILING PAGE NO. OF TOTAL PAGES MOTOR VEHICLE SCHEDULE REGISTRATION NUMBER REGISTERED UNDER REGISTRATION PERIOD
002 3 20170614 1348 1902 2875

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME ONTARIO CORPORATION NO.

04 ADDRESS DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR NAME BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

10 COLLATERAL CLASSIFICATION CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER MOTOR VEHICLE INCLUDED AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE
13 GENERAL THERE TO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY
14 COLLATERAL FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN
15 DESCRIPTION INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES
16 REGISTERING AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 82

RUN NUMBER : 334
RUN DATE : 2021/11/30
ID : 20211130092257.39

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NATIONAL STRUCTURES 2011 INC.
FILE CURRENCY : 29NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 728732673

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 003 3 20170614 1348 1902 2875

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

04

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

07

08 SECURED PARTY /
LIEN CLAIMANT

ADDRESS

09

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

17

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 83

RUN NUMBER : 334
RUN DATE : 2021/11/30
ID : 20211130092257.39

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NATIONAL STRUCTURES 2011 INC.
FILE CURRENCY : 29NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 708455808

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 01 001 20150728 1404 1462 6132 P PPSA 10

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME NATIONAL STRUCTURES 2011 INC.

ONTARIO CORPORATION NO.

04 ADDRESS 2139 FISH LAKE ROAD DEMORESTVILLE ON K0K1W0

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

07 SECURED PARTY / TRISURA GUARANTEE INSURANCE COMPANY

LIEN CLAIMANT

09 ADDRESS 333 BAY STREET SUITE 1610, BOX 22 TORONTO ON M5H2R2

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 X X X X X X X

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING TRISURA GUARANTEE INSURANCE COMPANY

AGENT

17 ADDRESS 333 BAY STREET SUITE 1610, BOX 22 TORONTO ON M5H2R2

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 84

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

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PAGE : 84

RUN NUMBER : 334
RUN DATE : 2021/11/30
ID : 20211130092257.39

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NATIONAL STRUCTURES 2011 INC.
FILE CURRENCY : 29NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN
FILE NUMBER

00 693552384

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	01	004		20140203 1441 1530 0453	P PPSA	5

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR NAME BUSINESS NAME NATIONAL STRUCTURES 2011 INC.

03 ADDRESS 27 JOHN MARTIN CR MILLGROVE ON L0R 1V0
04 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR NAME BUSINESS NAME

06 ADDRESS
07 SECURED PARTY / LIEN CLAIMANT ROYAL BANK OF CANADA
08 ADDRESS 36 YORK MILLS ROAD 4TH FLR TORONTO ON M2P 0A4
09 COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
X	X	X	X	X	X				

10 YEAR MAKE MODEL V.I.N.

11 MOTOR VEHICLE
12 GENERAL DESCRIPTION THE ACQUIRED PERSONAL PROPERTY INCLUDING, WITHOUT LIMITATION, IN ALL
13 COLLATERAL DESCRIPTION MONEY AND SECURITIES NOW OWNED OR HEREAFTER OWNED OR ACQUIRED BY OR
14 REGISTERING AGENT CANADIAN SECURITIES REGISTRATION SYSTEMS

15 ADDRESS 4126 NORLAND AVENUE BURNABY BC V5G 3S8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 85

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 85

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RUN DATE : 2021/11/30
ID : 20211130092257.39

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NATIONAL STRUCTURES 2011 INC.
FILE CURRENCY : 29NOV 2021
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
693552384
01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
02 004 20140203 1441 1530 0453

02 DEBTOR
03 NAME BUSINESS NAME
04 ADDRESS
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
ONTARIO CORPORATION NO.

05 DEBTOR
06 NAME BUSINESS NAME
07 ADDRESS
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
ONTARIO CORPORATION NO.

08 SECURED PARTY /
LIEN CLAIMANT
09 ADDRESS
COLLATERAL CLASSIFICATION

10 CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
YEAR MAKE MODEL V.I.N.

11 MOTOR
12 VEHICLE
13 GENERAL ON BEHALF OF DEBTOR AND ALL PROCEEDS AND RENEWALS THEREOF,
14 COLLATERAL ACCRETIONS THERETO AND SUBSTITUTIONS THEREFOR, AND INCLUDING,
15 DESCRIPTION WITHOUT LIMITATION, ALL OF THE FOLLOWING NOW OWNED OR HEREAFTER
16 REGISTERING
AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
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ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 86

RUN NUMBER : 334
RUN DATE : 2021/11/30
ID : 20211130092257.39

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NATIONAL STRUCTURES 2011 INC.
FILE CURRENCY : 29NOV 2021
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
693552384

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
03 004 20140203 1441 1530 0453

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME ONTARIO CORPORATION NO.

04 ADDRESS DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR NAME BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

10 CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

11 YEAR MAKE MODEL V.I.N.

12 MOTOR VEHICLE
13 GENERAL OWNED OR ACQUIRED BY OR ON BEHALF OF DEBTOR, ALL INVENTORY, ALL
14 COLLATERAL EQUIPMENT, ALL DEBTS, ALL DEEDS, DOCUMENTS, WRITINGS, PAPERS, BOOKS
15 DESCRIPTION OF ACCOUNT AND OTHER BOOKS RELATING TO OR BEING RECORDS OF DEBTS,
16 REGISTERING AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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PROVINCE OF ONTARIO
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REPORT : PSSR060
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RUN NUMBER : 334
RUN DATE : 2021/11/30
ID : 20211130092257.39

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NATIONAL STRUCTURES 2011 INC.
FILE CURRENCY : 29NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

693552384

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

04 004 20140203 1441 1530 0453
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /
LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

YEAR MAKE MODEL V.I.N.

MOTOR

VEHICLE

GENERAL CHATTEL PAPER OR DOCUMENTS OF TITLE, ALL CONTRACTUAL RIGHTS AND
COLLATERAL INSURANCE CLAIMS AND ALL GOODWILL, PATENTS, TRADEMARKS, COPYRIGHTS,
DESCRIPTION AND OTHER INDUSTRIAL PROPERTY.

REGISTERING
AGENT

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 88

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 88

RUN NUMBER : 334
RUN DATE : 2021/11/30
ID : 20211130092257.39

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NATIONAL STRUCTURES 2011 INC.
FILE CURRENCY : 29NOV 2021

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED
FILING NO. OF PAGES SCHEDULE NUMBER UNDER
01 01 001 20181228 1438 1530 5754

21 RECORD FILE NUMBER 693552384
REFERENCED
PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED RENEWAL CORRECT
YEARS PERIOD

22 X B RENEWAL 5
FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE
24 DEBTOR/ BUSINESS NAME NATIONAL STRUCTURES 2011 INC.
TRANSFEROR

25 OTHER CHANGE
26 REASON/

27 DESCRIPTION
28

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR/

03/ TRANSFEREE BUSINESS NAME
06

ONTARIO CORPORATION NO.

04/07 ADDRESS

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08 ADDRESS
09

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT MATURITY OR MATURITY DATE

10 YEAR MAKE MODEL V.I.N.

11 MOTOR
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT OR CANADIAN SECURITIES REGISTRATION SYSTEMS
17 SECURED PARTY/ ADDRESS 4126 NORLAND AVENUE BURNABY BC V5G 3S8
LIEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 89

RUN NUMBER : 334
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FILE CURRENCY : 29NOV 2021

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
778089177	20211109 1623 1590 3748			
777982185	20211105 0947 1092 6820			
777998025	20211105 1448 1092 6821			
773169984	20210604 1420 1901 7926			
773016516	20210601 1112 1902 2247	20210602 1345 1902 2736		
772137558	20210503 1715 1902 4949			
769954392	20210218 1034 8077 1960			
761761953	20200506 1959 1902 5855			
761684895	20200501 1005 1462 3676			
761595741	20200424 1413 1902 4262			
761560857	20200422 1006 1462 0289			
761226651	20200325 1330 6005 8760			
760084605	20200212 1705 1462 9729			
758827566	20191223 1845 5064 0658	20191227 1648 5064 0702	20191227 1651 5064 0703	
758203731	20191203 1327 1901 7688			
756605016	20191017 1211 1902 6775			
755095077	20190904 1257 1901 4651			
754492194	20190816 1152 1532 4214	20211117 1006 1532 2134		
754455105	20190815 1304 1532 2658			
753167079	20190709 1449 1532 9323			
752142798	20190610 1351 1532 5277			
751958199	20190605 0907 1532 5707			
751525254	20190524 0816 1532 8351			
746891991	20181217 1145 1532 9100	20211117 1029 1532 2506		
741587436	20180713 1358 1902 3191			
740369997	20180611 1425 1532 5449			
739788534	20180528 1100 1532 2254			
737302275	20180315 1643 8077 9799			
735594165	20180111 1156 6005 8954	20180115 1553 6005 9091	20180115 1555 6005 9092	
732346731	20170927 1433 1530 3741			

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
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INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
731262753	20170825 1716 9161 0777	20170825 1724 9161 0779		
728732673	20170614 1348 1902 2875			
708455808	20150728 1404 1462 6132			
693552384	20140203 1441 1530 0453	20181228 1438 1530 5754		

43 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.

This is Exhibit "H" referred to in the Affidavit of Jerry C. Tsao sworn by Jerry C. Tsao at the City of Toronto, in the Province of Ontario, before me on December 6, 2021 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

Roxanne Rejeanne Alexina Chapman, a
Commissioner, etc., Province of Ontario, for
Soloway Wright LLP, Barristers and Solicitors.
Expires July 13, 2023.



Soloway Wright LLP
700 - 427 Laurier Avenue West
Ottawa ON K1R 7Y2

T: 613.236.0111 | 1.866.207.5880
F: 613.238.8507
www.solowaywright.com

André A. Ducasse
Partner

Direct line: 613.782.3225
Email address: aducasse@solowaywright.com

FILE NO: 50028-1114

BY COURIER, REGULAR MAIL
AND EMAIL (mharris@nationalstructures.ca and bwilson@nationalstructures.ca)

May 11, 2021

National Structures 2011 Inc.
15 Kellwood Crescent
Napanea, ON K7R 4A1

Dear Sir, Madam:

Re: Indebtedness to Royal Bank of Canada

We are the lawyers for Royal of Canada (the "Bank"). National Structures 2011 Inc. (the "Company") is indebted to the Bank as of May 10, 2021, in respect of the following (subject to change and errors and omissions excluded):

Facility	Loan No.	Amount Outstanding	Interest
Visa Credit Card	**** * 4930	\$300.91	19.99%
Visa Credit Card	**** * 2370	\$1,588.43	19.99%
Visa Credit Card	**** * 9977	\$1,006.82	19.99%
Visa Credit Card	**** * 5906	\$12.00	19.99%
Visa Credit Card	**** * 2907	\$21,660.41	19.99%
Visa Credit Card	**** * 2584	\$7,603.46	19.99%
Royal Credit Line	14637 55593073 001	\$701,373.34	\$80.55 (per diem)
Term Loan	14637 55593073 002	\$5,011.16	\$68.00 (per diem)

The foregoing indebtedness owed to the Bank by the Company as of May 10, 2021 is therefore the aggregate amount of **\$738,556.53**, plus ongoing interest and costs, fees and disbursements incurred by the Bank (the "Indebtedness").

Ottawa Office

700 - 427 Laurier Avenue West, Ottawa ON K1R 7Y2
T: 613.236.0111 | 1.866.207.5880 | F: 613.238.8507

Kingston Office

510 - 366 King Street, Kingston ON K7K 6Y3
T: 613.544.7334 | 1.800.263.4257 | F: 1.800.263.4213

The Indebtedness to the Bank is secured by, amongst other things, the security instruments described in Schedule "A" attached hereto (hereinafter collectively referred to as the "Security").

In light of the Company's defaults with respect to the above-noted loans and Security, and/or the Company's breaches of various covenants contained in the loan agreements and the Security, and/or the said credit facilities being demand facilities, on behalf of the Bank, we hereby demand payment from the Company of the full amount of the Indebtedness, along with accrued interest and costs, fees and disbursements, by May 21, 2021. The Bank reserves its right to enforce the Security. The Bank also reserves its right to take earlier enforcement proceedings with respect to its Security in the event that it determines a material adverse change occurred in the Company's financial circumstances.

Should the Company fail to pay the Indebtedness by May 21, 2021, this correspondence shall constitute notice, pursuant to the Security held by the Bank, of the Bank's demand for payment of the Indebtedness together with additional accrued interest and legal costs, fees and disbursements incurred to the date of payment.

Enclosed please find a Notice of Intention to Enforce Security that is delivered pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act*, along with a Consent with respect to earlier enforcement for the Company's execution.

You may direct communications with respect to satisfaction of your obligations to the undersigned.

Yours very truly,



André A. Ducasse
AAD/rrc

Encls.

Schedule "A"

1. **General Security Agreement, dated April 20, 2016**
2. **Security Agreement (Chattel Mortgage), dated August 21, 2015**
3. **Guarantee and Postponement of Claim of Michael Harris, in the principal amount of \$860,000.00, dated May 9, 2017**
4. **Guarantee and Postponement of Claim of Michael Harris, in the principal amount of \$860,000.00, dated May 9, 2017**
5. **Guarantee and Postponement of Claim of Bradley Wilson, in the principal amount of \$860,000.00, dated May 9, 2017**
6. **Postponement and Assignment of Claim of Michael Harris, dated April 20, 2016 and May 9, 2017**
7. **Postponement and Assignment of Claim of Bradley Wilson, dated April 20, 2016 and May 9, 2017**

NOTICE OF INTENTION TO ENFORCE SECURITY
Pursuant to Subsection 244(1) of the *Bankruptcy and Insolvency Act*
R.S.C. 1985, c.B-3 as amended

TO: National Structures 2011 Inc.
15 Kellwood Crescent
Napanea, ON K7R 4A1
(the "Debtor")

TAKE NOTICE THAT:

1. Royal Bank of Canada (the "Bank"), a secured creditor, intends to enforce its security described below on the property of the insolvent Debtor.
2. The Security that is to be enforced is in the form of the security instruments described in Schedule "A" attached hereto (hereinafter collectively referred to as the "Security").
3. The outstanding indebtedness owed to the Bank as of May 10, 2021 is as follows, exclusive of further accrued interest and costs, fees and disbursements (e.&o.e.):

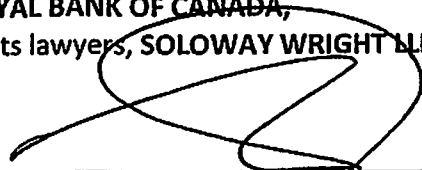
Facility	Loan No.	Amount Outstanding	Interest
Visa Credit Card	**** * 4930	\$300.91	19.99%
Visa Credit Card	**** * 2370	\$1,588.43	19.99%
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Royal Credit Line	14637 55593073 001	\$701,373.34	\$80.55 (per diem)
Term Loan	14637 55593073 002	\$5,011.16	\$68.00 (per diem)

The foregoing indebtedness owed to the Bank is therefore the aggregate amount of \$738,556.53 plus ongoing interest, which will accrue at the rates detailed above, as well as costs, fees and disbursements.

4. The Bank 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 Debtor consents to an earlier enforcement.

DATED at OTTAWA, this 11th day of May, 2021.

ROYAL BANK OF CANADA,
by its lawyers, SOLOWAY WRIGHT LLP

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

André A. Ducasse, SOLOWAY WRIGHT LLP
700 – 427 Laurier Avenue West, Ottawa ON K1R 7Y2
613.236.0111 telephone / 613.238.8507 facsimile

Schedule "A"

1. **General Security Agreement, dated April 20, 2016**
2. **Security Agreement (Chattel Mortgage), dated August 21, 2015**
3. **Guarantee and Postponement of Claim of Michael Harris, in the principal amount of \$860,000.00, dated May 9, 2017**
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5. **Guarantee and Postponement of Claim of Bradley Wilson, in the principal amount of \$860,000.00, dated May 9, 2017**
6. **Postponement and Assignment of Claim of Michael Harris, dated April 20, 2016 and May 9, 2017**
7. **Postponement and Assignment of Claim of Bradley Wilson, dated April 20, 2016 and May 9, 2017**

CONSENT

TO: Soloway Wright LLP
700 – 427 Laurier Avenue West
Ottawa, ON K1R 7Y2

FROM: National Structures 2011 Inc.
15 Kellwood Crescent
Napanee, ON K7R 4A1
(the “Debtor”)

DATED: May 11, 2021

The Debtor hereby acknowledges receipt of a Notice of Intention to Enforce Security (the “Notice”) issued by Soloway Wright LLP on behalf of Royal Bank of Canada pursuant to Subsection 244(1) of the *Bankruptcy and Insolvency Act* in respect of the security granted by the Debtor in favour of Royal Bank of Canada. A copy of the Notice is attached.

The Debtor hereby consents to Royal Bank of Canada enforcing the security described in the Notice prior to the expiry of the ten (10) day period referred to in the Notice or any time thereafter.

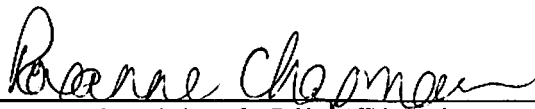
The Debtor hereby releases Royal Bank of Canada, its officer, employees, agents and assigns and each of them of and from all actions, claims and demands whatsoever at law or in equity which the Debtor may have by reason of the enforcement of the security by Royal Bank of Canada prior to the expiry of the said notice period.

National Structures 2011 Inc.

Name:

Title:

This is Exhibit "I" referred to in the Affidavit of Jerry C. Tsao sworn by Jerry C. Tsao at the City of Toronto, in the Province of Ontario, before me on December 6, 2021 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

Roxanne Rejeanne Alexina Chapman, a
Commissioner, etc., Province of Ontario, for
Soloway Wright LLP, Barristers and Solicitors.
Expires July 13, 2023.

FORBEARANCE AGREEMENT

THIS AGREEMENT is dated as of the 9th day of June, 2021.

BETWEEN:

ROYAL BANK OF CANADA (the "Bank")

- and -

NATIONAL STRUCTURES 2011 INC. (the "Borrower")

- and -

MICHAEL HARRIS and BRADLEY WILSON (the "Guarantors")

WHEREAS as of May 10, 2021, the Borrower acknowledges being indebted to the Bank pursuant to various loans (the "Credit Facilities") particularized as follows, along with further accrued interest in accordance with the rates stipulated in the Credit Facilities and costs, fees and disbursements (the "Indebtedness"):

Facility	Loan No.	Amount Outstanding	Interest
Visa Credit Card	**** * 4930	\$300.91	19.99%
Visa Credit Card	**** * 2370	\$1,588.43	19.99%
Visa Credit Card	**** * 9977	\$1,006.82	19.99%
Visa Credit Card	**** * 5906	\$12.00	19.99%
Visa Credit Card	**** * 2907	\$21,660.41	19.99%
Visa Credit Card	**** * 2584	\$7,603.46	19.99%
Royal Credit Line	14637 55593073 001	\$701,373.34	\$80.55 (per diem)
Term Loan	14637 55593073 002	\$5,011.16	\$68.00 (per diem)

AND WHEREAS the Guarantors have guaranteed to the Bank the Indebtedness owed by the Borrower to the Bank pursuant to the Guarantees and Postponements of Claim listed in Schedule "A" attached (the "Guarantees");

AND WHEREAS as security in respect of the Indebtedness, the Bank has been granted and holds the security listed in Schedule "A" attached hereto (hereinafter collectively referred to as the "Security");

AND WHEREAS the Bank has issued demands for payment and is entitled to enforce the Security and the Borrower and Guarantors have requested that the Bank forbear from doing so;

AND WHEREAS as an inducement to the Bank to so forbear, the Borrower and the Guarantors have agreed to enter into this agreement and to comply with the terms, conditions and provisions contained herein;

AND WHEREAS the Borrower and/or the Guarantors are or will actively attempt to secure alternate financing (the "Refinancing Process") in order to repay the Indebtedness to the Bank;

NOW THEREFORE in consideration of the acknowledgements, agreements and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

- (a) the Bank agrees with the Borrower and the Guarantors to forbear with respect to further enforcement of the Credit Facilities and Security in accordance with the terms of this agreement (the "Agreement");
- (b) the Borrower and the Guarantors agree to execute this Agreement in order to confirm to the Bank the continuing nature of their obligations to the Bank; and
- (c) the parties hereto undertake, agree to, acknowledge and confirm the terms outlined below.

1. **Forbearance**

For the period (the "Forbearance Period") commencing on the date of execution of this Agreement by the Borrower and the Guarantors and terminating on the earlier of the date on which the Bank delivers a notice terminating the Agreement as herein provided, or December 31, 2021, the occurrence of which shall be referred to as the "Termination", and subject to the Borrower's compliance with and satisfaction of the terms, provisions and conditions contained in this Agreement, and subject to any further extensions of time in accordance with paragraph 14 below, the Bank shall forbear from enforcing its Security.

2. **Conditions of Forbearance by the Bank and Acknowledgments by the Borrower and the Guarantors**

In consideration of the Bank's forbearance, and the covenants and agreements of the Borrower and the Guarantors contained herein, the Borrower and the Guarantors agree, acknowledge and confirm as follows:

- a. All of the Company's arrears with respect to Priority Payables (as hereinafter defined) remittances, including HST and source deduction remittances, shall be brought current as follows:

- i. Firstly, all source deduction arrears shall be paid and brought current by no later than August 16, 2021; and
- ii. Thereafter, and after all source deduction arrears are paid and brought current pursuant to the foregoing para. 2.a.i., all HST arrears shall be paid and brought current by no later than September 16, 2021;

Further, and without limitation, throughout the Forbearance Period all ongoing remittances in respect of Priority Payables, including without limitation all ongoing remittances in respect of HST and source deductions, shall be kept current;

- b. Throughout the Forbearance Period, the Borrower and/or the Guarantors shall make payments to the Bank in amounts sufficient to permanently reduce and cap the Royal Credit Line (the "RCL") as follows:
 - i. By October 29, 2021, the RCL shall be permanently reduced and capped at the amount of \$400,000.00;
 - ii. By November 30, 2021, the RCL shall be permanently reduced and capped at the amount of \$200,000.00; and
 - iii. By December 31, 2021, the RCL shall be fully repaid and permanently reduced and capped at the amount of \$0.00;
- c. All credit card facilities shall be cancelled and repaid in full by July 16, 2021 and any loyalty points in respect of all such facilities shall also be redeemed by then;
- d. Throughout the Forbearance Period, the Refinancing Process shall be subject to the following conditions:
 - i. The Borrower and the Guarantors shall actively attempt to secure alternate financing and the Refinancing Process shall be conducted in a manner satisfactory to the Bank in its sole discretion; and
 - ii. The Borrower and the Guarantors shall keep the Bank fully informed of all efforts made and activities carried out in respect of the Refinancing Process, and they shall forthwith provide to the Bank upon request any and all information and/or documentation that the Bank may request in respect of the Refinancing Process, including without limitation, any term sheets, letters of intent/interest, commitments, or documents or correspondence regarding same. Without limiting the generality of the foregoing, they shall provide to the Bank bi-monthly updates on the Refinancing Process and in the event an offer to finance is made they

shall forthwith bring the offer to the Bank's attention for the Bank's consideration and input;

- e. The Borrower and/or the Guarantors (or any one or more of them) shall repay to the Bank the entire outstanding balance of the Indebtedness, including all principal and interest, along with all applicable expenses and fees, costs and disbursements in accordance with paragraph 3 below, the Credit Facilities and/or the Security, upon the closing of the Refinancing Process and in no event later than the expiry of the Forbearance Agreement or immediately upon Termination. Notwithstanding the foregoing, throughout the Forbearance Period, the Borrower and/or the Guarantors shall be entitled to make payments to reduce the Indebtedness and any such payments shall be applied by the Bank however it deems appropriate in its sole discretion;
- f. All of the Borrower's accounts with the Bank shall be closed contemporaneously with the Termination;
- g. The Borrower and the Guarantors shall execute the Consent Judgment attached hereto as Schedule "B". This Consent Judgment shall be held in escrow by the Bank's legal counsel unless there is any default by the Borrower and/or the Guarantors in complying with the requirements of this Agreement. In the event there is any default by the Borrower and/or the Guarantors in complying with the requirements of this Agreement, the Bank, in addition to any other rights or remedies it might have pursuant to this Agreement, the Credit Facilities and/or the Security, shall be entitled to commence legal proceedings and to have the Consent Judgment issued by the Court and proceed to the enforcement thereof without further notice;
- h. The Borrower shall execute the Consent Receivership Order attached hereto as Schedule "C". This Consent Receivership Order shall be held in escrow by the Bank's counsel unless there is any default by the Borrower and/or Guarantors in complying with the requirements of this Agreement. In the event there is any default by the Borrower and/or Guarantors in complying with the requirements of this Agreement, then the Bank, in addition to any other rights or remedies it might have pursuant to this Agreement, the Credit Facilities and/or the Security, shall be entitled to have the Consent Receivership Order issued by the Court and proceed to the enforcement thereof without further notice. The parties agree and acknowledge that any receivership proceedings initiated pursuant to the foregoing may be commenced by the Bank in Ottawa, Ontario or Toronto, Ontario;
- i. The Borrower shall execute the Consent Bankruptcy Order attached hereto as Schedule "D". This Consent Bankruptcy Order shall be held in escrow by the Bank's counsel unless there is any default by the Borrower and/or the Guarantors in complying with the requirements of this Agreement. In the event there is any default by the Borrower and/or the Guarantors in complying with the requirements

of this Agreement, then the Bank, in addition to any other rights or remedies it might have pursuant to this Agreement, the Credit Facilities and/or the Security, shall be immediately entitled to commence proceedings and have the Consent Bankruptcy Order issued by the Court and proceed to the enforcement thereof without further notice. The parties agree and acknowledge that any bankruptcy proceedings initiated pursuant to the foregoing may be commenced by the Bank in Ottawa, Ontario or Toronto, Ontario;

- j. The Borrower and the Guarantors shall be obligated to provide such detailed and ongoing financial and other reporting within two (2) business day of any such request by the Bank as may be requested by the Bank in its sole discretion so as to facilitate the ongoing assessment of the Borrower and the Guarantors throughout the Forbearance Period. Without in any way limiting the generality of the foregoing, the Company and/or the Guarantors shall provide the following monthly reporting to the Bank throughout the Forbearance Period within twenty (20) days of each month-end, which reporting shall be submitted through the Bank's Covarity System as well as separate reports to the Bank's Special Loans and Advisory Services unit:
- i. Detailed and aged list of accounts receivable;
 - ii. Detailed and aged list of accounts payable;
 - iii. Particulars of all remittances in respect of Priority Payables, including HST and source deduction remittances, along with supporting information and documentation with respect to same;
 - iv. Particulars of all holdbacks and/or lien claims, along with all supporting information and documentation with respect to same; and
 - v. Internally prepared year-to-date income statements and balance sheets.
- k. The Borrower and the Guarantors shall fully cooperate with the Bank, and shall provide access to and cooperate fully with the Bank and with any other party designated by the Bank in its sole discretion to conduct and report on its behalf in respect of any valuations, examinations, assessments, appraisals and similar reviews of the Borrower and/or the Guarantors in respect of their business, financial affairs, assets or properties, all at the expense of the Borrower and/or the Guarantors;
- l. In the event that the Borrower and/or the Guarantors fail to comply with any of the requirements of this Agreement, the Credit Facilities and/or the Security, the Bank, in addition to any other rights or remedies it might have pursuant to this Agreement, the Credit Facilities and/or the Security, shall be entitled to terminate this Agreement;

- m. The Borrower and the Guarantors acknowledge that as at May 10, 2021, the Borrower was indebted to the Bank pursuant to the Credit Facilities in the amounts outlined in the preambles above, and they further acknowledge that the Indebtedness is due and owing to the Bank and the Borrower has no right or claim of set-off, counter-claim, damages or any similar right or claim against the Bank in connection with the Indebtedness;
- n. The Borrower and the Guarantors acknowledge that the Bank had the right to demand repayment of the Indebtedness and acknowledge receipt of the Bank's Notice of Intention to Enforce Security (the "Notice") and demand letters dated May 11, 2021, demanding payment of the Indebtedness, and the Borrower and Guarantors do not request that the Bank withdraw the Notice or demands for payment;
- o. The Borrower and the Guarantors confirm that they do not dispute the Borrower's liability to pay the Indebtedness, and acknowledge that the Indebtedness is correctly stated and remains outstanding and unpaid;
- p. The Borrower and the Guarantors confirm that the Security has not been discharged, waived or varied, that it is binding upon the Borrower and it is valid and enforceable in accordance with its written terms and the Borrower hereby waives and agrees not to assert or cause to be asserted on its behalf, and is hereby estopped from asserting or causing to be asserted on its behalf, any defences or rights with respect to the legal effect of the Security or the legality, validity or binding effect of the obligations of the Borrower thereunder and the enforceability of same;
- q. The Borrower and the Guarantors acknowledge that defaults (the "Defaults") have occurred under the Credit Facilities which entitle the Bank to, amongst other things, declare the Indebtedness immediately due and payable and to proceed to the enforcement of its Security. More specifically and without limitation, the Borrower and the Guarantors acknowledge that the Borrower has defaulted in its repayment obligations to the Bank, there have been breaches in their financial and other reporting obligations to the Bank, they have failed to keep Priority Payables current, and there has been a material adverse change in the financial condition of the Borrower and that these defaults continue. By executing this Agreement, the Borrower and the Guarantors acknowledge the Defaults and further acknowledge and agree that the Borrower is liable to the Bank for the full amount of the Indebtedness, which is due and payable in full and is not subject to any set-off, defence or counterclaim on the part of the Borrower and/or the Guarantors;

- r. The Borrower and the Guarantors shall not attempt to sell or dispose of any of their assets, other than in the ordinary course of business or without the prior written consent of the Bank;
- s. All other terms, conditions, undertakings and acknowledgements contained in the Credit Facilities and the Security shall remain in full force and effect to the extent that they are not inconsistent with the terms, conditions, undertakings and acknowledgements contained herein;
- t. There will be no payments or settlements with any other current or future creditor of the Borrower, other than in the ordinary course of business, without obtaining the written consent of the Bank in advance;
- u. The Borrower shall indemnify and save harmless the Bank with respect to any claim which may be asserted by any Federal, Provincial and/or municipal Crown ministry, agency, department or other similar body, which claim would rank in priority to the Bank's Security (the "Priority Payables") and shall keep Priority Payables current throughout the Forbearance Period. Without limiting the generality of the foregoing, the Borrower shall indemnify and save harmless the Bank with respect to any claim asserted by any Federal, Provincial and/or municipal Crown ministry, agency, department or other similar body pursuant to, without limitation, the *Income Tax Act*, *Excise Tax Act*, *Retail Sales Tax Act*, the *Municipal Act, 2001* and any other claims which, if unpaid, would rank in priority to the Bank's Security. The Borrower shall provide reporting to the Bank with respect to all Priority Payables at the Bank's request within two (2) business days of any such request in the Bank's sole discretion. Further, the Borrower shall keep Priority Payables throughout the Forbearance Period and shall provide confirmation that all Priority Payables are current as of Termination or upon the Bank being fully paid out, failing which the Bank's Security shall remain in place until all Priority Payables are brought current;
- v. The Borrower and the Guarantors agree, acknowledge and affirm that, except as herein expressly provided, the Bank has not been required nor has it made any commitment to provide any further financing or credit facilities, and that the Bank reserves its rights and remedies should the Borrower and/or the Guarantors fail to comply with the provisions of this Agreement;
- w. Should the Bank exercise its rights and remedies, the Borrower and its management agree and undertake to cooperate with the Bank to maximize the Bank's recovery and, without limitation, shall cooperate with the Bank in disposing assets;
- x. The Borrower and the Guarantors acknowledge that the recitals herein before set forth are true and correct and shall form an integral part of this Agreement; and

- y. The Borrower and Guarantors confirm that entering into this Agreement does not vitiate, alter, release or discharge them from their obligations pursuant to any security given in favour of the Bank and confirm that the Security remains in full force and effect and continues to be binding against them.

3. **Expenses and Legal and Other Fees**

The Borrower and/or the Guarantors shall pay to the Bank, as and when incurred, all of fees, costs, expenses, disbursements and taxes, of every nature and kind, incurred by the Bank regarding any aspect of the relationship between the Borrower and/or the Guarantors and the Bank, including the enforcement by the Bank of the Credit Facilities and/or the Security. In this regard, the Borrower and the Guarantors agree and acknowledge that the Bank is to be fully indemnified by them for and of the Bank's costs, disbursements, fees, taxes, etc.

4. **Representations and Warranties**

The Borrower and the Guarantors represent and warrant to the Bank that the execution and delivery of this Agreement has been duly authorized by all necessary actions and does not violate any laws or any provision of its constituting documents or by-laws or any unanimous shareholders' agreement to which it is subject, or result in the creation of any encumbrance on its properties and assets except as contemplated hereunder. Without in any way limiting the generality of the foregoing, the Borrower and the Guarantors represent and warrant to the Bank (and acknowledge that the Bank is relying upon such representations) as follows:

- a. the Borrower is a corporation duly incorporated, organized and subsisting, and the Borrower has all necessary power and authority and are duly qualified and hold all necessary licenses and/or registrations to carry on business as now conducted and to enter into and perform their respective obligations under this Agreement;
- b. the execution, delivery and performance of this Agreement by the Borrower and the Guarantors and the performance of their respective obligations hereunder have been duly authorized by all necessary corporate actions, do not conflict with or result in a breach or violation of or constitute a default under the constituting documents or by-laws of the Borrower, any law, rule, regulation, order, judgment, writ, injunction or decree applicable to the Borrower, any commitment, agreement or other instrument to which the Borrower is now a party or otherwise bound, and does not require the consent or approval of any third party;
- c. there is no matter, fact or event which is known to the Borrower or the Guarantors that has not been disclosed to the Bank which constitutes an Event of Default or is likely to have a material adverse effect on the performance of their respective obligations under this Agreement, or have a material adverse effect on the assets or

the operations of the Borrower, and the Borrower has conducted such investigations as they consider reasonably necessary to make this representation and warranty; and

- d. no proceeding or action has been taken or commenced by any person against the Borrower in respect of any amounts owing by the Borrower to any person.

5. Covenants

The Borrower and the Guarantors covenant and agree with the Bank that, so long as the Indebtedness has not been repaid to the Bank in full, they shall:

- a. Continue to comply with all covenants and to perform or observe all obligations and conditions contained in the Credit Facilities and the Security except as varied herein;
- b. Not interfere with the Bank's right to realize upon the Security and the assets secured thereby upon termination of this Agreement, on reasonable commercial terms as would otherwise be required of a secured Bank in comparable circumstances;
- c. Not make a proposal or an assignment for the general benefit of their creditors or an assignment in bankruptcy, or issue a Notice of Intention or any of proposal under the *Bankruptcy and Insolvency Act* or the *Companies' Creditors Arrangement Act*;
- d. Not create or permit to exist any mortgage, hypothec, charge, pledge, lien, encumbrance or other security interest, or allow to arise any statutory trusts, upon or against the collateral charged in favour of the Bank, unless such mortgage, charge or interest is subordinate to the Security or the Bank has consented in advance thereto;
- e. Carry on business in the usual course and in a reasonable and prudent manner;
- f. Refrain from paying any bonuses or salary increases (or making any capital expenditures) or selling, transferring, releasing, settling, assigning or moving any of their property or assets out of the ordinary course of business, except with the Bank's written consent;
- g. Ensure that all assets subject to the Bank's Security is fully insured for all risks and that the Bank's interest therein is reflected on all such insurance coverage, and to ensure that all premiums are paid for the said insurance when due and to provide proof of payment of same to the Bank upon request;
- h. Immediately notify the Bank of any Event of Default as detailed below;

- i. Immediately notify the Bank of any claims, actions or suits brought against them or any orders, demands, claims or garnishments from any governmental authorities;
- j. Not dispose of any assets without the Bank's prior written approval and upon the disposition of any such assets, the full proceeds of same shall be paid to the Bank to be applied as against the Indebtedness; and
- k. Maintain their corporate existence as a valid and subsisting corporate entity;
- l. Not merge, amalgamate or consolidate, with any other corporation except with the prior written consent of the Bank;
- m. Not incur or become liable for any borrowed money, or for the purchase of assets, obligations and leases, obligations under letters of credit or guarantees or indemnities, obligations given pursuant to bankers' acceptances or indemnities in connection therewith, or any contingent obligation, including, without limitation, guarantees, endorsements or bills of exchange, obligations to purchase assets and obligations to make advances or otherwise provide financial assistance to any other entity without the prior written consent of the Bank;
- n. Deliver to the Bank prompt notice of any dispute, litigation, arbitration or administrative proceedings affecting any of the Security or the assets secured thereby that is before any court, arbitration, tribunal or governmental authority;
- o. Except as expressly permitted herein, shall not enter into any agreement or employ any strategy, either directly or indirectly, which would affect the ranking of the Security, encumber, restrict or otherwise impair the Security or the assets secured thereby or the marketability thereof and the Borrower shall work diligently toward the overall implementation of this Agreement;
- p. Not incur any capital expenditures, or make any payments, whether directly or indirectly, to any of their shareholders, whether by way of dividends, capital dividends, redemption or retraction of shares, bonuses or otherwise;
- q. Ensure that all monies generated by the Borrower in the course of its business operations are deposited into any account maintained by the Borrower at the Bank, and the Borrower shall only maintain accounts at the Bank;
- r. Comply with all applicable environmental laws respecting the ownership and operation of its business and keep in good standing all environmental permits required to operate the business; and
- s. Hereby authorize and direct the Bank to automatically debit, by mechanical, electronic or manual means, any account in the name of the Borrower for all amounts payable under this Agreement.

6. Events of Default

The following events shall constitute an event of default ("Event of Default") under this Agreement entitling the Bank to immediately terminate this Agreement:

- a. Any default in the observance or performance of any covenant, agreement or undertaking contained in this Agreement, the Credit Facilities, the Security or any other agreement between the Borrower and/or the Guarantors and the Bank except as the same may have been modified herein;
- b. The Borrower and/or the Guarantors fail to pay any principal, interest, fees, costs or other amounts payable by the Borrower under the Credit Facilities and/or this Agreement, as and when due except as the same may have been modified herein;
- c. The terms of the Credit Facilities and Security continue to apply to the Borrower and the Guarantors as applicable and any breach of those terms entitles the Bank to terminate this Agreement forthwith and exercise its rights under the terms of this Agreement, the Credit Facilities and/or Security;
- d. In the opinion of the Bank, acting reasonably, there is a material adverse change in the financial condition, ownership or operation of the Borrower or the Guarantors, or the ability of the Borrower and/or the Guarantors to pay amounts owing has been impaired, worsened or diminished or threatens to further deteriorate;
- e. The Borrower and/or the Guarantors cease to carry on business, make an assignment for the general benefit of their creditors, file a proposal, deliver a notice of intention to make a proposal or initiate any similar or other type of proceedings pursuant to the *Bankruptcy and Insolvency Act* (Canada), or make an application for relief under the *Companies' Creditors Arrangement Act*, or a receiver, interim-receiver, receiver and manager, trustee, manager, consultant, liquidator, agent or other similar party is appointed in respect of their property or any material part thereof;
- f. Any person takes possession of a material part of the property of the Borrower and/or the Guarantors, by way of or in contemplation of enforcement of security, or a distress, execution or similar process is levied or enforced against any such property;
- g. If any Notice of Intention to Enforce Security pursuant to s. 244 of the *Bankruptcy and Insolvency Act* is issued by any other of the creditors of the Borrower and/or Guarantors;
- h. If any stay of proceedings of any kind shall be in effect with respect to the Borrower and/or Guarantors, or their assets, which in the Bank's sole and absolute discretion

and opinion, affects the Bank's rights pursuant to its Security or the prospect of complete repayment of the Indebtedness;

- i. Any representation, warranty or statement contained herein and/or in the Security, or the Credit Facilities which is or proves to be untrue or incorrect;
- j. The receipt by the Bank of a demand or requirement for payment from the Canada Revenue Agency, the Province of Ontario, or any other federal or provincial governmental agency or body, as a result of arrears of monies owing by the Borrower, which shall include, without limitation, on account of Priority Payables, employee source deductions, harmonized sales tax, corporate tax, employee health tax, employee vacation pay, provincial pension contributions and/or property taxes;
- k. The Borrower committing or threatening to commit any act of bankruptcy pursuant to or set out under the provisions of the BIA;
- l. The filing of a Bankruptcy Application for a Bankruptcy Order against the Borrower pursuant to the provisions of the BIA;
- m. Any execution, sequestration or other process of any court or other tribunal becoming enforceable against the Borrower or a distress or analogous action or proceeding being taken, commenced or issued against the Borrower or levied upon or in respect of the Security or the assets secured thereunder or any part thereof, or any lien, trust claim or any other right or entitlement against or in respect of the Security or the assets secured thereunder or any part thereof becoming effective, including, without limitation, a warrant of distress of any rent in respect of any premises occupied by the Borrower or any premises in or upon which the Security or the assets secured thereunder or any part thereof may at any time be situate; and
- n. An interim receiver, receiver and manager, agent, liquidator or other similar administrator being appointed in respect of the Security or the assets secured thereunder, or any part thereof, or the taking of a secured party, lien claimant, other encumbrancer, judgment creditor or a person asserting similar rights of possession to the Assets or any part thereof.

7. Remedies of the Bank

Upon the occurrence of an Event of Default, or the Termination or expiry of this Agreement:

- a. The Forbearance Period shall forthwith terminate and the Indebtedness shall, at the option of the Bank, become immediately due and payable;
- b. The Bank shall be entitled to immediately enforce this Agreement, the Credit Facilities and/or the Security and enforce any of its remedies without issuance of any

further notice as per the terms of this Agreement, the Credit Facilities and/or the Security;

- c. The Borrower and Guarantors shall, immediately upon receipt from the Bank or its counsel of a Notice of Disposition pursuant to the provisions of subsection 63(4) of the *Personal Property Security Act* (Ontario), consent to the immediate disposition of the Borrower's assets subject to the Security by the Bank and should the Borrower and/or the Guarantors or any one of them, fail to execute such consent when requested to do so by the Bank, the agreement of the Borrower and/or the Guarantors to do so herein shall be deemed to constitute the irrevocable consent of the Borrower and Guarantors to the immediate disposition of the assets subject to the Security by the Bank;
- d. The Bank shall be immediately entitled to commence proceedings and/or file with the Court and enforce the Consent Judgment attached hereto as Schedule "B", the Consent Receivership Order attached hereto as Schedule "C" and/or the Consent Bankruptcy Order attached hereto as Schedule "D" and rely upon the covenants, admissions, undertakings and obligations of the Borrower and Guarantors as set forth herein; and
- e. This Agreement, the Credit Facilities and/or the Security shall become enforceable, and the Bank may, in addition to any remedy set forth in this Agreement, the Credit Facilities and/or the Security, realize upon all or any part of the Security and commence such legal action or other proceedings against the Borrower and/or the Guarantors or their property or assets, and may appoint a private or Court appointed Receiver, as may be permitted under the terms or provisions of this Agreement, the Credit Facilities and/or the Security, or at law or in equity, all at such times and in such manner as the Bank may in its sole discretion deem expedient, and all without any additional notice, presentation, demand, entering into possession of any properties or assets charged by or subject to security interests contained in the Security or any other similar proceedings, all of which are hereby expressly waived.

8. Bank's Rights

It is understood and agreed that nothing contained in this Agreement and no negotiations, correspondence or discussions among the parties hereto, shall prejudice, affect or waive any of the Bank's rights under the terms of the Credit Facilities and/or the Security, except as those rights may have been modified by this Agreement.

9. Affirmation by the Guarantors

There is no dispute respecting the liability of the Guarantors in connection with the Indebtedness and the obligations of the Guarantors to repay the Indebtedness pursuant to the Guarantees. The Guarantors who have previously agreed to act as Guarantors

hereby consent to the Borrower entering into this Agreement and ratify the covenants contained in the Guarantees, and hereby confirm to the Bank that the Guarantees shall be and remain good, valid, and binding upon and enforceable against them. It is further understood and agreed that nothing contained in this Agreement and no negotiations or discussions among the parties hereto shall prejudice the right of the Bank to pursue its remedies against the Guarantors, except as those rights may have been modified by this Agreement. The Guarantors hereby waive and agree not to assert or cause to be asserted on their behalf, and are hereby estopped from asserting or causing to be asserted on their behalf any defences or rights with respect to the legal effect of the Guarantees or the legality, validity or binding effect thereof.

10. Waivers

The Bank (by itself or through its agents) has made no promise, nor has it taken any action or omitted to take any action which would constitute a waiver of its right to take any enforcement action in connection with the enforcement of the Security, or which would estop it from doing so and that no statement, representation, promise, act or omission by the Bank or its employees or agents shall create such a waiver or estoppel unless the Bank executes and delivers to the Borrower a written waiver of any such right. No delay on the part of the Bank in exercising any remedy or any waiver of the rights given to it hereunder or under the Credit Facilities and/or the Security shall operate as a waiver thereof, except as to a waiver which is specifically given in writing by the Bank to the Borrower.

11. Tolling Provisions

As of the date hereof and continuing until the termination of the Forbearance Period, and thereafter until the termination of the tolling arrangements hereof in the manner provided for in the following paragraph and whether or not the demand for payment or Notice has previously been delivered by the Bank in respect of the Indebtedness, the Bank, the Borrower and all Guarantors hereby agree to toll and suspend the running of the applicable limitation period, laches or other doctrines related to the passage of time in relation to the Indebtedness, the Security and any other related matters, and each of the parties confirms that this agreement is intended to be an agreement to suspend or extend the basic limitation period provided by Section 4 of the *Limitations Act*, 2002 (Ontario) (the "*Limitations Act*") as well as the ultimate limitation period provided by Section 15 of the *Limitations Act* in accordance with the provisions of Section 22(2) of the *Limitations Act* and as a business agreement in accordance with the provisions of Section 22(5) of the *Limitations Act* and any contractual time limitation on the commencement of proceedings, any claims or defences based upon such application, statute of limitations, contractual limitations, or any time related doctrine including waiver, estoppel or laches.

The tolling provisions of this Forbearance Agreement will terminate upon any party providing the others with 60 days written notice of an intention to terminate the tolling provisions hereof, and upon the expiry of such 60 day notice, and any time provided for under the statutes of limitations, laches, or any other doctrine related to the passage of time in relation to the Indebtedness or the Security and any other related matters, will recommence running as of the effective date of such notice, and for greater certainty the time during which the limitation period is suspended pursuant to the tolling provisions of this Forbearance Agreement shall not be included in the computation of any limitation period.

12. Releases

The Borrower and Guarantors hereby acknowledge and agree that the Bank's administration of the Credit Facilities and its conduct and actions in dealing with the Borrower and Guarantors, have been fair and reasonable and hereby waive and agree not to assert or cause to be asserted on behalf of any of them, and are hereby estopped from asserting or causing to be asserted on behalf of any of them, any defences, rights, or claims on any grounds whatsoever with respect to such administration, conduct, action and dealings, and hereby absolutely, unconditionally and irrevocably release and remise the Bank (and its present and former affiliates, subsidiaries, divisions, predecessors, directors, officers, employees, agents and other representatives and their successors and assigns) of and from any and all demands, actions, causes of action, suits, covenants, contracts, controversies, agreements, promises, sums of money, accounts, bills, reckonings, damages or any other claims, counterclaims, defences, rights of set-off, demands and liabilities of any nature and kind whatsoever, known or unknown, both at law and in equity that the Borrower or Guarantors or any of their successors, assigns, or other legal representatives may not or hereafter have against the Bank. Further, in executing and delivering this Agreement, the Borrower and Guarantors hereby acknowledge and agree that they are acting freely and without duress and that this release may be pleaded as a full and complete defence and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of that release and that no fact, event, circumstance, evidence or transaction which could now be asserted or which may later be discovered will affect in any manner the final, absolute and unconditional nature of this release. Without limiting the generality of the foregoing, the Borrower and Guarantors waive any and all rights that they may have to assess any of the reasonable and customary legal fees previously paid or payable by the Bank to its solicitors or such reasonable and customary legal fees payable to its solicitors in connection with or any way related to the Credit Facilities, the Security and/or this Agreement, or otherwise, whether such right of assessment arises pursuant to the *Solicitors Act* (Ontario) or under any other law or statute.

13. Entire Agreement in Writing

This Agreement, the Credit Facilities and the Security and the documents contemplated thereby or taken in support thereof, constitute the entire agreement between the Borrower, the Guarantors and the Bank as to the matters dealt with herein. There are not and shall not be any oral statements, representations, warranties, undertakings or agreements between the Borrower, Guarantors and the Bank.

14. Amendments

This Agreement may be modified, cancelled, or extended at any time, but only with the written consent and agreement of the Bank.

15. Further Assurances

The Borrower and the Guarantors shall from time to time and at all times hereafter, at every request of the Bank, make, do, execute and deliver, or cause to be made, done, executed and delivered, all such further acts, deeds and assurances and things as may be necessary or desirable in the sole opinion of the Bank for more effectually implementing the true intent and meaning of this Agreement.

16. Successors and Assigns

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their successors and assigns.

17. Severability

The parties acknowledge and agree that if any provision of this Agreement or any Schedules attached hereto or the application thereof becomes illegal or unenforceable, it shall during such period be considered severable from the remaining provisions of this Agreement or any Schedules thereto, which shall remain in force and be binding as though the said provision had never been included.

18. Contra Proferentem Rule

This Agreement and all Schedules attached hereto have been drafted with the equal participation of all parties hereto and the parties hereto hereby acknowledge and agree that the *contra proferentum* rule has no application.

19. Date For Acceptance

This Agreement shall be open for acceptance by the Borrower and Guarantors until 5:00 p.m. on June 23, 2021 by which date if not executed and received by the Bank it shall be considered withdrawn.

20. Execution

The parties hereby agree that this Agreement may be executed in counterparts, and further that communication of the execution of the document may be made by facsimile or email transmittal, and such executed and faxed or emailed versions of the document shall be deemed to be originals of the Agreement.

21. Legal Advice

The parties also acknowledge and agree that they have received independent legal advice with respect to the terms and provisions of this Agreement or have been advised to obtain the same and have declined to do so. They further agree and acknowledge that they have freely elected to enter into this Agreement without any form of duress and that they have not been induced or coerced to enter into this Agreement.

(Signature page follows)

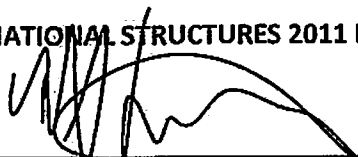
All of the foregoing is agreed to by the undersigned as of the date recited above.

ROYAL BANK OF CANADA

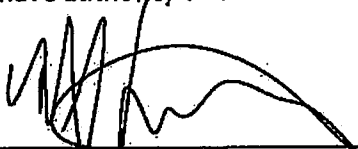


Name: Jerry Tsao
Title: Manager, Special Loans
I have authority to bind the Bank

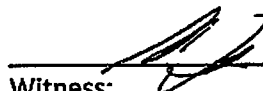
NATIONAL STRUCTURES 2011 INC.



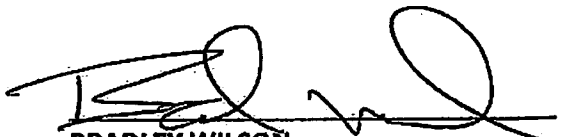
Name: Mike Harris
Title: GM
I have authority to bind the Corporation



MICHAEL HARRIS
Guarantor



Witness:
Paul Rye



BRADLEY WILSON
Guarantor



Witness:
Paul Rye

Schedule "A"

The Security includes the following Instruments, amongst others:

1. General Security Agreement, dated April 20, 2016
2. Security Agreement (Chattel Mortgage), dated August 21, 2015
3. Guarantee and Postponement of Claim of Michael Harris, in the principal amount of \$860,000.00, dated May 9, 2017
4. Guarantee and Postponement of Claim of Bradley Wilson, in the principal amount of \$860,000.00, dated May 9, 2017
5. Postponement and Assignment of Claim of Michael Harris, dated April 20, 2016 and May 9, 2017
6. Postponement and Assignment of Claim of Bradley Wilson, dated April 20, 2016 and May 9, 2017

Schedule "B"

Court File No. CV-21-00086626-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

ROYAL BANK OF CANADA

Plaintiff

- and -

NATIONAL STRUCTURES 2011 INC., MICHAEL HARRIS and BRADLEY WILSON

Defendants

CONSENT

The parties hereto hereby consent to and approve as to form and content the Judgment attached hereto.

The parties hereto hereby certify that no party to this proceeding is under any legal disability.

The parties hereto hereby certify that they were given the opportunity to obtain independent legal advice and have done so in advance of executing this Consent Judgment.

Dated at Toronto, Ontario this
28 day of June, 2021.

ROYAL BANK OF CANADA



Name: Jerry Tsao
Title: Manager, Special Loans
I have authority to bind the Bank

Napanee, Ont.
Dated at 3:30pm this
23rd day of June, 2021.

NATIONAL STRUCTURES 2011 INC.



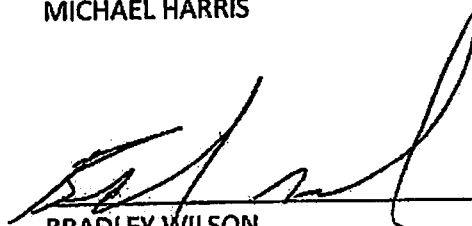
Name: Mike Harris
Title: GM
I have authority to bind the Corporation

Napanee, Ont.
Dated at 3:30pm this
23rd day of June, 2021.



MICHAEL HARRIS

Napanee, Ont.
Dated at 1:30pm this
23rd day of June, 2021.



BRADLEY WILSON

Court File No. CV-21-00086626-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE) _____, the ____ day
JUSTICE)
) of _____, 202_.

BETWEEN:

ROYAL BANK OF CANADA

Plaintiff

- and -

NATIONAL STRUCTURES 2011 INC., MICHAEL HARRIS and BRADLEY WILSON

Defendants

JUDGMENT

ON READING the Consent to Judgment filed on behalf of the parties,

1. THIS COURT ORDERS AND ADJUDGES that the Defendant, National Structures 2011 Inc. (the "Company"), shall pay to the Plaintiff liquidated damages in the amount of \$701,373.34 or such lesser amount as may be owing by it when this Judgment is issued, along with interest thereon at the rate of 4.20% per annum from May 10, 2021 onwards.

2. THIS COURT FURTHER ORDERS AND ADJUDGES that the Company shall pay to the Plaintiff further liquidated damages in the amount of \$5,011.16 or such lesser amount as may be owing by it when this Judgment is issued, along with interest thereon at the rate of 4.95% per annum from May 10, 2021 onwards.

3. THIS COURT FURTHER ORDERS AND ADJUDGES that the Company shall pay to the Plaintiff further liquidated damages in the amount of \$32,172.03 or such lesser amount as may be owing by it when this Judgment is issued, along with interest thereon at the rate of 19.99% per annum from May 10, 2021 onwards.
 4. THIS COURT FURTHER ORDERS AND ADJUDGES that the Defendants, Michael Harris and Bradley Wilson, shall pay to the Plaintiff, on a joint and several basis, liquidated damages in the amount of \$738,556.53 or such lesser amount as may be owing by them when this Judgment is issued, along with interest thereon at the rate of 7.45% per annum from May 10, 2021 onwards.
 5. THIS COURT FURTHER ORDERS AND ADJUDGES that the Defendants shall, if so requested by the Bank, deliver to the Plaintiff possession of the Company's personal property subject to the Bank's security which the Bank shall be permitted and entitled, though not obligated, to sell in accordance with the provisions of the *Personal Property Security Act*, R.S.O. 1990, c. P.10, as amended.
 6. THIS COURT FURTHER ORDERS AND ADJUDGES that the Defendants shall pay to the Plaintiff on a joint and several basis, the sum of \$10,000.00 for the costs of this action, inclusive of disbursements and HST, with interest thereon at the rate of 3.0% per annum in accordance with the *Courts of Justice Act*.
-

Schedule "C"

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

ROYAL BANK OF CANADA

Plaintiff

- and -

NATIONAL STRUCTURES 2011 INC.

Defendant

CONSENT

The parties hereto hereby consent to and approve as to form and content the Receivership Order attached hereto.

The parties hereto hereby certify that no party to this proceeding is under any legal disability.

The parties hereto hereby certify that they were given the opportunity to obtain independent legal advice and have done so in advance of executing this Consent Receivership Order.

Dated at Toronto, Ontario this
28 day of June, 2021.

ROYAL BANK OF CANADA



Name: Jerry Tsao
Title: Manager, Special Loans
I have authority to bind the Bank

...

Naponee, Wis.

Dated at 3:30pm this
23rd day of June, 2021.

NATIONAL STRUCTURES 2011 INC.



Name: Mike Harris
Title: GM

I have authority to bind the Corporation

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE) _____, the ____ day
JUSTICE) of _____, 201__.

BETWEEN:

ROYAL BANK OF CANADA

Plaintiff

- and -

NATIONAL STRUCTURES 2011 INC.

Defendant

ORDER

THIS MOTION made by the Plaintiff for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing _____ as receiver (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of the Defendant (hereinafter the "Debtor") acquired for, or used in relation to a business carried on by the Debtor, was heard this day at the Courthouse, _____.

ON READING the affidavit of _____ sworn on _____ and the Exhibits thereto and on hearing the submissions of counsel for the Plaintiff, no one appearing for _____ although duly served as appears from the affidavit of service of _____ sworn on _____ and on reading the consent of _____ to act as the Receiver,

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, _____ is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for or used in relation to its business operations, including all proceeds thereof (the "Property").

RECEIVER'S POWERS

3. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the

ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;

- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby

conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

- (k) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$_____, provided that the aggregate consideration for all such transactions does not exceed \$_____ ; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply.

- (m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. THIS COURT ORDERS that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations,

governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other

system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

7. THIS COURT ORDERS that no proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

8. THIS COURT ORDERS that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

9. THIS COURT ORDERS that all rights and remedies against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

10. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement,

licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

11. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor is hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

12. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "Post Receivership Accounts") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

13. THIS COURT ORDERS that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

14. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

15. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection,

conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

16. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

17. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "Receiver's Charge") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

18. THIS COURT ORDERS that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Ontario Superior Court of Justice.

19. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

20. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$_____ (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

21. THIS COURT ORDERS that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

22. THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.

23. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

GENERAL

24. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

25. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

26. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

27. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

28. THIS COURT ORDERS that the Plaintiff shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

29. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that _____, the receiver (the "Receiver") of all of the assets, undertakings and properties of the Debtor, acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (the "Court") dated the ___ day of _____, 20___ (the "Order") made in an action having Court file number _____, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$_____, being part of the total principal sum of \$_____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at _____, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.
7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ____ day of _____, 20____.

[_____]

By:

Name:

Title:

Company/Firm:

Schedule "C"

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

ROYAL BANK OF CANADA

Applicant

- and -

NATIONAL STRUCTURES 2011 INC.

Respondent

CONSENT

The parties hereto hereby consent to and approve as to form and content the Bankruptcy Order attached hereto.

The parties hereto hereby certify that no party to this proceeding is under any legal disability.

The parties hereto hereby certify that they were given the opportunity to obtain independent legal advice and have done so in advance of executing this Consent Bankruptcy Order.

Dated at Toronto, Ontario this
28 day of June, 2021.

ROYAL BANK OF CANADA



Name: Jerry Tsao
 Title: Manager, Special Loans
 I have authority to bind the Bank

2. THIS COURT FURTHER ORDERS that _____ of the City of _____, in the Province of Ontario, be and is hereby appointed as Trustee of the estate of the Debtor.

3. THIS COURT FURTHER ORDERS that the Trustee give security in an amount to be fixed by the Official Receiver pursuant to subsection 16(1) of the *Bankruptcy and Insolvency Act*.

4. THIS COURT FURTHER ORDERS that the costs of the Bank be paid to it out of the Debtor's estate on taxation of the estate.

DATED AT THE CITY OF _____ this ___ day of _____, 20__.

Per:

This is Exhibit "J" referred to in the Affidavit of Jerry C. Tsao sworn by Jerry C. Tsao at the City of Toronto, in the Province of Ontario, before me on December 0, 2021 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for taking Affidavits (or as may be)

Roxanne Rejeanne Alexina Chapman, a
Commissioner, etc., Province of Ontario, for
Soloway Wright LLP, Barristers and Solicitors.
Expires July 13, 2023.

Schedule "C"

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

ROYAL BANK OF CANADA

Plaintiff

- and -

NATIONAL STRUCTURES 2011 INC.

Defendant

CONSENT

The parties hereto hereby consent to and approve as to form and content the Receivership Order attached hereto.

The parties hereto hereby certify that no party to this proceeding is under any legal disability.

The parties hereto hereby certify that they were given the opportunity to obtain independent legal advice and have done so in advance of executing this Consent Receivership Order.

Dated at Toronto, Ontario this
28 day of June, 2021.

ROYAL BANK OF CANADA



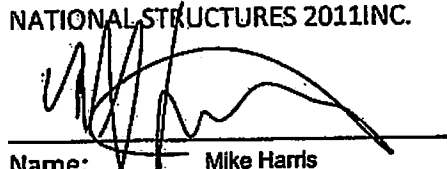
Name: Jerry Tsao
Title: Manager, Special Loans
I have authority to bind the Bank

...

Napense, Git.

Dated at 3:30pm this
23rd day of June, 2021.

NATIONAL STRUCTURES 2011 INC.



Name: Mike Harris
Title: GM

I have authority to bind the Corporation

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE) _____, the ____ day
JUSTICE)
) of _____, 201__.

BETWEEN:

ROYAL BANK OF CANADA

Plaintiff

- and -

NATIONAL STRUCTURES 2011 INC.

Defendant

ORDER

THIS MOTION made by the Plaintiff for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing _____ as receiver (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of the Defendant (hereinafter the "Debtor") acquired for, or used in relation to a business carried on by the Debtor, was heard this day at the Courthouse,
_____.

ON READING the affidavit of _____ sworn on _____ and the Exhibits thereto and on hearing the submissions of counsel for the Plaintiff, no one appearing for _____ although duly served as appears from the affidavit of service of _____ sworn on _____ and on reading the consent of _____ to act as the Receiver,

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, _____ is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for or used in relation to its business operations, including all proceeds thereof (the "Property").

RECEIVER'S POWERS

3. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the

- ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
 - (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
 - (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
 - (g) to settle, extend or compromise any indebtedness owing to the Debtor;
 - (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
 - (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;
 - (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby

conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

- (k) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$_____, provided that the aggregate consideration for all such transactions does not exceed \$_____ ; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply.

- (m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. THIS COURT ORDERS that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations,

governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other

system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

7. THIS COURT ORDERS that no proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

8. THIS COURT ORDERS that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

9. THIS COURT ORDERS that all rights and remedies against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

10. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement,

licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

11. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor is hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

12. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "Post Receivership Accounts") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

13. THIS COURT ORDERS that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

14. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

15. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection,

conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

16. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

17. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "Receiver's Charge") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

18. THIS COURT ORDERS that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Ontario Superior Court of Justice.

19. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

20. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$_____ (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

21. THIS COURT ORDERS that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

22. THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.

23. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

GENERAL

24. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

25. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

26. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

27. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

28. THIS COURT ORDERS that the Plaintiff shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

29. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that _____, the receiver (the "Receiver") of all of the assets, undertakings and properties of the Debtor, acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (the "Court") dated the ___ day of _____, 20___ (the "Order") made in an action having Court file number _____, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at _____, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ____ day of _____, 20____.

[_____]

By:

Name:

Title:

Company/Firm:

This is Exhibit "K" referred to in the Affidavit of Jerry C. Tsao sworn by Jerry C. Tsao at the City of Toronto, in the Province of Ontario, before me on December 6, 2021 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

Roxanne Rejeanne Alexina Chapman, a
Commissioner, etc., Province of Ontario, for
Soloway Wright LLP, Barristers and Solicitors.
Expires July 13, 2023.

Roxanne Chapman

From: Andre Ducasse
Sent: September 27, 2021 4:00 PM
To: George Crossman
Subject: RE: National Structures 2011 Inc.

Good Afternoon George,

Unfortunately, the below default under the forbearance agreement has not been remedied such that the Company still has significant priority payables owing to CRA. As you know, these priority payables are imperiling the Bank's security given CRA's deemed statutory trust claim with respect to any arrears in the Company's HST and/or source deduction remittances.

Also, despite repeated requests, your clients have failed to deliver to the Bank a detailed and actionable proposal that would result in the Bank being fully repaid and priority payables brought current.

In light of the foregoing, my instructions are to confirm that the Bank is hereby terminating the forbearance agreement. Further, my standing instructions are to release the consent judgment from escrow and to have it issued by the Court. I will confirm once that is completed in due course.

In the interim, please don't hesitate to contact me directly should you wish to further discuss this matter or if your clients have a proposal for the Bank's consideration.

Regards,
Andre

André A. Ducasse
Partner/Associé
Soloway Wright LLP/s.r.l.
T: 613.782.3225 | F: 613.238.8507 | aducasse@solowaywright.com
700-427 Laurier Av. W, Ottawa, ON K1R 7Y2 | www.solowaywright.com

**Soloway
Wright** lawyers

From: Andre Ducasse
Sent: September 17, 2021 12:23 PM
To: George Crossman <crossman@beardwinter.com>
Subject: RE: National Structures 2011 Inc.

Hello George,

We refer to the attached Forbearance Agreement (the "Agreement"). The Agreement is in default as a result of the Company failing to bring all HST arrears current in breach of para. 2.a.ii. of the Agreement (the "Default").

This will confirm that the Bank is not waiving the Default and is reserving all of its rights and remedies in this regard.

With respect to the proposed deal with Four Seasons Site Development, the below reports don't provide much by way of detail. For example, what is the proposed structure of the transaction, what is the timing of the deal, has a letter of

299
intent or commitment been issued, how will RBC be repaid and by which party, what is the plan with respect to bringing priority payables current, etc.? Can you please provide whatever details are currently available and thereafter I would suggest we set up a call early next week to further discuss the matter.

Thanks,

Andre

André A. Ducasse

Partner/Associé

Soloway Wright LLP/s.r.l.

T: 613.782.3225 | C: 613.324.3732 | F: 613.238.8507 | aducasse@solowaywright.com

700-427 Laurier Av. W, Ottawa, ON K1R 7Y2 | www.solowaywright.com

Soloway
Wright lawyers

From: Mike Harris <mharris@nationalstructures.ca>

Sent: September 16, 2021 7:59 AM

To: 'Tsoo, Jerry' <jerry.tsao@rbc.com>; Andre Ducasse <aducasse@solowaywright.com>

Cc: bwilson@nationalstructures.ca; George Crossman <crossman@beardwinter.com>

Subject: FW: National Structures 2011 Inc.

Good morning Jerry,

Just circulating the correspondence below from yesterday as it pertains to our current status; and that we have come over the final strokes on a progression with four seasons assistance and revised financial support. Also, I wanted to comment that our line is over drawn as a result of pay roll this morning although we have receivables that were schedule to come in this morning and tomorrow of 100k. just want to keep the communication open as we are looking at a clean departure for both parties

Just received this correspondence from Rohit at four seasons, as we are assertively trying to get your team and ours some tangible formal documentation for all involved.

From: Rohit Bansal <rbansal@sitedevelopment.ca>

Sent: September 16, 2021 7:53 AM

To: Mike Harris <mharris@nationalstructures.ca>

Cc: bwilson@nationalstructures.ca

Subject: RE: Form for new lender

Hi Guys,

Based on the feedback I have right now, a commitment letter is expected latest by end of tomorrow. At that point, your lawyer will be able to tell the bank officially as well.

I will let you know once I hear further

Thanks

Rohit Bansal

Sincerely,

Mike Harris | General Manager

C. 289.242.8438
 P. 613.354.5400
 F. 613.354.5440
 E. mharris@nationalstructures.ca

The information contained therein is confidential for the person(s) named above and National Structures 2011 Inc. It may not be used, reproduced or disclosed to others except as specifically permitted in writing by the originator of the information. The recipient(s) of this information, by its retention and use, agrees to protect it from any loss, theft or compromise. If you have received this message in error, please notify the sender immediately. Thank you. (Privacy Act, Jan 1, 2004)



From: George D Crossman <crossman@beardwinter.com>
Sent: September 15, 2021 6:48 PM
To: 'Andre Ducasse' (aducasse@solowaywright.com) <aducasse@solowaywright.com>

Subject: National Structures 2011 Inc.

George D Crossman | Partner
crossman@beardwinter.com
 Direct Line: 416.306.1700 | Direct Fax: 416.593.7760



BEARD WINTER LLP

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aducasse@solowaywright.com

Hi Andre,

My clients asked me to provide you with an update on this matter and our current September 16th date for the HST arrears payment. My clients have been working to attain a suitable deal to move them and their business forward. With the assistance of Four Seasons Site Development our clients anticipate that financing will be available to them the latter part of next week in order to pay out the Royal Bank line in full and allow them to move to another bank. We are assembling paperwork to be available for your files in the next few days.

We believe it is in the best interests of all concerned for RBC to provide further forbearance as it relates to the HST payment that is due tomorrow.

George

This is Exhibit "L" referred to in the Affidavit of Jerry C. Tsao sworn by Jerry C. Tsao at the City of Toronto, in the Province of Ontario, before me on December 6, 2021 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

Roxanne Rejeanne Alexina Chapman, a
Commissioner, etc., Province of Ontario, for
Scoway Wright LLP, Barristers and Solicitors.
Expires July 13, 2023.

Andre Ducasse

From: Jason Spetter <jspetter@lzwlaw.com>
Sent: October 22, 2021 5:05 PM
To: Andre Ducasse
Cc: Barbara Cowper
Subject: National Structures
Attachments: National+Structures+2011+Inc_AR+Aging+Summary_.xlsx; National+Structures+2011+Inc_AP+Aging+Summary (2).xlsx; doc00689820211021145836.pdf; Scan_0115.pdf; RBC Forms.pdf

Categories: Pressing

Hi Andre,

Further to our discussion of earlier today, you have confirmed that the RBC line will remain at a \$690,000.00 limit until at least next Friday pending your client's review of our clients' disclosure, the company's action plan regarding the sale/refinancing and consideration of the additional security that may be available from our clients.

In the interim, I have attached the following for your client's review:

- CRA Notice of Assessment;
- Aged A/R;
- Aged A/P; and
- Mike and Brads completed PSOA.

Jason Spetter | B.A., LL.B.

Managing Director

D. 416 789 0655

T. 416 789 0652 x367

F. 416 789 9015

jspetter@lzwlaw.com



Lipman, Zener & Waxman PC
Barristers & Solicitors
100 Sheppard Avenue East, Suite 850
Toronto ON, M2N 6N5
lzwlaw.com

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Canada Revenue Agency
My Business Account

 Sign out

Overview

Business Number (BN):


832915888 

Access BN

Canada Emergency Wage Subsidy (CEWS) and Canada Recovery Hiring Program (CRHP)

The applications have moved.

Find the link to the application form on the **Payroll** page located at the top of the menu on the left side of this page. Then, select the payroll account you are applying for.

If you are eligible for both the CEWS and the new CRHP, apply only for the subsidy that gives you the **higher amount**. If you need to determine which subsidy to apply for use the [online calculator](#). 

Business balance and services

Outstanding returns: Yes

Total amount owing: \$453,091.39

Proceed to pay

Important information

Message Centre

Filing and balance confirmation

Manage pre-authorized debit

Direct deposit transactions

Audit enquiries

Accounts

GST/HST

RT

0001 ▾

[Account details and services](#)

Outstanding returns:

Yes

Amount owing:

\$453,078.89

Proceed to pay

Payroll

RP

0001 ▾

[Account details and services](#)

Outstanding returns:

No

Amount owing:

\$12.50 ⓘ

Proceed to pay

Corporation Income Tax

RC

0001 ▾

[Account details and services](#)**Outstanding returns:**

No

Amount owing:\$0.00

Contract Payments

RZ

0001 ▾

[Account details and services](#)[View return details](#)[View direct deposit transactions](#)

Screen ID: MBA-08

Date modified: 2021-06-29

This is Exhibit "M" referred to in the Affidavit of Jerry C. Tsao sworn by Jerry C. Tsao at the City of Toronto, in the Province of Ontario, before me on December 6, 2021 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

Roxanne Rejeanne Alexina Chapman, a
Commissioner, etc., Province of Ontario, for
Soloway Wright LLP, Barristers and Solicitors.
Expires July 13, 2023.

Andre Ducasse

From: Andre Ducasse
Sent: November 16, 2021 12:12 PM
To: John Buote
Cc: John Haralovich
Subject: RE: National Structures 2011 Inc.

Importance: High

Categories: Pressing

John,

I am following up on this matter following our call on Friday afternoon. I understand from John that he has yet to receive any of the information he previously requested from your clients and the further information discussed last Friday despite your assurances that this information would be provided yesterday. Thus, can you please obtain and provide John with the following at the earliest opportunity and please confirm when he can expect to receive same:

1. A detailed list of assets, including the make, model, number year and estimated value and condition of all equipment, and the location thereof;
2. Updated particulars with respect to HST and source deduction remittances;
3. The company's most recent trial balance; and
4. A detailed list of unsecured and secured debts.

As you know, this matter is time sensitive and John cannot properly advise on next steps without this information.

Please don't hesitate to call should you wish to further discuss this matter.

Regards,
Andre

André A. Ducasse
Partner/Associé
Soloway Wright LLP/s.r.l.
T: 613.782.3225 | F: 613.238.8507 | aducasse@solowaywright.com
700-427 Laurier Av. W, Ottawa, ON K1R 7Y2 | www.solowaywright.com

**Soloway
Wright** lawyers

From: John Buote <jbuote@brstaxlaw.ca>
Sent: November 12, 2021 9:22 AM
To: Andre Ducasse <aducasse@solowaywright.com>
Subject: RE: National Structures 2011 Inc.

Hi Andre,

I am available at any time today except for 2:00 to 3:00. My cell is 416 579 8653.

I am working from home as I recover from a left hip total replacement surgery on Oct 19, but I can take a conference call, if you set it up.

My clients are concerned that the assets are vulnerable because they are located at the various work sites, and work has stopped at each work site. The only way to protect them is to pay someone to pick them up and bring them to their yard. They have the necessary floats and equipment and they could find the worker but the workers will need to get paid.

From: Andre Ducasse <aducasse@solowaywright.com>
Sent: Friday, November 12, 2021 9:08 AM
To: John Buote <jbuote@brstaxlaw.ca>
Cc: John Haralovich <John.Haralovich@mnp.ca>
Subject: RE: National Structures 2011 Inc.

Thanks for the note John. It might be helpful for the three of us to have a call to discuss potential options. Can you please let us know of your availability in this regard?

Thanks,
Andre

From: John Buote <jbuote@brstaxlaw.ca>
Sent: November 11, 2021 3:21 PM
To: Andre Ducasse <aducasse@solowaywright.com>
Subject: FW: National Structures 2011 Inc.

Andre,

Mike and Brad believe that National Structures 2011 Inc. could receive a significantly higher net realizable value if the assets were to be sold by Brimley Auctions in their large spring auction in early 2022.

They believe that an auction sooner than that would result in bare liquidation values.

At the moment, I believe the Royal bank is behind the deemed trust provisions of approx. \$600,000 to S/D and approx.. \$600,000 in HST. That means the asset realization must exceed \$1,200,000 to begin paying of Royal Bank, which is owed some \$600,000.

I am advised that certain repairs and maintenance are currently required on some of the assets, which, if made, would substantially increase the net realizable value. To fund the repairs and maintenance, a few assets could be sold now with the proceeds going to repairs and maintenance.

If Mike and Brad voluntarily put the company into Bankruptcy, and if the above asset disposition could be properly supervised by the bank or MNP, could the bank be persuaded to hold off the sale until the spring of 2021 ? By this means, the Royal Bank's likelihood of a full recovery would be significantly improved.

John Buote

From: Andre Ducasse <aducasse@solowaywright.com>
Sent: Thursday, November 11, 2021 11:07 AM
To: John Buote <jbuote@brstaxlaw.ca>
Cc: Mike Harris <mharris@nationalstructures.ca>; "Brad Wilson" <bwilson@nationalstructures.ca>; John Haralovich <John.Haralovich@mnp.ca>
Subject: RE: National Structures 2011 Inc.

John, following your below email, this will confirm that Mr. Haralovich has not been appointed as a receiver, and the hope is that your clients will cooperate with Mr. Haralovich so that a receivership will not be required so as to minimize costs.

From: John Buote <jbuote@brstaxlaw.ca>
Sent: November 11, 2021 10:56 AM
To: John Haralovich <John.Haralovich@mnp.ca>
Cc: Andre Ducasse <aducasse@solowaywright.com>; Mike Harris <mharris@nationalstructures.ca>; "Brad Wilson" <bwilson@nationalstructures.ca>
Subject: Re: National Structures 2011 Inc.

Thank you for your early reply. I have made a request of your information needs to Mike and Brad and they are working on it today. I anticipate having answers by noon tomorrow.
 Can you confirm you have been appointed as Receiver ?

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From: John Haralovich <John.Haralovich@mnp.ca>
Sent: Thursday, November 11, 2021 10:24:50 AM
To: John Buote <jbuote@brstaxlaw.ca>
Cc: Andre Ducasse <aducasse@solowaywright.com>; Mike Harris <mharris@nationalstructures.ca>; "Brad Wilson" <bwilson@nationalstructures.ca>
Subject: RE: National Structures 2011 Inc.

John

I am free today and tomorrow from 1 to 4. In advance of a call, can I have the following:

- most recent trial balance
- list of unsecured and secured debts

If you think a teams call would work best, I can set that up.

Thank you,

John Haralovich, CIRP, LIT, CPA, CA, CMA
Senior Vice President
 DIRECT 613.691.4262
 FAX 613.726.9009
 CELL 613.297.4759
 1600 Carling Avenue Suite 800
 Ottawa, ON K1Z 1G3
john.haralovich@mnp.ca
mnpdebt.ca

MNP LTD
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 Global Alliance of Independent Firms



From: John Buote <jbuote@brstaxlaw.ca>
Sent: November 11, 2021 8:51 AM
To: John Haralovich <John.Haralovich@mnp.ca>
Cc: Andre Ducasse <aducasse@solowaywright.com>; Mike Harris <mharris@nationalstructures.ca>; "Brad Wilson" <bwilson@nationalstructures.ca>
Subject: RE: National Structures 2011 Inc.

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Good Morning Mr. Haralovich,

I represent Mr. Harris and Mr. Wilson in their personal capacity.

Please advise as to your capacity with respect to National Structures 2011 Inc. , so that we may begin to have discussions as to the next steps in this matter.

Yours truly,

John David Buote
Barrister & Solicitor

From: Andre Ducasse <aducasse@solowaywright.com>
Sent: Tuesday, November 9, 2021 4:15 PM
To: John Buote <jbuote@brstaxlaw.ca>
Cc: Mike Harris <mharris@nationalstructures.ca>; "Brad Wilson" <bwilson@nationalstructures.ca>; John Haralovich <John.Haralovich@mnp.ca>; Tsao, Jerry <jerry.tsao@rbc.com>
Subject: RE: National Structures 2011 Inc.

Dear John,

Thank you for your email and for confirming that your clients will cooperate with the Bank to enable it to realize on its security in a fair manner. In this regard, they should be cooperating with Mr. John Haralovich, who is a licensed insolvency trustee with MNP Ltd., and who is copied on this email. Can you please have Messrs. Harris and Wilson reach out to John at the earliest opportunity and in any event by no later than week's end so that they may discuss the company's insolvency and next steps in this matter. John's contact information is as follows:

John Haralovich, CIRP, LIT, CPA, CA, CMA
Senior Vice President

DIRECT 613.691.4262
FAX 613.726.9009
CELL 613.297.4759
1600 Carling Avenue Suite 800
Ottawa, ON K1Z 1G3
john.haralovich@mnp.ca

I trust the foregoing is satisfactory and in the interim, please do not hesitate to contact me directly should you wish to further discuss this matter.

Regards,

Andre

André A. Ducasse

Partner/Associé

Soloway Wright LLP/s.r.l.

T: 613.782.3225 | F: 613.238.8507 | aducasse@solowaywright.com

700-427 Laurier Av. W, Ottawa, ON K1R 7Y2 | www.solowaywright.com

**Soloway
Wright** lawyers

From: John Buote <jbuote@brstaxlaw.ca>

Sent: November 9, 2021 1:00 PM

To: Andre Ducasse <aducasse@solowaywright.com>

Cc: Mike Harris <mharris@nationalstructures.ca>; "Brad Wilson" <bwilson@nationalstructures.ca>

Subject: National Structures 2011 Inc.

Attention: Mr. Andre A. Ducasse,
Partner, Soloway Wrigh LLP/s.r.l.

Dear Mr. Ducasse,

I am an Ontario Solicitor and I represent Michael Harris and Bradley Wilson in their personal capacity.

I understand that you represent the Royal Banak of Canada with respect to National Structures 2011 Inc.

I am advised by Mr. Harris and Mr. Wison that their Corporation, National Structures 2011 Inc., is unable to continue operating and is in default of its obligations under the Forbearance Agreement dated June 9th, 2021 between Royal Bank of Canada and National Structures 2011 Inc. and Michael Harris and Bradley Wilson.

I further understand that the Forbearance Agreement has been terminated by the Bank.

As a consequence, the Royal Bank has certain legal remedies available to it as stipulated in section 7 of the Forbearance Agreement.

Mr. Harris and Mr. Wilson advise that they shall fully co-operate with the Royal Bank to enable it to realize on its security and to ensure fair treatment for all of the secured and unsecured creditors.

At your earliest opportunity, would you kindly advise me of the Bank's decision on whether it will file the Consent Judgment Order, the Consent Receivership Order or the Consent Bankruptcy Order or file similar proceedings so that I may advise my clients as to whom they should be cooperating.

John David Buote
Partner, BRS Tax Lawyers LLP
Suite 103, 2150 Islington Ave,
Toronto Ontario
M9P 3V4
Phone: 289-201-9348
Fax: 289-201-9349
Email: jbuote@brstaxlaw.ca

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Andre Ducasse

From: John Buote <jbuote@brstaxlaw.ca>
Sent: November 19, 2021 2:52 PM
To: Andre Ducasse; John Haralovich
Subject: National structures (2011) inc.

I am forwarding information requested by separate emails.

The company is willing to assign itself into bankruptcy if the Bank requests in writing addressed to the undersigned John Buote.

The company understands that the bank is unwilling to wait for an auction in the spring. It has had discussions with an Auction firm for a mid December / mid January. We are seeking written terms and will copy to you when received.

As previously advised the assets are spread out at different work sites. The assets needs to be gathered in one site and there are necessary repairs required to bring best values. The company has provided an estimate of the costs, say \$60,000.

Would the Bank be willing to advance the necessary funds to preserve the assets and repair them. The company would cooperate with MNP regarding the disbursement of the funds. Please confirm receipt of this email as I am working with only my cell phone in a hospital room and I am not certain this is getting out.

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Andre Ducasse

From: John Buote <jbuote@brstaxlaw.ca>
Sent: November 19, 2021 2:57 PM
To: Andre Ducasse; John Haralovich
Subject: Fwd: Sale and budget

Estimated costs to preserve and repair assets.

Get Outlook for iOS

From: Brad Wilson <bwilson@nationalstructures.ca>
Sent: Friday, November 19, 2021 1:31:31 PM
To: John Buote <jbuote@brstaxlaw.ca>
Cc: Mike Harris <mharris@nationalstructures.ca>
Subject: Sale and budget

John as discussed my budget for picking up the equipment and sale.

Truck driver x2.

Eric. 4 weeks. \$1200 a week

Rick. 6 weeks \$1200 a week

Labourer x1. 6 weeks. \$ 1200 a week

Mechanic x1. 6 week. \$1500 a week

My time. 6 weeks. At \$1000 per week

Total labour budget for a total 34k.

And repair budget of 20-30

At total cost of 54 to 64 k.

Brad Wilson | General Superintendent



C. [613.813.2660](tel:613.813.2660)

O. [613.354.5400](tel:613.354.5400)

F. [613.354.5440](tel:613.354.5440)

E. bwilson@nationalstructures.ca

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Andre Ducasse

From: Andre Ducasse
Sent: November 22, 2021 9:14 AM
To: John Buote
Cc: John Haralovich
Subject: RE: Equipment List

Thank you for your emails John.

As previously discussed and confirmed, the Bank supports the company making an assignment in bankruptcy and its expectation is that this will be done as soon as possible to keep this matter moving forward.

I will leave it to John H. to coordinate the assignment with your clients along with putting into place a plan to recover and sell the assets. Please ensure that your clients cooperate with and are responsive to John H. in this regard.

Your clients' anticipated cooperation is appreciated, and please don't hesitate to contact me directly should you wish to further discuss this matter.

Thank you,
Andre

André A. Ducasse
Partner/Associé
Soloway Wright LLP/s.r.l.
T: 613.782.3225 | F: 613.238.8507 | aducasse@solowaywright.com
700-427 Laurier Av. W, Ottawa, ON K1R 7Y2 | www.solowaywright.com

Soloway
Wright | lawyers

From: John Buote <jbuote@brstaxlaw.ca>
Sent: November 19, 2021 3:04 PM
To: Andre Ducasse <aducasse@solowaywright.com>; John Haralovich <John.Haralovich@mnp.ca>
Subject: FW: Equipment List

Gentlemen,

1. Please find enclosed a copy of the assets owned by National Structures (2011) Inc. ("Company") which include two assets owned by Landco, noted thereon. Those two assets do not form part of the Banks security and any proceeds of their sale would go to Landco.
2. The company is willing to place itself into bankruptcy, at the request of the Royal Bank, made in writing directed to John Buote. This is intended to ensure that the Royal Bank will be paid in full.
3. The company understands that the Bank is not willing to wait until the spring to sell the assets.
4. The Company has received an offer to auction the assets in Mid December and Mid January. As soon as the Company receives details I will forward a copy to the Bank for its comments.

5. As previously advised, the assets are spread out over many work locations and there is a security issue because the assets are not under lock and key. In addition certain assets need repairs to realize top dollar at auction. Brad has estimated it would require an additional 60,000 to preserve and repair the assets. I will forward details when it becomes available. The company would agree to MMP Having a role regarding the use of the funds

From: btallen@nationalstructures.ca <btallen@nationalstructures.ca>

Sent: Friday, November 19, 2021 9:59 AM

To: John Buote <jbuote@brstaxlaw.ca>

Cc: 'Brad. Wilson ' <bwilson@nationalstructures.ca>

Subject: Equipment List

Hi John, please see attached.

Brad

Andre Ducasse

From: John Haralovich <John.Haralovich@mnp.ca>
Sent: November 22, 2021 10:34 AM
To: John Buote; Andre Ducasse
Subject: RE: Equipment List

John

Thank you for the email and equipment details.

In order to proceed with preparation of the bankruptcy documents, I will need specific information. Do I send my list of required directly to you or the Company directors and accountant.

I think it is important to have equipment pulled from site and brought back to the main yard in advance of a bankruptcy filing. The reason for this is the General contractor might refuse access and assets could be moved. Happy to discuss this.

If there is a cost to move, I think RBC would allow those costs in advance of the filing.

For the equipment list, larger pieces, would the company have serial numbers? That would be helpful in confirming the specific asset and arriving at a possible liquidation value.

Please reach out should you have any questions.

Thank you both,

John Haralovich, CIRP, LIT, CPA, CA, CMA

Senior Vice President

DIRECT 613.691.4262
FAX 613.726.9009
CELL 613.297.4759
 1600 Carling Avenue Suite 800
 Ottawa, ON K1Z 1G3
john.haralovich@mnp.ca
mnpdebt.ca



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From: John Buote <jbuote@brstaxlaw.ca>
Sent: November 19, 2021 3:04 PM
To: Andre Ducasse <aducasse@solowaywright.com>; John Haralovich <John.Haralovich@mnp.ca>
Subject: FW: Equipment List

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Gentlemen,

1. Please find enclosed a copy of the assets owned by National Structures (2011) Inc. ("Company") which include two assets owned by Landco, noted thereon. Those two assets do not form part of the Banks security and any proceeds of their sale would go to Landco.
2. The company is willing to place itself into bankruptcy, at the request of the Royal Bank, made in writing directed to John Buote. This is intended to ensure that the Royal Bank will be paid in full.
3. The company understands that the Bank is not willing to wait until the spring to sell the assets.
4. The Company has received an offer to auction the assets in Mid December and Mid January. As soon as the Company receives details I will forward a copy to the Bank for its comments.
5. As previously advised, the assets are spread out over many work locations and there is a security issue because the assets are not under lock and key. In addition certain assets need repairs to realize top dollar at auction. Brad has estimated it would require an additional 60,000 to preserve and repair the assets. I will forward details when it becomes available. The company would agree to MMP Having a role regarding the use of the funds

From: btallen@nationalstructures.ca <btallen@nationalstructures.ca>

Sent: Friday, November 19, 2021 9:59 AM

To: John Buote <jbuote@brstaxlaw.ca>

Cc: 'Brad. Wilson ' <bwilson@nationalstructures.ca>

Subject: Equipment List

Hi John, please see attached.

Brad

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Andre Ducasse

From: Andre Ducasse
Sent: November 25, 2021 10:56 AM
To: John Buote
Cc: John Haralovich; "Brad Wilson"; Mike Harris
Subject: RE: Information in advance of filing assignment

John, may we please hear from you? Unless there is meaningful progress on assigning the company in bankruptcy by day's end, my instructions are to bring an application to have the consent bankruptcy order issued by the Court, which I trust won't be necessary. As previously discussed, this will only serve to increase costs, which will further potentially expose your clients on their personal guarantees.

Please feel free to call should you wish to further discuss this matter.

Regards,
 Andre

From: Andre Ducasse
Sent: November 24, 2021 4:43 PM
To: John Buote <jbuote@brstaxlaw.ca>; John Haralovich <John.Haralovich@mnp.ca>; "Brad Wilson" <bwilson@nationalstructures.ca>; Mike Harris <mharris@nationalstructures.ca>
Subject: RE: Information in advance of filing assignment

John, we don't understand your email, as no one has been contacted. From the outset you have confirmed that your clients would cooperate, but matters have not meaningfully moved forward over the last several weeks. The purpose of John H's email was to obtain the information required to move forward with a voluntary assignment in bankruptcy as your confirmed your clients were prepared to do. Thus, please confirm your clients' intention in this regard so we can hopefully move this matter forward. If your clients are still prepared to voluntarily assign, then I would suggest that they work directly with John H. in this regard as this will be more efficient. Please advise asap.

Thanks,
 Andre

From: John Buote <jbuote@brstaxlaw.ca>
Sent: November 24, 2021 4:35 PM
To: John Haralovich <John.Haralovich@mnp.ca>; "Brad Wilson" <bwilson@nationalstructures.ca>; Mike Harris <mharris@nationalstructures.ca>
Cc: Andre Ducasse <aducasse@solowaywright.com>
Subject: Re: Information in advance of filing assignment

You have not been authorized to contact the company's suppliers or creditors. Do not take any further action without written authorization.

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From: John Haralovich <John.Haralovich@mnp.ca>
Sent: Wednesday, November 24, 2021 11:18:37 AM
To: John Buote <jbuote@brstaxlaw.ca>; "Brad Wilson" <bwilson@nationalstructures.ca>; Mike Harris <mharris@nationalstructures.ca>

Cc: Andre Ducasse <aducasse@solowaywright.com>

321

Subject: Information in advance of filing assignment

Gentlemen

We understand the Company has consented to voluntarily assign the Company into bankruptcy. We have started to input the creditors using the October 2021 accounts payable list which is helpful, thank you.

The list of information we require to complete the necessary documents are as follows (if a cloud based version of Quick Books is being used, some of the items below can be obtained directly by our firm once we are given access):

- copy of article so incorporation
- confirmation of directors and their mailing addresses (required to directors resolution and notice of bankruptcy to be served on directors)
- bank statements and cancelled cheques from November 2020 to current
- detailed accounts receivable list:
 - copy of invoices and contracts to support amounts due
 - support for wage subsidy receivable
- if there are holdback accounts receivable, copies of supporting invoices and contracts along with an indication of when payment will be due
- for the list of assets, where are they located?
- auction proposal, when do you think you will receive their proposal?
- ideally the assets should be moved now to a central, controlled safe location. If there are costs, RBC should be contacted to allow those payments to clear.
- detailed inventory listing and location of materials to arrive at a current value
- copy of current insurance policy and name of broker
- for employees we require the following:
 - all payrolls processed in 2021
 - list of vacation outstanding by employee
 - list of wages outstanding by employee
 - year to date payroll records by employee
 - copy of all separation slips issued within the last 6 months
 - all remittance payments made to CRA and monthly filings for 2021
 - address and SIN for all employees who worked for the business over the last 6 months (required for Wage Earner Protection Program)
- for HST, copy of all monthly filings for 2021 including support for the reports filed with CRA
- current AP list along with addresses and account numbers (include holdback AP amounts)
- support for amount due to all unions including pensions
- support for Federal taxes due in the amount of \$484,007 (account 2845)
- loan schedules and contracts for various long term debt, accounts 2648 to 2676 (equipment and vehicles)
- support for BDC loan amounts in account 2930 and 2931
- year to date detailed general ledger
- current trial balance

I would be happy to jump on a teams call or conference call to discuss the above and timing of when we can expect the material.

Thank you, John

John Haralovich, CIRP, LIT, CPA, CA, CMA
Senior Vice President
DIRECT 613.691.4262
FAX 613.726.9009
CELL 613.297.4759
1600 Carling Avenue Suite 800
Ottawa, ON K1Z 1G3
john.haralovich@mnp.ca
mnpdebt.ca



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From: John Buote <jbuote@brstaxlaw.ca>
Sent: November 19, 2021 2:57 PM
To: Andre Ducasse <aducasse@solowaywright.com>; John Haralovich <John.Haralovich@mnp.ca>
Subject: Fwd: YE Files Attached

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From: Brad Wilson <bwilson@nationalstructures.ca>
Sent: Friday, November 19, 2021 1:21:22 PM
To: John Buote <jbuote@brstaxlaw.ca>
Cc: Mike Harris <mharris@nationalstructures.ca>
Subject: Fwd: YE Files Attached

John please see attached

Brad Wilson | General Superintendent

C. [613.813.2660](tel:613.813.2660)
O. [613.354.5400](tel:613.354.5400)
F. [613.354.5440](tel:613.354.5440)
E. bwilson@nationalstructures.ca

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Begin forwarded message:

From: Paul Rye <prye@nationalstructures.ca>
Date: November 19, 2021 at 9:37:08 AM EST

To: "Brad. Wilson" <bwilson@nationalstructures.ca>
Subject: YE Files Attached

323

As updated.
Regards,

Paul Rye | Controller
National Structures 2011 Inc.

15 Kellwood Cre. Napanee, ON K7R 4A1
C. 613.403.7116
P. 613.354.5400
F. 613.354.5440
E. prye@nationalstructures.ca

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Andre Ducasse

From: John Haralovich <John.Haralovich@mnt.ca>
Sent: November 26, 2021 2:19 PM
To: Brad Wilson
Cc: John Buote; Andre Ducasse; Mike Harris
Subject: RE: National Structures (2011) Inc.

Categories: Pressing

Brad

I will make myself available.

Regards,

John Haralovich, CIRP, LIT, CPA, CA, CMA

Senior Vice President

DIRECT 613.691.4262
 FAX 613.726.9009
 CELL 613.297.4759
 1600 Carling Avenue Suite 800
 Ottawa, ON K1Z 1G3
john.haralovich@mnt.ca
mntdebt.ca

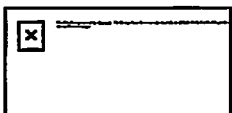


From: Brad Wilson <Bwilson@nationalstructures.ca>
Sent: November 26, 2021 1:53 PM
To: John Haralovich <John.Haralovich@mnt.ca>
Cc: John Buote <jbuote@brstaxlaw.ca>; Andre Ducasse <aducasse@solowaywright.com>; Mike Harris <mharris@nationalstructures.ca>
Subject: Re: National Structures (2011) Inc.

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Can we set 3:45 for the meeting and I will also send a teams meeting invite

Brad Wilson | General Superintendent



C.613.813.2660
 O.613.354.5400
 F.613.354.5440

E. bwilson@nationalstructures.ca

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(Privacy Act, Jan 1, 2004)

On Nov 26, 2021, at 11:00 AM, John Haralovich <John.Haralovich@mnp.ca> wrote:

Brad

Thank you for the response.

For Monday, as it stands now, I am not available between 2:30 and 3:30 and generally available throughout the day.

We can review the priority of docs:

- Most important for all is to get possession and control of the assets. This can be done pre-filing.
- Creditor information and details would be next. The document to file the bankruptcy are to report the assets and liabilities of the company as of the date of filing.

If required, once we are appointed we can engage your controller as our agent to pull the payroll and other docs. I leave that as an option to help you and Mike.

Please confirm a time and call in details.

I am available should you have any other questions.

Regards,

John Haralovich, CIRP, LIT, CPA, CA, CMA <image001.jpg>

Senior Vice President

DIRECT 613.691.4262

FAX 613.726.9009

CELL 613.297.4759

1600 Carling Avenue Suite 800

Ottawa, ON K1Z 1G3

john.haralovich@mnp.ca

mnpdebt.ca

<image002.png> <image003.png>

<image004.jpg>

From: Brad Wilson <Bwilson@nationalstructures.ca>

Sent: November 26, 2021 10:53 AM

To: John Haralovich <John.Haralovich@mnp.ca>

Cc: John Buote <jbuote@brstaxlaw.ca>; Andre Ducasse <aducasse@solowaywright.com>; Mike Harris <mharris@nationalstructures.ca>

Subject: Re: National Structures (2011) Inc.

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Good morning John. I would be more than happy to get on a phone call with you so that I better understand these processes, but I will say that John will need to be included in any conversation. As for the list of documents I am working on collecting, the list is quite substantial. Can you please prioritize the list for me?

Can we set up something up for Monday afternoon?

Brad Wilson | General Superintendent

C.613.813.2660

O.613.354.5400

F.613.354.5440

E. bwilson@nationalstructures.ca

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On Nov 25, 2021, at 2:58 PM, John Haralovich <John.Haralovich@mnp.ca> wrote:

To all,

I am open to have a call with Brad and Mike and walk through the list, identify the most important items etc.

The key to this matter is asset preservation and updating RBC its security is under possession and control of a third party trusted by the Company and Trustee.

I can jump on a call anytime until the end of the day.

Regards,

John Haralovich, CIRP, LIT, CPA, CA, CMA <image001.jpg>

Senior Vice President

DIRECT 613.691.4262

FAX 613.726.9009

CELL 613.297.4759

1600 Carling Avenue Suite 800

Ottawa, ON K1Z 1G3

john.haralovich@mnp.ca

mnpdebt.ca

<image002.png> <image003.png>

<image004.jpg>

From: John Buote <jbuote@brstaxlaw.ca>

Sent: November 25, 2021 1:35 PM

To: Andre Ducasse <aducasse@solowaywright.com>; John Haralovich

<John.Haralovich@mnp.ca>

Cc: "Brad Wilson" <bwilson@nationalstructures.ca>; Mike Harris

<mharris@nationalstructures.ca>

Subject: National Structures (2011) Inc.

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Andre and John,

Brad and Mike were concerned that MNP was preparing to contact their supplies and client immediately or in the near future without notice to them.

They do not want that to happen.

They are satisfied to hear from you now, that no suppliers or clients one will be contacted without Brad and Mike being advised ahead of time.

You will know that there are no paid employees at NSI any longer. No accountant - no staff whatsoever. Therefore it is falling to Brad, in his personal capacity, without pay or remuneration, to respond to MNP requirements. He has, in fact, provided substantial information recently as acknowledged by you and John H.

Understandably, Brad is significantly stressed and working hard without much appreciation from anyone for what he is doing for the best interest of everyone. So demands issued harshly does not go down well.

The Bank will get paid out in full as it will be second behind the cra source deductions debt and there will invariably be sufficient proceeds from the auction process, as I am sure you and John will both agree.

Please understand that Brad is leaning on his personal relationships to help him gather additional information. He was recently working on gathering all of the financing lease contracts to determine the buy-out amounts and he has been discussing possible terms of an auctioneer agreement.

Brad has received the information request from MNP and will begin to gather as much as he can as fast as he can. Brad and Mike are trying to co-operate as best they can in difficult circumstances.

This email and any accompanying attachments contain confidential information intended only for the individual or entity named above. Any dissemination or action taken in reliance on this email or attachments by anyone other than the intended recipient is strictly prohibited. If you believe you have received this message in error, please delete it and contact the sender by return email. In compliance with Canada's Anti-spam legislation (CASL), if you do not wish to receive further electronic communications from MNP, please reply to this email with "REMOVE ME" in the subject line.

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Andre Ducasse

From: John Buote <jbuote@brstaxlaw.ca>
Sent: November 29, 2021 3:43 PM
To: Andre Ducasse; John Haralovich
Cc: "Brad Wilson"; Mike Harris; Dave Fry (dave@killen.ca)
Subject: National Structures (2011) Inc. NSI temporary estate number
Attachments: temp cert.pdf

Gentlemen,

Please be advised that the corporation has file a Notice of Intent to make a Proposal, through the offices of Richard Killen & Associates Ltd..

We understand that you will receive official notification later this week, this is just a courtesy notification.

The company decided that it wanted its Trustee to have a high degree of independence from any creditor.

For that reason, they decided to go with a new Trustee.

We expect and look forward to paying off the RBC in full, from the proceeds of the auction.

We will keep you advised.

In the circumstances, there is no need for the conference call, previously scheduled for 3:45 this afternoon.

John Buote

From: dave@killen.ca <dave@killen.ca>
Sent: Monday, November 29, 2021 2:57 PM
To: John Buote <jbuote@brstaxlaw.ca>;
Subject: NSI temporary estate number

Everything filed at 2:32 today

I will call around 325 and if I get the official one we will send it off

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of CanadaGouvernement
du Canada[Home](#) > ... > [Landing Page .\(\)](#)

New filing - submission is pending review

Welcome **Richard Killen** | [Preferences](#) | [E-Filing helpdesk](#) | [Instructions](#) | [Logout](#)

i This new filing has been successfully transmitted and will be reviewed by an Official Receiver.

Estate Information

- **Company Name:** National Structures 2011 Inc.
- **Temporary ID Number:** 33-TMPa93158

Reference

- The Reference Number for this transaction is: **19185100**.
- Submitted by Richard Killen.
- 2021-11-29 14:32 EST

Date modified: 2021-09-01

Andre Ducasse

From: Andre Ducasse
Sent: November 29, 2021 5:34 PM
To: John Buote
Cc: "Brad Wilson"; Mike Harris; John Haralovich
Subject: RE: National Structures (2011) Inc. NSI temporary estate number

Importance: High

Categories: Pressing

John,

This is regrettable and demonstrates that your clients have not been dealing with the Bank in good faith.

As you know, the Bank, through MNP, has now repeatedly requested over the last several weeks a complete listing of the company's assets and the location thereof. As well, MNP has emphasized the importance of securing and protecting the assets for the secured and priority creditors. This information is required to be provided to the Bank pursuant to the express terms and conditions of the loan and security instruments held by the Bank. Despite various assurances that this information would be provided none of it has to date been provided. Instead, and rather than cooperate with Bank and participate on a previously scheduled call, in the interim your clients, contrary to what was agreed to with the Bank, elected to file an NOI, with a licensed insolvency trustee that is likely unknown to the Bank. As a result of your clients' lack of cooperation, the Bank is currently unable to confirm the current whereabouts of the assets subject to its security, whether the assets are being safeguarded and who, if anyone, has care and control of the assets, and whether they are insured.

In the circumstances, I suspect that my instructions from the Bank will likely be to bring a receivership application to file the consent receivership order that your clients executed as part of the now terminated forbearance agreement. In this regard, you should note that the Bank's notice of intention to enforce security issued pursuant to s. 244 of the BIA expired on May 21, 2021. Thus, the filing of an NOI by your clients does not in any way stay the Bank from enforcing its security.

Please confirm the following by no later than **12:00 pm tomorrow**:

- Where the assets subject to the Bank's security are currently located. Please provide a list and the location of the assets, which has now been repeatedly requested by the Bank. If any party is in care and control of the assets, please confirm the identify of the party and provide contact information. The Bank requires this information so that it may take whatever conservatory measures may be required to preserve and protect the assets subject to its security.
- Please confirm that no assets subject to the Bank's security will be sold or otherwise dealt with. Please also confirm that no steps will be taken with respect to these assets without the Bank's express and written consent and authorization.
- That all of the assets subject to the Bank's security are fully insured and provide an insurance certificate in this regard.

In the interim, this will confirm that the Bank is reserving all of its rights and remedies and no defaults are being waived.

Your clients' immediate attention to the foregoing is required.

Thank you,

André A. Ducasse
Partner/Associé
Soloway Wright LLP/s.r.l.
T: 613.782.3225 | C: 613.324.3732 | F: 613.238.8507 | aducasse@solowaywright.com
700-427 Laurier Av. W, Ottawa, ON K1R 7Y2 | www.solowaywright.com

**Soloway
Wright** | lawyers

From: John Buote <jbuote@brstaxlaw.ca>
Sent: November 29, 2021 3:43 PM
To: Andre Ducasse <aducasse@solowaywright.com>; John Haralovich <John.Haralovich@mpn.ca>
Cc: "Brad Wilson" <bwilson@nationalstructures.ca>; Mike Harris <mharris@nationalstructures.ca>; Dave Fry
(dave@killen.ca) <dave@killen.ca>
Subject: National Structures (2011) Inc. NSI temporary estate number

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Andre Ducasse

From: John Buote <jbuote@brstaxlaw.ca>
Sent: November 30, 2021 11:55 AM
To: Andre Ducasse
Subject: NSI

Andre,

The assets are being protected and moved to the company's premises. They should all be there by mid week next.

Brad has been arranging the move and is in charge.

No assets will be sold pending confirmation of rbc rights.

I am checking to ensure the insurance is fully paid.

Everyone wants the bank to be paid and the bank will be paid.

I will contact you further after I know about the insurance.

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Andre Ducasse

From: Andre Ducasse
Sent: November 30, 2021 5:02 PM
To: John Buote
Cc: dave@killen.ca
Subject: RE: NSI

John,

The Bank has lost confidence in your clients' ability to recover and secure the assets, all of which are subject to RBC's first-ranking security. In this regard, over the last weeks you repeatedly confirmed that the assets were vulnerable because they were located at various unsecured worksites, at which work had stopped, and that the only way to protect the assets was to recover them. You further confirmed that your clients did not have the equipment necessary to recover the assets, nor the funds to do so, which your clients claimed exceeded \$60,000. In the interim, your clients ignored repeated requests for a list of the assets confirming their locations. You therefore inquired as to whether the Bank would fund the recovery. Despite, all of the foregoing, your clients are now suggesting that they will be recovering and safeguarding the assets, which is wholly inconsistent with your previous advice on the issue.

Further, it is evident from your clients filing of an NOI that, despite their previous assurances that they would cooperate with the Bank, they are attempting to exclude the Bank from the sales process. In this regard, they have conferred with an auctioneer without conferring with or seeking or obtaining the Bank's consent and approval, and they have suggested selling the assets in the spring, all of which is unacceptable to the Bank. Further, the foregoing was done despite the fact that RBC is constituted as a first-ranking secured creditor that is not prepared to support any proposal proceedings. Thus, in the circumstances and without secured creditor support, there are no prospects for any BIA proposal to succeed. Further, none of the assets subject to RBC's security are to be used to fund the proposal proceedings. I am copying Richard Killen on this email so that they are aware of the Bank's position and to avoid any confusion in this regard.

Given the foregoing, the Bank is not prepared to support any sales process involving the sale of assets subject to its security that is not Court supervised, sanctioned and approved. This will require that an appropriate and sufficient sales and marketing process be implemented so as to maximize recovery for all stakeholders. This will protect the interests of all stakeholders, including those of your clients. Thus, my instructions are to proceed with having the consent receivership order issued by the Court so that the assets can then be sold in an orderly manner under Court supervision and with the Court's approval. Further, the best means by which to address the various competing claims in this matter, including those of secured creditors, lessors, priority creditors and any deemed statutory trust claims is in the context of a receivership, which will provide a forum to adjudicate any disputes if necessary.

Should you wish to further discuss this matter, please do not hesitate to contact me directly.

Regards,
André A. Ducasse
Partner/Associé
Soloway Wright LLP/s.r.l.
T: 613.782.3225 | F: 613.238.8507 | aducasse@solowaywright.com
700-427 Laurier Av. W, Ottawa, ON K1R 7Y2 | www.solowaywright.com

**Soloway
Wright** | lawyers

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I am checking to ensure the insurance is fully paid.

Everyone wants the bank to be paid and the bank will be paid.

I will contact you further after I know about the insurance.

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This is Exhibit "N" referred to in the Affidavit of Jerry C. Tsao sworn by Jerry C. Tsao at the City of Toronto, in the Province of Ontario, before me on December 6, 2021 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

Roxanne Rejeanne Alexina Chapman, a
Commissioner, etc., Province of Ontario, for
Soloway Wright LLP, Barristers and Solicitors.
Expires July 13, 2023.

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE****BETWEEN:****ROYAL BANK OF CANADA**

Applicant

- and -

NATIONAL STRUCTURES (2011) INC.

Respondent

**APPLICATION UNDER s. 101 of the *Courts of Justice Act*, R.S.O. 1990, c.C-43,
s. 243 (1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, ss. 67(1)(a) and (e) of the
Personal Property Security Act, R.S.O. 1990, c. P.10 and
Rules 14.05(2), (3) (g) and (h) of the *Rules of Civil Procedure***

C O N S E N T

MNP Ltd. hereby agrees and consents to act as the Court-Appointed Receiver/Manager without security of the Respondent should a receivership order be made in the within application against the said Respondent.

DATED this 2 day of December, 2021.

MNP Ltd.Per: 

Name: John Haralovich, CPA, CA, CMA, LIT

Title: Senior Vice-President

As Receiver without security, and not in its
personal capacity

ROYAL BANK OF CANADA
Applicant

-and- NATIONAL STRUCTURES (2011) INC.
Respondents

APPLICATION UNDER s. 101 of the *Courts of Justice Act*, R.S.O. 1990, c.C-43 and s. 243 (1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, ss. 67(1)(a) and (e) of the *Personal Property Security Act*, R.S.O. 1990, c. P.10 and Rules 14.05(2), (3) (g) and (h) of the *Rules of Civil Procedure*

Court File No. CV-21-00088063-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
PROCEEDING COMMENCED AT OTTAWA

AFFIDAVIT OF JERRY C. TSAO
(Sworn on December 6, 2021)

SOLOWAY WRIGHT LLP
Lawyers
700-427 Laurier Avenue West
Ottawa, ON K1R 7Y2

André A. Ducasse (#44739R)
aducasse@solowaywright.com
613-236-0111 telephone
613-238-8507 facsimile

Lawyers for the Applicant

ROYAL BANK OF CANADA
Applicant

-and- NATIONAL STRUCTURES (2011) INC.
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Court File No. CV-21-00088063-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
PROCEEDING COMMENCED AT OTTAWA

APPLICATION RECORD

SOLOWAY WRIGHT LLP

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André A. Ducasse (#44739R)
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Lawyers for the Applicant