

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

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

B E T W E E N:

NATIONAL BANK OF CANADA

Applicant

- and -

**NIMBUS ENVIRONMENTAL SOLUTIONS INC., OAKDALE ENTERPRISES INC.,
NIMBUS WATER SYSTEMS INC., 365 PRO INSTALLATIONS INC.,
2242462 ONTARIO LIMITED AND WATER FILTER CART INC.**

Respondents

APPLICATION RECORD

August 19, 2021

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(as at August 19, 2021)

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AND TO:	<p>HER MAJESTY THE QUEEN IN THE RIGHT OF THE PROVINCE OF BRITISH COLUMBIA 1802 Douglas Street, 6th Floor Victoria, BC V8T 4K6</p> <p>c/o Sonja Shaw (Receivables Management Office) Fax: 1 (250) 356-1090 Email: Sonja.Shaw@gov.bc.ca</p> <p>Crown charge registration pursuant to Provincial Sales Tax (British Columbia)</p>
AND TO:	<p>THE BANK OF NOVA SCOTIA 4715 Tahoe Boulevard Mississauga, ON L4W 0B4</p> <p>THE BANK OF NOVA SCOTIA - CENTRAL MORTGAGE UNIT 10 Wright Boulevard Stratford, ON N5A7X9</p> <p>THE BANK OF NOVA SCOTIA P.O. Box 403 Don Mills, ON M3C 2T2</p> <p>BANK OF NOVA SCOTIA - ONTARIO CAU Std. Life Bldg, 120 King St W at Bay, 5th Hamilton, ON L8P 4V2</p> <p>c/o: THE BANK OF NOVA SCOTIA – LEGAL DEPARTMENT Richard Shimoda Senior Legal Counsel Tel: (416) 866-6828 Email: richard.shimoda@scotiabank.com</p> <p>PPSA registrant (Ontario and Nova Scotia)</p>

AND TO:	<p>SCOTIA DEALER ADVANTAGE INC. 4190 Logheed Hwy. Suite 300 Burnaby, BC V5C 6A8</p> <p>c/o Credit/Retail Lending Tel: 1 (877) 375-2771 Email: SDAcredit@scotiadealeradvantage.com Email: customerservice@scotiadealeradvantage.com</p> <p>PPSA registrant (Nova Scotia)</p>
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AND TO:	DEPARTMENT OF JUSTICE (CANADA) Ontario Regional Office 120 Adelaide Street West, Suite 400 Toronto, ON M5H 1T1 Diane Winters Email: diane.winters@justice.gc.ca
AND TO:	HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ONTARIO AS REPRESENTED BY THE MINISTER OF FINANCE INSOLVENCY UNIT 6th Floor, 33 King Street West Oshawa, ON L1H 8H5 Leslie Crawford Tel: (905) 433-5657 Email: leslie.crawford@ontario.ca Insolvency Unit Email: insolvency.unit@ontario.ca

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(as at August 19, 2021)**

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

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NIMBUS WATER SYSTEMS INC., 365 PRO INSTALLATIONS INC.,
2242462 ONTARIO LIMITED AND WATER FILTER CART INC.**

Respondents

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TAB 1



Court File No. CV-21-_____ -00CL

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

Electronically issued : 19-Aug-2021
Délivré par voie électronique :
Toronto

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NIMBUS WATER SYSTEMS INC., 365 PRO INSTALLATIONS INC.,
2242462 ONTARIO LIMITED AND WATER FILTER CART INC.**

Respondents

NOTICE OF APPLICATION

TO THE RESPONDENTS:

A LEGAL PROCEEDING HAS BEEN COMMENCED by the Applicant. The claim made by the Applicant appears on the following pages.

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

- In person
- By telephone conference
- By video conference

before a Judge presiding over the Ontario Superior Court of Justice (Commercial List) on August 23, 2021 at 10:00 a.m., and heard by judicial video conference via Zoom at Toronto, Ontario, in accordance with the Changes to Commercial List operations in light of COVID-19 and the updated Notice to the Profession dated April 20, 2021, effective as of April 27, 2021, issued by Chief Justice Morawetz. Please refer to the conference details attached as **Schedule "A"** hereto in order to attend the application hearing, and advise if you intend to join the hearing by emailing Leanne M. Williams at lwilliams@tgf.ca.

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: August ____, 2021

Issued by: _____

Local Registrar

Address of court office: 330 University Avenue, 9th Floor
Toronto ON M5G 1R7

TO:

THIS HONOURABLE COURT

AND TO THE RESPONDENTS:

NIMBUS ENVIRONMENTAL SOLUTIONS INC.

112 Oakdale Road
Toronto, ON M3N 1V9

OAKDALE ENTERPRISES INC.

112 Oakdale Road
Toronto, ON M3N 1V9

NIMBUS WATER SYSTEMS INC.

112 Oakdale Road
Toronto, ON M3N 1V9

365 PRO INSTALLATIONS INC.

112 Oakdale Road
Toronto, ON M3N 1V9

2242462 ONTARIO LIMITED

112 Oakdale Road
Toronto, ON M3N 1V9

WATER FILTER CART INC.

112 Oakdale Road
Toronto, ON M3N 1V9

c/o: **Panagioti (Peter) Bozzo**
Director and Officer
Email: peter@nimbuswatersystems.com

AND TO:

CAPO SGRO LLP
7050 West Road, Suite 400
Woodbridge, ON L4L 8G7

Attention: Erica D. Cappello
Tel: (905) 850-7000
Fax: (905) 850-7050
Email: ecappello@cslp.ca

Lawyers for the Respondents

APPLICATION

THE APPLICANT, National Bank of Canada (the “**Bank**”), makes an application for:

1. an Order abridging the time for service of this Notice of Application and the materials filed in support of the application, authorizing service via electronic mail and dispensing with further service thereof;
2. 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, appointing BDO Canada Limited (“**BDO**”) as receiver and manager (in such capacity, the “**Receiver**”), without security, of all of the assets, undertakings and properties of each of Nimbus Environmental Solutions Inc. (“**Nimbus Environmental**”), Oakdale Enterprises Inc. (“**Oakdale**”), Nimbus Water Systems Inc. (“**Nimbus Water**”), 365 Pro Installations Inc. (“**365 Pro**”), Water Filter Cart Inc. (“**Water Filter**”), and 2242462 Ontario Limited (“**224**” and collectively, the “**Respondents**” or the “**Nimbus Group**”), including, but not limited to, the lands and premises of Oakdale municipally known as 112 Oakdale Road, Toronto, Province of Ontario (the “**Real Property**”), and more specifically described as: PIN10293-0072(LT): PCLS 123-1 & 124-1 SECT. M770 LOTS 123 & 124 PL 66M770 TWP OF YORK/NORTH YORK, CITY OF TORONTO (collectively, the “**Property**”);
3. staying all rights and remedies against the Respondents, the Receiver, or affecting the Property; and
4. such other relief as counsel may request and this Honourable Court may deem just.

THE GROUNDS FOR THE APPLICATION ARE:

Background

5. All capitalized terms not expressly defined herein are defined in the Affidavit of Sonia de Lorenzi sworn in support hereof (the “**de Lorenzi Affidavit**”).
6. The Nimbus Group is a Canadian privately owned and operated group of companies located in North York, Ontario, that provide sales, installation and service of water treatment systems for residential, commercial and industrial clients across Canada.
7. Panagioti (Peter) Bozzo (“**Bozzo**”) is listed as the sole officer and director of each of the Respondents.

Offers of Financing

8. Pursuant to an offer of financing dated August 1, 2019 (the “**Nimbus Offer of Financing**”), the Bank made available to Nimbus the following credit facilities (collectively, the “**Nimbus Credit Facilities**”):
 - (a) a revolving line of credit in the maximum principal amount of \$2,000,000, subject to margin availability; and
 - (b) a non-revolving term loan in the maximum principal amount of \$3,200,000.
9. Pursuant to an offer of financing dated August 1, 2019 (the “**Oakdale Offer of Financing**” and together with the Nimbus Offer of Financing, the “**Offers of Financing**”), the Bank made available to Oakdale a non-revolving term loan in the maximum principal amount of \$7,400,000 (collectively, the “**Oakdale Credit Facility**” and together with the Nimbus Credit Facilities, the “**Credit Facilities**”).

10. As at July 22, 2021, the Borrowers were collectively indebted to the Bank under the Credit Facilities in the amount of \$11,684,195.57 (the “**Indebtedness**”), including accrued interest and costs, and accrued legal fees and disbursements incurred by the Bank to June 30, 2021.

11. As more specifically described in the de Lorenzi Affidavit:
 - (a) each of Nimbus and Oakdale cross-guaranteed the Indebtedness and obligations to the Bank pursuant to separate unlimited guarantees, each dated August 28, 2019, and each of Nimbus Water, 365 Pro, 224 and Water Filter (collectively, the “**Corporate Guarantors**”) guaranteed the Borrowers’ Indebtedness and obligations to the Bank pursuant to separate unlimited guarantees, all dated August 28, 2019 (collectively, the “**Corporate Guarantees**”);
 - (b) as security for their respective obligations to the Bank, each of the Borrowers and the Corporate Guarantors granted to the Bank security over all of their personal property pursuant to separate general security agreements, each dated August 28, 2019 (collectively, the “**GSAs**”);
 - (c) as security for its obligations to the Bank as a borrower and guarantor, Oakdale granted a Charge/Mortgage of Land in favour of the Bank in the principal amount of \$12,600,000 registered against title to the Real Property on September 16, 2019, and a General Assignment of Rents and Leases dated August 28, 2019 registered on title to the Property on September 16, 2019 (collectively, the “**Oakdale Charge and Assignment of Rents**”); and

- (d) Bozzo (the “**Personal Guarantor**”) also executed and delivered separate personal guarantees of the obligations of each of the Borrowers to the Bank, as follows:
- (i) with respect to Oakdale, a guarantee dated August 28, 2019 in the principal amount of CAD \$1,980,000.00 plus interest thereon from the date of demand; and
 - (ii) with respect to Nimbus, a guarantee dated August 28, 2019 in the principal amount of CAD \$1,482,500.00 plus interest thereon from the date of demand (collectively, the “**Personal Guarantees**”, and, together with the Guarantees, the GSAs and the Oakdale Charge and Assignment of Rents, the “**Security**”).
12. It is a term of each of the GSAs that the Bank may appoint a receiver over the applicable Nimbus Group entity upon default of any of their respective obligations to the Bank.
13. The Bank made a registration against each of the Borrowers and the Corporate Guarantors pursuant to the *Personal Property Security Act* (Ontario) on August 2, 2019 against all classes of collateral, except “consumer goods”.
14. On June 5, 2021, the Bank also made registrations against Nimbus in Alberta, British Columbia, Manitoba and Nova Scotia, pursuant to specific personal property security legislation in force in each of those provinces, in each case over all present and after-acquired personal property of the debtor.

History of Defaults Under the Offers of Financing

15. Following certain defaults committed by the Borrowers under the Offers of Financing, by letters dated October 5, 2020, November 23, 2020 and April 13, 2021, the Bank advised the Borrowers that they were in default of their obligations to the Bank.
16. By agreement dated April 22, 2021, the Bank, the Borrowers, the Corporate Guarantors, and the Personal Guarantor (collectively, the “**Credit Parties**”) entered into a forbearance agreement (the “**Forbearance Agreement**”) whereby the Bank agreed to forbear from enforcing its rights and remedies until June 30, 2021.
17. Pursuant to the terms of the Forbearance Agreement, the Credit Parties consented to the appointment of BDO Canada Limited as the Bank’s consultant (in such capacity, the “**Consultant**”) to review the operations and financial position of the Nimbus Group.
18. The Forbearance Agreement is at an end and the Bank, in its sole discretion, has been continuing to support the Nimbus Group in the face of ongoing defaults, on a day-to-day basis.
19. By letters dated July 26, 2021 addressed to each of the Credit Parties, the Bank demanded payment of the Indebtedness together with all applicable interest, fees, and other costs to the date of payment and together therewith delivered to each of the Borrowers and the Corporate Guarantors a Notice of Intention to Enforce Security pursuant to section 244 of the BIA (collectively, the “**Demands and BIA Notices**”).
20. The 10-day statutory deadline for the repayment of the Indebtedness set out in the Demands and BIA Notices expired on August 5, 2021. As of today’s date, the Credit Parties have

failed to repay the Indebtedness and the Bank is in a position to enforce its rights and remedies under the Security.

Necessity for the Appointment of the Receiver

21. The Bank's need for the appointment of the Receiver is apparent based on the current circumstances, including the following:

- (a) the Borrowers remain in default of their obligations to the Bank;
- (b) as a result of the Borrowers' lack of up-to-date financial reporting, the Bank is unable to ascertain its security position;
- (c) the Borrowers are unable to meet their financial obligations generally as they become due;
- (d) the Bank is gravely concerned by the fact that Bozzo has been unresponsive to the Bank's continued requests for information;
- (e) although the Bank has tolerated certain defaults in order to provide the Borrowers with an opportunity to remedy same, the Bank is no longer prepared to tolerate such defaults given its complete loss of confidence in Bozzo and the continuing risk to the Bank's Security;
- (f) to preserve, protect and ultimately realize on the collateral subject to the Security; and
- (g) it is just and convenient to appoint a receiver.

22. BDO has consented to act as the Receiver.

23. Rules 2.03, 3.02, 14.05(2), 16, 41 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg 194, Section 243(1) of the BIA and Section 101 of the CJA.
24. Such other grounds as counsel may advise and this Court may deem just.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of this application:

1. the Affidavit of Sonia de Lorenzi, to be sworn;
2. the consent of BDO Canada Limited to act as Receiver; and
3. such further and other evidence as counsel may advise and this Court may permit.

August 19, 2021

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Adam Driedger (LSO #77296F)
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Tel.: (416) 304-1152

Lawyers for the Applicant, National Bank of Canada

Schedule "A"

Details to join judicial video conference via Zoom

Join Zoom Meeting:

<https://tgf-ca.zoom.us/j/81706232532>

Meeting ID: 817 0623 2532

Participant one tap mobile

+16473744685,,81706232532#,# Canada (Toronto)

Host one tap mobile

+16473744685,,81706232532# Canada (Toronto)

Dial by your location

+1 587 328 1099 Canada (Calgary)

+1 613 209 3054 Canada (Ottawa)

+1 647 374 4685 Canada (Toronto)

+1 778 907 2071 Canada (Vancouver)

+1 204 272 7920 Canada (Winnipeg)

+1 438 809 7799 Canada (Montreal)

+1 206 337 9723 US (Seattle)

+1 213 338 8477 US (Los Angeles)

+1 267 831 0333 US (Philadelphia)

+1 312 626 6799 US (Chicago)

+1 646 518 9805 US (New York)

+1 786 635 1003 US (Miami)

Meeting ID: 817 0623 2532

Find your local number: <https://tgf-ca.zoom.us/u/kDFB0oOkP>

v THE MATTER OF Section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43, as amended, and in the matter of Section 243(1) of the
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Applicant

Respondents

Court File No. CV-21-_____ -00CL

ONTARIO
**SUPERIOR COURT OF JUSTICE
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Proceedings commenced at Toronto, Ontario

NOTICE OF APPLICATION

Thornton Grout Finnigan LLP

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Tel.: (416) 304-1152

Lawyers for the Applicant, National Bank of Canada

TAB 2

Court File No. CV-21-00667395-00CL

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

*IN THE MATTER OF Section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43, as amended,
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Respondents

**AFFIDAVIT OF SONIA DE LORENZI
(Sworn August 19, 2021)**

I, **SONIA DE LORENZI**, of the City of Toronto, in the Province of Ontario, MAKE
OATH AND SAY AS FOLLOWS:

1. I am a Senior Manager in the Special Loans Group of National Bank of Canada (the “**Bank**”) and, as such, I have knowledge of the matters to which I depose herein and attest to the fact that they are true. Unless I indicate to the contrary, the facts herein are within my personal knowledge. Where I have indicated that I have obtained facts from other sources, I have identified the sources and believe those facts to be true.
2. This affidavit is sworn in support of an application by the Bank 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, appointing BDO Canada Limited (“**BDO**”) as receiver and manager (in such capacity, the “**Receiver**”), without security, of all of the assets, undertakings and properties of each of the Respondents including, but not limited to, the lands and premises of Oakdale Enterprises Inc. (“**Oakdale**”) municipally known as 112 Oakdale Road, Toronto, in the Province of Ontario (the “**Real Property**”), and more specifically described as: PIN10293-0072(LT): PCLS 123-1 & 124-1 SECT. M770 LOTS 123 & 124 PL 66M770 TWP OF YORK/NORTH YORK, CITY OF TORONTO (collectively, the “**Property**”).

Background

Corporate Information – Borrower and Corporate Guarantors

3. Oakdale was incorporated pursuant to the laws of the Province of Ontario on June 11, 2014, and its current registered head office is the Real Property. Oakdale is the registered owner of the Real Property.
4. Nimbus Environmental Solutions Inc. (“**Environmental**”) was incorporated pursuant to the laws of the Province of Ontario on March 12, 2008 and its current registered head office is the Real Property. Environmental and Oakdale are collectively referred to herein as the “**Borrowers**”.
5. Nimbus Water Systems Inc. (“**Water Systems**”), a subsidiary of Environmental, was formed by amalgamation pursuant to the laws of the Province of Ontario on January 1, 2017 and its current registered head office is the Real Property.

6. 365 Pro Installations Inc. (“**365 Pro**”) was incorporated pursuant to the laws of the Province of Ontario on April 19, 2017 and its current registered head office is 5181 Everest Drive, Mississauga, ON.
7. 2242462 Ontario Limited (“**224**”) was incorporated pursuant to the laws of the Province of Ontario on May 3, 2010 and its current registered head office is the Real Property.
8. Water Filter Cart Inc. (“**Water Filter**”) was incorporated pursuant to the laws of the Province of Ontario on September 1, 2016 and its current registered head office is the Real Property.
9. Environmental, Water Systems, 365 Pro, 224 and Water Filter are collectively referred to herein as the “**Nimbus Group**”.
10. According to the Corporation Profile Reports obtained from the Ontario Ministry of Government Services (the “**Ministry**”) in connection with the Respondents, Panagioti (Peter) Bozzo (“**Bozzo**”) is the sole director and officer of each of the Borrowers and the Corporate Guarantors. Copies of the corporate profile reports for the Respondents are attached as **Exhibit “A”**.

Business Operations

11. The Group is a Canadian privately owned and operated group of companies located in North York, Ontario, that provide sales, installation and service of water treatment systems for residential, commercial and industrial clients across Canada.
12. BDO was engaged by the Bank as its financial consultant (in such capacity, the “**Consultant**”) to, among other things, review the business operations of the Nimbus Group

by letter agreement dated April 1, 2021 and executed by the Nimbus Group on April 28, 2021 (the “**BDO Engagement**”), a copy of which is attached as **Exhibit “B”**. I am advised by Matthew Marchand of the Consultant, of the following details in respect of the business operations of the Respondents, based on their review of information provided to the Consultant by the Borrowers to date:

- (a) Water Systems is the operating entity for the Nimbus Group, is 100% owned by Environmental, and employs approximately 27 full time employees and 29 part time employees;
- (b) Water Systems has inventory and equipment in British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Quebec, and Nova Scotia;
- (c) Oakdale is the owner of the Real Property from which the Nimbus Group operates;
- (d) Water Filter was created to facilitate online sales only and I understand from the Consultant that Water Filter is currently dormant;
- (e) 365 Pro was created to facilitate retail sales through Home Depot, and I understand from the Consultant that 365 Pro is currently dormant; and
- (f) 224 was created to facilitate an acquisition of another water systems company, which transaction never materialized. I understand from the Consultant that 224 is currently dormant.

The Credit Facilities and the Borrowers' Indebtedness

13. Pursuant to an offer of financing dated August 1, 2019 (the “**Environmental Offer of Financing**”), Environmental is indebted to the Bank in respect of the following credit facilities (the “**Environmental Credit Facilities**”):

- (a) A revolving line of credit in the maximum principal amount of \$2,000,000, subject to margin availability; and
- (b) A non-revolving term loan in the maximum principal amount of \$3,200,000.

A copy of the Environmental Offer of Financing is attached as **Exhibit “C”**.

14. Pursuant to an offer of financing dated August 1, 2019 (the “**Oakdale Offer of Financing**” and together with the Environmental Offer of Financing, the “**Offers of Financing**”), Oakdale is indebted to the Bank in respect of a non-revolving term loan in the maximum principal amount of \$7,400,000 (the “**Oakdale Credit Facility**” and together with the Environmental Credit Facilities, the “**Credit Facilities**”). A copy of the Oakdale Offer of Financing is attached as **Exhibit “D”**.

15. As at August 18, 2021, the Borrowers were indebted to the Bank in the total amount of **\$11,795,951.74** (the “**Indebtedness**”), including accrued interest and costs, and accrued legal fees and disbursements to July 31, 2021 incurred by the Bank.

Loan and Security Documents

16. As security for all of its obligations to the Bank, Environmental granted security to the Bank over all of its personal property pursuant to a General Security Agreement dated August 28, 2019 (the “**Environmental GSA**”). In addition, Environmental delivered to the

Bank an unlimited guarantee of the indebtedness and obligations of Oakdale to the Bank dated August 28, 2019 (the “**Environmental Guarantee**” and, together with the Environmental GSA, the “**Environmental Security**”).

17. Copies of the documents constituting the Environmental Security are attached as **Exhibit “E”**.

18. As security for all of its obligations to the Bank, Oakdale granted security to the Bank over all of its personal property pursuant to a General Security Agreement dated August 28, 2019 (the “**Oakdale GSA**”). In addition, Oakdale delivered to the Bank:
 - (a) an unlimited guarantee of the indebtedness and obligations of Environmental to the Bank dated August 28, 2019;

 - (b) a Charge/Mortgage in the principal amount of \$12,600,000 registered against title to the Real Property on September 16, 2019 in the Land Registry Office for the Land Titles Division of Metro Toronto (LRO #80) (the “**LRO**”) as Instrument No. AT5237573; and

 - (c) a General Assignment of Rents and Leases dated August 28, 2019 registered against title to the Real Property on September 16, 2019 in the LRO as Instrument No. AT5237574.

(collectively with the Oakdale GSA, the “**Oakdale Security**”). Copies of the documents constituting the Oakdale Security are attached as **Exhibit “F”**.

19. Each of the Corporate Guarantors delivered unlimited guarantees of the indebtedness and obligations of each of the Borrowers to the Bank, each dated August 28, 2019. In support

of their obligations under their respective guarantees, the Corporate Guarantors also granted to the Bank first-ranking security over all of their personal property, in each case pursuant to General Security Agreements dated August 28, 2019 (collectively, the “**Guarantors Security**”). Copies of the documents constituting the Guarantors Security are attached as **Exhibit “G”**.

20. It is a term of the Environmental Security, the Oakdale Security and the Guarantors Security (collectively, the “**Security**”) that the Bank may appoint a receiver upon an event of default occurring thereunder.
21. Bozzo (the “**Personal Guarantor**”) executed and delivered separate personal guarantees of the obligations of each of the Borrowers to the Bank, as follows:
 - (a) with respect to Oakdale, a guarantee dated August 28, 2019 in the principal amount of CAD \$1,980,000.00 plus interest thereon from the date of demand;
and
 - (b) with respect to Environmental, a guarantee dated August 28, 2019 in the principal amount of CAD \$1,482,500.00 plus interest thereon from the date of demand (collectively, the “**Personal Guarantees**”).

Copies of the Personal Guarantees are attached as **Exhibit “H”**.

22. The Borrowers, the Corporate Guarantors, and the Personal Guarantor shall be collectively referred to herein as the “**Credit Parties**”.

Registrations

23. On August 2, 2019, the Bank made a registration against each of the Respondents pursuant to the *Personal Property Security Act* (Ontario) (the “PPSA”) against all classes of collateral, except “consumer goods”. Copies of PPSA Enquiry Response Certificates obtained from the Ministry in respect of each of the Respondents are attached as **Exhibit “I”**.
24. On June 5, 2021, the Bank registered its personal property security interest against Water Systems in Alberta, British Columbia, Manitoba and Nova Scotia, pursuant to specific personal property security legislation in force in each of those Provinces, in each case over all present and after-acquired personal property of Water Systems. Copies of the personal property security searches conducted in Alberta, British Columbia, Manitoba and Nova Scotia in respect of Water Systems are attached as **Exhibit “J”**.
25. A copy of the parcel abstract of the Real Property, evidencing the Bank’s registrations made in respect of the real property aspects of the Oakdale Security is attached as **Exhibit “K”**.

History of Defaults Under the Offers of Financing

26. In late 2020, the Bank became concerned with the Borrower’s financial position as a result of, among other things, the failure by the Borrowers to satisfy certain reporting covenants under the Offers of Financing and a lack of communication and responsiveness by the Borrowers to various inquires from the Bank regarding the financial position of the Borrowers.

27. By letter to each of the Borrowers dated October 5, 2020 (the “**October Default Letters**”), the Bank provided the Borrowers with notice that: (a) each of the Borrowers were in default of their respective obligations to the Bank pursuant to the Offers of Financing, including their obligations to comply with certain reporting requirements, deliver quarterly and annual financial statements by the required deadlines, and deliver lists of accounts receivable, work in progress, accounts payable, and inventory by the required deadlines (collectively, the “**Defaults**”); (b) as an accommodation to the Borrowers, the Bank was prepared to temporarily refrain from exercising its rights and remedies in connection with the Defaults until November 6, 2020, in order to provide the Borrower with an opportunity to cure the Defaults; and (c) the Bank required the delivery of certain additional documents under the Offer of Financing that had not yet been provided by the Borrowers (the “**Additional Documents**”). Copies of the October Default Letters are attached as **Exhibit “L”**.
28. The Borrowers failed to either cure the Defaults or provide the Additional Documents by the required deadline.
29. By further letter to each of the Borrowers dated November 23, 2020 (the “**November Default Letters**”), the Bank provided notice that: (a) the Defaults remained ongoing and had not been cured by the Borrowers notwithstanding the October Default Letters; (b) the Bank was prepared to extend its temporary accommodations to the Borrowers by refraining from exercising its rights and remedies in connection with the Reporting Defaults until December 23, 2020, in order to provide the Borrowers with a further opportunity to cure the Defaults; and (c) the Bank continued to require the delivery of the Additional

Documents, which had not been provided by the Borrowers as required by the October Default Letter. Copies of the November Default Letters are attached as **Exhibit “M”**.

30. Notwithstanding the November Default Letters, the Borrowers again failed to cure the Defaults or provide the Additional Documents to the Bank.
31. By letter to counsel to each of the Borrowers dated April 13, 2021 (the “**April Default Letters**”), counsel to the Bank advised that: (i) the Borrowers remained in default of their respective obligations to the Bank under the Offers of Financing; (ii) the Bank was not prepared to permit the Defaults to continue and required the Borrowers to immediately remedy such Defaults; and (iii) the Bank required the Borrowers to consent to the engagement of the Consultant to review the operations and financial position of the Borrowers, and to provide the Bank with visibility regarding same. Copies of the April Default Letters are attached as **Exhibit “N”**.
32. Thereafter, the Bank and the Borrowers engaged in discussions regarding the manner in which the Borrowers would address the Defaults, the concerns of the Bank with respect to the financial position of the Borrowers and the lack of communication and responsiveness from the Borrowers.
33. Those discussions culminated in a forbearance agreement dated April 22, 2021 (the “**Forbearance Agreement**”) pursuant to which the Bank agreed to forbear from enforcing its rights and remedies until June 30, 2021. A copy of the Forbearance Agreement is attached hereto as **Exhibit “O”**. Among other things, the Forbearance Agreement required the Credit Parties to:

- (a) consent to the appointment of the Consultant to review the operations and financial position of the Borrowers and to provide the Bank with visibility regarding same;
 - (b) provide the Consultant with their full cooperation and unrestricted access to their financial records and provide any information regarding the Credit Facilities, the financial position of any of the Credit Parties, or the Security, as the Bank may require; and
 - (c) provide various reporting information and documentation to the Bank as required under the Offers of Financing in accordance with the deadlines set out in the Forbearance Agreement, including the provision of the outstanding borrowing base and financial covenant calculations pertaining to 2020 (the “**Reporting Requirements**”).
34. The Credit Parties defaulted on their obligations to the Bank under the Forbearance Agreement by failing to satisfy the Reporting Requirements by the required deadlines.
35. Although the Bank was entitled to terminate its forbearance, by e-mail to the Borrowers dated May 28, 2021, a copy of which is attached as **Exhibit “P”**, the Bank confirmed the Forbearance Defaults and agreed to further accommodate the Credit Parties by extending the deadline by which the Credit Parties were required to provide certain of the Reporting Requirements.
36. Notwithstanding the foregoing, the Credit Parties further defaulted under the Forbearance Agreement by failing to satisfy the Reporting Requirements by the extended deadline. As a result, by e-mail dated June 4, 2021, a copy of which is attached as **Exhibit “Q”**, the

Bank further noted the Credit Parties in default and expressly reserved all of its rights to immediately take steps to enforce its Security.

37. The Forbearance Agreement is no longer in effect and the Bank, in its sole discretion, has continued to support the Respondents in the face of the ongoing defaults on a day-to-day basis. However, the Bank is no longer prepared to forbear from taking enforcement steps to protect its interests for the reasons set out more particularly herein.

Demand Letters and BIA Notices

38. By letters dated July 26, 2021 addressed to each of the Credit Parties, the Bank demanded payment of the Indebtedness together with all applicable interest, fees, and other costs to the date of payment and together therewith delivered to each of the Borrowers and the Corporate Guarantors a Notice of Intention to Enforce Security pursuant to section 244 of the BIA (collectively, the “**Demands and BIA Notices**”). Copies of the Demands and BIA Notices are attached as **Exhibit “R”**.
39. The 10-day statutory deadline for the repayment of the Indebtedness set out in the Demands and BIA Notices expired on August 5, 2021. As of today’s date, the Credit Parties have failed to repay the Indebtedness and the Bank is entitled to immediately enforce its rights and remedies under the Security.
40. The Bank was advised by the Borrowers that the second-ranking secured creditor of Environmental has also demanded payment and issued a Notice of Intention to Enforce Security pursuant to section 244 of the BIA which has now expired.

Necessity for the Appointment of the Receiver

41. The appointment of the Receiver is necessary and appropriate as a result of the following:

- (a) the Borrowers have repeatedly defaulted in their obligations to the Bank under the Offers of Financing, the Forbearance Agreement, and the extension granted by the Bank under the Forbearance Agreement with respect to the Reporting Requirements. The Bank has accommodated the Credit Parties on multiple occasions since October 2020 by tolerating certain of these defaults. However, the Bank is no longer prepared to do so given its complete loss of confidence in the Borrowers and their principal, Mr. Bozzo, and the continuing risk to the Bank's Security;
- (b) the Borrowers have become completely non-responsive to the Bank and the Consultant;
- (c) the Bank has not received any quarterly financial statements since June 2020 and has not received any monthly reporting (including with respect to the borrowing base, covenant compliance, accounts receivable, and accounts payable) since October 2020;
- (d) the Borrowers are unable to meet their financial obligations generally as they become due;
- (e) Oakdale failed to make its scheduled principal repayment to the Bank which was due on August 1, 2021 and its interest payment which was due August 15, 2021;
- (f) Environmental failed to make its principal repayment to the Bank which was due on July 26, 2021;

- (g) I am advised by the Consultant that it is anticipated that the Nimbus Group will not have sufficient funds to continue operations after September 4, 2021;
 - (h) I understand from Water Systems that one employee recently resigned and two contractors recently stopped providing services to the Nimbus Group, in each case as a result of concerns that the Nimbus Group could no longer make payments to such individuals;
 - (i) upon reviewing the Nimbus Group's account records with the Bank, it appears that Bozzo has been using the Nimbus Group's corporate funds for certain personal and family expenses;
 - (j) the Bank is concerned that if a Receiver is not appointed, the Bank's security will be jeopardized, and the business operations of the Respondents could be irreparably harmed;
 - (k) the appointment of the Receiver is necessary to preserve, protect, and ultimately realize on the collateral subject to the Security;
 - (l) the notice periods under the BIA Notices have expired; and
 - (m) it is just and convenient to appoint the Receiver in these circumstances.
42. The proposed Order appointing the Receiver permits the Receiver to borrow funds from the Bank for the purpose of financing the receivership. If necessary, these borrowings will be secured by Receiver's certificates to be issued by the Receiver or the security held by the Bank upon the Borrower's assets.

43. BDO has consented to act as Receiver. A copy of BDO's consent to act as the Receiver is attached as **Exhibit "S"**.
44. I swear this affidavit in support of an application by the Bank for the appointment of the Receiver on the terms set out in the draft Order located at Tab 3 of the Bank's Application Record, and for no other or improper purpose.

SWORN remotely via videoconference,
by SONIA DE LORENZI stated as being
located in the City of Toronto, in the
Province of Ontario, before me at the City
of Toronto, in the Province of Ontario, this
19th day of August, 2021, in accordance
with O. Reg 431/20, *Administering Oath or
Declaration Remotely*



Commissioner for Taking Affidavits, etc.

Adam Driedger
(LSO# 77296F)

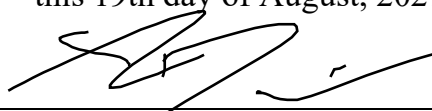
DocuSigned by:

Sonia de Lorenzi

C48EAB3BAC494BF...

SONIA DE LORENZI

This is Exhibit "A" referred to in the
Affidavit of Sonia De Lorenzi sworn before me
this 19th day of August, 2021.



A Commissioner for taking affidavits

Request ID: 025935439
 Transaction ID: 78754966
 Category ID: (C)CC/E

Province of Ontario
 Ministry of Government Services

Date Report Produced: 2021/03/31
 Time Report Produced: 12:04:11
 Page: 1

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Registrar
 Ministry of Government Services
 Toronto, Ontario

LIST OF CURRENT BUSINESS NAMES REGISTERED BY A CORPORATION

Ontario Corporation Number

2166274

CORPORATION NAME

NIMBUS ENVIRONMENTAL SOLUTIONS INC.

REGISTRATION DATE	BUSINESS NAME	EXPIRY DATE	BUSINESS ID NUMBER
2017/04/03	NIMBUS WATER VENDING SERVICES	2022/04/02	270375371
2017/04/03	GO BOTTLELESS	2022/04/02	270375439
2017/04/03	NIMBUS DIRECT	2022/04/02	270375686

THE REPORT SETS OUT ALL BUSINESS NAMES REGISTERED OR RENEWED BY THE CORPORATION IN THE PAST 5 YEARS AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. IF MORE DETAILED INFORMATION IS REQUIRED, YOU MAY REQUEST A SEARCH AGAINST INDIVIDUAL NAMES SHOWN ON THIS REPORT.

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Request ID: 025935340
 Transaction ID: 78754724
 Category ID: (C)CC/E

Province of Ontario
 Ministry of Government Services

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Director
 Ministry of Government Services
 Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date	
2166274	NIMBUS ENVIRONMENTAL SOLUTIONS INC.	2008/03/12	
		Jurisdiction	
		ONTARIO	
		Former Jurisdiction	
		NOT APPLICABLE	
Registered Office Address	Corporation Status	Date Amalgamated	Amalgamation Ind.
112 OAKDALE ROAD	ACTIVE	NOT APPLICABLE	NOT APPLICABLE
		New Amal. Number	Notice Date
		NOT APPLICABLE	NOT APPLICABLE
			Letter Date
			NOT APPLICABLE
Mailing Address		Revival Date	Continuation Date
NOT AVAILABLE		NOT APPLICABLE	NOT APPLICABLE
		Transferred Out Date	Cancel/Inactive Date
		NOT APPLICABLE	NOT APPLICABLE
		EP Licence Eff.Date	EP Licence Term.Date
		NOT APPLICABLE	NOT APPLICABLE
		Date Commenced in Ontario	Date Ceased in Ontario
		NOT APPLICABLE	NOT APPLICABLE
Activity Classification	Number of Directors Minimum Maximum		
NOT AVAILABLE	00001 00010	NOT APPLICABLE	NOT APPLICABLE

Request ID: 025935340
 Transaction ID: 78754724
 Category ID: (C)CC/E

Province of Ontario
 Ministry of Government Services

Date Report Produced: 2021/03/31
 Time Report Produced: 11:56:59
 Page: 2

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Director
 Ministry of Government Services
 Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number

2166274

Corporation Name

NIMBUS ENVIRONMENTAL SOLUTIONS INC.

Corporate Name History

NIMBUS ENVIRONMENTAL SOLUTIONS INC.

Effective Date

2008/03/12

Current Business Name(s) Exist:

YES

Expired Business Name(s) Exist:

NO

Administrator:

Name (Individual / Corporation)

PANAGIOTI
 PETER
 BOZZO

Address

45 SPALDING ROAD

TORONTO
 ONTARIO
 CANADA M3K 1J8

Date Began

2008/03/12

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

Y

Request ID: 025935340
 Transaction ID: 78754724
 Category ID: (C)CC/E

Province of Ontario
 Ministry of Government Services

Date Report Produced: 2021/03/31
 Time Report Produced: 11:56:59
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Director
 Ministry of Government Services
 Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number

2166274

Corporation Name

NIMBUS ENVIRONMENTAL SOLUTIONS INC.

Administrator:

Name (Individual / Corporation)

PANAGIOTI
 PETER
 BOZZO

Address

45 SPALDING ROAD

TORONTO
 ONTARIO
 CANADA M3K 1J8

Date Began

2008/03/12

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

PRESIDENT

Resident Canadian

Y

Administrator:

Name (Individual / Corporation)

PANAGIOTI
 PETER
 BOZZO

Address

45 SPALDING ROAD

TORONTO
 ONTARIO
 CANADA M3K 1J8

Date Began

2008/03/12

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

SECRETARY

Resident Canadian

Y

Request ID: 025935340
Transaction ID: 78754724
Category ID: (C)CC/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2021/03/31
Time Report Produced: 11:56:59
Page: 4

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Director
Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

2166274

NIMBUS ENVIRONMENTAL SOLUTIONS INC.

Last Document Recorded

Act/Code Description

Form

Date

CIA ANNUAL RETURN 2019

1C

2021/02/07 (ELECTRONIC FILING)

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

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

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

Request ID: 025935941
 Transaction ID: 78756123
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Province of Ontario
 Ministry of Government Services

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Registrar
 Ministry of Government Services
 Toronto, Ontario

LIST OF CURRENT BUSINESS NAMES REGISTERED BY A CORPORATION

Ontario Corporation Number
 1966578

CORPORATION NAME
 NIMBUS WATER SYSTEMS INC.

REGISTRATION DATE	BUSINESS NAME	EXPIRY DATE	BUSINESS ID NUMBER
2017/04/03	AQUABON WATER REFINERS	2022/04/02	270375868
2017/04/10	GO BOTTLELESS	2022/04/09	270404734
2017/04/10	NIMBUS DIRECT	2022/04/09	270404809
2017/04/10	NIMBUS WATER VENDING SERVICES	2022/04/09	270404882
2018/08/21	CANADIAN AQUAFRESH	2023/08/20	280894833

THE REPORT SETS OUT ALL BUSINESS NAMES REGISTERED OR RENEWED BY THE CORPORATION IN THE PAST 5 YEARS AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. IF MORE DETAILED INFORMATION IS REQUIRED, YOU MAY REQUEST A SEARCH AGAINST INDIVIDUAL NAMES SHOWN ON THIS REPORT.

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Request ID: 025935454
 Transaction ID: 78755001
 Category ID: (C)CC/E

Province of Ontario
 Ministry of Government Services

Date Report Produced: 2021/03/31
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 Page: 1

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Director
 Ministry of Government Services
 Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Amalgamation Date
1966578	NIMBUS WATER SYSTEMS INC.	2017/01/01
		Jurisdiction
		ONTARIO
		Former Jurisdiction
		NOT APPLICABLE
Registered Office Address	Corporation Status	Date Amalgamated
112 OAKDALE ROAD	ACTIVE	NOT APPLICABLE
		Amalgamation Ind.
		A
		New Amal. Number
		NOT APPLICABLE
		Notice Date
		NOT APPLICABLE
		Letter Date
		NOT APPLICABLE
Mailing Address		Revival Date
112 OAKDALE ROAD		NOT APPLICABLE
		Continuation Date
		NOT APPLICABLE
		Transferred Out Date
		NOT APPLICABLE
		Cancel/Inactive Date
		NOT APPLICABLE
		EP Licence Eff.Date
		NOT APPLICABLE
		EP Licence Term.Date
		NOT APPLICABLE
		Date Commenced in Ontario
		NOT APPLICABLE
		Date Ceased in Ontario
		NOT APPLICABLE
Activity Classification	Number of Directors Minimum Maximum	Date Commenced in Ontario
NOT AVAILABLE	00001 00020	NOT APPLICABLE

Request ID: 025935454
 Transaction ID: 78755001
 Category ID: (C)CC/E

Province of Ontario
 Ministry of Government Services

Date Report Produced: 2021/03/31
 Time Report Produced: 12:05:12
 Page: 2

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Director
 Ministry of Government Services
 Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number

1966578

Corporation Name

NIMBUS WATER SYSTEMS INC.

Corporate Name History

NIMBUS WATER SYSTEMS INC.

Effective Date

2017/01/01

Current Business Name(s) Exist:

YES

Expired Business Name(s) Exist:

NO

Amalgamating Corporations

Corporation Name

NIMBUS WATER SYSTEMS INC.

NIMBUS WATER VENDING SERVICES INC.

NIMBUS DIRECT INC.

Corporate Number

1928850

1656561

2213882

Request ID: 025935454
 Transaction ID: 78755001
 Category ID: (C)CC/E

Province of Ontario
 Ministry of Government Services

Date Report Produced: 2021/03/31
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Director
 Ministry of Government Services
 Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number

1966578

Corporation Name

NIMBUS WATER SYSTEMS INC.

Administrator:

Name (Individual / Corporation)

PANAGIOTI
 PETER
 BOZZO

Address

112 OAKDALE ROAD

TORONTO
 ONTARIO
 CANADA M3N 1V9

Date Began

2017/01/01

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

SECRETARY

Resident Canadian

Administrator:

Name (Individual / Corporation)

PANAGIOTI
 PETER
 BOZZO

Address

112 OAKDALE ROAD

TORONTO
 ONTARIO
 CANADA M3N 1V9

Date Began

2017/01/01

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

Y

Request ID: 025935454
Transaction ID: 78755001
Category ID: (C)CC/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2021/03/31
Time Report Produced: 12:05:12
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Director
Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number

1966578

Corporation Name

NIMBUS WATER SYSTEMS INC.

Administrator:

Name (Individual / Corporation)

PANAGIOTI
PETER
BOZZO

Address

112 OAKDALE ROAD

TORONTO
ONTARIO
CANADA M3N 1V9

Date Began

2017/01/01

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

PRESIDENT

Resident Canadian

Request ID: 025935454
Transaction ID: 78755001
Category ID: (C)CC/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2021/03/31
Time Report Produced: 12:05:12
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Director
Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number

1966578

Corporation Name

NIMBUS WATER SYSTEMS INC.

Last Document Recorded

Act/Code	Description	Form	Date
CIA	ANNUAL RETURN 2018	1C	2019/10/22 (ELECTRONIC FILING)

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

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

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 Ministry of Government Services

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Director
 Ministry of Government Services
 Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date
2572668	365 PRO INSTALLATIONS INC.	2017/04/19
		Jurisdiction
		ONTARIO
		Former Jurisdiction
		NOT APPLICABLE
Corporation Type	Corporation Status	
ONTARIO BUSINESS CORP.	ACTIVE	
Registered Office Address		Date Amalgamated
PANAGIOTI PETER BOZZO 5181 EVEREST DRIVE		NOT APPLICABLE
		Amalgamation Ind.
		NOT APPLICABLE
		New Amal. Number
		NOT APPLICABLE
		Notice Date
		NOT APPLICABLE
		Letter Date
		NOT APPLICABLE
Mailing Address		Revival Date
45 SPALDING ROAD		NOT APPLICABLE
		Continuation Date
		NOT APPLICABLE
		Transferred Out Date
		NOT APPLICABLE
		Cancel/Inactive Date
		NOT APPLICABLE
		EP Licence Eff.Date
		NOT APPLICABLE
		EP Licence Term.Date
		NOT APPLICABLE
		Date Commenced in Ontario
		NOT APPLICABLE
		Date Ceased in Ontario
		NOT APPLICABLE
Activity Classification	Number of Directors Minimum Maximum	
NOT AVAILABLE	00001 00010	NOT APPLICABLE

Request ID: 025935461
 Transaction ID: 78755015
 Category ID: (C)CC/E

Province of Ontario
 Ministry of Government Services

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Director
 Ministry of Government Services
 Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2572668	365 PRO INSTALLATIONS INC.

Corporate Name History	Effective Date
365 PRO INSTALLATIONS INC.	2017/04/19

Current Business Name(s) Exist: NO

Expired Business Name(s) Exist: NO

Administrator: Name (Individual / Corporation)	Address
PANAGIOTI PETER BOZZO	45 SPALDING ROAD TORONTO ONTARIO CANADA M3K 1J8

Date Began	First Director	Resident Canadian
2017/04/19	NOT APPLICABLE	
Designation	Officer Type	Resident Canadian
DIRECTOR		Y

Request ID: 025935461
 Transaction ID: 78755015
 Category ID: (C)CC/E

Province of Ontario
 Ministry of Government Services

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Director
 Ministry of Government Services
 Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number

2572668

Corporation Name

365 PRO INSTALLATIONS INC.

Administrator:

Name (Individual / Corporation)

PANAGIOTI
 PETER
 BOZZO

Address

45 SPALDING ROAD

TORONTO
 ONTARIO
 CANADA M3K 1J8

Date Began

2017/04/19

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

PRESIDENT

Resident Canadian

Y

Administrator:

Name (Individual / Corporation)

PANAGIOTI
 PETER
 BOZZO

Address

45 SPALDING ROAD

TORONTO
 ONTARIO
 CANADA M3K 1J8

Date Began

2017/04/19

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

SECRETARY

Resident Canadian

Y

Request ID: 025935461
Transaction ID: 78755015
Category ID: (C)CC/E

Province of Ontario
Ministry of Government Services

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Director
Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

2572668

365 PRO INSTALLATIONS INC.

Last Document Recorded

Act/Code	Description	Form	Date
CIA	INITIAL RETURN	1	2017/05/25

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

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

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Request ID: 025935484
 Transaction ID: 78755075
 Category ID: (C)CC/E

Province of Ontario
 Ministry of Government Services

Date Report Produced: 2021/03/31
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Director
 Ministry of Government Services
 Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date	
2242462	2242462 ONTARIO LIMITED	2010/05/03	
		Jurisdiction	
		ONTARIO	
		Former Jurisdiction	
		NOT APPLICABLE	
Registered Office Address	Corporation Status	Date Amalgamated	Amalgamation Ind.
112 OAKDALE ROAD	ACTIVE	NOT APPLICABLE	NOT APPLICABLE
		New Amal. Number	Notice Date
		NOT APPLICABLE	NOT APPLICABLE
			Letter Date
			NOT APPLICABLE
Mailing Address		Revival Date	Continuation Date
NOT AVAILABLE		NOT APPLICABLE	NOT APPLICABLE
		Transferred Out Date	Cancel/Inactive Date
		NOT APPLICABLE	NOT APPLICABLE
		EP Licence Eff.Date	EP Licence Term.Date
		NOT APPLICABLE	NOT APPLICABLE
		Date Commenced in Ontario	Date Ceased in Ontario
		NOT APPLICABLE	NOT APPLICABLE
Activity Classification	Number of Directors Minimum Maximum		
NOT AVAILABLE	00001 00020	NOT APPLICABLE	NOT APPLICABLE

Request ID: 025935484
 Transaction ID: 78755075
 Category ID: (C)CC/E

Province of Ontario
 Ministry of Government Services

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Director
 Ministry of Government Services
 Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2242462	2242462 ONTARIO LIMITED

Corporate Name History	Effective Date
2242462 ONTARIO LIMITED	2010/05/03

Current Business Name(s) Exist: NO

Expired Business Name(s) Exist: NO

Administrator: Name (Individual / Corporation)	Address
PANAGIOTI PETER BOZZO	45 SPALDING ROAD TORONTO ONTARIO CANADA M3K 1J8

Date Began	First Director	Resident Canadian
2017/11/24	NOT APPLICABLE	
Designation	Officer Type	Resident Canadian
DIRECTOR		Y

Request ID: 025935484
 Transaction ID: 78755075
 Category ID: (C)CC/E

Province of Ontario
 Ministry of Government Services

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Director
 Ministry of Government Services
 Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2242462	2242462 ONTARIO LIMITED

Administrator: Name (Individual / Corporation)	Address
PANAGIOTI PETER BOZZO	45 SPALDING ROAD TORONTO ONTARIO CANADA M3K 1J8

Date Began	First Director	Resident Canadian
2017/11/24	NOT APPLICABLE	
Designation	Officer Type	Resident Canadian
OFFICER	PRESIDENT	Y

Administrator: Name (Individual / Corporation)	Address
PANAGIOTI PETER BOZZO	45 SPALDING ROAD TORONTO ONTARIO CANADA M3K 1J8

Date Began	First Director	Resident Canadian
2017/11/24	NOT APPLICABLE	
Designation	Officer Type	Resident Canadian
OFFICER	SECRETARY	Y

Request ID: 025935484
Transaction ID: 78755075
Category ID: (C)CC/E

Province of Ontario
Ministry of Government Services

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Director
Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number

2242462

Corporation Name

2242462 ONTARIO LIMITED

Administrator:

Name (Individual / Corporation)

PANAGIOTI
PETER
BOZZO

Address

45 SPALDING ROAD

TORONTO
ONTARIO
CANADA M3K 1J8

Date Began

2017/11/24

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

TREASURER

Resident Canadian

Y

Request ID: 025935484
Transaction ID: 78755075
Category ID: (C)CC/E

Province of Ontario
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Director
Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

2242462

2242462 ONTARIO LIMITED

Last Document Recorded

Act/Code	Description	Form	Date
CIA	ANNUAL RETURN 2019	1C	2021/02/07 (ELECTRONIC FILING)

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Request ID: 025935344
 Transaction ID: 78754736
 Category ID: (C)CC/E

Province of Ontario
 Ministry of Government Services

Date Report Produced: 2021/03/31
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Director
 Ministry of Government Services
 Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date
2422343	OAKDALE ENTERPRISES INC.	2014/06/11
		Jurisdiction
		ONTARIO
		Former Jurisdiction
		NOT APPLICABLE
Registered Office Address	Corporation Status	Date Amalgamated
112 OAKDALE ROAD	ACTIVE	NOT APPLICABLE
		Amalgamation Ind.
		NOT APPLICABLE
		New Amal. Number
		NOT APPLICABLE
		Notice Date
		NOT APPLICABLE
		Letter Date
		NOT APPLICABLE
Mailing Address		Revival Date
NOT AVAILABLE		NOT APPLICABLE
		Continuation Date
		NOT APPLICABLE
		Transferred Out Date
		NOT APPLICABLE
		Cancel/Inactive Date
		NOT APPLICABLE
		EP Licence Eff.Date
		NOT APPLICABLE
		EP Licence Term.Date
		NOT APPLICABLE
		Date Commenced in Ontario
		NOT APPLICABLE
		Date Ceased in Ontario
		NOT APPLICABLE
Activity Classification	Number of Directors	Date Commenced in Ontario
NOT AVAILABLE	Minimum Maximum	NOT APPLICABLE
	00001 00010	NOT APPLICABLE

Request ID: 025935344
 Transaction ID: 78754736
 Category ID: (C)CC/E

Province of Ontario
 Ministry of Government Services

Date Report Produced: 2021/03/31
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Director
 Ministry of Government Services
 Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number

2422343

Corporation Name

OAKDALE ENTERPRISES INC.

Corporate Name History

OAKDALE ENTERPRISES INC.

Effective Date

2019/06/17

2422343 ONTARIO INC.

2014/06/11

Current Business Name(s) Exist:

NO

Expired Business Name(s) Exist:

NO

Administrator:

Name (Individual / Corporation)

PETER

BOZZO

Address

45 SPALDING ROAD

TORONTO
 ONTARIO
 CANADA M3K 1J8

Date Began

2014/06/11

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

Y

Request ID: 025935344
 Transaction ID: 78754736
 Category ID: (C)CC/E

Province of Ontario
 Ministry of Government Services

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Director
 Ministry of Government Services
 Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number

2422343

Corporation Name

OAKDALE ENTERPRISES INC.

Administrator:

Name (Individual / Corporation)

PETER
 BOZZO

Address

45 SPALDING ROAD

 TORONTO
 ONTARIO
 CANADA M3K 1J8

Date Began

2014/06/11

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

PRESIDENT

Resident Canadian

Y

Administrator:

Name (Individual / Corporation)

PETER
 BOZZO

Address

45 SPALDING ROAD

 TORONTO
 ONTARIO
 CANADA M3K 1J8

Date Began

2014/06/11

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

SECRETARY

Resident Canadian

Y

Request ID: 025935344
Transaction ID: 78754736
Category ID: (C)CC/E

Province of Ontario
Ministry of Government Services

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Director
Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

2422343

OAKDALE ENTERPRISES INC.

Last Document Recorded

Act/Code Description

Form

Date

CIA ANNUAL RETURN 2019

1C

2021/02/07 (ELECTRONIC FILING)

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Request ID: 025935472
 Transaction ID: 78755045
 Category ID: (C)CC/E

Province of Ontario
 Ministry of Government Services

Date Report Produced: 2021/03/31
 Time Report Produced: 12:06:31
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Director
 Ministry of Government Services
 Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date
2534972	WATER FILTER CART INC.	2016/09/01
		Jurisdiction
		ONTARIO
		Former Jurisdiction
		NOT APPLICABLE
Corporation Type	Corporation Status	
ONTARIO BUSINESS CORP.	ACTIVE	
Registered Office Address		Date Amalgamated
112 OAKDALE ROAD		NOT APPLICABLE
		Amalgamation Ind.
		NOT APPLICABLE
		New Amal. Number
		NOT APPLICABLE
		Notice Date
		NOT APPLICABLE
		Letter Date
		NOT APPLICABLE
Mailing Address		Revival Date
112 OAKDALE ROAD		NOT APPLICABLE
		Continuation Date
		NOT APPLICABLE
		Transferred Out Date
		NOT APPLICABLE
		Cancel/Inactive Date
		NOT APPLICABLE
		EP Licence Eff.Date
		NOT APPLICABLE
		EP Licence Term.Date
		NOT APPLICABLE
		Date Commenced in Ontario
		NOT APPLICABLE
		Date Ceased in Ontario
		NOT APPLICABLE
		Number of Directors
		Minimum
		Maximum
		00001
		00010
		Date Commenced in Ontario
		NOT APPLICABLE
		Date Ceased in Ontario
		NOT APPLICABLE
Activity Classification		
NOT AVAILABLE		

Request ID: 025935472
 Transaction ID: 78755045
 Category ID: (C)CC/E

Province of Ontario
 Ministry of Government Services

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Director
 Ministry of Government Services
 Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number

2534972

Corporation Name

WATER FILTER CART INC.

Corporate Name History

WATER FILTER CART INC.

Effective Date

2016/09/01

Current Business Name(s) Exist:

NO

Expired Business Name(s) Exist:

NO

Administrator:

Name (Individual / Corporation)

PANAGIAOTI
 PETER
 BOZZO

Address

112 OAKDALE ROAD

TORONTO
 ONTARIO
 CANADA M3N 1V9

Date Began

2016/09/01

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

PRESIDENT

Resident Canadian

Request ID: 025935472
Transaction ID: 78755045
Category ID: (C)CC/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2021/03/31
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Director
Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number

2534972

Corporation Name

WATER FILTER CART INC.

Administrator:

Name (Individual / Corporation)

PANAGIAOTI
PETER
BOZZO

Address

112 OAKDALE ROAD

TORONTO
ONTARIO
CANADA M3N 1V9

Date Began

2016/09/01

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

Y

Request ID: 025935472
Transaction ID: 78755045
Category ID: (C)CC/E

Province of Ontario
Ministry of Government Services

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Director
Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number

2534972

Corporation Name

WATER FILTER CART INC.

Last Document Recorded

Act/Code	Description	Form	Date
CIA	INITIAL RETURN	1	2016/09/12 (ELECTRONIC FILING)

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This is Exhibit "B" referred to in the
Affidavit of Sonia De Lorenzi sworn before me
this 19th day of August, 2021.



A Commissioner for taking affidavits

SCHEDULE "A"
CONSENT, AUTHORIZATION AND ACKNOWLEDGEMENT

To: BDO Canada Limited
And To: National Bank of Canada
Date: April 1, 2021

Dear Sir/Madam:

Re: Nimbus Environment Solutions Inc., Nimbus Water Systems Inc., Water Filter Cart Inc., 365 Pro Installations Inc., 2242462 Ontario Ltd. and 2422343 Ontario Inc. (the "Company")

National Bank of Canada (the "Lender") has retained BDO Canada Limited ("BDO") to act as a consultant to the Lender to review the operations and financial position of the Company (the "Engagement") pursuant to the engagement letter dated April 1, 2021 (the "Engagement Letter") to which this Consent, Authorization and Acknowledgment is attached. Unless otherwise specified, capitalized terms used herein have the definitions given in the Engagement Letter.

The Company confirms that it has consulted with legal counsel and such other advisors as it has considered necessary in connection with the Engagement and hereby consents to the terms of the Engagement and agrees to be bound by the terms of the Engagement Letter. The Company acknowledges and agrees that:

1. The Company shall authorize and direct its employees and advisors (including its accountants, auditors, solicitors, insurance agents, environmental consultants and appraisers) to cooperate fully with BDO in connection with the Engagement. The Company will provide BDO with complete and unrestricted access to its premises and provide BDO promptly upon request with all information and records of every kind and description, including, without limitation, banking, investment and other records, documents, information and files, which BDO may request, in connection with the Engagement, and agrees to meet with BDO to provide whatever analysis and explanations BDO may reasonably require. The Company further agrees to use reasonable skill, care and attention to ensure that all information provided to BDO is accurate and complete and to notify BDO if it subsequently learns that the information provided is incorrect, inaccurate or otherwise should not be relied upon.
2. BDO may make and retain copies of all documents or records it considers appropriate to discharge its mandate and that BDO will be entitled to communicate freely with the Lender regarding the Engagement.
3. The Lender is authorized to disclose to BDO any information, documents or records the Lender has concerning the Company, its business and affairs. In addition, the Company authorizes BDO to report any financial or other information gathered by BDO to the Lender and its advisors. BDO shall be entitled to provide to the Lender copies of all documents, records, reports, information and

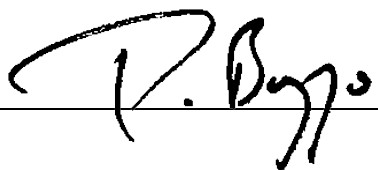
analysis received or prepared by it in the course of the Engagement and BDO may fully disclose to the Lender all matters arising out of the Engagement. The Lender may rely upon any such documents, records, reports, information and analyses in connection with the exercise of its rights and remedies in connection with the Credit Facilities and under any credit or security documentation between the Company and the Lender.

4. All reports issued by BDO are solely for the use of the Lender and the Company may not be provided with access to any information or recommendations provided by BDO to the Lender. A draft of the factual sections of such report or reports, but not any conclusions or recommendations, may be provided to the Company for review and comment. If the draft factual sections of a report are provided to the Company for review, BDO may ask the Company to confirm that such factual sections are accurate in all material respects and that the Company is not aware of any material facts that are not included in the draft report. BDO is, however, under no obligation to delay delivery of any of its reports to the Lender in the event that the Company does not provide comments within the time period requested by BDO nor to change its reports as a result of any comments provided to BDO by the Company. The Company shall maintain the confidentiality of the portions of any report delivered to it and other information contained therein and will disclose same only to its management and other employees who need to have access to same and to its legal counsel in this matter only after it secures their agreement in writing to maintain the confidentiality of such portions of the report and information.
5. BDO shall have and will assume no decision making responsibilities, will have no management capacity, will not offer advice or direction to, or exercise any degree of control over the business and affairs of the Company and that BDO will not be responsible for any decisions or actions of the Company. In particular, BDO will have no duty of care to the Company and the Company specifically acknowledges that nothing contained herein will constitute an arrangement, agreement or relationship between the Company and BDO arising from or based, directly, upon the Engagement.
6. Neither BDO nor the Lender shall have any liability, responsibility or obligation to the Company, or any persons who have provided guarantees to the Lender, whatsoever, whether in contract, negligence, tort or otherwise, arising in respect of any cause, matter or thing existing as of the date hereof or arising in respect of the Engagement or any addition to or variation thereof, and the Company agrees to indemnify and save each of BDO and the Lender harmless of and from any and all claims, demands, liabilities, losses and expenses sustained or incurred by either or both of them arising out of the Engagement.
7. During the course of the Engagement, BDO may collect personal information about identifiable individuals (“**Personal Information**”), either from the Company or from third parties. The Company and BDO agree that BDO will collect, use and disclose Personal Information solely for purposes of the Engagement.
8. The Engagement of BDO is not an act of enforcement of the Security and, in particular, that BDO is not the owner of nor is it in charge, management, custody or control of any real property owned or occupied by the Company, its other property and assets, nor of its business and affairs.

9. Notwithstanding the Engagement (i) the credit agreement and similar documentation governing the Credit Facilities and all Security granted to the Lender by the Company in connection with the Credit Facilities and the indebtedness and liabilities of the Company to the Lender remain in full force and effect and are in no way amended; (ii) any defaults or events of default which may exist under the credit agreement and similar documentation governing the Credit Facilities, the Security, or otherwise in relation to any of the Credit Facilities are not waived and all rights and remedies of the Lender in connection with any such defaults or events of default are expressly reserved and preserved; (iii) there is no agreement by the Lender to forbear from enforcing any of its rights and remedies against the Company or any guarantors thereof in connection with the Credit Facilities or otherwise; and (iv) the rights and remedies of the Lender against the Company pursuant to the credit agreement and similar documentation governing the Credit Facilities and the Security shall not be prejudiced, impaired or adversely affected nor shall the Lender be required to delay in enforcing any such rights and remedies.
10. A breach of any covenant, condition or other provision of the Engagement Letter or this Consent, Authorization and Acknowledgment shall constitute an event of default under the credit agreement and similar documentation governing the Credit Facilities and the Security.
11. The Company will not object to the appointment of BDO and that BDO can be appointed as receiver, receiver and manager, monitor, trustee in bankruptcy or otherwise of the Company or any property and assets of the Company and that such appointment shall not be a conflict of interest by virtue of BDO having been retained by the Lender or the relationships disclosed above.
12. The Company agrees that BDO's fees for this engagement will be based upon hours spent by those individuals assigned to this matter plus HST and expenses including, but not limited to, travel, meals, accommodations, long-distance telecommunications, photocopying, delivery, postage, and/or third-party clerical assistance as follows:
- | | |
|--------------------------|------------------------|
| Partners | \$525 per hour |
| Managers/Senior Managers | \$350 - \$460 per hour |
| Administrative/Seniors | \$150 - \$250 per hour |
13. The above estimate excludes reasonable out of pocket expenses and an administration fee of 4% of the actual fees. The Company shall be responsible for payment of BDO's invoices. The Company authorizes the Lender to pay invoices issued to the Lender by BDO by debiting the Company's bank account with the Lender 5 days after a copy of the relevant invoice is presented to the Company.
14. BDO may be required to keep confidential all information it obtains regarding the Company and its business, assets and affairs during the course of its engagement hereunder to the same extent as such duty of confidentiality applies to the Lender. Without limiting the generality of the foregoing, the Company specifically waives any duty of confidentiality which either BDO or the Lender may have with respect to any such confidential information obtained by BDO and delivered to the Lender in connection with BDO's engagement hereunder. The Company specifically authorizes BDO and the Lender to divulge such information pursuant to any Court proceeding commenced by or to which the Lender is a party or in connection with the exercise of any of the Lender's remedies against the Company including, without limitation, enforcing the Security or to any potential assignee of the Lender's debt and Security.

All of the foregoing is acknowledged and agreed to by the undersigned this 28th day of April 2021.

Yours very truly,

Per:  _____

Name: Peter Bozzo

I have the authority to bind the Company



April 1, 2021

BDO Canada Limited
20 Wellington St. E, Suite 500
Toronto, Ontario
M5E 1C5

Attention: *Josie Parisi*

Dear Ms. Parisi:

Re: Nimbus Environment Solutions Inc., Nimbus Water Systems Inc., Water Filter Cart Inc., 365 Pro Installations Inc., 2242462 Ontario Ltd., and 2422343 Ontario Inc. (the "Company")

Background

This letter (including the Consent, Authorization and Acknowledgment attached hereto as Schedule "A") (the "**Engagement Letter**") confirms the terms of the engagement by National Bank of Canada (the "**Lender**") of BDO Canada Limited ("**BDO**") to act as a consultant to the Lender to review the operations and financial position of the Company (the "**Engagement**").

The Lender has made certain credit facilities (collectively, the "**Credit Facilities**") available to the Company. As continuing security for all of the Company's present and future indebtedness and obligations to the Lender, the Company has granted security to the Lender upon all of the Company's assets, property and undertaking (the "**Security**").

The Company is in default of its obligations to the Lender pursuant to the Credit Facilities.

Scope of Engagement

BDO has been retained by the Lender to provide the following financial and other advisory services in respect of the Company:

- Review the financial and business affairs of the Company;
- Review the reasonableness of the consolidated and unconsolidated budgets, financial statement projections, any existing and future business plans, strategic plans and initiatives and other information provided by the Company to the Lender, including a review and consideration of the nature and reasonableness of the assumptions in those plans underlying the future business prospects of the Company;
- Review the Company's borrowing base calculations and loan margin position, including compliance with all financial and non-financial covenants in its loan agreements with the Lender;
- Review the Company's cash flow requirements on a 13 week and long-term basis;

- Review the Company's current financial position including, but not limited to, an analysis of the Company's assets, liabilities, contingent liabilities and future obligations;
- Review pending litigation or claims against the Company;
- Review and analyze the Lender's security position including a review of priority payables and lien priorities;
- Analyze the Company's inter-company activities and balances;
- Any other review or analysis required to assess the Company's viability/plans to continue operations;
- Provide recommendations with respect to restructuring and other alternatives available to the Lender and the Company; and
- Such other advice, reports and general financial advisory services as may be agreed upon by the Lender and BDO from time to time.

The Lender may at any time instruct BDO to cease its review and/or not to report on any of the above noted matters.

The Lender agrees to cooperate with BDO and provide BDO with all information and records in its possession regarding the Company which BDO may request.

Reporting

BDO shall report directly to the Lender in writing or as otherwise requested by the Lender.

At the request of the Lender, BDO shall prepare a written report or reports pursuant to this Engagement as such may be agreed between BDO and the Lender. A draft of the factual sections of such report or reports, but not any conclusions or recommendations, may be provided to the Company for review and comment. If the draft factual sections of a report are provided to the Company for review, BDO will ask the Company to confirm that such factual sections are accurate in all material respects and that the Company is not aware of any material facts that are not included in the draft report. BDO is, however, under no obligation to delay delivery of any of its reports to the Lender in the event that the Company does not provide comments within the time period requested by BDO nor to change its reports as a result of any comments provided to BDO by the Company.

Consent of the Company

As outlined in the attached Consent, Authorization and Acknowledgement, the Company has consented to BDO's engagement by the Lender and will provide, among other things, the full cooperation of management. The Lender acknowledges that BDO's ability to complete its mandate is dependent upon such cooperation and the Company fulfilling its other obligations outlined in the attached Consent, Authorization and Acknowledgement.

Staffing

This engagement will be under the direction of Josie Parisi, who will maintain overall responsibility for the engagement on behalf of BDO. BDO is authorized to use any of its employees or outside agents, as BDO considers necessary, in connection with the Engagement.

The members of the engagement team may be drawn from the resources of BDO and those of its affiliated and related partnerships and corporations, including those of other BDO member firms in countries outside of Canada, as deemed appropriate, during the conduct of this engagement.

Fees/Remuneration

The Lender agrees that BDO's fees for this Engagement will be based upon hours spent by those individuals assigned to this matter plus HST and expenses including, but not limited to, travel, meals, accommodations, long-distance telecommunications, photocopying, delivery, postage, and/or third-party clerical assistance as follows:

Partners	\$525 - per hour
Managers/Senior Managers	\$350 - \$460 per hour
Administrative/Seniors	\$150 - \$250 per hour

In addition, an administration fee of 4% of the actual fees paid shall be paid to BDO.

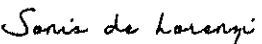
The Company shall be responsible for payment of BDO's invoices; however, the Lender agrees to guarantee payment of BDO's fees and expenses.

This Engagement Letter (including Schedule "A" hereto) and the terms of the Engagement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein. This letter may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which, when taken together, shall constitute one and the same letter.

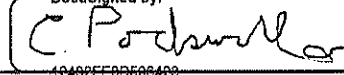
Yours very truly,

National Bank of Canada

By:

DocuSigned by:

 Name: Sonia de Lorenzi
 Title: Senior Manager

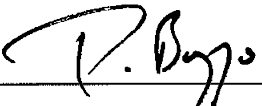
By:

DocuSigned by:

 Name: Caroline Podsiadlo
 Title: Senior Manager

We have authority to bind the Lender

BDO Canada Limited hereby consents to act as Financial Advisor to the Lender in accordance with the terms of the foregoing dated this 28th day of April 2021.

BDO Canada Limited

Per: 
 Name: Peter Bozzo

This is Exhibit "C" referred to in the
Affidavit of Sonia De Lorenzi sworn before me
this 19th day of August, 2021.



A Commissioner for taking affidavits



On August 1, 2019

Nimbus Environmental Solutions Inc.
 Mr. Panagioti (Peter) Bozzo
 112 OAKDALE ROAD
 Toronto, Ontario M3N 1V9

Re : Offer of Financing

Dear Mr. Bozzo,

At National Bank, offering tailored solutions is a priority. We are therefore pleased to present to Nimbus Environmental Solutions Inc. (the "Borrower") the following offer of financing:

	Financing product(s)	Amount	Status
A	Line of Credit	Maximum CAD\$2,000,000	New
B	Term Loan	CAD\$3,200,000	New
C	MasterCard credit cards	Maximum CAD\$350,000	New
D	Risk Replacement Line (with CAD\$160,000 sub-limit for foreign exchange and CAD\$220,000 sub-limit for interest rate swaps)	Maximum CAD\$380,000	New

The offer of financing includes: the terms and conditions of the financing products, the required security, conditions, fees and other provisions set out in Schedule A.


This offer of financing is valid until August 13, 2019 before 5 p.m. To accept this offer, you must return a signed copy of it to us. After this date, the Bank may cancel or amend this offer without notifying you.

This offer replaces any previous offer or agreement regarding [describe the financing product]. If you accept this offer, this financing product will therefore be cancelled as of the date this offer is signed.

Yours truly,



 Kenneth Kaufman
 Senior Director
 Commercial Banking



 David Irving
 Vice President
 Commercial Banking

1. Financing products

A. Line of Credit - \$2,000,000

Purpose	Finance accounts receivable and inventory
Interest rate	Canadian Prime Rate plus 1.15% per annum
Amount available	Determined according to the conditions set out in Section 3. Conditions: Calculation related to the line of credit
Terms of use	Can be used and re-used by way of Floating-rate advances
Disbursement/Repayment	In multiples of \$5,000 Repayable interest only, monthly

B. Term loan – \$3,200,000

Purpose	To finance the acquisition and installation costs of water dispensing equipment to be installed at Sobeys grocery store locations as well as payout of current CIBC loans																					
Term	Term up to 60 months chosen by the Borrower as of the date of the final disbursement																					
Amortization	60 months																					
Interest rate	Variable or Fixed rate as chosen by the Borrower prior to final disbursement of the loan: Variable: Canadian Prime Rate plus 1.50% per annum Fixed Rate: The Bank's Cost of Funds plus 1.75% per annum																					
Disbursement	Multiple draws are permitted until with a maximum of 3 draws in minimum draw amounts of \$250,000. Interest only shall be payable on each draw with the final draw no later than December 31, 2019. On December 31, 2019, any undrawn amounts shall be cancelled unless the draw period is extended by the Bank. Principal repayment is to commence in January 2020 based on the 60 month amortization set out below.																					
Repayment	Prior to December 31, 2019, interest only shall be payable monthly. Thereafter, by way of monthly payments of principal plus interest. The amortization schedule will be irregular and provide for reduced payments in first 2 years of the loan and increased payments in years 4 and 5 of the loan (dependent upon the term chosen by the Borrower prior to final disbursement). The repayment schedule shall be as follows:																					
	<table border="1"> <thead> <tr> <th colspan="3">Term Loan \$ 3,200,000</th> </tr> <tr> <th></th> <th>Principal</th> <th>Loan Residual at Year End</th> </tr> </thead> <tbody> <tr> <td>Year 1</td> <td>\$ 320,000</td> <td>\$ 2,880,000</td> </tr> <tr> <td>Year 2</td> <td>\$ 576,000</td> <td>\$ 2,304,000</td> </tr> <tr> <td>Year 3</td> <td>\$ 704,000</td> <td>\$ 1,600,000</td> </tr> <tr> <td>Year 4</td> <td>\$ 768,000</td> <td>\$ 832,000</td> </tr> <tr> <td>Year 5</td> <td>\$ 832,000</td> <td>\$ -</td> </tr> </tbody> </table>	Term Loan \$ 3,200,000				Principal	Loan Residual at Year End	Year 1	\$ 320,000	\$ 2,880,000	Year 2	\$ 576,000	\$ 2,304,000	Year 3	\$ 704,000	\$ 1,600,000	Year 4	\$ 768,000	\$ 832,000	Year 5	\$ 832,000	\$ -
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Year 3	\$ 704,000	\$ 1,600,000																				
Year 4	\$ 768,000	\$ 832,000																				
Year 5	\$ 832,000	\$ -																				
Fees	Review fees corresponding to \$3,900 annually (which is the same and not in addition to the review fee set out in Section 4 of this agreement)																					

¹ As defined in Schedule A

C. Mastercard credit cards – \$350,000

Purpose

Finance day-to-day purchases made with credit cards, including expenses incurred by drivers and installation personnel

D. Global net risk line for derivatives – Maximum \$380,000 CAD

Purpose

Cover the Bank's net risks for the use of derivatives by the Borrower, including to allow booking for forward foreign exchange contracts up to a 12 month term and for interest rate swaps up to a 60 Month term. This facility has a \$160,000 sub-limit for foreign exchange swaps and \$220,000 sub-limit for interest rate swaps.

2. Security

All the Borrower's obligations to the Bank must at all times be secured by all of the following security. However, the following table or security documents can provide for certain obligations to be secured by specific security. In all cases, the Borrower must sign the documentation required by the Bank.

Borrower

	Status	Related product(s)
General security agreement	1st ranking over all assets, including, without limitation, on all personal property, present and after-acquired, tangible and intangible and registered in the province of Ontario	(to be obtained)

Guarantor

	Status	Related product(s)
Guarantee	Unlimited Guarantees from Oakdale Enterprises Inc. (formerly 2422343 Ontario Inc.), Nimbus Water Systems Inc., Nimbus Environmental Solutions Inc., 365 Pro Installations Inc., Water Filter Cart Inc. and 2242462 Ontario Ltd. Limited personal guarantee in the amount of \$1,482,500 from Pangioti (Peter) Bozzo.	(to be obtained)

The obligations resulting from the guarantees must at all times be secured by the following security:

General security agreements	1st ranking on all personal property, present and after-acquired, tangible and intangible, registered in the province of Ontario from Oakdale Enterprises Inc. (formerly 2422343 Ontario Inc.), Nimbus Water Systems Inc., 365 Pro Installations Inc., Water Filter Cart Inc. and 2242462 Ontario Ltd. Notwithstanding the foregoing, the general security agreement shall specifically exclude any interest in the shares of Cricket Energy Holdings Inc.	(to be obtained)
Subordination	By all shareholders and related companies of Nimbus Water Systems Inc. relating to the redemption of all the shares of Nimbus Water Systems Inc. and the payment of all claims and sums that are or will become due by	(to be obtained)

	Nimbus Water Systems Inc. to such persons	
Charge/ mortgage	1st ranking in the amount of \$12,600,000 on the real property located at 112 Oakdale Road, Toronto, Ontario, as well as a general assignment of rents	(to be obtained)
Subordination	By all shareholders and related companies of Oakdale Enterprises Inc. relating to the redemption of all the shares of Oakdale Enterprises Inc. and the payment of all claims and sums that are or will become due by Oakdale Enterprises Inc. to such persons	(to be obtained)

Other security, documents or agreements

		Status	Related product(s)
Subordination	By all shareholders and related companies of the Borrower relating to the redemption of all the shares of the Borrower and the payment of all claims and sums that are or will become due by the Borrower to such persons	(to be obtained)	
Rider	Designating the Bank as the beneficiary of the proceeds of the insurance policies covering all property given as security, up to its full replacement value as well as a copy of the insurance policy.	(to be obtained)	
Assignment	Relating to a life insurance policy in the amount of \$1,000,000 on the life of Panagioti (Peter) Bozzo	(to be obtained)	

3. Conditions

The financing products are subject to the following specific conditions in addition to the conditions set out in Schedule A.

Calculation related to the line of credit

Amount available	<p>Total advances made under Facility A must never exceed, in principal, interest and fees, the amount of:</p> <ul style="list-style-type: none"> 90% of the Borrower's Canadian and US accounts receivable¹ insured by an insurer recognized by the Bank under the terms and conditions accepted by the Bank 80% of the Borrower's Canadian uninsured net accounts receivable¹ which are acceptable to the Bank 75% of the Borrower's US uninsured net accounts receivable¹ which are acceptable to the Bank 50% of the Borrower's inventory¹ of finished products and 30% of parts and accessories of up to an amount in the aggregate not exceeding \$1,000,000. For the purpose of this covenant, inventory unpaid for 30 days (i.e. trade payables aged under 30 days) are to be deducted from inventory value. <p>Less: prior claims¹ and any amounts payable to subcontractors</p>
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¹ Refer to the definition in Schedule A

Other Applicable Terms and Conditions

Global Net Risk	Allows to conclude contracts with respect to:
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Line for Derivatives

Interest rate derivatives up to a sub-limit in the amount of \$220,000 in Canadian dollars
 The sale or purchase of foreign currencies freely negotiated by the Bank up to a sub-limit in the amount of \$160,000 in Canadian dollars and for a maximum term of 1 year

Cross-Default

A default under this Agreement or any security provided in connection with this Agreement shall be deemed to be an event of default pursuant to the Offer of Financing between Oakdale Enterprises Inc. and the Bank of the same date as this Agreement (the "Oakdale Offer of Financing"). A default under the Oakdale Offer of Financing or any security provided in connection with the Oakdale Offer of Financing shall be deemed to be an event of default under this Agreement.

Financial conditions

Financial statements

<p>For the Borrower: In the form of consolidated internally prepared statements with Oakdale Enterprises Inc.</p> <p>For the Guarantors: In the form of review engagement statements</p>	<p>Annual and maximum 120 days after fiscal year-end</p>
<p>For the Borrower: Interim consolidated statements</p>	<p>Quarterly and maximum 45 days after the end of each period</p>
<p>Inventory List</p>	<p>Monthly</p>
<p>Accounts receivable aging report</p>	<p>Monthly</p>
<p>Accounts payable aging report</p>	<p>Monthly</p>

Financial ratios: Calculated based on the Borrower's interim and/or annual financial statements

Working capital ratio¹

Of at least: 1.20:1.00 to maintain, reviewed quarterly

Debt/equity ratio²

Of no more than: 3.00:1.00 between initial advance and December 30, 2020
 Of no more than: 2.75:1.00 after December 31, 2020
 Reviewed quarterly

Fixed-charge coverage¹

Of at least: 1.15:1.00 to maintain

Other

All covenants are to be tested on a combined basis with Oakdale Enterprises Inc. and the Borrower (consolidated)

¹ Refer to the definition in Schedule A

Conditions required to disburse the financing products:

- > Confirmation (in form and substance satisfactory to the Bank, in its sole discretion) of the total cost for the acquisition and installation of all water dispensing equipment to be installed at Sobeys grocery stores (including copies of all invoices)
- > The Bank will fund no more than 100% of the pre-tax cost for the acquisition and installation of all Sobeys water dispensing equipment
- > Confirmation in form and substance satisfactory to the Bank, in its sole discretion, of a \$2,900,000 equity injection having been made by the shareholders of the Borrower

- > Bank to be provided with contracts for the installation of all water dispensing equipment to be installed at Sobey's grocery stores between Sobey's and Nimbus Water Systems Inc., which contracts shall be satisfactory to the Bank, in the its sole discretion
- > In the event the Borrower chooses to exercise an interest rate swap, all standard documentation required by the Bank shall be first obtained (including, without limitation, the ISDA)
- > Delivery to the Bank's satisfaction of all security and other documents required by the bank, including without limitation, the standard ISDA
- > Written opinion of the legal advisors mandated by the Bank on the publication and rank of the security provided in this offer and confirming that the property given as security to the Bank is the property of the Borrower, by good, valid and marketable title, and free and clear of all prior claims, mortgages, hypothecs or other liens and charges
- > Written opinion of the legal advisors of the Borrower and of any corporate guarantor, on the corporate status and capacity to contract the obligations described herein and in the security documents

4. Fees

Application Fees:	Payable on acceptance of this Offer: \$10,100
Annual Review Fees:	Annually: \$3,900
Security Monitoring Fees:	Annually: \$250
Other fees:	See other fees in Schedule A


5. Acceptance

The undersigned confirms having read and understood this offer and the Schedule A which forms an integral part of the offer, and accepts all terms, conditions, security and obligations.

Signed at Toronto, province of Ontario, on 13th day of August 2019.

Borrower:


NIMBUS ENVIRONMENTAL SOLUTIONS.

By: 
 Panagioti (Peter) Bozzo
 A.S.O. peter@nimbuswatersystems.com
 [Email address]

By: _____

 [Email address]

2242462 ONTARIO LTD.

By: 
Panagioti (Peter) Bozzo
A.S.O. peter@nimbuswatersystems.com
[Email address]
robapp\5429267.2

Guarantor(s):

The undersigned confirms/confirm having read and understood this offer and the Schedule A which forms part of this offer, and hereby accepts/accept the terms, conditions and obligations hereof.

Signed at Toronto, province of ON, on 13 day of Aug 2019

P. Bozzo
Panagioti (Peter) Bozzo

peter@nimbuswatersystems.com
[Email address]

NIMBUS WATER SYSTEMS INC.

By: P. Bozzo
Panagioti (Peter) Bozzo
A.S.O. peter@nimbuswatersystems.com
[Email address]

OAKDALE ENTERPRISES INC.

By: P. Bozzo
Panagioti (Peter) Bozzo
A.S.O. peter@nimbuswatersystems.com
[Email address]

365 PRO INSTALLATIONS INC.

By: P. Bozzo
Panagioti (Peter) Bozzo
A.S.O. peter@nimbuswatersystems.com
[Email address]

WATER FILTER CART INC.

By: P. Bozzo
Panagioti (Peter) Bozzo
A.S.O. peter@nimbuswatersystems.com
[Email address]

SCHEDULE A

Offer of Financing of National Bank of Canada

Conditions governing the financing products

Disbursement and repayment conditions

The Borrower may have a financing product disbursed or renewed when:

1. The conditions set out in the offer of financing (and any other agreement between the Borrower and the Bank, if applicable) have been met;
2. The required charges and fees have been paid;
3. Any document required by the Bank has been signed and given to it;
4. Security interests have been registered, with the applicable rank, when required; and
5. No material unfavourable change has occurred.

Disbursements and repayments must be made on the dates set out in this offer; otherwise, the Bank may, at its discretion, refuse to make any disbursement. If a payment is payable on a non-business day, the payment will be made on the next business day.

Demand financing products

Products covered. The demand financing products are as follows: line of credit, line of credit with temporary operating credit, line of credit in CAD\$ by way of account overdrafts, line of credit in USD\$ by way of account overdrafts, line of credit for letters of guarantee, line of credit for letters of credit, letter of guarantee, letter of credit, demand loan, Mastercard credit, credit for the financing of tax credits, credit for the financing of taxes, electronic funds transfer settlement risk, settlement risk for accounts held at the Bank's New York City branch.

The following also constitute demand financing products: bridge financing with option to convert to term loan for the portion of the credit not converted at term; credit for capital expenditures for the undisbursed credit portion; global net risk line for derivatives for the portion of risk for which there is no contract between the Bank and the Borrower.

Notion. Demand financing products are payable by the Borrower at any time at the Bank's sole discretion. The Bank may therefore at any time, before or after a request for repayment to the Borrower, terminate these products and stop making new advances, without delay or notice to the Borrower. These products are payable at any time, in full or in part, without penalties.

Annual fee. The Borrower must pay an annual fee for any demand financing product in effect on the anniversary date of this offer.

Overrun of the available amount. When the used amount of a financing product exceeds the amount available as set out in this offer, the Borrower must immediately repay the difference. If the Bank were to temporarily tolerate such overrun, it could require:

1. The immediate payment of a lump sum so that the amount used is equal to or less than the available amount;

2. That new investments, securities or other financial assets be given as security.

The Borrower will then have to pay the Bank fees of 1% on the overrun amount, with minimum fees of \$100.00.

If the Bank does not tolerate the overrun, the Borrower must repay in full the balance of the financing product, plus all fees and interest accrued.

Overrun of the authorized amount. When the amount owed by the Borrower exceeds the authorized amount of the financing product, the Borrower must immediately repay the excess amount to the Bank.

Separate agreements. Certain financing products are also governed by separate agreements: Mastercard credit card, letter of guarantee or letter of credit, global net risk line for derivatives and electronic funds transfer settlement risk.

For these products, the Borrower must meet all the conditions set out in this offer, as well as the conditions set out in any applicable separate agreement.

Approval. The approval of each issue or renewal request of a letter of credit or a letter of guarantee, a transaction request related to the global net risk line for derivatives or electronic funds transfer settlement risk remains subject to the Bank's sole discretion.

Specific rules: letters of guarantee and letters of credit. The Bank may periodically revise fees for the issue or renewal of each letter upon prior notice of 30 days to the Borrower.

The amount of credit available under which the letter of guarantee or letter of credit is issued will be reduced by the face value of any at sight or at term letter of guarantee or letter of credit upon issue. Upon payment, this letter becomes a floating-rate advance under the credit affected by the issue.

Letters of credit will be payable within a period not exceeding 90 days.

Letters of guarantee will be payable within a period not exceeding 364 days.

Global net risk line for derivatives. The global line allows the Borrower to enter into contracts with the Bank with respect to:

1. Interest rate derivatives;
2. The sale or purchase of foreign currencies freely negotiated by the Bank;
3. Commodity derivatives; or
4. Other treasury products offered by the Bank.

The amount of the risk of each transaction will be determined by the Bank in accordance with the applicable level of risk and fee schedule then in effect at the Bank.

The agreements related to this product are: the declaration of the risks relating to credit with interest rate swaps, the foreign currency conversion agreement, the *International Swap and Derivatives Association (ISDA)* master agreement, the *Credit Support Annex (CSA)* agreement and the confirmation, as applicable, of any transaction.

Term financing products

Products covered. The term financing products are as follows: term loan, non-revolving special credit for capital expenditures (when disbursed), revolving term credit, term loan granted under the *Canada Small Business Financing Act*, bridge financing with option to convert to term loan (when converted), Agri Flex financing and mortgage loan.

Verbal agreements for certain terms and conditions. The Borrower and the Bank can verbally agree on the following terms and conditions: term extension, new term, applicable interest rate and payment dates.

The product remains subject to the other conditions then applicable.

These terms and conditions may be confirmed to the Borrower and the guarantor by email or by regular mail.

Neither the Bank nor the Borrower are obligated to extend the term of a product. At the end of the term, the Borrower can repay the product in full and the Bank can request repayment of the product.

Annual fee. The Borrower must pay annual review fees for any term financing product (except for the term loan granted under the *Canada Small Business Financing Act*) in effect on the anniversary date of this offer.

Application of payments. The Bank may, at its discretion, apply any payment first to the interest and then to the principal or any other amount owed by the Borrower.

When the Bank temporarily tolerates a late payment, the Borrower will pay the Bank late fees according to the payment frequency. These fees will be calculated at the rate of 2.00% on the amount of the late payment until this payment is made in full with minimum fees of \$10.00 per payment.

Option to convert a floating rate to a fixed rate. When offered and approved, the following conditions apply to this option:

1. The Borrower may exercise or renew it (when the fixed-rate period expires) with a prior written notice to the Bank of at least two business days;
2. The fixed-rate period will be no less than 12 months without exceeding the term of the product.

If the Borrower does not exercise the option, the fixed rate reverts to the floating rate applicable to the product concerned.

Repayment before the end of the term

- > **Floating-rate disbursements.** The Borrower may repay the amounts disbursed if the repayment is made from the Borrower's excess generated funds or through a capital stock issue. If the repayment comes from other sources, the Bank will apply a penalty of three months' interest on the repaid principal and withhold this penalty from the Borrower's repayment.

- > Partial repayments will be applied to the final payment of principal and/or interest or any other amount owed by the Borrower, at the Bank's discretion.
- > **Fix-rate disbursements.** The Borrower cannot repay the amounts disbursed before the end of the term.
- > **Annual repayment option.** When offered, this option allows the Borrower to make a non-cumulative repayment before the end of the term, up to 15% of the original authorized amount of the product affected as of the first anniversary date of the final disbursement, without penalty. Such repayment must come from the Borrower's excess generated funds or through a capital stock issue and will be applied without any change to the original method of payment, which remains in force.

Cost overrun. The Bank may stop disbursing on any project that results in an overrun of the costs initially planned, until these costs are assumed by the Borrower and its shareholders, partners and affiliated companies.

Banker's acceptances

The Borrower must meet the following conditions when the terms of use of or option to convert the product into bankers' acceptances is offered:

1. The Borrower must send a written notice of at least two business days to the Bank, in accordance with the prescribed form;
2. As a part of a demand financing product or a term revolving credit, the issue, renewal or conversion must be for an aggregate minimum amount of \$2,000,000.00, and for a demand financing product only, in multiples of \$100,000.00 for any sum in excess thereof;
3. As a part of a term financing product (non-revolving), the first issue or conversion must be for an aggregate minimum amount of \$2,000,000.00;
4. The term chosen must be at least 30 days and no more than 364 days, not include any grace period and, as applicable, at no time exceed the credit availability;
5. The Borrower cannot repay bankers' acceptances before their maturity date;
6. The Borrower must pay stamping fees at the time of acceptance by the Bank; these fees may be revised periodically by the Bank upon giving 30 days' prior written notice to the Borrower;
7. When issuing banker's acceptances, the Bank will give the Borrower the discounted proceeds of the bankers' acceptances less the stamping fees;
8. In the case of a renewal of a bankers' acceptance by issuing a new bankers' acceptance, the discounted proceeds of the new bankers' acceptance will be applied to the repayment of the expired bankers' acceptance and the Borrower will pay the Bank the stamping fees for issuing the new bankers' acceptance, plus an amount equal to the difference between the nominal value of the expired bankers' acceptance and the discounted proceeds of the new bankers' acceptance, failing which the Bank will not be obligated to comply with the request for renewal;
9. If a bankers' acceptance is not renewed at maturity, it becomes a floating-rate advance;

10. In the case of a conversion by way of a bankers' acceptance, the discounted proceeds of the bankers' acceptance will be applied to the repayment of the floating-rate advance covered by the conversion and the Borrower will pay to the Bank the stamping fees for issuing the new bankers' acceptance, failing which the Bank will not be obligated to comply with the request for conversion.

The approval of any request to issue, convert or renew a banker's acceptance is subject to the Bank's discretion.

Representations and warranties

The Borrower and any guarantor hereby represent and warrant to the Bank the truth and accuracy of the following:

- > **Legal existence.** It is duly constituted and organized, validly existing and operating in accordance with the laws applicable to it.
- > **Power and capacity.** It has the required power and capacity to execute this offer and the security documents, and perform its obligations under these documents.
- > **Compliance with obligations.** It complies with its contractual obligation towards the Bank and any other party.
- > **Commercial activities.** The Borrower contracts the financing covered by this offer for its commercial activities.
- > **Financial information.** The balance sheet, the most recent financial statements and other financial information submitted to the Bank are true, accurate and complete, and fairly represent the current financial situation of the Borrower. They are prepared based on generally accepted accounting principles established by the Accounting Standards Board.
- > **Ownership of property.** It has good and marketable title to all its property, which is free and clear of any prior claims, security or other similar encumbrances, except for those already granted in favour of a third party.
- > **Litigation.** It is not involved in any dispute or legal proceedings which could have a material impact on its financial position or on its capacity to operate its company.
- > **Taxes.** It has paid (or will pay at expiry) all the taxes and duties that it is bound to pay or that are imposed on its property, without subrogation or payment agreement.

Covenants

The Borrower and any guarantor undertake to:

- > **Continuation of the company.** Maintain the existence of its company and not modify its corporate structure.
- > **Purpose of financing.** Use the financing product for the purposes set out in this offer.
- > **Information and documents.** Provide the Bank with any information or document that the Bank may reasonably request and ensure that this information or these documents, regardless of the medium (paper, electronic, verbal or other) and whether or not they are signed by a representative, be

accurate so that the Bank may deem them to be validly issued without further formality.

- > **Security.** Grant to the Bank any additional security that it may require from time to time.
- > **Visit and access.** At all times, give the Bank's representatives or mandataries/agents the right to visit and access its establishments, the right to examine its books of account and other records, and take excerpts therefrom or make copies thereof.
- > **Insurance.** Maintain insurance coverage on its property against loss or damages caused by fire and any other risk as is customarily maintained by the same type of company.
- > **Environment.**
 1. Comply with all legal requirements regarding the protection of the environment with respect to its property and all the sites where it operates its company;
 2. Provide, at its expense and upon request from the Bank, any information or report concerning its environmental situation or any neighbouring property; and
 3. Indemnify the Bank for any damage or any liability which it may incur as a result of non-compliance with legal requirements.

These covenants will survive the cancellation of the security or the full and final payment of any amount owing by the Borrower to the Bank.

- > **Events of default.** Notify the Bank, without delay, of any event of default or any other event which, following notice or the expiry of a time period, may constitute an event of default.
- > **Survival of representations and warranties.** Ensure that each representation and warranty set out in this document remain true and accurate at all times.

The Borrower and any guarantor undertake to obtain the consent of the Bank before they:

- > **Distributions and loans.** Grant advances or any type of distribution to its officers, directors, shareholders, partners, members or related parties.
- > **Guarantees.** Grant financial assistance, make an investment or provide a guarantee to a third party other than a subsidiary.
- > **Nature of business.** Modify the nature of its operations or its company.
- > **Change to project.** Significantly modify a project financed by the Bank.
- > **Merger.** Amalgamate with any other company or continue its existence in another jurisdiction.
- > **Disposal of property and change of control.** Sell a substantial portion of its property, allow any change in the share ownership, ownership or capital structure of the Borrower.
- > **Restrictions on assignment.** Assign its rights hereunder, or hypothecate, encumber or otherwise give as security any of its movable or immovable property.

Default

The occurrence of one or more of the following events will constitute an event of default:

1. The Borrower fails to pay any amount owed to the Bank.
2. The Borrower or any guarantor has made a false representation or warranty.
3. The Borrower or any guarantor did not comply with its commitments and obligations towards the Bank under this offer or the security documents.
4. The Borrower or any guarantor becomes insolvent or is declared bankrupted.
5. The Borrower or any guarantor avails itself of a law governing its bankruptcy, restructuring, reorganization, dissolution, winding-up, arrangement, or a third party initiates proceedings towards the Borrower under said law.
6. A receiver, interim receiver or trustee is appointed with respect to the Borrower, the guarantor or its property.
7. The property of the Borrower or guarantor is subject to a seizure/foreclosure proceeding, prior notice of the exercise of a hypothecary right, notice to withdraw authorization to collect claims or any other remedy exercised under laws governing security interests.
8. The Borrower or any guarantor is in default under the terms of any agreement with the Bank, any financial institution or government entity or any other creditor.
9. This offer and any other related document cannot remain in full force or security ceases to retain the rank set out in this offer.
10. A material unfavourable change occurs.

Remedies

In the event of default, the Bank may exercise the following remedy:

1. Terminate any financing product, declare liquid and payable all the Borrower's monetary obligations not yet due at that time and claim immediate payment of all amounts owing without further notice or demand;
2. Withhold any amount collected or received, including the balance of any proceeds from the realization on the security and apply it to any portion of the Borrower's indebtedness to the Bank;
3. Rights and remedies conferred by law and the documents related to this offer.

The rights and remedies are cumulative and not alternative. By omitting to exercise a remedy or notifying the Borrower of the occurrence of an event of default, the Bank does not waive its right to avail itself at a later date of this remedy or event of default.

Interest

Calculation.

1. Any interest is calculated on the daily balance and not in advance, on the basis of a 365-day year, except in cases where the interest is calculated on the basis of a 360-day year. For the purposes of the *Interest Act* (Canada), the annual rate

corresponding to the rate calculated on this basis is equal to the rate thus calculated multiplied by the actual number of days included in the year concerned and divided by 365 days or by 360 days, as the case may be.

2. Unless otherwise stipulated, the interest is payable monthly, on the 26th day of each month, with minimum fees of \$10.00 for every demand financing product. However, the interest payable (or any amount considered interest under the law) can never exceed the maximum interest amount permitted by law. If this maximum were to be reached, the interest amount would be reduced as to not exceed this maximum.
3. Any amount that is not paid at maturity will bear interest at the rate of the financing product concerned. The interest on arrears will be compounded monthly and payable on demand.

Post-default interest. Any amount disbursed by the Bank to realize, maintain or preserve any right or security will bear interest until payment at the Bank's Canadian prime rate plus 3% per annum.

Miscellaneous provisions

Assignment. The bank may assign or transfer all or part of its rights and obligations under this Offer (or grant participations), without notifying the Borrower or any guarantor.

Charges and fees. In addition to the charges set out in this offer, the Borrower must pay, on demand: administration and management fees for the closing of any financing product, the charges and fees for the preparation and registration of security documents (whether or not the financing is disbursed), and the protection and exercise of security interests. Fees include professional fees and expenses incurred by the Bank (e.g., appraisal, audit, notary and lawyer fees).

Additional costs. If a statute, regulation, administrative policy or order results in an increase in the cost of the credit for the Bank (namely as a result of the imposition of reserves, taxes or capital adequacy requirements for the Bank), the Borrower undertakes to pay the Bank, on demand, the amount of the resulting additional cost.

Currency of payments. The Borrower must pay all amounts due under this offer to the Bank in the currency of the relevant financing product. If an amount in Canadian dollars is to be converted into or expressed in U.S. dollars, or the equivalent in U.S. dollars (or inversely) must be determined, the Bank may calculate this conversion or equivalence in accordance with its normal practices.

Set-off. In addition to its other rights, the Bank may offset any amount owed by the Borrower to the Bank with any amount owed by the Bank to the Borrower, even if this amount is not due or is payable in another currency. To proceed with this set-off, the Bank may debit any account held by the Borrower or a guarantor with the Bank.

Indemnification. The Borrower and any guarantor must indemnify the Bank (including its officers, directors, employees and agents) against any damages and costs suffered or incurred by the Bank and claims brought against the Bank resulting from or related to, directly or indirectly, this offer.

This obligation will survive the cancellation of the security or full and final payment of any amount owing by the Borrower to the Bank.

Notices. The Borrower or the guarantor must submit any notice intended for the Bank in writing to the mailing address indicated in this offer.

Records. The Bank will keep records evidencing the transactions performed. These records are presumed to provide evidence as to the indebtedness of the Borrower towards the Bank.

The following changes to or processing of the Bank's records will not result in the novation of financing products or the Borrower's indebtedness towards the Bank:

1. Any conversion of advances, rates or loans set out in this offer;
2. Any change in the name or number of a financing product.

Scope. This offer :

1. Constitutes the final agreement between the parties and supersedes any previous verbal or written agreement related to the financing products offered;
2. Is made without novation to other financing products already granted to the Borrower (not covered by this offer) and related security; these other financing products remain unchanged if otherwise modified herein.

Counterparts. This offer may be executed in several counterparts, and each of the parties may sign a different counterpart. All such counterparts taken together constitute one and the same document.

Collection, use and disclosure of information. The Borrower, any guarantor, as well as their respective representatives authorize the Bank to:

1. Use the necessary information it holds or could hold about them for the purposes of granting credit and insurance products (where permitted by law) or for the purposes of the guarantee;
2. Disclose this information to its affiliates and subsidiaries for this same purpose;
3. Obtain personal information pertaining to them from any party likely to have such information (financial intermediaries, depositaries, credit-reporting agencies, financial institutions, creditors, employers, professionals, tax authorities, public entities, persons with whom they have business relations, and Bank affiliates and subsidiaries) in order to verify the accuracy of all information provided to the Bank from time to time and to ensure the solvency of the Borrower, any guarantor, and their respective representative.

Governing law and jurisdiction. This offer will be construed and interpreted in accordance with the laws of the province where the Bank branch is located, as indicated in this offer.

The courts of this province will have jurisdiction over any dispute related to this offer and the exercise of any resulting remedy.

Definitions

"Material unfavourable change" means a change, situation or event producing an effect deemed unfavourable by the Bank on (1) the inherent risk in the financing (2) the situation (financial or other), operations, property or company of the Borrower or guarantor

(3) the capacity of the Borrower or guarantor to meet its obligations to the Bank (4) the property given as security or the security given on this property (5) the rights and remedies of the Bank under this offer and any related document.

"Net accounts receivable" means the accounts receivable, excluding holdbacks receivable, contra or inter-company accounts, accounts of doubtful quality and other accounts receivable excluded from the calculation of the available amount, in accordance with the Bank's internal policy.

"Priors claims" means any claim which, under any legislation, regulation or other instrument, ranks prior to or may rank prior to the Bank's security. Without limiting the foregoing, prior claims include, in particular, any amount owing to a federal, provincial, municipal or other government authority or crown corporation, any actual or deemed trust, or trust created under legislation, any amount withheld or deduction at source, any accrued and unpaid salary, including any vacation pay, and any amounts due to any person with a right, charge or a trust ranking prior to the Bank's security.

"Discount" means, in the context of a bankers' acceptance, the difference, as determined by the Bank in accordance with its usual practices, between the face value of the bankers' acceptance and the price at which a bankers' acceptance with the same maturity date and the same nominal value accepted by the Bank could normally be sold at about 10 a.m. on the date the bankers' acceptance is issued.

"Excess generated funds" [net income + amortization +/- deferred income taxes for a given fiscal year] - [principal payments made during the given fiscal year].

"Stamping fees" means the fees charged by the Bank to stamp bankers' acceptances issued by the Borrower at a rate established in accordance with this offer.

"Business day" means any day, other than Saturday or Sunday, on which the offices of the Bank are open in the province identified in the last section herein titled "Governing law and jurisdiction".

"Discounted proceeds" means the proceeds that the Bank must disburse to issue a bankers' acceptance, the amount of which corresponds to the nominal value of the bankers' acceptance less the discount.

"Net inventory" means the inventory, excluding the inventory affected by the vendor's lien and other inventory excluded from the calculation of the available amount, in accordance with the Bank's internal policies.

"Canadian Prime Rate" (P) or "U.S. Base Rate" (US BR) means the annual floating interest rate announced publicly by the Bank from time to time, notably on its website at www.nbc.ca and used to determine the interest rates applicable to commercial loans in Canadian or U.S. dollars granted by the Bank in Canada, as the case may be.

"Rate offered" means the annual interest rate determined from time to time by the Bank, for the term chosen by the Borrower, as being the fixed interest rate applicable to its commercial fixed-rate term loans granted by the Bank in Canada for the same term.

Financial ratios

The financial ratios set out herein are defined as follows.

Working capital ratio:

Current assets – advances to directors, employees, shareholders, members, partners and affiliated companies or corporations and/or investments in affiliated companies or corporations and/or closely held companies (if applicable)

Current liabilities

Working capital:

Current assets – advances to directors, employees, shareholders, members, partners and affiliated companies or corporations or investments in affiliated companies or corporations and/or closely held companies (if applicable) – current liabilities

Fixed charge coverage ratio:

EBITDA (excluding extraordinary items) – dividends, withdrawals or other forms of distributions to members or partners – redemption of shares or units (if applicable) – purchase of non-financed tangible and intangible fixed assets +/- investment contributions or redemptions +/- advances to directors, employees and shareholders, and affiliated companies and corporations (if applicable)

Interest charges + principal payments made during the given fiscal year

Debt service coverage ratio:

EBITDA (excluding extraordinary items)

Interest charges + principal payments made during the given fiscal year

Debt service coverage ratio (Real estate):

Net operating income

Interest charges + principal payments made during the given fiscal year

Ratio of interest-bearing to EBITDA:

Total of interest-bearing debts

EBITDA (excluding extraordinary items)

Debt / Tangible Net Worth ratio (Leverage ratio)

Total liabilities – future long-term income taxes (if applicable) – subordinated debt (if applicable)

Tangible net worth

OR

Net worth (specifically for a sole proprietorship)

"Net worth": total assets – total liabilities.

"EBITDA": earnings + interest + amortization +/- current/deferred income taxes.

"Interest-bearing debt": Sum of bank debt, long-term debt, interest bearing balance of sale, capital lease obligations, guarantees in favour of third parties net of cash held by the Borrower.

"Subordinated debt": any debt of the Borrower, its subsidiaries or affiliated companies or corporations towards one of their shareholders, partners, members, subsidiaries or towards any affiliated company; and any preferred share issued and paid up by the Borrower redeemable at the holder's option, the payment of which is entirely subordinated to the sums due or that could become due to the Bank by the Borrower, its subsidiaries and affiliated companies or corporations.

"Net operating income": Total rental income based on existing leases (for the next 12 months) + other property income (recovery of taxes, parking, laundry) – expense related to the property.

"Tangible net worth"

For corporations:

Shareholders' equity (the sum of capital stock, retained earnings, contributed surplus) + future long-term income taxes + subordinated debt – [unsubordinated redeemable shares + intangible assets + advances to directors, employees and shareholders + advances to affiliated companies or corporations + investments in affiliated companies or corporations and/or closely held companies].

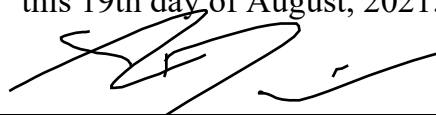
Corporations without share capital:

Partners' equity (the sum of partners' contributions, retained earnings, contributed surplus) + future long-term income taxes + subordinated debt – [uninvoiced work in progress, unsubordinated redeemable units + intangible assets + advances to partners, directors and employees + advances to affiliated companies or corporations + loans granted by the Bank to partners for the purpose of financing their capital contribution in the Borrower + investments in affiliated companies or corporations and/or closely held companies].

For cooperatives or not-for-profit corporations:

Members' equity (capital stock + equity of the Borrower including the general reserve and retained surplus earnings (or accumulated deficits)) + future long-term income taxes + subordinated debt – [unsubordinated redeemable units + intangible assets + advances to directors, employees and members + advances to affiliated companies or corporations and/or closely held companies].

This is Exhibit "D" referred to in the
Affidavit of Sonia De Lorenzi sworn before me
this 19th day of August, 2021.



A Commissioner for taking affidavits



On August 1, 2019

Oakdale Enterprises Inc. (formerly known as 2422343 Ontario Inc.)
 Mr. Panagioti (Peter) Bozzo
 112 OAKDALE ROAD
 Toronto, Ontario M3N 1V9

Re : Offer of Financing

Dear Mr. Bozzo,

At National Bank, offering tailored solutions is a priority. We are therefore pleased to present to Oakdale Enterprises Inc. (the "Borrower") the following offer of financing:

	Financing product(s)	Amount	Status
A	Term Loan	\$7,400,000 CAD	New
B	Risk Replacement Line for Interest Rate Swap	Maximum \$520,000 \$CAD	New

The offer of financing includes: the terms and conditions of the financing products, the required security, conditions, fees and other provisions set out in Schedule A.

This offer of financing is valid until August 13, 2019 before 5 p.m. To accept this offer, you must return a signed copy of it to us. After this date, the Bank may cancel or amend this offer without notifying you.

This offer replaces any previous offer or agreement regarding [describe the financing product]. If you accept this offer, this financing product will therefore be cancelled as of the date this offer is signed.

Yours truly,

Kenneth Kaufman
 Senior Director
 Commercial Banking

David Irving
 Vice President
 Commercial Banking

1. Financing products

A. Term loan – \$7,400,000

Purpose	To refinance existing mortgage debt outstanding at the time of drawdown and to finance 100% of the pre-tax cost, up to \$3,913,000 for the acquisition and installation costs of water dispensing equipment to be primarily installed at Sobeys grocery store locations and also to other customers.																					
Term	Term up to 60 months as chosen by the Borrower as of the date of the final disbursement																					
Amortization	240 months																					
Interest rate	Variable or Fixed rate as chosen by the Borrower prior to final disbursement of the loan: Variable: Canadian Prime Rate plus 1.00% per annum Fixed Rate: The Bank's Cost of Funds plus 1.25% per annum																					
Disbursement	Single disbursement to be made no later than August 31, 2019																					
Repayment	By way of monthly payments of principal plus interest. The amortization schedule will be irregular and provide for reduced payments in first 2 years of the loan and increased payments in years 4 and 5 of the loan (dependent upon the term chosen by the Borrower prior to final disbursement). The repayment schedule shall be as follows:																					
	<table border="1"> <thead> <tr> <th>Term Loan</th> <th>\$ 7,400,000</th> <th></th> </tr> <tr> <th></th> <th>Principal</th> <th>Loan Residual at Year End</th> </tr> </thead> <tbody> <tr> <td>Year 1</td> <td>\$ 148,000</td> <td>\$ 7,252,000</td> </tr> <tr> <td>Year 2</td> <td>\$ 222,000</td> <td>\$ 7,030,000</td> </tr> <tr> <td>Year 3</td> <td>\$ 370,000</td> <td>\$ 6,660,000</td> </tr> <tr> <td>Year 4</td> <td>\$ 370,000</td> <td>\$ 6,290,000</td> </tr> <tr> <td>Year 5</td> <td>\$ 444,000</td> <td>\$ 5,846,000</td> </tr> </tbody> </table>	Term Loan	\$ 7,400,000			Principal	Loan Residual at Year End	Year 1	\$ 148,000	\$ 7,252,000	Year 2	\$ 222,000	\$ 7,030,000	Year 3	\$ 370,000	\$ 6,660,000	Year 4	\$ 370,000	\$ 6,290,000	Year 5	\$ 444,000	\$ 5,846,000
Term Loan	\$ 7,400,000																					
	Principal	Loan Residual at Year End																				
Year 1	\$ 148,000	\$ 7,252,000																				
Year 2	\$ 222,000	\$ 7,030,000																				
Year 3	\$ 370,000	\$ 6,660,000																				
Year 4	\$ 370,000	\$ 6,290,000																				
Year 5	\$ 444,000	\$ 5,846,000																				
Fees	Review fees corresponding to \$8,300 annually (which is the same and not in addition to the review fee set out in Section 4 of this agreement)																					

¹ As defined in Schedule A

B. Global net risk line for derivatives – Maximum \$520,000 CAD

Purpose	Cover the Bank's net risks for the use of derivatives by the Borrower, including interest rate derivatives for term up to 60 months
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2. Security

All the Borrower's obligations to the Bank must at all times be secured by all of the following security. However, the following table or security documents can provide for certain obligations to be secured by specific security. In all cases, the Borrower must sign the documentation required by the Bank.

Borrower

		Status	Related product(s)
General security agreement	1st ranking on all personal property, present and after-acquired, tangible and intangible, registered in the province of Ontario	(to be obtained)	
Charge/mortgage	1st ranking in the amount of \$12,600,000 on the real property located at 112 Oakdale Road, Toronto, Ontario, as well as a general assignment of rents	(to be obtained)	

Guarantor

		Status	Related product(s)
Guarantee	<p>Unlimited Guarantees from Nimbus Water Systems Inc., Nimbus Environmental Solutions Inc., 365 Pro Installations Inc., Water Filter Cart Inc. and 2242462 Ontario Ltd.</p> <p>Limited personal guarantee in the amount of \$1,980,000 from Pangioti (Peter) Bozzo.</p>	(to be obtained)	

The obligations resulting from the guarantees must at all times be secured by the following security:

General security agreements	<p>1st ranking on all personal property, present and after-acquired, tangible and intangible, registered in the province of Ontario from Nimbus Water Systems Inc., Nimbus Environmental Solutions Inc., 365 Pro Installations Inc., Water Filter Cart Inc. and 2242462 Ontario Ltd.</p> <p>Notwithstanding the foregoing, the general security agreement shall specifically exclude any interest in the shares of Cricket Energy Holdings Inc.</p>	(to be obtained)	
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Other security, documents or agreements

		Status	Related product(s)
Subordination	By all shareholders and related companies of the Borrower relating to the redemption of all the shares of the Borrower and the payment of all claims and sums that are or will become due by the Borrower to such persons	(to be obtained)	
Rider	Designating the Bank as the beneficiary of the proceeds of the insurance policies covering all property given as security, up to its full replacement value as well as a copy of the insurance policy. Minimum building coverage of \$7,400,000 is required.	(to be obtained)	
Estoppel Certificate	Estoppel Certificate in the Bank's form from any third party tenants attesting as to the material terms of any leases on 112 Oakdale Road, Toronto, Ontario and agreeing to subordinate and attorn such leases to the Bank	(to be obtained)	

3. Conditions

The financing products are subject to the following specific conditions in addition to the conditions set out in Schedule A.

Other Applicable Conditions and Terms

Global Net Risk Line for Derivatives	Allows to conclude contracts with respect to: Interest rate derivatives up to a sub-limit in the amount of \$520,000 in Canadian Dollars
Cross-Default	A default under this Agreement or any security provided in connection with this Agreement shall be deemed to be an event of default pursuant to the Offer of Financing between Nimbus Environmental Solutions Inc. and the Bank of the same date as this Agreement (the "NESI Offer of Financing"). A default under the NESI Offer of Financing or any security provided in connection with the NESI Offer of Financing shall be deemed to be an event of default under this Agreement.

Financial conditions

Financial statements	In the form of internally prepared statements consolidated with Nimbus Environmental Solutions Inc. and related companies For all other Guarantors and the Borrower: In the form of non-consolidated review engagement statements	Annual and maximum 120 days after fiscal year-end
	Interim <u>consolidated</u> statements consolidated with Nimbus Environmental Solutions Inc.	Quarterly and maximum 45 days after the end of each period
	Rent roll for 112 Oakdale Road, Toronto, Ontario	Annually and maximum 90 days after fiscal year end
	Confirmation that property taxes have been paid and are up-to date for 112 Oakdale Road, Toronto, Ontario	Annually and maximum 90 days after fiscal year end

Financial ratios: Calculated based on the Borrower's interim and/or annual financial statements

Working capital ratio¹	Of at least: 1.20:1.00 to maintain
Fixed-charge coverage¹	Of at least: 1.15:1.00 to maintain
Debt/equity ratio¹	Of no more than: 3.00:1.00 between initial advance and December 30, 2020 Of no more than: 2.75:1.00 after December 31, 2020
Other	All covenants are to be tested on a combined basis with Nimbus Environmental Solutions Inc. (consolidated) and the Borrower

¹ Refer to the definition in Schedule A

Conditions required to disburse the financing products:

- > Confirmation (in form and substance satisfactory to the Bank, in its sole discretion) of the total cost for the acquisition and installation of all water dispensing equipment to be installed at Sobeys grocery stores

- > The Bank will fund no more than 100% of the pre-tax cost for the acquisition and installation of all Sobeys water dispensing equipment
- > In the event the Borrower chooses to exercise an interest rate swap, all standard documentation required by the Bank shall be first obtained (including, without limitation, the ISDA)
- > The Borrower to provide the Bank with executed Lease agreements with Nimbus Water Systems Inc. and Instore Products Ltd. as a minimum base rent of \$10.00/square foot, being triple net and carefree to the landlord for occupancy at 112 Oakdale Road with a commencement date within 3 months of maturity of the lease with Palma Doors.
- > Copy of a notice sent to Palma Doors confirming that the existing lease in favour of Palma Doors at 112 Oakdale Road has not been renewed and will expire in January, 2020
- > Copies of title deeds and a proof that all property taxes and real estate taxes for any property given as security
- > Delivery to the Bank's satisfaction of all security and other documents required by the Bank
- > Borrowers' title insurance policy satisfactory to the Bank for any property given as security for the amount of the financing product(s) confirming that the charge/hypothec granted is first ranking on the property given as security
- > Written opinion of the legal advisors mandated by the Bank on the publication and rank of the security provided in this offer and confirming that the property given as security to the Bank is the property of the Borrower, by good, valid and marketable title, and free and clear of all prior claims, mortgages, hypothecs or other liens and charges
- > Written opinion of the legal advisors of the Borrower and of any corporate guarantor, on the corporate status and capacity to contract the obligations described herein and in the security documents

4. Fees

Application Fees	Payable on acceptance of this Offer: \$14,300
Annual Review Fees:	Annually: \$8,300
Other fees	See other fees in Schedule A

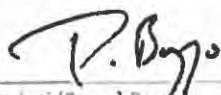
5. Acceptance

The undersigned confirms having read and understood this offer and the Schedule A which forms an integral part of the offer, and accepts all terms, conditions, security and obligations.

Signed at Toronto, province of Ontario, on 13th day of August 2019.

Borrower:

OAKDALE ENTERPRISES INC.

By: 
 Panagioti (Peter) Bozic
 A.S.O. peter@nimbuswatersystems.com
 [Email address]

Guarantor(s):

The undersigned confirms/confirm having read and understood this offer and the Schedule A which forms part of this offer, and hereby accepts/accept the terms, conditions and obligations hereof.

Signed at Toronto, province of ON, on 13 day of AUG 20 19

P. Bozzo

Panagioti (Peter) Bozzo

peter@nimbuswatersystems.com

[Email address]

NIMBUS WATER SYSTEMS INC.

By:

P. Bozzo

Panagioti (Peter) Bozzo

A.S.O. peter@nimbuswatersystems.com

[Email address]

NIMBUS ENVIRONMENTAL SOLUTIONS INC.

By:

P. Bozzo

Panagioti (Peter) Bozzo

A.S.O. peter@nimbuswatersystems.com

[Email address]

365 PRO INSTALLATIONS INC.

By:

P. Bozzo

Panagioti (Peter) Bozzo

A.S.O. peter@nimbuswatersystems.com

[Email address]

WATER FILTER CART INC.

By:

P. Bozzo

Panagioti (Peter) Bozzo

A.S.O. peter@nimbuswatersystems.com

[Email address]

2242462 ONTARIO LTD.

By:

P. Bozzo

Panagioti (Peter) Bozzo

A.S.O. peter@nimbuswatersystems.com

[Email address]

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SCHEDULE A

Offer of Financing of National Bank of Canada

Conditions governing the financing products

Disbursement and repayment conditions

The Borrower may have a financing product disbursed or renewed when:

1. The conditions set out in the offer of financing (and any other agreement between the Borrower and the Bank, if applicable) have been met;
2. The required charges and fees have been paid;
3. Any document required by the Bank has been signed and given to it;
4. Security interests have been registered, with the applicable rank, when required; and
5. No material unfavourable change has occurred.

Disbursements and repayments must be made on the dates set out in this offer; otherwise, the Bank may, at its discretion, refuse to make any disbursement. If a payment is payable on a non-business day, the payment will be made on the next business day.

Demand financing products

Products covered. The demand financing products are as follows: line of credit, line of credit with temporary operating credit, line of credit in CAD\$ by way of account overdrafts, line of credit in USD\$ by way of account overdrafts, line of credit for letters of guarantee, line of credit for letters of credit, letter of guarantee, letter of credit, demand loan, Mastercard credit, credit for the financing of tax credits, credit for the financing of taxes, electronic funds transfer settlement risk, settlement risk for accounts held at the Bank's New York City branch.

The following also constitute demand financing products: bridge financing with option to convert to term loan for the portion of the credit not converted at term; credit for capital expenditures for the undisbursed credit portion; global net risk line for derivatives for the portion of risk for which there is no contract between the Bank and the Borrower.

Notion. Demand financing products are payable by the Borrower at any time at the Bank's sole discretion. The Bank may therefore at any time, before or after a request for repayment to the Borrower, terminate these products and stop making new advances, without delay or notice to the Borrower. These products are payable at any time, in full or in part, without penalties.

Annual fee. The Borrower must pay an annual fee for any demand financing product in effect on the anniversary date of this offer.

Overrun of the available amount. When the used amount of a financing product exceeds the amount available as set out in this offer, the Borrower must immediately repay the difference. If the Bank were to temporarily tolerate such overrun, it could require:

1. The immediate payment of a lump sum so that the amount used is equal to or less than the available amount;

2. That new investments, securities or other financial assets be given as security.

The Borrower will then have to pay the Bank fees of 1% on the overrun amount, with minimum fees of \$100.00.

If the Bank does not tolerate the overrun, the Borrower must repay in full the balance of the financing product, plus all fees and interest accrued.

Overrun of the authorized amount. When the amount owed by the Borrower exceeds the authorized amount of the financing product, the Borrower must immediately repay the excess amount to the Bank.

Separate agreements. Certain financing products are also governed by separate agreements: Mastercard credit card, letter of guarantee or letter of credit, global net risk line for derivatives and electronic funds transfer settlement risk.

For these products, the Borrower must meet all the conditions set out in this offer, as well as the conditions set out in any applicable separate agreement.

Approval. The approval of each issue or renewal request of a letter of credit or a letter of guarantee, a transaction request related to the global net risk line for derivatives or electronic funds transfer settlement risk remains subject to the Bank's sole discretion.

Specific rules: letters of guarantee and letters of credit. The Bank may periodically revise fees for the issue or renewal of each letter upon prior notice of 30 days to the Borrower.

The amount of credit available under which the letter of guarantee or letter of credit is issued will be reduced by the face value of any at sight or at term letter of guarantee or letter of credit upon issue. Upon payment, this letter becomes a floating-rate advance under the credit affected by the issue.

Letters of credit will be payable within a period not exceeding 90 days.

Letters of guarantee will be payable within a period not exceeding 364 days.

Global net risk line for derivatives. The global line allows the Borrower to enter into contracts with the Bank with respect to:

1. Interest rate derivatives;
2. The sale or purchase of foreign currencies freely negotiated by the Bank;
3. Commodity derivatives; or
4. Other treasury products offered by the Bank.

The amount of the risk of each transaction will be determined by the Bank in accordance with the applicable level of risk and fee schedule then in effect at the Bank.

The agreements related to this product are: the declaration of the risks relating to credit with interest rate swaps, the foreign currency conversion agreement, the *International Swap and Derivatives Association (ISDA)* master agreement, the *Credit Support Annex (CSA)* agreement and the confirmation, as applicable, of any transaction.

Term financing products

Products covered. The term financing products are as follows: term loan, non-revolving special credit for capital expenditures (when disbursed), revolving term credit, term loan granted under the *Canada Small Business Financing Act*, bridge financing with option to convert to term loan (when converted), Agri Flex financing and mortgage loan.

Verbal agreements for certain terms and conditions. The Borrower and the Bank can verbally agree on the following terms and conditions: term extension, new term, applicable interest rate and payment dates.

The product remains subject to the other conditions then applicable.

These terms and conditions may be confirmed to the Borrower and the guarantor by email or by regular mail.

Neither the Bank nor the Borrower are obligated to extend the term of a product. At the end of the term, the Borrower can repay the product in full and the Bank can request repayment of the product.

Annual fee. The Borrower must pay annual review fees for any term financing product (except for the term loan granted under the *Canada Small Business Financing Act*) in effect on the anniversary date of this offer.

Application of payments. The Bank may, at its discretion, apply any payment first to the interest and then to the principal or any other amount owed by the Borrower.

When the Bank temporarily tolerates a late payment, the Borrower will pay the Bank late fees according to the payment frequency. These fees will be calculated at the rate of 2.00% on the amount of the late payment until this payment is made in full with minimum fees of \$10.00 per payment.

Option to convert a floating rate to a fixed rate. When offered and approved, the following conditions apply to this option:

1. The Borrower may exercise or renew it (when the fixed-rate period expires) with a prior written notice to the Bank of at least two business days;
2. The fixed-rate period will be no less than 12 months without exceeding the term of the product.

If the Borrower does not exercise the option, the fixed rate reverts to the floating rate applicable to the product concerned.

Repayment before the end of the term

- > **Floating-rate disbursements.** The Borrower may repay the amounts disbursed if the repayment is made from the Borrower's excess generated funds or through a capital stock issue. If the repayment comes from other sources, the Bank will apply a penalty of three months' interest on the repaid principal and withhold this penalty from the Borrower's repayment.

- > Partial repayments will be applied to the final payment of principal and/or interest or any other amount owed by the Borrower, at the Bank's discretion.
- > **Fix-rate disbursements.** The Borrower cannot repay the amounts disbursed before the end of the term.
- > **Annual repayment option.** When offered, this option allows the Borrower to make a non-cumulative repayment before the end of the term, up to 15% of the original authorized amount of the product affected as of the first anniversary date of the final disbursement, without penalty. Such repayment must come from the Borrower's excess generated funds or through a capital stock issue and will be applied without any change to the original method of payment, which remains in force.

Cost overrun. The Bank may stop disbursing on any project that results in an overrun of the costs initially planned, until these costs are assumed by the Borrower and its shareholders, partners and affiliated companies.

Banker's acceptances

The Borrower must meet the following conditions when the terms of use of or option to convert the product into bankers' acceptances is offered:

1. The Borrower must send a written notice of at least two business days to the Bank, in accordance with the prescribed form;
2. As a part of a demand financing product or a term revolving credit, the issue, renewal or conversion must be for an aggregate minimum amount of \$2,000,000.00, and for a demand financing product only, in multiples of \$100,000.00 for any sum in excess thereof;
3. As a part of a term financing product (non-revolving), the first issue or conversion must be for an aggregate minimum amount of \$2,000,000.00;
4. The term chosen must be at least 30 days and no more than 364 days, not include any grace period and, as applicable, at no time exceed the credit availability;
5. The Borrower cannot repay bankers' acceptances before their maturity date;
6. The Borrower must pay stamping fees at the time of acceptance by the Bank; these fees may be revised periodically by the Bank upon giving 30 days' prior written notice to the Borrower;
7. When issuing banker's acceptances, the Bank will give the Borrower the discounted proceeds of the bankers' acceptances less the stamping fees;
8. In the case of a renewal of a bankers' acceptance by issuing a new bankers' acceptance, the discounted proceeds of the new bankers' acceptance will be applied to the repayment of the expired bankers' acceptance and the Borrower will pay the Bank the stamping fees for issuing the new bankers' acceptance, plus an amount equal to the difference between the nominal value of the expired bankers' acceptance and the discounted proceeds of the new bankers' acceptance, failing which the Bank will not be obligated to comply with the request for renewal;
9. If a bankers' acceptance is not renewed at maturity, it becomes a floating-rate advance;

10. In the case of a conversion by way of a bankers' acceptance, the discounted proceeds of the bankers' acceptance will be applied to the repayment of the floating-rate advance covered by the conversion and the Borrower will pay to the Bank the stamping fees for issuing the new bankers' acceptance, failing which the Bank will not be obligated to comply with the request for conversion.

The approval of any request to issue, convert or renew a banker's acceptance is subject to the Bank's discretion.

Representations and warranties

The Borrower and any guarantor hereby represent and warrant to the Bank the truth and accuracy of the following:

- > **Legal existence.** It is duly constituted and organized, validly existing and operating in accordance with the laws applicable to it.
- > **Power and capacity.** It has the required power and capacity to execute this offer and the security documents, and perform its obligations under these documents.
- > **Compliance with obligations.** It complies with its contractual obligation towards the Bank and any other party.
- > **Commercial activities.** The Borrower contracts the financing covered by this offer for its commercial activities.
- > **Financial Information.** The balance sheet, the most recent financial statements and other financial information submitted to the Bank are true, accurate and complete, and fairly represent the current financial situation of the Borrower. They are prepared based on generally accepted accounting principles established by the Accounting Standards Board.
- > **Ownership of property.** It has good and marketable title to all its property, which is free and clear of any prior claims, security or other similar encumbrances, except for those already granted in favour of a third party.
- > **Litigation.** It is not involved in any dispute or legal proceedings which could have a material impact on its financial position or on its capacity to operate its company.
- > **Taxes.** It has paid (or will pay at expiry) all the taxes and duties that it is bound to pay or that are imposed on its property, without subrogation or payment agreement.

Covenants

The Borrower and any guarantor undertake to:

- > **Continuation of the company.** Maintain the existence of its company and not modify its corporate structure.
- > **Purpose of financing.** Use the financing product for the purposes set out in this offer.
- > **Information and documents.** Provide the Bank with any information or document that the Bank may reasonably request and ensure that this information or these documents, regardless of the medium (paper, electronic, verbal or other) and whether or not they are signed by a representative, be

accurate so that the Bank may deem them to be validly issued without further formality.

- > **Security.** Grant to the Bank any additional security that it may require from time to time.
- > **Visit and access.** At all times, give the Bank's representatives or mandataries/agents the right to visit and access its establishments, the right to examine its books of account and other records, and take excerpts therefrom or make copies thereof.
- > **Insurance.** Maintain insurance coverage on its property against loss or damages caused by fire and any other risk as is customarily maintained by the same type of company.
- > **Environment.**
 1. Comply with all legal requirements regarding the protection of the environment with respect to its property and all the sites where it operates its company;
 2. Provide, at its expense and upon request from the Bank, any information or report concerning its environmental situation or any neighbouring property; and
 3. Indemnify the Bank for any damage or any liability which it may incur as a result of non-compliance with legal requirements.

These covenants will survive the cancellation of the security or the full and final payment of any amount owing by the Borrower to the Bank.

- > **Events of default.** Notify the Bank, without delay, of any event of default or any other event which, following notice or the expiry of a time period, may constitute an event of default.
- > **Survival of representations and warranties.** Ensure that each representation and warranty set out in this document remain true and accurate at all times.

The Borrower and any guarantor undertake to obtain the consent of the Bank before they:

- > **Distributions and loans.** Grant advances or any type of distribution to its officers, directors, shareholders, partners, members or related parties.
- > **Guarantees.** Grant financial assistance, make an investment or provide a guarantee to a third party other than a subsidiary.
- > **Nature of business.** Modify the nature of its operations or its company.
- > **Change to project.** Significantly modify a project financed by the Bank.
- > **Merger.** Amalgamate with any other company or continue its existence in another jurisdiction.
- > **Disposal of property and change of control.** Sell a substantial portion of its property, allow any change in the share ownership, ownership or capital structure of the Borrower.
- > **Restrictions on assignment.** Assign its rights hereunder, or hypothecate, encumber or otherwise give as security any of its movable or immovable property.

Default

The occurrence of one or more of the following events will constitute an event of default:

1. The Borrower fails to pay any amount owed to the Bank.
2. The Borrower or any guarantor has made a false representation or warranty.
3. The Borrower or any guarantor did not comply with its commitments and obligations towards the Bank under this offer or the security documents.
4. The Borrower or any guarantor becomes insolvent or is declared bankrupted.
5. The Borrower or any guarantor avails itself of a law governing its bankruptcy, restructuring, reorganization, dissolution, winding-up, arrangement, or a third party initiates proceedings towards the Borrower under said law.
6. A receiver, interim receiver or trustee is appointed with respect to the Borrower, the guarantor or its property.
7. The property of the Borrower or guarantor is subject to a seizure/foreclosure proceeding, prior notice of the exercise of a hypothecary right, notice to withdraw authorization to collect claims or any other remedy exercised under laws governing security interests.
8. The Borrower or any guarantor is in default under the terms of any agreement with the Bank, any financial institution or government entity or any other creditor.
9. This offer and any other related document cannot remain in full force or security ceases to retain the rank set out in this offer.
10. A material unfavourable change occurs.

Remedies

In the event of default, the Bank may exercise the following remedy:

1. Terminate any financing product, declare liquid and payable all the Borrower's monetary obligations not yet due at that time and claim immediate payment of all amounts owing without further notice or demand;
2. Withhold any amount collected or received, including the balance of any proceeds from the realization on the security and apply it to any portion of the Borrower's indebtedness to the Bank;
3. Rights and remedies conferred by law and the documents related to this offer.

The rights and remedies are cumulative and not alternative. By omitting to exercise a remedy or notifying the Borrower of the occurrence of an event of default, the Bank does not waive its right to avail itself at a later date of this remedy or event of default.

Interest

Calculation.

1. Any interest is calculated on the daily balance and not in advance, on the basis of a 365-day year, except in cases where the interest is calculated on the basis of a 360-day year. For the purposes of the *Interest Act* (Canada), the annual rate

corresponding to the rate calculated on this basis is equal to the rate thus calculated multiplied by the actual number of days included in the year concerned and divided by 365 days or by 360 days, as the case may be.

2. Unless otherwise stipulated, the interest is payable monthly, on the 26th day of each month, with minimum fees of \$10.00 for every demand financing product. However, the interest payable (or any amount considered interest under the law) can never exceed the maximum interest amount permitted by law. If this maximum were to be reached, the interest amount would be reduced as to not exceed this maximum.
3. Any amount that is not paid at maturity will bear interest at the rate of the financing product concerned. The interest on arrears will be compounded monthly and payable on demand.

Post-default interest. Any amount disbursed by the Bank to realize, maintain or preserve any right or security will bear interest until payment at the Bank's Canadian prime rate plus 3% per annum.

Miscellaneous provisions

Assignment. The bank may assign or transfer all or part of its rights and obligations under this Offer (or grant participations), without notifying the Borrower or any guarantor.

Charges and fees. In addition to the charges set out in this offer, the Borrower must pay, on demand: administration and management fees for the closing of any financing product, the charges and fees for the preparation and registration of security documents (whether or not the financing is disbursed), and the protection and exercise of security interests. Fees include professional fees and expenses incurred by the Bank (e.g., appraisal, audit, notary and lawyer fees).

Additional costs. If a statute, regulation, administrative policy or order results in an increase in the cost of the credit for the Bank (namely as a result of the imposition of reserves, taxes or capital adequacy requirements for the Bank), the Borrower undertakes to pay the Bank, on demand, the amount of the resulting additional cost.

Currency of payments. The Borrower must pay all amounts due under this offer to the Bank in the currency of the relevant financing product. If an amount in Canadian dollars is to be converted into or expressed in U.S. dollars, or the equivalent in U.S. dollars (or inversely) must be determined, the Bank may calculate this conversion or equivalence in accordance with its normal practices.

Set-off. In addition to its other rights, the Bank may offset any amount owed by the Borrower to the Bank with any amount owed by the Bank to the Borrower, even if this amount is not due or is payable in another currency. To proceed with this set-off, the Bank may debit any account held by the Borrower or a guarantor with the Bank.

Indemnification. The Borrower and any guarantor must indemnify the Bank (including its officers, directors, employees and agents) against any damages and costs suffered or incurred by the Bank and claims brought against the Bank resulting from or related to, directly or indirectly, this offer.

This obligation will survive the cancellation of the security or full and final payment of any amount owing by the Borrower to the Bank.

Notices. The Borrower or the guarantor must submit any notice intended for the Bank in writing to the mailing address indicated in this offer.

Records. The Bank will keep records evidencing the transactions performed. These records are presumed to provide evidence as to the indebtedness of the Borrower towards the Bank.

The following changes to or processing of the Bank's records will not result in the novation of financing products or the Borrower's indebtedness towards the Bank:

1. Any conversion of advances, rates or loans set out in this offer;
2. Any change in the name or number of a financing product.

Scope. This offer :

1. Constitutes the final agreement between the parties and supersedes any previous verbal or written agreement related to the financing products offered;
2. Is made without novation to other financing products already granted to the Borrower (not covered by this offer) and related security; these other financing products remain unchanged if otherwise modified herein.

Counterparts. This offer may be executed in several counterparts, and each of the parties may sign a different counterpart. All such counterparts taken together constitute one and the same document.

Collection, use and disclosure of information. The Borrower, any guarantor, as well as their respective representatives authorize the Bank to:

1. Use the necessary information it holds or could hold about them for the purposes of granting credit and insurance products (where permitted by law) or for the purposes of the guarantee;
2. Disclose this information to its affiliates and subsidiaries for this same purpose;
3. Obtain personal information pertaining to them from any party likely to have such information (financial intermediaries, depositaries, credit-reporting agencies, financial institutions, creditors, employers, professionals, tax authorities, public entities, persons with whom they have business relations, and Bank affiliates and subsidiaries) in order to verify the accuracy of all information provided to the Bank from time to time and to ensure the solvency of the Borrower, any guarantor, and their respective representative.

Governing law and jurisdiction. This offer will be construed and interpreted in accordance with the laws of the province where the Bank branch is located, as indicated in this offer.

The courts of this province will have jurisdiction over any dispute related to this offer and the exercise of any resulting remedy.

Definitions

"Material unfavourable change" means a change, situation or event producing an effect deemed unfavourable by the Bank on (1) the inherent risk in the financing (2) the situation (financial or other), operations, property or company of the Borrower or guarantor

(3) the capacity of the Borrower or guarantor to meet its obligations to the Bank (4) the property given as security or the security given on this property (5) the rights and remedies of the Bank under this offer and any related document.

"Net accounts receivable" means the accounts receivable, excluding holdbacks receivable, contra or inter-company accounts, accounts of doubtful quality and other accounts receivable excluded from the calculation of the available amount, in accordance with the Bank's internal policy.

"Priors claims" means any claim which, under any legislation, regulation or other instrument, ranks prior to or may rank prior to the Bank's security. Without limiting the foregoing, prior claims include, in particular, any amount owing to a federal, provincial, municipal or other government authority or crown corporation, any actual or deemed trust, or trust created under legislation, any amount withheld or deduction at source, any accrued and unpaid salary, including any vacation pay, and any amounts due to any person with a right, charge or a trust ranking prior to the Bank's security.

"Discount" means, in the context of a bankers' acceptance, the difference, as determined by the Bank in accordance with its usual practices, between the face value of the bankers' acceptance and the price at which a bankers' acceptance with the same maturity date and the same nominal value accepted by the Bank could normally be sold at about 10 a.m. on the date the bankers' acceptance is issued.

"Excess generated funds" [net income + amortization +/- deferred income taxes for a given fiscal year] - [principal payments made during the given fiscal year].

"Stamping fees" means the fees charged by the Bank to stamp bankers' acceptances issued by the Borrower at a rate established in accordance with this offer.

"Business day" means any day, other than Saturday or Sunday, on which the offices of the Bank are open in the province identified in the last section herein titled "Governing law and jurisdiction".

"Discounted proceeds" means the proceeds that the Bank must disburse to issue a bankers' acceptance, the amount of which corresponds to the nominal value of the bankers' acceptance less the discount.

"Net inventory" means the inventory, excluding the inventory affected by the vendor's lien and other inventory excluded from the calculation of the available amount, in accordance with the Bank's internal policies.

"Canadian Prime Rate" (P) or "U.S. Base Rate" (US BR) means the annual floating interest rate announced publicly by the Bank from time to time, notably on its website at www.nbc.ca and used to determine the interest rates applicable to commercial loans in Canadian or U.S. dollars granted by the Bank in Canada, as the case may be.

"Rate offered" means the annual interest rate determined from time to time by the Bank, for the term chosen by the Borrower, as being the fixed interest rate applicable to its commercial fixed-rate term loans granted by the Bank in Canada for the same term.

Financial ratios

The financial ratios set out herein are defined as follows.

Working capital ratio:

Current assets – advances to directors, employees, shareholders, members, partners and affiliated companies or corporations and/or investments in affiliated companies or corporations and/or closely held companies (if applicable)

Current liabilities

Working capital:

Current assets – advances to directors, employees, shareholders, members, partners and affiliated companies or corporations or investments in affiliated companies or corporations and/or closely held companies (if applicable) – current liabilities

Fixed charge coverage ratio:

EBITDA (excluding extraordinary items) – dividends, withdrawals or other forms of distributions to members or partners – redemption of shares or units (if applicable) – purchase of non-financed tangible and intangible fixed assets +/- investment contributions or redemptions +/- advances to directors, employees and shareholders, and affiliated companies and corporations (if applicable)

Interest charges + principal payments made during the given fiscal year

Debt service coverage ratio:

EBITDA (excluding extraordinary items)

Interest charges + principal payments made during the given fiscal year

Debt service coverage ratio (Real estate):

Net operating income

Interest charges + principal payments made during the given fiscal year

Ratio of interest-bearing to EBITDA:

Total of interest-bearing debts

EBITDA (excluding extraordinary items)

Debt / Tangible Net Worth ratio (Leverage ratio)

Total liabilities – future long-term income taxes (if applicable) – subordinated debt (if applicable)

Tangible net worth

OR

Net worth (specifically for a sole proprietorship)

“Net worth”: total assets – total liabilities.

“EBITDA”: earnings + interest + amortization +/- current/deferred income taxes.

“Interest-bearing debt”: Sum of bank debt, long-term debt, interest bearing balance of sale, capital lease obligations, guarantees in favour of third parties net of cash held by the Borrower.

“Subordinated debt”: any debt of the Borrower, its subsidiaries or affiliated companies or corporations towards one of their shareholders, partners, members, subsidiaries or towards any affiliated company; and any preferred share issued and paid up by the Borrower redeemable at the holder’s option, the payment of which is entirely subordinated to the sums due or that could become due to the Bank by the Borrower, its subsidiaries and affiliated companies or corporations.

“Net operating income”: Total rental income based on existing leases (for the next 12 months) + other property income (recovery of taxes, parking, laundry) – expense related to the property.

“Tangible net worth”

For corporations:

Shareholders’ equity (the sum of capital stock, retained earnings, contributed surplus) + future long-term income taxes + subordinated debt – [unsubordinated redeemable shares + intangible assets + advances to directors, employees and shareholders + advances to affiliated companies or corporations + investments in affiliated companies or corporations and/or closely held companies].

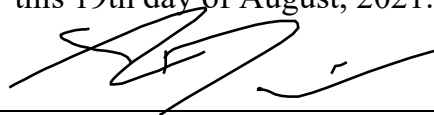
Corporations without share capital:

Partners’ equity (the sum of partners’ contributions, retained earnings, contributed surplus) + future long-term income taxes + subordinated debt – [uninvoiced work in progress, unsubordinated redeemable units + intangible assets + advances to partners, directors and employees + advances to affiliated companies or corporations + loans granted by the Bank to partners for the purpose of financing their capital contribution in the Borrower + investments in affiliated companies or corporations and/or closely held companies].

For cooperatives or not-for-profit corporations:

Members’ equity (capital stock + equity of the Borrower including the general reserve and retained surplus earnings (or accumulated deficits)) + future long-term income taxes + subordinated debt – [unsubordinated redeemable units + intangible assets + advances to directors, employees and members + advances to affiliated companies or corporations and/or closely held companies].

This is Exhibit "E" referred to in the
Affidavit of Sonia De Lorenzi sworn before me
this 19th day of August, 2021.



A Commissioner for taking affidavits

RESOLUTION RE: GUARANTEE

RESOLUTION OF THE BOARD OF DIRECTORS OF
NIMBUS ENVIRONMENTAL SOLUTIONS INC.

(Name of Corporation)

In consideration of the loans and advances of money granted or which may be granted by National Bank of Canada (the "Bank") to its Client, Oakdale Enterprises Inc.

for the purpose of its business, and generally, in consideration of the business relations between the Bank and its Client as well as the business relations between said Client and this Corporation, and whereas the financial assistance provided to said Client in the manner hereinafter referred to is in the best interests of this Corporation,

NOW THEREFORE BE IT RESOLVED:

That this Corporation be and is hereby authorized to guarantee the payment of all sums of money, which Oakdale Enterprises Inc.

the Client owes or in the future may owe to the Bank up to an amount of UNLIMITED

dollars (\$ _____) in principal, interest, costs and incidental charges. Such guarantee shall bind this Corporation jointly and severally with the Client and shall be subject to all the terms and conditions set out on the form used at the Bank, entitled "Guarantee", a copy of which is attached hereto after having been submitted to the Directors

and that

Peter Bozzo _____ and _____, respectively

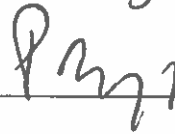
and _____, be authorized and instructed to jointly sign and execute said guarantee for and on behalf of the Corporation and that the financial assistance provided by this Corporation to said Client in said guarantee and any security required from time to time by the Bank in connection with said guarantee is in the best interests of this Corporation.

The foregoing is certified to be a true copy of a Resolution of the Board of Directors of NIMBUS ENVIRONMENTAL SOLUTIONS INC.

duly passed on _____ and which remains in full force and effect.

Dated at Vancouver this 28th day of August, 2019.

Secretary
Peter Bozzo



(Seal)

To: NATIONAL BANK OF CANADA

1. In consideration of National Bank of Canada (hereinafter the "Bank") dealing with

OAKDALE ENTERPRISES INC.

(the "Client"), the undersigned and each of them, if more than one, jointly and severally guarantee(s) payment to the Bank of all present and future debts and liabilities of the Client (direct or indirect, absolute or contingent, matured or otherwise), whether incurred by the Client alone or jointly with any person or persons, or otherwise howsoever, including all costs and disbursements incurred by the Bank in recovering or attempting to recover said debts and liabilities (the "Secured Indebtedness"), provided they are limited to

_____ in Canadian/U.S. dollars
(\$ _____) with interest thereon from the date payment is demanded, at the rate agreed upon between the Bank and the Client.

2. In this guarantee, the term "Guarantor" means the undersigned and, if there is more than one, each of them. This guarantee is a continuing guarantee and will subsist notwithstanding occasional repayment of the Secured Indebtedness in whole or in part.
3. All monies, advances, renewals and credits borrowed or effectively obtained by the Client from the Bank will be deemed to form part of the Secured Indebtedness, notwithstanding any lack of power, incapacity or disability of the Client or of the directors, partners or agents thereof, or that the Client may not be a legal or suable entity, or any irregularity, defect or invalidity in the borrowing or obtaining of such monies, advances, renewals or credits, in each case whether known to the Bank or not.
4. This guarantee will not be affected by any event, condition or circumstance or any act, delay, abstention or omission to act of any kind by the Client, the Bank or any other person, that might constitute a legal or equitable defence to or a discharge, limitation or reduction of the Guarantor's obligations hereunder, including (i) the death or loss or diminution of capacity of the Client or of the Guarantor, (ii) any change in the name of the Client or in the membership of the firm of the Client through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, (iii) the acquisition of the business of the Client by anyone, (iv) any change whatsoever in the objects, capital structure or constitution of the Client, (v) the Client or the business of the Client being amalgamated with a firm or corporation, or (vi) the bankruptcy, insolvency or winding up of the Client or any other person.
5. The Guarantor will be solely responsible for making his independent appraisal and investigation of the financial condition of the Client and for the assessment of the risks arising from this guarantee. The Bank will have no obligation to advise the Guarantor of any change in the financial condition of the Client or in the Bank's dealings with the Client.
6. This guarantee will not be diminished or modified on account of any act on the part of the Bank which would prevent subrogation from operating in favour of the Guarantor. The Bank, without exonerating in whole or in part the Guarantor, may (i) amend the terms and conditions of the debts and liabilities hereby guaranteed, (ii) grant time, renewals, extensions, indulgences, releases and discharges to and take security from the Guarantor, (iii) abstain from taking, perfecting, registering, renewing or realizing on security, (iv) accept compromises and (v) otherwise deal with the Client and with any other person or persons, including any other guarantors, as it may see fit.
7. All monies received by the Bank from the Client or from any other person, capable of being applied by the Bank in reduction of the Secured Indebtedness will be considered payments in gross and the Guarantor will have no right to claim them to reduce its liability under this guarantee. The Bank will have the right to apply these monies as it may see fit, not being bound by the law of imputation. The Guarantor will have no right to be subrogated to the Bank until the Bank will have received payment in full of its claims against the Client with interest and costs.
8. The Bank will not be obliged to exhaust its recourse against the Client or other persons or the security it may hold before being entitled to payment from the Guarantor of the Secured Indebtedness and it will not be obliged to offer or deliver its security before its whole claim has been paid. The Guarantor waives all benefits of discussion and division.
9. The Guarantor will be bound by any account settled between the Bank and the Client and, if no such account has been so settled, any account stated by the Bank will be accepted by the Guarantor as conclusive evidence of the amount which at the date of the account so stated is due by the Client to the Bank.
10. The Guarantor will make payment to the Bank of the amount of his liability forthwith after demand therefor is made in writing. Such demand will be deemed to have been made when a postage-paid envelope containing it addressed to the Guarantor at his last address known to the Bank is mailed. The liability of the Guarantor will bear interest from the date of such demand at the rate or rates then applicable to the Secured Indebtedness of the Client to the Bank.
11. All indebtedness and liability, present and future, of the Client to the Guarantor are hereby postponed to the Secured Indebtedness of the Client to the Bank. All monies received from the Client or on his behalf by the Guarantor will be held in his capacity as agent and trustee for the Bank and will be paid over to the Bank forthwith. Any amount thereby received by the Guarantor will not reduce the Client's obligations to the Bank as long as this amount has not been paid to the Bank.

Any payment to which the Guarantor may be entitled to in the absence of this subordination will have to be made in favour of the Bank by the entity making the payment (i.e., the Client, a trustee in bankruptcy or further to a proposal by the Client, a liquidator, an entity carrying out a forced disposal of the assets of the Client or any other person). The Guarantor undertakes to give instructions to the entity making the payment to make this payment directly to the Bank.

Moreover, all indebtedness and liability, present and future, of the Client to the Guarantor are hereby assigned to the Bank as additional security for payment of the Secured Indebtedness. In the event that the guarantee is terminated pursuant to Section 13, this subordination and assignment will subsist until full payment of the Secured Indebtedness for which the Guarantor is liable on the date of termination.

12. This guarantee will bind the Guarantor together with his heirs, successors, executors, administrators, legal representatives and assigns until termination thereof by notice in writing to the manager of the Bank branch at which the Client's account is held, but such termination by the Guarantor or his heirs, successors, executors, administrators, legal representatives or assigns will not prevent the continuance of the liability hereunder of any other guarantor.
13. The Guarantor will indemnify the Bank for any loss suffered by the Bank if any of the debts and liabilities intended to be guaranteed hereunder is not recoverable from the Guarantor under the other provisions of this guarantee. The amount of the loss will be equal to the amount which the Bank would otherwise have been entitled to recover.
14. 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 without prejudice to any other security, by whomsoever given, held at any time by the Bank and the Bank will be under no obligation to marshal in favour of the Guarantor any such security or any of the funds or assets the Bank may be entitled to receive or have a claim upon. All the provisions of such other guarantee remain in force.
15. This guarantee and agreement will be valid 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 will be conclusive evidence against the Guarantor that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any condition has been

complied with. None of the parties will be bound by any representation or promise made by any person relative thereto which is not embodied herein. The liability of each Guarantor hereunder begins on the date of his signature on this guarantee.

- 16. This guarantee will be binding upon the undersigned and any of them, if more than one, jointly and severally between them and with the Client and also upon their heirs, executors, administrators and successors and will extend to and enure to the benefit of the successors and assigns of the Bank. Each and every provision hereof is severable and should any provision hereof be illegal or not enforceable for any reason whatsoever, such illegality or invalidity will not affect the other provisions hereof.
- 17. This guarantee will be construed and governed in accordance with the laws of the Province of Ontario and the Guarantor agrees that any legal suit, action or proceeding arising out of or relating to this guarantee may be instituted in the courts of such province, and the Guarantor hereby accepts and irrevocably submits to the jurisdiction of the said courts, and acknowledges their competence and agrees to be bound by any judgment thereof, provided that nothing herein will limit the Bank's right to bring proceedings against the Guarantor elsewhere.
- 18. The Guarantor acknowledges having read and taken cognizance of this guarantee before signing it and declares that he understands perfectly the terms, conditions and undertakings contained herein. The Guarantor also acknowledges having received a copy of this guarantee on the date hereof.

IN WITNESS WHEREOF the Guarantor has signed and affixed his seal at the City of Vaughan
this 28th day of AUGUST, 2019

SIGNED, SEALED AND DELIVERED

NIMBUS ENVIRONMENTAL SOLUTIONS INC.

Per: [Signature]
Name: Peter Bozzo
Title: President

I have the authority to bind the corporation.

GRANTED BY: NIMBUS ENVIRONMENTAL SOLUTIONS INC. (hereafter called the "Debtor")

TO NATIONAL BANK OF CANADA (hereafter called the "Bank").

1. GRANT OF SECURITY INTEREST

1.1 Security Interest

As general and continuing security for the payment and performance of all Obligations of the Debtor to the Bank, the Debtor hereby grants to the Bank a security interest in all of the Debtor's present and after-acquired property and undertaking (collectively, the "Collateral") and also mortgages, charges and assigns the Collateral to the Bank. Without limitation, the Collateral includes all right, title and interest that the Debtor now has or may hereafter have or acquire in any manner whatsoever (including by way of an amalgamation) in all property of the following kinds:

- (a) **Receivables:** all debts, accounts, claims and choses in action for monetary amounts (collectively, the "Receivables");
- (b) **Inventory:** all inventory of whatever kind and wherever situated (collectively, the "Inventory");
- (c) **Equipment:** all machinery, equipment, fixtures, furniture, vehicles and other goods which are not Inventory (collectively, the "Equipment");
- (d) **Securities:** all shares, bonds, debentures and other securities (collectively, the "Securities");
- (e) **Instruments and Money:** all bills, notes, cheques and other instruments (collectively, the "Instruments") and all money;
- (f) **Documents of Title and Chattel Paper:** all warehouse receipts, bills of lading and other documents of title, whether negotiable or not, and all chattel paper;
- (g) **Intangibles:** all intangibles not otherwise described in this Section 1.1 including, without limitation, all goodwill and all patents, trademarks, copyrights and other intellectual property;
- (h) **Real Property:** all real and immovable property, both freehold and leasehold, together with all buildings and fixtures (collectively, the "Real Property"), and all rights under any lease or agreement relating to Real Property;
- (i) **Books and Records:** all books, invoices, documents and other records in any form evidencing or relating to the Collateral; and
- (j) **Proceeds:** all proceeds of any Collateral in any form derived directly or indirectly from any dealing with the Collateral or that indemnifies or compensates for the loss of or damage to the Collateral.

1.2 Obligations Secured

The obligations secured by this Agreement include all debts and liabilities of the Debtor to the Bank, present and future, direct and indirect, absolute and contingent, matured and unmatured, wherever and however incurred, and whether arising from dealings between the Bank and the Debtor or from other dealings by which the Bank may be or become a creditor of the Debtor and whether incurred by the Debtor alone or with another and whether as principal or guarantor or otherwise (collectively, the "Obligations").

1.3 Certain definitions

- (a) The terms "accessions", "accounts", "chattel paper", "documents of title", "equipment", "goods", "instruments", "intangibles", "inventory", "money", "proceeds" and "securities" whenever used herein have the meanings given to those terms in the Personal Property Security Act currently in effect in the province referred to in Section 6.12 below;
- (b) Any reference in this Agreement to the security granted hereby refers collectively to the security interest, mortgage, charge and assignment hereby granted in favour of the Bank.
- (c) Any reference to "Debtor" refers to the undersigned, if one, or to each undersigned, if more than one. When the term

"Debtor" designates more than one person or entity, each one shall be jointly and severally liable for the obligations stipulated herein.

1.4 Attachment of Security

The Debtor acknowledges that value has been given and agrees that the security granted hereby attaches upon the execution of this Agreement (or, in the case of any after-acquired property, at the time of acquisition by the Debtor of any rights therein).

1.5 Real Property

- (a) With respect to (and only to) Real Property, the security granted hereby is constituted by way of floating charge, but will become a fixed charge upon the earlier of (i) the Obligations becoming immediately payable, and (ii) the occurrence of any other event which by operation of law would result in such floating charge becoming a fixed charge;
- (b) The security granted hereby will not extend to the last day of the term of any lease or agreement relating to Real Property, but the Debtor will hold such last day in trust for the Bank and, upon the enforcement by the Bank of its security, will assign such last day as directed by the Bank.

2. REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 Representations and Warranties

- The Debtor hereby represents and warrants to the Bank that:
- (a) the principal residence, chief executive office and registered office of the Debtor (as applicable) are located at the addresses specified in Schedule A; for the purposes of the Ontario *Personal Property Security Act*, the Debtor is governed by the law of the jurisdiction specified in Schedule A, if applicable;
 - (b) the Inventory and Equipment of the Debtor are located at the addresses specified in Schedule A, except for goods in transit or on lease or consignment; and
 - (c) all motor vehicles, trailers, mobile or manufactured homes, aircraft, boats and outboard motors ("Serial Numbered Goods") in which the Debtor has rights and used as equipment are fully and accurately described in Schedule "A"; the Debtor will advise the Bank promptly, in writing, of any other Serial Numbered Goods that are held as Equipment and will provide the Bank with full and complete descriptions of such Serial Numbered Goods.

2.2 Covenants

- The Debtor covenants with the Bank that the Debtor will:
- (a) not change the location of its principal residence, chief executive office, registered office or its governing law, or move any of the Inventory or Equipment from the locations specified in Schedule A hereto, without the written consent of the Bank;
 - (b) not change its name without first giving written notice to the Bank of its proposed new name and, if the Debtor is a corporation, not amalgamate with any other corporation without the prior written consent of the Bank;
 - (c) preserve the value of the Collateral, and carry on its business in compliance with all applicable laws and regulations;
 - (d) not permit any Collateral consisting of personal property to be affixed to real property or to other personal property so as to become a fixture or accession without the written consent of the Bank;
 - (e) keep the Collateral free and clear of all liens, security interests, mortgages, charges, assignments and other encumbrances or interests except as permitted in writing by the Bank;

- (f) pay all taxes, levies, assessments and government fees or dues payable in respect of the Collateral as and when the same become due, and furnish to the Bank, when requested, evidence of such payment;
- (g) whenever requested by the Bank, furnish to the Bank in writing all information requested relating to the Collateral, and the Bank will be entitled from time to time to inspect the Collateral and make copies of all information relating to the Collateral and for such purposes the Bank will have access to all premises occupied by the Debtor or where the Collateral may be found;
- (h) ensure that the security granted hereby is at all times fully enforceable and perfected in respect of any Collateral; and
- (i) pay to the Bank forthwith upon demand all costs, fees and expenses (including, without limitation, all legal, receiver, consulting and accounting fees and expenses) incurred or charged by the Bank in connection with the preparation, perfection, administration and discharge of this Agreement and the preservation and exercise of the rights, powers and remedies of the Bank; and all such costs, fees and expenses will bear interest at the highest rate borne by any of the Obligations and will form part of the Obligations.

2.3 Schedule A

Each schedule referred to in this Agreement and attached hereto shall form part of this Agreement. Any subsequent modifications to a schedule will be deemed to replace and supersede the earlier version and form part of this Agreement.

3. INSURANCE

3.1 Insurance Covenant

The Debtor must obtain and maintain, at its own expense, insurance against loss or damage to the Collateral including, without limitation, loss by fire, theft, collision and such other risks as are customarily insured against for each type of Collateral, in an amount not less than the full insurable value thereof, with such insurers as are reasonably satisfactory to the Bank.

3.2 Bank loss payee

All insurance policies must name the Bank as an additional insured and loss payee and must provide that the insurer will give the Bank at least 15 days written notice of intended cancellation or non-renewal. At the Bank's request, the Debtor must furnish the Bank with evidence satisfactory to the Bank that the required insurance coverage is in effect. The Debtor must forthwith give the Bank notice of any loss or damage to the Collateral.

4. DEALING WITH COLLATERAL

4.1 Disposition of Collateral by the Debtor

The Debtor must not sell, lease or otherwise dispose of any of the Collateral without the prior written consent of the Bank, except that the Debtor may, until an Event of Default occurs hereunder, dispose of inventory in the ordinary course of its business, but all proceeds of any such disposition will continue to be subject to the security granted hereby and Section 4.4 below will apply to all such proceeds received by the Debtor.

4.2 Notification of Account Debtors

The Bank may at any time (i) give notice of this Agreement and the security granted hereby to any account debtor of the Debtor or to any other person liable to the Debtor and (ii) give notice to any such account debtor or other person to make all further payments to the Bank. Any payment or other proceeds of Collateral received by the Debtor from account debtors or from any other person liable to the Debtor, whether before or after any notice is given by the Bank will continue to be subject to the security granted hereby and Section 4.4 below will apply to all such proceeds.

4.3 Securities

The Bank may have any Securities registered in its name or in the name of its nominee and will be entitled, but not required, to exercise any of the rights that any holder of such Securities may at any time have. However, until an Event of Default occurs, the Debtor will be entitled to exercise, in a manner not prejudicial to the interests of the Bank or which would not violate this Agreement, all voting power from time to time exercisable in respect of the Securities. The Bank will not be responsible for any loss occasioned by its exercise of any of such rights. Before or after an Event of Default occurs

hereunder, the Debtor must deliver forthwith to the Bank those Securities requested by the Bank duly endorsed for transfer.

4.4 Proceeds held in Trust for the Bank

All proceeds received by the Debtor from the collection or disposition of Collateral or otherwise will be received by the Debtor as trustee for the Bank, must be held separate and apart from other property and must be paid over to the Bank upon request.

4.5 Application of Funds

All sums collected or received by the Bank in respect of the Collateral may be applied to such parts of the Obligations as the Bank in its sole discretion determines, or may be held unappropriated in a collateral account, or in the discretion of the Bank may be released to the Debtor, all without prejudice to the Bank's rights against the Debtor.

4.6 Collateral held by the Bank

In the holding of any Collateral, the Bank and any agent on its behalf is only bound to exercise the same degree of care as it would exercise with respect to similar property of its own of similar value held in the same place. The Bank and any agent on its behalf will be deemed to have exercised reasonable care with respect to the custody and preservation of the Collateral if it takes such action for that purpose as the Debtor reasonably requests in writing, but failure of the Bank or its agent to comply with any such request will not of itself be deemed a failure to exercise reasonable care.

5. DEFAULT AND REMEDIES

5.1 Events of Default

The Debtor will be in default under this Agreement upon the occurrence of any of the following events (herein referred to as an "Event of Default"):

- (a) the Debtor does not pay to the Bank when payable any sum owing under the Obligations;
- (b) the Debtor does not perform any of its covenants or obligations under this Agreement;
- (c) any representation or warranty made by the Debtor herein or in any document provided at any time to the Bank in connection with this Agreement is incorrect or misleading in any material respect;
- (d) the Debtor is in default under any other agreement with the Bank;
- (e) the Debtor ceases or threatens to cease to carry on the business currently being carried on by it or a substantial portion thereof;
- (f) the Debtor is insolvent;
- (g) the commencement of any proceeding or the taking of any step by or against the Debtor (i) for the bankruptcy, reorganization, liquidation, dissolution or winding-up of the Debtor, (ii) for an arrangement or compromise with its creditors, or (iii) for the appointment of a trustee, receiver, custodian, liquidator or any other person with similar powers with respect to the Debtor or any part of the Collateral;
- (h) the Collateral or any part thereof is seized or otherwise attached or is subject to a taking of possession by anyone and the same is not released or discharged within the shorter of a period of (i) 30 days and (ii) 10 days less than such period as would permit such property to be sold pursuant thereto; or
- (i) the Bank believes in good faith that the prospect of payment or performance of any of the Obligations is impaired or that the Collateral is in danger of being lost, damaged or confiscated, or of being encumbered by the Debtor or seized or otherwise attached.

5.2 Consequences of a Default

On or after the occurrence of any Event of Default, at the option of the Bank, (i) any or all of the Obligations not yet payable will become immediately payable, without notice; (ii) the obligation, if any, of the Bank to extend further credit to the Debtor will cease; and (iii) the security granted hereby will become immediately enforceable.

5.3 Remedies

In addition to any right or remedy otherwise provided herein or by law, on or after the occurrence of any Event of Default, the Bank will have the rights and remedies set out below, all of which may be enforced successively or concurrently:

- (a) the Bank may take possession of the Collateral and require the Debtor to assemble the Collateral and deliver or make the Collateral available to the Bank at such places as may be specified by the Bank;
- (b) the Bank may take such steps as it considers desirable to maintain, preserve or protect the Collateral;
- (c) the Bank may carry on all or any part of the business of the Debtor;
- (d) the Bank may enforce any rights of the Debtor in respect of the Collateral;
- (e) the Bank may sell, lease or otherwise dispose of the Collateral at public auction, by private tender, by private sale or otherwise either for cash or upon credit, upon such terms and conditions as the Bank may determine and without notice to the Debtor unless required by law;
- (f) the Bank may accept the Collateral in total or partial satisfaction of the Obligations in the manner provided by law;
- (g) the Bank may, for any purpose specified herein, borrow money on the security of the Collateral, which security will rank in priority to the security granted hereby;
- (h) the Bank may occupy and use all or any of the premises, buildings and plants occupied by the Debtor and use all or any of the Equipment and other property of the Debtor for such time as the Bank requires to facilitate the realization of the Collateral, free of charge; the Bank will not be liable for any rent, charges, depreciation or damages in connection with such actions; or
- (i) the Bank may appoint a receiver or receiver and manager (each herein referred to as the "Receiver") of the whole or any part of the Collateral and may remove or replace such Receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of a Receiver of the Collateral.

5.4 Powers of the Receiver

Any Receiver will have all of the rights and powers that the Bank is entitled to exercise pursuant to Section 5.3, but the Bank will not be in any way responsible for any misconduct or negligence of any such Receiver.

5.5 Liability of Bank

The Bank will not be liable or responsible for any failure to seize, collect, realize, or obtain payment with respect to the Collateral and is not bound to institute proceedings or to take other steps for the purpose of seizing, collecting, realizing or obtaining possession or payment with respect to the Collateral or for the purpose of preserving any rights of the Bank, the Debtor or any other person in respect of the Collateral. This Agreement and the security granted hereby will not render the Bank liable to observe or perform any covenant or obligation of the Debtor in any agreement or document to which the Debtor is a party or by which it is bound. In the exercise of its rights and the performance of its obligations, the Bank will only be liable for gross negligence or wilful misconduct.

5.6 Proceeds of Realization

The Bank may apply any proceeds of realization of the Collateral to payment of costs, fees and expenses mentioned in Section 2.2(i), including those related to the realization of the Collateral, and the Bank may apply any balance to payment of all other Obligations in such order as the Bank sees fit. If there is any surplus remaining, the Bank may pay it to any person entitled thereto by law of whom the Bank has knowledge and any balance remaining may be paid to the Debtor. If the realization of the Collateral fails to satisfy the Obligations, the Debtor will be liable to pay any deficiency to the Bank.

6. GENERAL

6.1 Failure of Debtor to Perform

If the Debtor fails to perform any of its covenants or obligations under this Agreement, the Bank may, in its absolute discretion, but without being required to do so, perform any such covenant or obligation. If any such covenant or obligation requires the payment of monies, the Bank may make such payment. All sums so paid by the Bank will be payable by the Debtor to the Bank and, for greater certainty, Section 2.2(i) will apply to such sums. No such performance or payment will relieve the Debtor from any default under this Agreement or any consequences of such default.

6.2 Power of Attorney

The Debtor hereby irrevocably appoints the Bank to be the attorney of the Debtor for and in the name of the Debtor to do all things and execute and deliver, documents, financing statements, demands and assignments which the Debtor is obliged to do or execute or deliver hereunder and generally to act in the name of the Debtor in the exercise of any of the powers hereby conferred on the Bank.

6.3 Appointment of Consultant

The Bank will be entitled to appoint a consultant to provide such services and advice as the Bank may determine in its sole discretion, with power to enter the Debtor's premises, to inspect and evaluate the Collateral, to make copies of the Debtor's records, to review the Debtor's business plans and projections, to assess the conduct and viability of the Debtor's business, to prepare reports on the Debtor's affairs and to distribute such reports to the Bank or to other such persons as the Bank may direct. Such consultant will act as an agent for the Bank and will owe no duty to the Debtor. The consultant is to have no managerial or advisory capacity and will have no decision making responsibility. The Debtor authorizes the Bank to provide confidential information to the consultant. All fees and expenses in connection with the engagement of a consultant are payable by the Debtor to the Bank and, for greater certainty, Section 2.2(i) will apply to such fees and expenses.

6.4 Waivers by Debtor

The Bank may (i) grant extensions of time, (ii) take and perfect or abstain from taking and perfecting security, (iii) give up any security, (iv) accept compositions or compromises, (v) grant releases and discharges, and (vi) otherwise waive rights against the Debtor, debtors of the Debtor, guarantors and others and with respect to the Collateral and other security as the Bank sees fit. No such action or omission will reduce the Obligations or affect the Bank's rights hereunder.

6.5 Waivers of Legal Limitations

To the fullest extent permitted by law, the Debtor waives all of the rights, benefits and protections given by the provisions of any law which imposes limitations upon the powers, rights or remedies of a secured party, including any law which limits the rights of a secured party to both seize collateral and sue for any deficiency following realization of collateral. Without limitation, the Debtor (if a corporation) agrees that the *Limitation of Civil Rights Act* and Part IV of the *Saskatchewan Farm Securities Act* of the Province of Saskatchewan will not apply to this Agreement or any of the rights, remedies or powers of the Bank or any Receiver hereunder.

6.6 Copy of Documents and Consent to Filings

The Debtor acknowledges having received a copy of this Agreement and waives all rights to receive from the Bank a copy of any financing statement, financing change statement, or verification statement, filed or issued at any time in respect of this Agreement. The Debtor confirms its consent to the filing by the Bank or on its behalf of any such financing statement or financing change statement.

6.7 Notices

Any notice to be given to a party in connection with this Agreement will be given in writing and will be given by personal delivery, by registered mail or by electronic means, addressed to the recipient at its address specified at the end of this Agreement or such other address as may be notified by any party to the other.

6.8 Additional Security and Other Remedies

This Agreement and the security granted hereby are in addition to and not in substitution for any other security or right now or hereafter held by the Bank. This Agreement is a continuing agreement and security that will remain in full force and effect until discharged by the Bank. The Bank may sue the Debtor and enforce all of its other rights and remedies in respect of the Obligations without being required to exercise or exhaust any of its rights and remedies hereunder.

6.9 Further Assurances

The Debtor must at its expense do all things and execute and deliver all such financing statements, further assignments and documents as may be reasonably requested by the Bank for the purpose of giving effect to this Agreement and establishing compliance with the obligations of the Debtor hereunder.

6.10 Discharge

The Debtor will be entitled to a discharge of this Agreement upon written request by the Debtor and full payment, performance and satisfaction of the Obligations. No discharge will be effective unless in writing and executed by the Bank.

6.11 Severability

If any provision of this Agreement were to be found invalid or unenforceable, the remaining terms and provisions of this Agreement will remain in full force and effect.

6.12 Governing Law

This Agreement will be governed by and construed in accordance with the laws of the province in which the office of the Bank specified below is located, except that if such office is located in the province of Quebec, then this Agreement will be governed by and construed in accordance with the laws of the province of Ontario.

IN WITNESS WHEREOF the parties have executed this Agreement.

DEBTOR:

2019/08/28

Date of Execution (YYYY MM DD)

NIMBUS ENVIRONMENTAL SOLUTIONS INC.

By: 

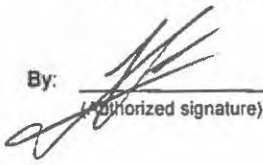
Panagioti (Peter) Bozzo, President

NATIONAL BANK OF CANADA

2019 08 28

Date of Execution (YYYY MM DD)

By:



(Authorized signature)

ADDRESS OF DEBTOR FOR NOTICE PURPOSES:

112 OAKDALE ROAD, TORONTO, ON M3N 1V9

ADDRESS OF BANK FOR NOTICE PURPOSES:

500 Highway 7 East, Richmond Hill, Ontario L4B 1J1

SCHEDULE A

[The information required on this Schedule must be repeated for each additional Debtor if applicable]

To a General Security Agreement made as of _____ between _____, as Debtor and National Bank of Canada, as Bank.

1. ADDRESS(ES) OF PLACE(S) OF BUSINESS (Section 2.1(a))

Principal residence (for individuals only): _____

Chief executive office (for businesses only)¹: _____

Registered office (for businesses only)²: 500 Highway 7 East, Richmond Hill, Ontario L4B 1J1

Other place(s) of business³: _____

Governing law⁴: _____

[indicate governing law for a trust or partnership (other than a limited partnership), otherwise indicate N/A]:

2. LOCATION OF INVENTORY AND EQUIPMENT (Section 2.1(b))

Address(es)⁵: 500 Highway 7 East, Richmond Hill, Ontario L4B 1J1

3. EQUIPMENT CONSISTING OF SERIAL NUMBER GOODS (Section 2.1(c))⁶

¹ If the Debtor has only one place of business, indicate the address of that place of business. If the Debtor has more than one place of business, indicate the address of its place of business which is its principal decision-making centre.

² Indicate "same as above" if the registered office (legal head office) is at the same address as the chief executive office.

³ Indicate "none" if the Debtor has no other place of business.

⁴ If the Debtor is a partnership (other than a limited partnership) or a trust, indicate the stated governing law in the partnership agreement or deed of trust.

⁵ Indicate "same as above" if the inventory and equipment of the Debtor are all located at the address(es) specified in 1.

⁶ Indicate make, model, year of manufacture, serial number and any registration or governmental mark or number.

This is Exhibit "F" referred to in the
Affidavit of Sonia De Lorenzi sworn before me
this 19th day of August, 2021.



A Commissioner for taking affidavits

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 1 of 2

Properties

PIN 10293 - 0072 LT *Interest/Estate* Fee Simple
Description PCLS 123-1 & 124-1 SECT. M770 LOTS 123 & 124 PL 66M770 TWP OF YORK/NORTH
 YORK , CITY OF TORONTO
Address 112 OAKDALE ROAD
 TORONTO

Chargor(s)

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

Name OAKDALE ENTERPRISES INC.
Address for Service 112 Oakdale Road
 Toronto, ON M3N 1V9

I, PETER BOZZO, President, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Chargee(s)*Capacity**Share*

Name NATIONAL BANK OF CANADA
Address for Service 500 Highway 7 East
 Richmond Hill, ON L4B 1J1

Provisions

Principal \$12,600,000.00 *Currency* CDN
Calculation Period
Balance Due Date ON DEMAND
Interest Rate 25% per annum
Payments
Interest Adjustment Date
Payment Date
First Payment Date
Last Payment Date
Standard Charge Terms 201314
Insurance Amount Full insurable value
Guarantor

Additional Provisions

The Chargor has given this Charge (pursuant to the Commitment Letter) as a continuing collateral security for the payment and satisfaction to the Chargee of all indebtedness, obligations and liabilities or any kind, present or future, direct or indirect, absolute or contingent of the Chargor to the Chargee.

The Chargor has further given this Charge as a continuing collateral security for the payment and satisfaction to the Chargee of all indebtedness, obligations and liabilities or any kind, present or future, direct or indirect, absolute or contingent of Nimbus Environment Solutions Inc. to the Chargee pursuant to a letter of agreement dated August 1, 2019 between Nimbus Environment Solutions Inc. and the Chargee.

Signed By

Kimberly Lexovsky 2600-120 Adelaide St. West acting for Signed 2019 09 13
 Toronto
 M5H 1T1 Chargor(s)

Tel 416-868-1080

Fax 416-868-0306

I have the authority to sign and register the document on behalf of the Chargor(s).

Submitted By

ROBINS APPLEBY LLP 2600-120 Adelaide St. West 2019 09 16
 Toronto
 M5H 1T1

Tel 416-868-1080

The applicant(s) hereby applies to the Land Registrar.

Submitted By

Fax 416-868-0306

Fees/Taxes/Payment

Statutory Registration Fee	\$64.40
Total Paid	\$64.40

File Number

Chargee Client File Number : 1900405

ACKNOWLEDGMENT AND DIRECTION

TO: NATIONAL BANK OF CANADA

AND TO: ROBINS APPLEBY LLP

RE: National Bank of Canada (the "**Lender**") credit facilities to Oakdale Enterprises Inc. (the "**Borrower**") on the security of 112 Oakdale Road, Toronto, ON (the "**Property**"), guaranteed by Nimbus Water Systems Inc., Nimbus Environmental Solutions Inc., 365 Pro Installations Inc., Water Filter Cart Inc., 2242462 Ontario Limited (collectively, the "**Corporate Guarantors**") and Panagioti (Peter) Bozzo (the "**Individual Guarantor**") pursuant to an Offer of Financing dated August 1, 2019 (the "**Commitment Letter**")

This will confirm that:

1. I/We have reviewed the information set out below, and that this information is accurate.
2. You are authorized and directed to sign and register electronically on my/our behalf, the electronic documents described in this Acknowledgment and Direction, and any other document(s) required to complete the transaction described above.
3. You are authorized to insert any information that may be required in the electronic documents described in this Acknowledgement and Direction that may not be available to you at the time of execution of this Acknowledgement and Direction.
4. The effect of the electronic documents described in this Acknowledgment and Direction has been fully explained to me/us and I/we understand that I am a party/we are parties to and bound by the terms and provisions of these electronic documents to the same extent as if I/we had signed these documents.
5. I am/We are in fact the party/parties named in the electronic documents described in this Acknowledgment and Direction and I/we have not misrepresented my/our identity to you.
6. I/We hereby authorize you to make any minor, non-material alterations that may be required by the Land Registry Office to effect certification of the electronic documents described in this Authorization and Direction by the Land Registry Office.
7. This Acknowledgement and Direction may be executed in counterpart and each such counterpart shall for all purposes constitute one document binding on all parties hereto, notwithstanding that all parties are not signatories to the same counterpart, provided that each party has signed at least one counterpart.
8. Execution of this Acknowledgement and Direction by e-mail or facsimile transmission shall be binding upon each party hereto and upon the party so signing.
9. In the event of any investigation by the Director of Land Registration appointed under subsection 6(1) of the Registry Act (the "**Director**") regarding suspected fraudulent or unlawful activity or registration in connection with the document attached to this Acknowledgment and Direction, we hereby irrevocably consent to your releasing to the Director a true copy of this Acknowledgment and Direction upon request by the Director.

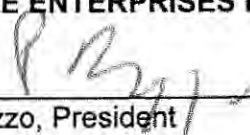
DESCRIPTION OF ELECTRONIC DOCUMENTS

The Document(s) described in the Acknowledgment and Direction are the document(s) selected below which are attached hereto as "Document in Preparation" and are:

- a Charge of the land described above
- a Notice of Assignment of Rents-General of the land described above

Dated this 28 day of August, 2019.

OAKDALE ENTERPRISES INC.

Per: 
Peter Bozzo, President

This document has not been submitted and may be incomplete.

Properties

PIN 10293 - 0072 LT Interest/Estate Fee Simple
 Description PCLS 123-1 & 124-1 SECT. M770 LOTS 123 & 124 PL 66M770 TWP OF YORK/NORTH
 YORK , CITY OF TORONTO
 Address 112 OAKDALE ROAD
 TORONTO

Chargor(s)

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

Name OAKDALE ENTERPRISES INC.
 Acting as a company
 Address for Service 112 Oakdale Road
 Toronto, ON M3N 1V9

I, PETER BOZZO, President, have the authority to bind the corporation.
 This document is not authorized under Power of Attorney by this party.

Chargee(s)

Capacity

Share

Name NATIONAL BANK OF CANADA
 Acting as a company
 Address for Service 500 Highway 7 East
 Richmond Hill, ON L4B 1J1

Provisions

Principal \$12,600,000.00 Currency CDN
 Calculation Period
 Balance Due Date ON DEMAND
 Interest Rate 25% per annum
 Payments
 Interest Adjustment Date
 Payment Date
 First Payment Date
 Last Payment Date
 Standard Charge Terms 201314
 Insurance Amount Full insurable value
 Guarantor

Additional Provisions

The Chargor has given this Charge (pursuant to the Commitment Letter) as a continuing collateral security for the payment and satisfaction to the Chargee of all indebtedness, obligations and liabilities or any kind, present or future, direct or indirect, absolute or contingent of the Chargor to the Chargee.

The Chargor has further given this Charge as a continuing collateral security for the payment and satisfaction to the Chargee of all indebtedness, obligations and liabilities or any kind, present or future, direct or indirect, absolute or contingent of Nimbus Environment Solutions Inc. to the Chargee pursuant to a letter of agreement dated August 1, 2019 between Nimbus Environment Solutions Inc. and the Chargee.

File Number

Chargee Client File Number : 1900405

This document has not been submitted and may be incomplete.

Properties

PIN 10293 - 0072 LT
Description PCLS 123-1 & 124-1 SECT. M770 LOTS 123 & 124 PL 66M770 TWP OF YORK/NORTH YORK , CITY OF TORONTO
Address 112 OAKDALE ROAD
TORONTO

Applicant(s)

The assignor(s) hereby assigns their interest in the rents of the above described land. The notice is based on or affects a valid and existing estate, right, interest or equity in land.

Name OAKDALE ENTERPRISES INC.
Acting as a company
Address for Service 112 Oakdale Road
Toronto, ON M3N 1V9

I, Peter Bozzo, President, have the authority to bind the corporation.
This document is not authorized under Power of Attorney by this party.

Party To(s) *Capacity* *Share*

Name NATIONAL BANK OF CANADA
Acting as a company
Address for Service 500 Highway 7 East
Richmond Hill, ON L4B 1J1

Statements

The applicant applies for the entry of a notice of general assignment of rents.
This notice may be deleted by the Land Registrar when the registered instrument, CHARGE 1 to which this notice relates is deleted
Schedule:

File Number

Party To Client File Number : 900405

This agreement and assignment made as of the 28 day of AUGUST, 2019.

BETWEEN:

OAKDALE ENTERPRISES INC.

(hereinafter called the "Assignor")

of the first part,

and

NATIONAL BANK OF CANADA,

a bank governed by the Bank Act (Canada)

(hereinafter called the "Assignee")

of the second part,

witnesses that the Assignor is the owner of the Lands subject to the Mortgage and has agreed to enter into this agreement and assignment with the Assignee as collateral security for the due payment and performance of the Obligations secured under the Mortgage.

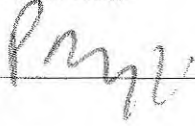
Now, therefore, for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each of the parties), it is hereby covenanted, agreed and declared as follows:

1. In this agreement and assignment, unless there is something in the subject matter or context inconsistent therewith,
 - (a) "**Lands**" means the lands and premises described in Schedule A attached to this agreement and assignment;
 - (b) "**Leases**" includes without limitation:
 - (i) every existing and future lease of and agreement to lease or offer to lease of the whole or any portion of the Lands and any and all extensions and renewals thereof;
 - (ii) every existing and future tenancy, agreement as to use or occupation and licence in respect of the whole or any portion of the Lands, whether or not pursuant to any written lease, agreement or licence and any and all extensions and renewals thereof;
 - (iii) every existing and future indemnity or guarantee of all or any of the obligations of any existing or future tenant, user, occupier or licensee of the whole or any portion of the Lands; and
 - (iv) every existing and future assignment and agreement to assume the obligations of tenants of the whole or any portion of the Lands;
 - (c) "**Mortgage**" means the charge or mortgage of land from the Assignor to the Assignee, dated AUGUST 28, 2019, and registered in the appropriate Land Titles Office/Registry concurrently with this agreement and assignment, securing the principal sum of \$12,600,000.00 and interest thereon, and including, but not limited to, any schedules and any standard charge/mortgage terms referred to therein or attached thereto, forming a part thereof, as same may be amended, restated, and/or supplemented from time to time;
 - (d) "**Obligations**" shall have the meaning set forth in the Mortgage; and
 - (e) "**Rents**" means all rents and other monies now due and payable or hereafter to become due and payable and the benefit of all covenants of tenants, users, occupiers, licensees, indemnitors and guarantors, under or in respect of the Leases.
2. The Assignor hereby assigns to the Assignee, its successors and assigns (as security for the Obligations (in principal, interest, costs and otherwise) secured by the Mortgage and until such Obligations have been fully paid and satisfied) the interest of the Assignor in and to the Leases and Rents, with full power and authority to demand, collect, sue for, recover, receive and give receipts for the Rents and to enforce payment of the Rents and performance of the obligations of the tenants, users, occupiers, licensees, indemnitors and guarantors under the Leases in the name of the Assignor or the owner from time to time of the Lands.
3. The Assignor hereby covenants and agrees that:
 - (a) none of the Rents has been or will be paid more than one month in advance (except, if so provided in the lease or agreement, for payment of rent for the last month of the term);
 - (b) there has been no default of a material nature which has not been remedied under any of the existing Leases by any of the parties thereto;

- (c) the Assignor will observe and perform all of the Assignor's obligations under each of the Leases; and
- (d) the Assignor shall not surrender or materially modify, alter or amend the Leases or any of the benefit or advantage to be derived therefrom, without first obtaining the consent in writing of the Assignee.
4. Subject to the provisions of paragraph 3 (a) above, the Assignor shall be permitted to collect and receive the Rents as and when they shall become due and payable according to the terms of each of the Leases unless and until, the Mortgage being in default, the Assignee shall give notice to the tenant, user, occupier, licensee, indemnitor or guarantor thereunder requiring payment to the Assignee.
5. Nothing contained herein or in any statute shall have the effect of making the Assignee, its successors or assigns, responsible for the collection of Rents or any of them or for the performance of the covenants, obligations or conditions under or in respect of the Leases or any of them to be observed or performed by the Assignor, and the Assignee shall not, by virtue of this agreement and assignment or its receipt of the Rents or any of them, become or be deemed a mortgagee in possession of the Lands or the charged premises and the Assignee shall not be under any obligation to take any action or exercise any remedy in the collection or recovery of the Rents or any of them or to see to or enforce the performance of the obligations and liabilities of any person under or in respect of the Leases or any of them; and the Assignee shall be liable to account only for such monies as shall actually come into its hands, less all costs and expenses and other proper deductions. Any monies received by the Assignee may be applied and reapplied notwithstanding any previous application on such part or parts of the Obligations as the Assignee decides in its sole discretion.
6. The Assignor hereby agrees to execute such further assurances as may be reasonably required by the Assignee from time to time to perfect this agreement and assignment and whenever in the future any lease, agreement, licence, indemnity or guarantee with respect to the Lands is made, the Assignor will forthwith advise the Assignee of the terms thereof and, if requested by the Assignee, give the Assignee a specific assignment of the Rents thereunder in form satisfactory to the Assignee.
7. The Assignor further agrees that the Assignor will not lease or agree to lease any part of the Lands except at a rent, on terms and conditions, and to tenants which are not less favourable or desirable than those which a prudent landlord would expect to receive for the premises to be leased.
8. It is understood and agreed that this agreement and assignment is being taken as collateral security only for the due payment and performance of the Obligations secured under the Mortgage; and that none of the rights or remedies of the Assignee under the Mortgage shall be delayed or in any way prejudiced by these presents; and that following registration of a discharge of the Mortgage this agreement and assignment shall be of no further force or effect.
9. Any demand, notice or other communication to be given in connection with this agreement and assignment must be given in writing and may be given by delivery or by facsimile, addressed to the recipient as follows:
- To the Assignor:**
OAKDALE ENTERPRISES INC.
112 Oakdale Road
Toronto, ON M3N 1V9
Attention: Peter Bozzo
Facsimile No.:
- To the Assignee:**
National Bank of Canada
500 Highway 7 East
Richmond Hill, ON L4B 1J1
Attention: Ken Kaufman, Manager
Fax: 905-731-7491
10. This agreement and assignment and everything herein contained shall extend to, bind and enure to the benefit of the respective successors and assigns of each of the parties hereto.
11. This agreement and assignment shall be governed in all respects by the laws of the Province where the Lands are situated and the laws of Canada applicable therein.

The Assignor has executed this agreement and assignment as of the date first above written

ASSIGNOR: OAKDALE ENTERPRISES INC.
Name of Assignor (Legal Entity)

Per: 
Signature

Peter Bozzo
Name

President
Title c/s

I/We have authority to bind the Legal Entity.

SCHEDULE A
LEGAL DESCRIPTION OF LANDS

PIN 10293-0072 (LT)

PCLS 123-1 & 124-1 SECT. M770 LOTS 123 & 124 PL 66M770 TWP OF YORK/NORTH YORK , CITY OF TORONTO

GRANTED BY: OAKDALE ENTERPRISES INC. (hereafter called the "Debtor")

TO NATIONAL BANK OF CANADA (hereafter called the "Bank")

1. GRANT OF SECURITY INTEREST

1.1 Security Interest

As general and continuing security for the payment and performance of all Obligations of the Debtor to the Bank, the Debtor hereby grants to the Bank a security interest in all of the Debtor's present and after-acquired property and undertaking (collectively, the "Collateral") and also mortgages, charges and assigns the Collateral to the Bank. Without limitation, the Collateral includes all right, title and interest that the Debtor now has or may hereafter have or acquire in any manner whatsoever (including by way of an amalgamation) in all property of the following kinds:

- (a) Receivables: all debts, accounts, claims and choses in action for monetary amounts (collectively, the "Receivables");
- (b) Inventory: all inventory of whatever kind and wherever situated (collectively, the "Inventory");
- (c) Equipment: all machinery, equipment, fixtures, furniture, vehicles and other goods which are not inventory (collectively, the "Equipment");
- (d) Securities: all shares, bonds, debentures and other securities (collectively, the "Securities");
- (e) Instruments and Money: all bills, notes, cheques and other instruments (collectively, the "Instruments") and all money;
- (f) Documents of Title and Chattel Paper: all warehouse receipts, bills of lading and other documents of title, whether negotiable or not, and all chattel paper;
- (g) Intangibles: all intangibles not otherwise described in this Section 1.1 including, without limitation, all goodwill and all patents, trademarks, copyrights and other intellectual property;
- (h) Real Property: all real and immovable property, both freehold and leasehold, together with all buildings and fixtures (collectively, the "Real Property"), and all rights under any lease or agreement relating to Real Property;
- (i) Books and Records: all books, invoices, documents and other records in any form evidencing or relating to the Collateral; and
- (j) Proceeds: all proceeds of any Collateral in any form derived directly or indirectly from any dealing with the Collateral or that indemnifies or compensates for the loss of or damage to the Collateral.

1.2 Obligations Secured

The obligations secured by this Agreement include all debts and liabilities of the Debtor to the Bank, present and future, direct and indirect, absolute and contingent, matured and unmatured, wherever and however incurred, and whether arising from dealings between the Bank and the Debtor or from other dealings by which the Bank may be or become a creditor of the Debtor and whether incurred by the Debtor alone or with another and whether as principal or guarantor or otherwise (collectively, the "Obligations").

1.3 Certain definitions

- (a) The terms "accessions", "accounts", "chattel paper", "documents of title", "equipment", "goods", "instruments", "intangibles", "inventory", "money", "proceeds" and "securities" whenever used herein have the meanings given to those terms in the Personal Property Security Act currently in effect in the province referred to in Section 6.12 below;
- (b) Any reference in this Agreement to the security granted hereby refers collectively to the security interest, mortgage, charge and assignment hereby granted in favour of the Bank.
- (c) Any reference to "Debtor" refers to the undersigned, if one, or to each undersigned, if more than one. When the term

"Debtor" designates more than one person or entity, each one shall be jointly and severally liable for the obligations stipulated herein.

1.4 Attachment of Security

The Debtor acknowledges that value has been given and agrees that the security granted hereby attaches upon the execution of this Agreement (or, in the case of any after-acquired property, at the time of acquisition by the Debtor of any rights therein).

1.5 Real Property

- (a) With respect to (and only to) Real Property, the security granted hereby is constituted by way of floating charge, but will become a fixed charge upon the earlier of (i) the Obligations becoming immediately payable, and (ii) the occurrence of any other event which by operation of law would result in such floating charge becoming a fixed charge;
- (b) The security granted hereby will not extend to the last day of the term of any lease or agreement relating to Real Property, but the Debtor will hold such last day in trust for the Bank and, upon the enforcement by the Bank of its security, will assign such last day as directed by the Bank.

2. REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 Representations and Warranties

The Debtor hereby represents and warrants to the Bank that:

- (a) the principal residence, chief executive office and registered office of the Debtor (as applicable) are located at the addresses specified in Schedule A; for the purposes of the Ontario *Personal Property Security Act*, the Debtor is governed by the law of the jurisdiction specified in Schedule A, if applicable;
- (b) the Inventory and Equipment of the Debtor are located at the addresses specified in Schedule A, except for goods in transit or on lease or consignment; and
- (c) all motor vehicles, trailers, mobile or manufactured homes, aircraft, boats and outboard motors ("Serial Numbered Goods") in which the Debtor has rights and used as equipment are fully and accurately described in Schedule "A"; the Debtor will advise the Bank promptly, in writing, of any other Serial Numbered Goods that are held as Equipment and will provide the Bank with full and complete descriptions of such Serial Numbered Goods.

2.2 Covenants

The Debtor covenants with the Bank that the Debtor will:

- (a) not change the location of its principal residence, chief executive office, registered office or its governing law, or move any of the Inventory or Equipment from the locations specified in Schedule A hereto, without the written consent of the Bank;
- (b) not change its name without first giving written notice to the Bank of its proposed new name and, if the Debtor is a corporation, not amalgamate with any other corporation without the prior written consent of the Bank;
- (c) preserve the value of the Collateral, and carry on its business in compliance with all applicable laws and regulations;
- (d) not permit any Collateral consisting of personal property to be affixed to real property or to other personal property so as to become a fixture or accession without the written consent of the Bank;
- (e) keep the Collateral free and clear of all liens, security interests, mortgages, charges, assignments and other encumbrances or interests except as permitted in writing by the Bank;

- (f) pay all taxes, levies, assessments and government fees or dues payable in respect of the Collateral as and when the same become due, and furnish to the Bank, when requested, evidence of such payment;
- (g) whenever requested by the Bank, furnish to the Bank in writing all information requested relating to the Collateral, and the Bank will be entitled from time to time to inspect the Collateral and make copies of all information relating to the Collateral and for such purposes the Bank will have access to all premises occupied by the Debtor or where the Collateral may be found;
- (h) ensure that the security granted hereby is at all times fully enforceable and perfected in respect of any Collateral; and
- (i) pay to the Bank forthwith upon demand all costs, fees and expenses (including, without limitation, all legal, receiver, consulting and accounting fees and expenses) incurred or charged by the Bank in connection with the preparation, perfection, administration and discharge of this Agreement and the preservation and exercise of the rights, powers and remedies of the Bank; and all such costs, fees and expenses will bear interest at the highest rate borne by any of the Obligations and will form part of the Obligations.

2.3 Schedule A

Each schedule referred to in this Agreement and attached hereto shall form part of this Agreement. Any subsequent modifications to a schedule will be deemed to replace and supersede the earlier version and form part of this Agreement.

3. INSURANCE

3.1 Insurance Covenant

The Debtor must obtain and maintain, at its own expense, insurance against loss or damage to the Collateral including, without limitation, loss by fire, theft, collision and such other risks as are customarily insured against for each type of Collateral, in an amount not less than the full insurable value thereof, with such insurers as are reasonably satisfactory to the Bank.

3.2 Bank loss payee

All insurance policies must name the Bank as an additional insured and loss payee and must provide that the insurer will give the Bank at least 15 days written notice of intended cancellation or non-renewal. At the Bank's request, the Debtor must furnish the Bank with evidence satisfactory to the Bank that the required insurance coverage is in effect. The Debtor must forthwith give the Bank notice of any loss or damage to the Collateral.

4. DEALING WITH COLLATERAL

4.1 Disposition of Collateral by the Debtor

The Debtor must not sell, lease or otherwise dispose of any of the Collateral without the prior written consent of the Bank, except that the Debtor may, until an Event of Default occurs hereunder, dispose of inventory in the ordinary course of its business, but all proceeds of any such disposition will continue to be subject to the security granted hereby and Section 4.4 below will apply to all such proceeds received by the Debtor.

4.2 Notification of Account Debtors

The Bank may at any time (i) give notice of this Agreement and the security granted hereby to any account debtor of the Debtor or to any other person liable to the Debtor and (ii) give notice to any such account debtor or other person to make all further payments to the Bank. Any payment or other proceeds of Collateral received by the Debtor from account debtors or from any other person liable to the Debtor, whether before or after any notice is given by the Bank will continue to be subject to the security granted hereby and Section 4.4 below will apply to all such proceeds.

4.3 Securities

The Bank may have any Securities registered in its name or in the name of its nominee and will be entitled, but not required, to exercise any of the rights that any holder of such Securities may at any time have. However, until an Event of Default occurs, the Debtor will be entitled to exercise, in a manner not prejudicial to the interests of the Bank or which would not violate this Agreement, all voting power from time to time exercisable in respect of the Securities. The Bank will not be responsible for any loss occasioned by its exercise of any of such rights. Before or after an Event of Default occurs

hereunder, the Debtor must deliver forthwith to the Bank those Securities requested by the Bank duly endorsed for transfer.

4.4 Proceeds held in Trust for the Bank

All proceeds received by the Debtor from the collection or disposition of Collateral or otherwise will be received by the Debtor as trustee for the Bank, must be held separate and apart from other property and must be paid over to the Bank upon request.

4.5 Application of Funds

All sums collected or received by the Bank in respect of the Collateral may be applied to such parts of the Obligations as the Bank in its sole discretion determines, or may be held unappropriated in a collateral account, or in the discretion of the Bank may be released to the Debtor, all without prejudice to the Bank's rights against the Debtor.

4.6 Collateral held by the Bank

In the holding of any Collateral, the Bank and any agent on its behalf is only bound to exercise the same degree of care as it would exercise with respect to similar property of its own of similar value held in the same place. The Bank and any agent on its behalf will be deemed to have exercised reasonable care with respect to the custody and preservation of the Collateral if it takes such action for that purpose as the Debtor reasonably requests in writing, but failure of the Bank or its agent to comply with any such request will not of itself be deemed a failure to exercise reasonable care.

5. DEFAULT AND REMEDIES

5.1 Events of Default

The Debtor will be in default under this Agreement upon the occurrence of any of the following events (herein referred to as an "Event of Default"):

- (a) the Debtor does not pay to the Bank when payable any sum owing under the Obligations;
- (b) the Debtor does not perform any of its covenants or obligations under this Agreement;
- (c) any representation or warranty made by the Debtor herein or in any document provided at any time to the Bank in connection with this Agreement is incorrect or misleading in any material respect;
- (d) the Debtor is in default under any other agreement with the Bank;
- (e) the Debtor ceases or threatens to cease to carry on the business currently being carried on by it or a substantial portion thereof;
- (f) the Debtor is insolvent;
- (g) the commencement of any proceeding or the taking of any step by or against the Debtor (i) for the bankruptcy, reorganization, liquidation, dissolution or winding-up of the Debtor, (ii) for an arrangement or compromise with its creditors, or (iii) for the appointment of a trustee, receiver, custodian, liquidator or any other person with similar powers with respect to the Debtor or any part of the Collateral;
- (h) the Collateral or any part thereof is seized or otherwise attached or is subject to a taking of possession by anyone and the same is not released or discharged within the shorter of a period of (i) 30 days and (ii) 10 days less than such period as would permit such property to be sold pursuant thereto; or
- (i) the Bank believes in good faith that the prospect of payment or performance of any of the Obligations is impaired or that the Collateral is in danger of being lost, damaged or confiscated, or of being encumbered by the Debtor or seized or otherwise attached.

5.2 Consequences of a Default

On or after the occurrence of any Event of Default, at the option of the Bank, (i) any or all of the Obligations not yet payable will become immediately payable, without notice; (ii) the obligation, if any, of the Bank to extend further credit to the Debtor will cease; and (iii) the security granted hereby will become immediately enforceable.

5.3 Remedies

In addition to any right or remedy otherwise provided herein or by law, on or after the occurrence of any Event of Default, the Bank will have the rights and remedies set out below, all of which may be enforced successively or concurrently:

- (a) the Bank may take possession of the Collateral and require the Debtor to assemble the Collateral and deliver or make the Collateral available to the Bank at such places as may be specified by the Bank;
- (b) the Bank may take such steps as it considers desirable to maintain, preserve or protect the Collateral;
- (c) the Bank may carry on all or any part of the business of the Debtor;
- (d) the Bank may enforce any rights of the Debtor in respect of the Collateral;
- (e) the Bank may sell, lease or otherwise dispose of the Collateral at public auction, by private tender, by private sale or otherwise either for cash or upon credit, upon such terms and conditions as the Bank may determine and without notice to the Debtor unless required by law;
- (f) the Bank may accept the Collateral in total or partial satisfaction of the Obligations in the manner provided by law;
- (g) the Bank may, for any purpose specified herein, borrow money on the security of the Collateral, which security will rank in priority to the security granted hereby;
- (h) the Bank may occupy and use all or any of the premises, buildings and plants occupied by the Debtor and use all or any of the Equipment and other property of the Debtor for such time as the Bank requires to facilitate the realization of the Collateral, free of charge; the Bank will not be liable for any rent, charges, depreciation or damages in connection with such actions; or
- (i) the Bank may appoint a receiver or receiver and manager (each herein referred to as the "Receiver") of the whole or any part of the Collateral and may remove or replace such Receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of a Receiver of the Collateral.

5.4 Powers of the Receiver

Any Receiver will have all of the rights and powers that the Bank is entitled to exercise pursuant to Section 5.3, but the Bank will not be in any way responsible for any misconduct or negligence of any such Receiver.

5.5 Liability of Bank

The Bank will not be liable or responsible for any failure to seize, collect, realize, or obtain payment with respect to the Collateral and is not bound to institute proceedings or to take other steps for the purpose of seizing, collecting, realizing or obtaining possession or payment with respect to the Collateral or for the purpose of preserving any rights of the Bank, the Debtor or any other person in respect of the Collateral. This Agreement and the security granted hereby will not render the Bank liable to observe or perform any covenant or obligation of the Debtor in any agreement or document to which the Debtor is a party or by which it is bound. In the exercise of its rights and the performance of its obligations, the Bank will only be liable for gross negligence or wilful misconduct.

5.6 Proceeds of Realization

The Bank may apply any proceeds of realization of the Collateral to payment of costs, fees and expenses mentioned in Section 2.2(i), including those related to the realization of the Collateral, and the Bank may apply any balance to payment of all other Obligations in such order as the Bank sees fit. If there is any surplus remaining, the Bank may pay it to any person entitled thereto by law of whom the Bank has knowledge and any balance remaining may be paid to the Debtor. If the realization of the Collateral fails to satisfy the Obligations, the Debtor will be liable to pay any deficiency to the Bank.

6. GENERAL

6.1 Failure of Debtor to Perform

If the Debtor fails to perform any of its covenants or obligations under this Agreement, the Bank may, in its absolute discretion, but without being required to do so, perform any such covenant or obligation. If any such covenant or obligation requires the payment of monies, the Bank may make such payment. All sums so paid by the Bank will be payable by the Debtor to the Bank and, for greater certainty, Section 2.2(i) will apply to such sums. No such performance or payment will relieve the Debtor from any default under this Agreement or any consequences of such default.

6.2 Power of Attorney

The Debtor hereby irrevocably appoints the Bank to be the attorney of the Debtor for and in the name of the Debtor to do all things and execute and deliver, documents, financing statements, demands and assignments which the Debtor is obliged to do or execute or deliver hereunder and generally to act in the name of the Debtor in the exercise of any of the powers hereby conferred on the Bank.

6.3 Appointment of Consultant

The Bank will be entitled to appoint a consultant to provide such services and advice as the Bank may determine in its sole discretion, with power to enter the Debtor's premises, to inspect and evaluate the Collateral, to make copies of the Debtor's records, to review the Debtor's business plans and projections, to assess the conduct and viability of the Debtor's business, to prepare reports on the Debtor's affairs and to distribute such reports to the Bank or to other such persons as the Bank may direct. Such consultant will act as an agent for the Bank and will owe no duty to the Debtor. The consultant is to have no managerial or advisory capacity and will have no decision making responsibility. The Debtor authorizes the Bank to provide confidential information to the consultant. All fees and expenses in connection with the engagement of a consultant are payable by the Debtor to the Bank and, for greater certainty, Section 2.2(i) will apply to such fees and expenses.

6.4 Waivers by Debtor

The Bank may (i) grant extensions of time, (ii) take and perfect or abstain from taking and perfecting security, (iii) give up any security, (iv) accept compositions or compromises, (v) grant releases and discharges, and (vi) otherwise waive rights against the Debtor, debtors of the Debtor, guarantors and others and with respect to the Collateral and other security as the Bank sees fit. No such action or omission will reduce the Obligations or affect the Bank's rights hereunder.

6.5 Waivers of Legal Limitations

To the fullest extent permitted by law, the Debtor waives all of the rights, benefits and protections given by the provisions of any law which imposes limitations upon the powers, rights or remedies of a secured party, including any law which limits the rights of a secured party to both seize collateral and sue for any deficiency following realization of collateral. Without limitation, the Debtor (if a corporation) agrees that the *Limitation of Civil Rights Act* and Part IV of the *Saskatchewan Farm Securities Act* of the Province of Saskatchewan will not apply to this Agreement or any of the rights, remedies or powers of the Bank or any Receiver hereunder.

6.6 Copy of Documents and Consent to Filings

The Debtor acknowledges having received a copy of this Agreement and waives all rights to receive from the Bank a copy of any financing statement, financing change statement, or verification statement, filed or issued at any time in respect of this Agreement. The Debtor confirms its consent to the filing by the Bank or on its behalf of any such financing statement or financing change statement.

6.7 Notices

Any notice to be given to a party in connection with this Agreement will be given in writing and will be given by personal delivery, by registered mail or by electronic means, addressed to the recipient at its address specified at the end of this Agreement or such other address as may be notified by any party to the other.

6.8 Additional Security and Other Remedies

This Agreement and the security granted hereby are in addition to and not in substitution for any other security or right now or hereafter held by the Bank. This Agreement is a continuing agreement and security that will remain in full force and effect until discharged by the Bank. The Bank may sue the Debtor and enforce all of its other rights and remedies in respect of the Obligations without being required to exercise or exhaust any of its rights and remedies hereunder.

6.9 Further Assurances

The Debtor must at its expense do all things and execute and deliver all such financing statements, further assignments and documents as may be reasonably requested by the Bank for the purpose of giving effect to this Agreement and establishing compliance with the obligations of the Debtor hereunder.

6.10 Discharge

The Debtor will be entitled to a discharge of this Agreement upon written request by the Debtor and full payment, performance and satisfaction of the Obligations. No discharge will be effective unless in writing and executed by the Bank.

6.11 Severability

If any provision of this Agreement were to be found invalid or unenforceable, the remaining terms and provisions of this Agreement will remain in full force and effect.

6.12 Governing Law

This Agreement will be governed by and construed in accordance with the laws of the province in which the office of the Bank specified below is located, except that if such office is located in the province of Quebec, then this Agreement will be governed by and construed in accordance with the laws of the province of Ontario.

IN WITNESS WHEREOF the parties have executed this Agreement.

DEBTOR:

2019/08/28

Date of Execution (YYYY MM DD)

OAKDALE ENTERPRISES INC.

By: _____

PETER BOZZO, President

NATIONAL BANK OF CANADA

2019 08 28
Date of Execution (YYYY MM DD)

By:  _____
(Authorized signature)

ADDRESS OF DEBTOR FOR NOTICE PURPOSES:
112 OAKDALE ROAD, TORONTO, ON M3N 1V9

ADDRESS OF BANK FOR NOTICE PURPOSES:
500 Highway 7 East, Richmond Hill, Ontario L4B 1J1

SCHEDULE A

[The information required on this Schedule must be repeated for each additional Debtor if applicable]

To a General Security Agreement made as of 2019/08/ between OAKDALE ENTERPRISES INC., as Debtor and National Bank of Canada, as Bank.

1. ADDRESS(ES) OF PLACE(S) OF BUSINESS (Section 2.1(a))

Principal residence (for individuals only): _____

Chief executive office (for businesses only)¹: _____

Registered office (for businesses only)²: 112 OAKDALE ROAD, TORONTO, ON M3N 1V9

Other place(s) of business³: _____

Governing law⁴: _____

[Indicate governing law for a trust or partnership (other than a limited partnership), otherwise indicate N/A].

2. LOCATION OF INVENTORY AND EQUIPMENT (Section 2.1(b))

Address(es)⁵: 112 OAKDALE ROAD, TORONTO, ON M3N 1V9

3. EQUIPMENT CONSISTING OF SERIAL NUMBER GOODS (Section 2.1(c))⁶

¹ If the Debtor has only one place of business, indicate the address of that place of business. If the Debtor has more than one place of business, indicate the address of its place of business which is its principal decision-making centre.

² Indicate "same as above" if the registered office (legal head office) is at the same address as the chief executive office.

³ Indicate "none" if the Debtor has no other place of business.

⁴ If the Debtor is a partnership (other than a limited partnership) or a trust, indicate the stated governing law in the partnership agreement or deed of trust.

⁵ Indicate "same as above" if the inventory and equipment of the Debtor are all located at the address(es) specified in 1.

⁶ Indicate make, model, year of manufacture, serial number and any registration or governmental mark or number.

RESOLUTION RE: GUARANTEE

RESOLUTION OF THE BOARD OF DIRECTORS OF

OAKDALE ENTERPRISES INC.

CIS 103021

(Name of Corporation)

In consideration of the loans and advances of money granted or which may be granted by National Bank of Canada (the "Bank") to its Client, Nimbus Environmental Solutions Inc.

for the purpose of its business, and generally, in consideration of the business relations between the Bank and its Client as well as the business relations between said Client and this Corporation, and whereas the financial assistance provided to said Client in the manner hereinafter referred to is in the best interests of this Corporation,

NOW THEREFORE BE IT RESOLVED:

That this Corporation be and is hereby authorized to guarantee the payment of all sums of money, which Nimbus Environmental Solutions Inc.

the Client owes or in the future may owe to the Bank up to an amount of UNLIMITED

dollars (\$ _____) in principal, interest, costs and incidental charges. Such guarantee shall bind this Corporation jointly and severally with the Client and shall be subject to all the terms and conditions set out on the form used at the Bank, entitled "Guarantee", a copy of which is attached hereto after having been submitted to the Directors

and that

Peter Bozzo _____ and _____, respectively

_____ and _____, be authorized and instructed to jointly sign and execute said guarantee for and on behalf of the Corporation and that the financial assistance provided by this Corporation to said Client in said guarantee and any security required from time to time by the Bank in connection with said guarantee is in the best interests of this Corporation.

The foregoing is certified to be a true copy of a Resolution of the Board of Directors of OAKDALE ENTERPRISES INC.

duly passed on August, 2019 and which remains in full force and effect.

Dated at Vaughan this 28 day of August, 2019.

Secretary
Peter Bozzo

[Handwritten Signature]

(Seal)

CIS 1013021

To: NATIONAL BANK OF CANADA

1. In consideration of National Bank of Canada (hereinafter the "Bank") dealing with

NIMBUS ENVIRONMENTAL SOLUTIONS INC.

(the "Client"), the undersigned and each of them, if more than one, jointly and severally guarantee(s) payment to the Bank of all present and future debts and liabilities of the Client (direct or indirect, absolute or contingent, matured or otherwise), whether incurred by the Client alone or jointly with any person or persons, or otherwise howsoever, including all costs and disbursements incurred by the Bank in recovering or attempting to recover said debts and liabilities (the "Secured Indebtedness"), provided they are limited to

UNLIMITED

in Canadian/U.S. dollars

(\$ _____) with interest thereon from the date payment is demanded, at the rate agreed upon between the Bank and the Client.

2. In this guarantee, the term "Guarantor" means the undersigned and, if there is more than one, each of them. This guarantee is a continuing guarantee and will subsist notwithstanding occasional repayment of the Secured Indebtedness in whole or in part.
3. All monies, advances, renewals and credits borrowed or effectively obtained by the Client from the Bank will be deemed to form part of the Secured Indebtedness, notwithstanding any lack of power, incapacity or disability of the Client or of the directors, partners or agents thereof, or that the Client may not be a legal or suable entity, or any irregularity, defect or invalidity in the borrowing or obtaining of such monies, advances, renewals or credits, in each case whether known to the Bank or not.
4. This guarantee will not be affected by any event, condition or circumstance or any act, delay, abstention or omission to act of any kind by the Client, the Bank or any other person, that might constitute a legal or equitable defence to or a discharge, limitation or reduction of the Guarantor's obligations hereunder, including (i) the death or loss or diminution of capacity of the Client or of the Guarantor, (ii) any change in the name of the Client or in the membership of the firm of the Client through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, (iii) the acquisition of the business of the Client by anyone, (iv) any change whatsoever in the objects, capital structure or constitution of the Client, (v) the Client or the business of the Client being amalgamated with a firm or corporation, or (vi) the bankruptcy, insolvency or winding up of the Client or any other person.
5. The Guarantor will be solely responsible for making his independent appraisal and investigation of the financial condition of the Client and for the assessment of the risks arising from this guarantee. The Bank will have no obligation to advise the Guarantor of any change in the financial condition of the Client or in the Bank's dealings with the Client.
6. This guarantee will not be diminished or modified on account of any act on the part of the Bank which would prevent subrogation from operating in favour of the Guarantor. The Bank, without exonerating in whole or in part the Guarantor, may (i) amend the terms and conditions of the debts and liabilities hereby guaranteed, (ii) grant time, renewals, extensions, indulgences, releases and discharges to and take security from the Guarantor, (iii) abstain from taking, perfecting, registering, renewing or realizing on security, (iv) accept compromises and (v) otherwise deal with the Client and with any other person or persons, including any other guarantors, as it may see fit.
7. All monies received by the Bank from the Client or from any other person, capable of being applied by the Bank in reduction of the Secured Indebtedness will be considered payments in gross and the Guarantor will have no right to claim them to reduce its liability under this guarantee. The Bank will have the right to apply these monies as it may see fit, not being bound by the law of imputation. The Guarantor will have no right to be subrogated to the Bank until the Bank will have received payment in full of its claims against the Client with interest and costs.
8. The Bank will not be obliged to exhaust its recourse against the Client or other persons or the security it may hold before being entitled to payment from the Guarantor of the Secured Indebtedness and it will not be obliged to offer or deliver its security before its whole claim has been paid. The Guarantor waives all benefits of discussion and division.
9. The Guarantor will be bound by any account settled between the Bank and the Client and, if no such account has been so settled, any account stated by the Bank will be accepted by the Guarantor as conclusive evidence of the amount which at the date of the account so stated is due by the Client to the Bank.
10. The Guarantor will make payment to the Bank of the amount of his liability forthwith after demand therefor is made in writing. Such demand will be deemed to have been made when a postage-paid envelope containing it addressed to the Guarantor at his last address known to the Bank is mailed. The liability of the Guarantor will bear interest from the date of such demand at the rate or rates then applicable to the Secured Indebtedness of the Client to the Bank.
11. All indebtedness and liability, present and future, of the Client to the Guarantor are hereby postponed to the Secured Indebtedness of the Client to the Bank. All monies received from the Client or on his behalf by the Guarantor will be held in his capacity as agent and trustee for the Bank and will be paid over to the Bank forthwith. Any amount thereby received by the Guarantor will not reduce the Client's obligations to the Bank as long as this amount has not been paid to the Bank.

Any payment to which the Guarantor may be entitled to in the absence of this subordination will have to be made in favour of the Bank by the entity making the payment (i.e., the Client, a trustee in bankruptcy or further to a proposal by the Client, a liquidator, an entity carrying out a forced disposal of the assets of the Client or any other person). The Guarantor undertakes to give instructions to the entity making the payment to make this payment directly to the Bank.

Moreover, all indebtedness and liability, present and future, of the Client to the Guarantor are hereby assigned to the Bank as additional security for payment of the Secured Indebtedness. In the event that the guarantee is terminated pursuant to Section 13, this subordination and assignment will subsist until full payment of the Secured Indebtedness for which the Guarantor is liable on the date of termination.

12. This guarantee will bind the Guarantor together with his heirs, successors, executors, administrators, legal representatives and assigns until termination thereof by notice in writing to the manager of the Bank branch at which the Client's account is held, but such termination by the Guarantor or his heirs, successors, executors, administrators, legal representatives or assigns will not prevent the continuance of the liability hereunder of any other guarantor.
13. The Guarantor will indemnify the Bank for any loss suffered by the Bank if any of the debts and liabilities intended to be guaranteed hereunder is not recoverable from the Guarantor under the other provisions of this guarantee. The amount of the loss will be equal to the amount which the Bank would otherwise have been entitled to recover.
14. 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 without prejudice to any other security, by whomsoever given, held at any time by the Bank and the Bank will be under no obligation to marshal in favour of the Guarantor any such security or any of the funds or assets the Bank may be entitled to receive or have a claim upon. All the provisions of such other guarantee remain in force.
15. This guarantee and agreement will be valid 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 will be conclusive evidence against the Guarantor that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any condition has been

complied with. None of the parties will be bound by any representation or promise made by any person relative thereto which is not embodied herein. The liability of each Guarantor hereunder begins on the date of his signature on this guarantee.

- 16. This guarantee will be binding upon the undersigned and any of them, if more than one, jointly and severally between them and with the Client and also upon their heirs, executors, administrators and successors and will extend to and enure to the benefit of the successors and assigns of the Bank. Each and every provision hereof is severable and should any provision hereof be illegal or not enforceable for any reason whatsoever, such illegality or invalidity will not affect the other provisions hereof.
- 17. This guarantee will be construed and governed in accordance with the laws of the Province of Ontario and the Guarantor agrees that any legal suit, action or proceeding arising out of or relating to this guarantee may be instituted in the courts of such province, and the Guarantor hereby accepts and irrevocably submits to the jurisdiction of the said courts, and acknowledges their competence and agrees to be bound by any judgment thereof, provided that nothing herein will limit the Bank's right to bring proceedings against the Guarantor elsewhere.
- 18. The Guarantor acknowledges having read and taken cognizance of this guarantee before signing it and declares that he understands perfectly the terms, conditions and undertakings contained herein. The Guarantor also acknowledges having received a copy of this guarantee on the date hereof.

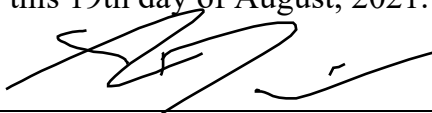
IN WITNESS WHEREOF the Guarantor has signed and affixed his seal at the City of Vaughan
this 28 day of AUGUST, 2019

SIGNED, SEALED AND DELIVERED

OAKDALE ENTERPRISES INC.
Per: [Signature]
Name: Peter Bozzo
Title: President

I have the authority to bind the corporation.

This is Exhibit "G" referred to in the
Affidavit of Sonia De Lorenzi sworn before me
this 19th day of August, 2021.



A Commissioner for taking affidavits

GENERAL SECURITY AGREEMENT
(All present and future assets)
(Canada except Quebec)

GRANTED BY: 365 PRO INSTALLATIONS INC. (hereafter called the "Debtor")

TO NATIONAL BANK OF CANADA (hereafter called the "Bank").

1. GRANT OF SECURITY INTEREST**1.1 Security Interest**

As general and continuing security for the payment and performance of all Obligations of the Debtor to the Bank, the Debtor hereby grants to the Bank a security interest in all of the Debtor's present and after-acquired property and undertaking (collectively, the "Collateral") and also mortgages, charges and assigns the Collateral to the Bank. Without limitation, the Collateral includes all right, title and interest that the Debtor now has or may hereafter have or acquire in any manner whatsoever (including by way of an amalgamation) in all property of the following kinds:

- (a) Receivables: all debts, accounts, claims and choses in action for monetary amounts (collectively, the "Receivables");
- (b) Inventory: all inventory of whatever kind and wherever situated (collectively, the "Inventory");
- (c) Equipment: all machinery, equipment, fixtures, furniture, vehicles and other goods which are not Inventory (collectively, the "Equipment");
- (d) Securities: all shares, bonds, debentures and other securities (collectively, the "Securities");
- (e) Instruments and Money: all bills, notes, cheques and other instruments (collectively, the "Instruments") and all money;
- (f) Documents of Title and Chattel Paper: all warehouse receipts, bills of lading and other documents of title, whether negotiable or not, and all chattel paper;
- (g) Intangibles: all intangibles not otherwise described in this Section 1.1 including, without limitation, all goodwill and all patents, trademarks, copyrights and other intellectual property;
- (h) Real Property: all real and immovable property, both freehold and leasehold, together with all buildings and fixtures (collectively, the "Real Property"), and all rights under any lease or agreement relating to Real Property;
- (i) Books and Records: all books, invoices, documents and other records in any form evidencing or relating to the Collateral; and
- (j) Proceeds: all proceeds of any Collateral in any form derived directly or indirectly from any dealing with the Collateral or that indemnifies or compensates for the loss of or damage to the Collateral.

1.2 Obligations Secured

The obligations secured by this Agreement include all debts and liabilities of the Debtor to the Bank, present and future, direct and indirect, absolute and contingent, matured and unmatured, wherever and however incurred, and whether arising from dealings between the Bank and the Debtor or from other dealings by which the Bank may be or become a creditor of the Debtor and whether incurred by the Debtor alone or with another and whether as principal or guarantor or otherwise (collectively, the "Obligations").

1.3 Certain definitions

- (a) The terms "accessions", "accounts", "chattel paper", "documents of title", "equipment", "goods", "instruments", "intangibles", "inventory", "money", "proceeds" and "securities" whenever used herein have the meanings given to those terms in the Personal Property Security Act currently in effect in the province referred to in Section 6.12 below;
- (b) Any reference in this Agreement to the security granted hereby refers collectively to the security interest, mortgage, charge and assignment hereby granted in favour of the Bank.
- (c) Any reference to "Debtor" refers to the undersigned, if one, or to each undersigned, if more than one. When the term

"Debtor" designates more than one person or entity, each one shall be jointly and severally liable for the obligations stipulated herein.

1.4 Attachment of Security

The Debtor acknowledges that value has been given and agrees that the security granted hereby attaches upon the execution of this Agreement (or, in the case of any after-acquired property, at the time of acquisition by the Debtor of any rights therein).

1.5 Real Property

- (a) With respect to (and only to) Real Property, the security granted hereby is constituted by way of floating charge, but will become a fixed charge upon the earlier of (i) the Obligations becoming immediately payable, and (ii) the occurrence of any other event which by operation of law would result in such floating charge becoming a fixed charge;
- (b) The security granted hereby will not extend to the last day of the term of any lease or agreement relating to Real Property, but the Debtor will hold such last day in trust for the Bank and, upon the enforcement by the Bank of its security, will assign such last day as directed by the Bank.

2. REPRESENTATIONS, WARRANTIES AND COVENANTS**2.1 Representations and Warranties**

The Debtor hereby represents and warrants to the Bank that:

- (a) the principal residence, chief executive office and registered office of the Debtor (as applicable) are located at the addresses specified in Schedule A; for the purposes of the Ontario *Personal Property Security Act*, the Debtor is governed by the law of the jurisdiction specified in Schedule A, if applicable;
- (b) the Inventory and Equipment of the Debtor are located at the addresses specified in Schedule A, except for goods in transit or on lease or consignment; and
- (c) all motor vehicles, trailers, mobile or manufactured homes, aircraft, boats and outboard motors ("Serial Numbered Goods") in which the Debtor has rights and used as equipment are fully and accurately described in Schedule "A"; the Debtor will advise the Bank promptly, in writing, of any other Serial Numbered Goods that are held as Equipment and will provide the Bank with full and complete descriptions of such Serial Numbered Goods.

2.2 Covenants

The Debtor covenants with the Bank that the Debtor will

- (a) not change the location of its principal residence, chief executive office, registered office or its governing law, or move any of the Inventory or Equipment from the locations specified in Schedule A hereto, without the written consent of the Bank;
- (b) not change its name without first giving written notice to the Bank of its proposed new name and, if the Debtor is a corporation, not amalgamate with any other corporation without the prior written consent of the Bank;
- (c) preserve the value of the Collateral, and carry on its business in compliance with all applicable laws and regulations;
- (d) not permit any Collateral consisting of personal property to be affixed to real property or to other personal property so as to become a fixture or accession without the written consent of the Bank;
- (e) keep the Collateral free and clear of all liens, security interests, mortgages, charges, assignments and other encumbrances or interests except as permitted in writing by the Bank;

- (f) pay all taxes, levies, assessments and government fees or dues payable in respect of the Collateral as and when the same become due, and furnish to the Bank, when requested, evidence of such payment;
- (g) whenever requested by the Bank, furnish to the Bank in writing all information requested relating to the Collateral, and the Bank will be entitled from time to time to inspect the Collateral and make copies of all information relating to the Collateral and for such purposes the Bank will have access to all premises occupied by the Debtor or where the Collateral may be found;
- (h) ensure that the security granted hereby is at all times fully enforceable and perfected in respect of any Collateral; and
- (i) pay to the Bank forthwith upon demand all costs, fees and expenses (including, without limitation, all legal, receiver, consulting and accounting fees and expenses) incurred or charged by the Bank in connection with the preparation, perfection, administration and discharge of this Agreement and the preservation and exercise of the rights, powers and remedies of the Bank; and all such costs, fees and expenses will bear interest at the highest rate borne by any of the Obligations and will form part of the Obligations.

2.3 Schedule A

Each schedule referred to in this Agreement and attached hereto shall form part of this Agreement. Any subsequent modifications to a schedule will be deemed to replace and supersede the earlier version and form part of this Agreement.

3. INSURANCE

3.1 Insurance Covenant

The Debtor must obtain and maintain, at its own expense, insurance against loss or damage to the Collateral including, without limitation, loss by fire, theft, collision and such other risks as are customarily insured against for each type of Collateral, in an amount not less than the full insurable value thereof, with such insurers as are reasonably satisfactory to the Bank.

3.2 Bank loss payee

All insurance policies must name the Bank as an additional insured and loss payee and must provide that the insurer will give the Bank at least 15 days written notice of intended cancellation or non-renewal. At the Bank's request, the Debtor must furnish the Bank with evidence satisfactory to the Bank that the required insurance coverage is in effect. The Debtor must forthwith give the Bank notice of any loss or damage to the Collateral.

4. DEALING WITH COLLATERAL

4.1 Disposition of Collateral by the Debtor

The Debtor must not sell, lease or otherwise dispose of any of the Collateral without the prior written consent of the Bank, except that the Debtor may, until an Event of Default occurs hereunder, dispose of inventory in the ordinary course of its business, but all proceeds of any such disposition will continue to be subject to the security granted hereby and Section 4.4 below will apply to all such proceeds received by the Debtor.

4.2 Notification of Account Debtors

The Bank may at any time (i) give notice of this Agreement and the security granted hereby to any account debtor of the Debtor or to any other person liable to the Debtor and (ii) give notice to any such account debtor or other person to make all further payments to the Bank. Any payment or other proceeds of Collateral received by the Debtor from account debtors or from any other person liable to the Debtor, whether before or after any notice is given by the Bank will continue to be subject to the security granted hereby and Section 4.4 below will apply to all such proceeds.

4.3 Securities

The Bank may have any Securities registered in its name or in the name of its nominee and will be entitled, but not required, to exercise any of the rights that any holder of such Securities may at any time have. However, until an Event of Default occurs, the Debtor will be entitled to exercise, in a manner not prejudicial to the interests of the Bank or which would not violate this Agreement, all voting power from time to time exercisable in respect of the Securities. The Bank will not be responsible for any loss occasioned by its exercise of any of such rights. Before or after an Event of Default occurs

hereunder, the Debtor must deliver forthwith to the Bank those Securities requested by the Bank duly endorsed for transfer.

4.4 Proceeds held in Trust for the Bank

All proceeds received by the Debtor from the collection or disposition of Collateral or otherwise will be received by the Debtor as trustee for the Bank, must be held separate and apart from other property and must be paid over to the Bank upon request.

4.5 Application of Funds

All sums collected or received by the Bank in respect of the Collateral may be applied to such parts of the Obligations as the Bank in its sole discretion determines, or may be held unappropriated in a collateral account, or in the discretion of the Bank may be released to the Debtor, all without prejudice to the Bank's rights against the Debtor.

4.6 Collateral held by the Bank

In the holding of any Collateral, the Bank and any agent on its behalf is only bound to exercise the same degree of care as it would exercise with respect to similar property of its own of similar value held in the same place. The Bank and any agent on its behalf will be deemed to have exercised reasonable care with respect to the custody and preservation of the Collateral if it takes such action for that purpose as the Debtor reasonably requests in writing, but failure of the Bank or its agent to comply with any such request will not of itself be deemed a failure to exercise reasonable care.

5. DEFAULT AND REMEDIES

5.1 Events of Default

The Debtor will be in default under this Agreement upon the occurrence of any of the following events (herein referred to as an "Event of Default"):

- (a) the Debtor does not pay to the Bank when payable any sum owing under the Obligations;
- (b) the Debtor does not perform any of its covenants or obligations under this Agreement;
- (c) any representation or warranty made by the Debtor herein or in any document provided at any time to the Bank in connection with this Agreement is incorrect or misleading in any material respect;
- (d) the Debtor is in default under any other agreement with the Bank;
- (e) the Debtor ceases or threatens to cease to carry on the business currently being carried on by it or a substantial portion thereof;
- (f) the Debtor is insolvent;
- (g) the commencement of any proceeding or the taking of any step by or against the Debtor (i) for the bankruptcy, reorganization, liquidation, dissolution or winding-up of the Debtor, (ii) for an arrangement or compromise with its creditors, or (iii) for the appointment of a trustee, receiver, custodian, liquidator or any other person with similar powers with respect to the Debtor or any part of the Collateral;
- (h) the Collateral or any part thereof is seized or otherwise attached or is subject to a taking of possession by anyone and the same is not released or discharged within the shorter of a period of (i) 30 days and (ii) 10 days less than such period as would permit such property to be sold pursuant thereto; or
- (i) the Bank believes in good faith that the prospect of payment or performance of any of the Obligations is impaired or that the Collateral is in danger of being lost, damaged or confiscated, or of being encumbered by the Debtor or seized or otherwise attached.

5.2 Consequences of a Default

On or after the occurrence of any Event of Default, at the option of the Bank, (i) any or all of the Obligations not yet payable will become immediately payable, without notice; (ii) the obligation, if any, of the Bank to extend further credit to the Debtor will cease; and (iii) the security granted hereby will become immediately enforceable.

5.3 Remedies

In addition to any right or remedy otherwise provided herein or by law, on or after the occurrence of any Event of Default, the Bank will have the rights and remedies set out below, all of which may be enforced successively or concurrently:

- (a) the Bank may take possession of the Collateral and require the Debtor to assemble the Collateral and deliver or make the Collateral available to the Bank at such places as may be specified by the Bank;
- (b) the Bank may take such steps as it considers desirable to maintain, preserve or protect the Collateral;
- (c) the Bank may carry on all or any part of the business of the Debtor;
- (d) the Bank may enforce any rights of the Debtor in respect of the Collateral;
- (e) the Bank may sell, lease or otherwise dispose of the Collateral at public auction, by private tender, by private sale or otherwise either for cash or upon credit, upon such terms and conditions as the Bank may determine and without notice to the Debtor unless required by law;
- (f) the Bank may accept the Collateral in total or partial satisfaction of the Obligations in the manner provided by law;
- (g) the Bank may, for any purpose specified herein, borrow money on the security of the Collateral, which security will rank in priority to the security granted hereby;
- (h) the Bank may occupy and use all or any of the premises, buildings and plants occupied by the Debtor and use all or any of the Equipment and other property of the Debtor for such time as the Bank requires to facilitate the realization of the Collateral, free of charge; the Bank will not be liable for any rent, charges, depreciation or damages in connection with such actions; or
- (i) the Bank may appoint a receiver or receiver and manager (each herein referred to as the "Receiver") of the whole or any part of the Collateral and may remove or replace such Receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of a Receiver of the Collateral.

5.4 Powers of the Receiver

Any Receiver will have all of the rights and powers that the Bank is entitled to exercise pursuant to Section 5.3, but the Bank will not be in any way responsible for any misconduct or negligence of any such Receiver.

5.5 Liability of Bank

The Bank will not be liable or responsible for any failure to seize, collect, realize, or obtain payment with respect to the Collateral and is not bound to institute proceedings or to take other steps for the purpose of seizing, collecting, realizing or obtaining possession or payment with respect to the Collateral or for the purpose of preserving any rights of the Bank, the Debtor or any other person in respect of the Collateral. This Agreement and the security granted hereby will not render the Bank liable to observe or perform any covenant or obligation of the Debtor in any agreement or document to which the Debtor is a party or by which it is bound. In the exercise of its rights and the performance of its obligations, the Bank will only be liable for gross negligence or wilful misconduct.

5.6 Proceeds of Realization

The Bank may apply any proceeds of realization of the Collateral to payment of costs, fees and expenses mentioned in Section 2.2(i), including those related to the realization of the Collateral, and the Bank may apply any balance to payment of all other Obligations in such order as the Bank sees fit. If there is any surplus remaining, the Bank may pay it to any person entitled thereto by law of whom the Bank has knowledge and any balance remaining may be paid to the Debtor. If the realization of the Collateral fails to satisfy the Obligations, the Debtor will be liable to pay any deficiency to the Bank.

6. GENERAL

6.1 Failure of Debtor to Perform

If the Debtor fails to perform any of its covenants or obligations under this Agreement, the Bank may, in its absolute discretion, but without being required to do so, perform any such covenant or obligation. If any such covenant or obligation requires the payment of monies, the Bank may make such payment. All sums so paid by the Bank will be payable by the Debtor to the Bank and, for greater certainty, Section 2.2(i) will apply to such sums. No such performance or payment will relieve the Debtor from any default under this Agreement or any consequences of such default.

6.2 Power of Attorney

The Debtor hereby irrevocably appoints the Bank to be the attorney of the Debtor for and in the name of the Debtor to do all things and execute and deliver, documents, financing statements, demands and assignments which the Debtor is obliged to do or execute or deliver hereunder and generally to act in the name of the Debtor in the exercise of any of the powers hereby conferred on the Bank.

6.3 Appointment of Consultant

The Bank will be entitled to appoint a consultant to provide such services and advice as the Bank may determine in its sole discretion, with power to enter the Debtor's premises, to inspect and evaluate the Collateral, to make copies of the Debtor's records, to review the Debtor's business plans and projections, to assess the conduct and viability of the Debtor's business, to prepare reports on the Debtor's affairs and to distribute such reports to the Bank or to other such persons as the Bank may direct. Such consultant will act as an agent for the Bank and will owe no duty to the Debtor. The consultant is to have no managerial or advisory capacity and will have no decision making responsibility. The Debtor authorizes the Bank to provide confidential information to the consultant. All fees and expenses in connection with the engagement of a consultant are payable by the Debtor to the Bank and, for greater certainty, Section 2.2(i) will apply to such fees and expenses.

6.4 Waivers by Debtor

The Bank may (i) grant extensions of time, (ii) take and perfect or abstain from taking and perfecting security, (iii) give up any security, (iv) accept compositions or compromises, (v) grant releases and discharges, and (vi) otherwise waive rights against the Debtor, debtors of the Debtor, guarantors and others and with respect to the Collateral and other security as the Bank sees fit. No such action or omission will reduce the Obligations or affect the Bank's rights hereunder.

6.5 Waivers of Legal Limitations

To the fullest extent permitted by law, the Debtor waives all of the rights, benefits and protections given by the provisions of any law which imposes limitations upon the powers, rights or remedies of a secured party, including any law which limits the rights of a secured party to both seize collateral and sue for any deficiency following realization of collateral. Without limitation, the Debtor (if a corporation) agrees that the *Limitation of Civil Rights Act* and Part IV of the *Saskatchewan Farm Securities Act* of the Province of Saskatchewan will not apply to this Agreement or any of the rights, remedies or powers of the Bank or any Receiver hereunder.

6.6 Copy of Documents and Consent to Filings

The Debtor acknowledges having received a copy of this Agreement and waives all rights to receive from the Bank a copy of any financing statement, financing change statement, or verification statement, filed or issued at any time in respect of this Agreement. The Debtor confirms its consent to the filing by the Bank or on its behalf of any such financing statement or financing change statement.

6.7 Notices

Any notice to be given to a party in connection with this Agreement will be given in writing and will be given by personal delivery, by registered mail or by electronic means, addressed to the recipient at its address specified at the end of this Agreement or such other address as may be notified by any party to the other.

6.8 Additional Security and Other Remedies

This Agreement and the security granted hereby are in addition to and not in substitution for any other security or right now or hereafter held by the Bank. This Agreement is a continuing agreement and security that will remain in full force and effect until discharged by the Bank. The Bank may sue the Debtor and enforce all of its other rights and remedies in respect of the Obligations without being required to exercise or exhaust any of its rights and remedies hereunder.

6.9 Further Assurances

The Debtor must at its expense do all things and execute and deliver all such financing statements, further assignments and documents as may be reasonably requested by the Bank for the purpose of giving effect to this Agreement and establishing compliance with the obligations of the Debtor hereunder.

6.10 Discharge

The Debtor will be entitled to a discharge of this Agreement upon written request by the Debtor and full payment, performance and satisfaction of the Obligations. No discharge will be effective unless in writing and executed by the Bank.

6.11 Severability

If any provision of this Agreement were to be found invalid or unenforceable, the remaining terms and provisions of this Agreement will remain in full force and effect.

6.12 Governing Law

This Agreement will be governed by and construed in accordance with the laws of the province in which the office of the Bank specified below is located, except that if such office is located in the province of Quebec, then this Agreement will be governed by and construed in accordance with the laws of the province of Ontario.

IN WITNESS WHEREOF the parties have executed this Agreement.

DEBTOR:

2019/08/28

Date of Execution (YYYY MM DD)

365 PRO INSTALLATIONS INC.

By: _____

P. Bozzo

PANAGIOTI PETER BOZZO, President

NATIONAL BANK OF CANADA

2019 08 28

Date of Execution (YYYY MM DD)

By:



(Authorized signature)

ADDRESS OF DEBTOR FOR NOTICE PURPOSES:

112 Oakdale Road, Toronto, ON M3N 1V9

ADDRESS OF BANK FOR NOTICE PURPOSES:

500 Highway 7 East, Richmond Hill, Ontario L4B 1J1

SCHEDULE A

[The information required on this Schedule must be repeated for each additional Debtor if applicable]

To a General Security Agreement made as of 2019/08/ between 365 PRO INSTALLATIONS INC., as Debtor and National Bank of Canada, as Bank.

1. ADDRESS(ES) OF PLACE(S) OF BUSINESS (Section 2.1(a))

Principal residence (for individuals only): _____

Chief executive office (for businesses only)¹: _____

Registered office (for businesses only)²: 112 Oakdale Road, Toronto, ON M3N 1V9

Other place(s) of business³: _____

Governing law⁴: _____

[indicate governing law for a trust or partnership (other than a limited partnership), otherwise indicate N/A].

2. LOCATION OF INVENTORY AND EQUIPMENT (Section 2.1(b))

Address(es)⁵: 112 Oakdale Road, Toronto, ON M3N 1V9

3. EQUIPMENT CONSISTING OF SERIAL NUMBER GOODS (Section 2.1(c))⁶

¹ If the Debtor has only one place of business, indicate the address of that place of business. If the Debtor has more than one place of business, indicate the address of its place of business which is its principal decision-making centre.

² Indicate "same as above" if the registered office (legal head office) is at the same address as the chief executive office.

³ Indicate "none" if the Debtor has no other place of business.

⁴ If the Debtor is a partnership (other than a limited partnership) or a trust, indicate the stated governing law in the partnership agreement or deed of trust.

⁵ Indicate "same as above" if the inventory and equipment of the Debtor are all located at the address(es) specified in 1.

⁶ Indicate make, model, year of manufacture, serial number and any registration or governmental mark or number.

GRANTED BY: 2242462 ONTARIO LIMITED (hereafter called the "Debtor")

TO NATIONAL BANK OF CANADA (hereafter called the "Bank").

1. GRANT OF SECURITY INTEREST

1.1 Security Interest

As general and continuing security for the payment and performance of all Obligations of the Debtor to the Bank, the Debtor hereby grants to the Bank a security interest in all of the Debtor's present and after-acquired property and undertaking (collectively, the "Collateral") and also mortgages, charges and assigns the Collateral to the Bank. Without limitation, the Collateral includes all right, title and interest that the Debtor now has or may hereafter have or acquire in any manner whatsoever (including by way of an amalgamation) in all property of the following kinds:

- (a) Receivables: all debts, accounts, claims and choses in action for monetary amounts (collectively, the "Receivables");
- (b) Inventory: all inventory of whatever kind and wherever situated (collectively, the "Inventory");
- (c) Equipment: all machinery, equipment, fixtures, furniture, vehicles and other goods which are not Inventory (collectively, the "Equipment");
- (d) Securities: all shares, bonds, debentures and other securities (collectively, the "Securities");
- (e) Instruments and Money: all bills, notes, cheques and other instruments (collectively, the "Instruments") and all money;
- (f) Documents of Title and Chattel Paper: all warehouse receipts, bills of lading and other documents of title, whether negotiable or not, and all chattel paper;
- (g) Intangibles: all intangibles not otherwise described in this Section 1.1 including, without limitation, all goodwill and all patents, trademarks, copyrights and other intellectual property;
- (h) Real Property: all real and immovable property, both freehold and leasehold, together with all buildings and fixtures (collectively, the "Real Property"), and all rights under any lease or agreement relating to Real Property;
- (i) Books and Records: all books, invoices, documents and other records in any form evidencing or relating to the Collateral; and
- (j) Proceeds: all proceeds of any Collateral in any form derived directly or indirectly from any dealing with the Collateral or that indemnifies or compensates for the loss of or damage to the Collateral.

1.2 Obligations Secured

The obligations secured by this Agreement include all debts and liabilities of the Debtor to the Bank, present and future, direct and indirect, absolute and contingent, matured and unmatured, wherever and however incurred, and whether arising from dealings between the Bank and the Debtor or from other dealings by which the Bank may be or become a creditor of the Debtor and whether incurred by the Debtor alone or with another and whether as principal or guarantor or otherwise (collectively, the "Obligations").

1.3 Certain definitions

- (a) The terms "accessions", "accounts", "chattel paper", "documents of title", "equipment", "goods", "instruments", "intangibles", "inventory", "money", "proceeds" and "securities" whenever used herein have the meanings given to those terms in the Personal Property Security Act currently in effect in the province referred to in Section 6.12 below;
- (b) Any reference in this Agreement to the security granted hereby refers collectively to the security interest, mortgage, charge and assignment hereby granted in favour of the Bank.
- (c) Any reference to "Debtor" refers to the undersigned, if one, or to each undersigned, if more than one. When the term

"Debtor" designates more than one person or entity, each one shall be jointly and severally liable for the obligations stipulated herein.

1.4 Attachment of Security

The Debtor acknowledges that value has been given and agrees that the security granted hereby attaches upon the execution of this Agreement (or, in the case of any after-acquired property, at the time of acquisition by the Debtor of any rights therein).

1.5 Real Property

- (a) With respect to (and only to) Real Property, the security granted hereby is constituted by way of floating charge, but will become a fixed charge upon the earlier of (i) the Obligations becoming immediately payable, and (ii) the occurrence of any other event which by operation of law would result in such floating charge becoming a fixed charge;
- (b) The security granted hereby will not extend to the last day of the term of any lease or agreement relating to Real Property, but the Debtor will hold such last day in trust for the Bank and, upon the enforcement by the Bank of its security, will assign such last day as directed by the Bank.

2. REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 Representations and Warranties

The Debtor hereby represents and warrants to the Bank that:

- (a) the principal residence, chief executive office and registered office of the Debtor (as applicable) are located at the addresses specified in Schedule A; for the purposes of the Ontario *Personal Property Security Act*, the Debtor is governed by the law of the jurisdiction specified in Schedule A, if applicable;
- (b) the Inventory and Equipment of the Debtor are located at the addresses specified in Schedule A, except for goods in transit or on lease or consignment; and
- (c) all motor vehicles, trailers, mobile or manufactured homes, aircraft, boats and outboard motors ("Serial Numbered Goods") in which the Debtor has rights and used as equipment are fully and accurately described in Schedule "A"; the Debtor will advise the Bank promptly, in writing, of any other Serial Numbered Goods that are held as Equipment and will provide the Bank with full and complete descriptions of such Serial Numbered Goods.

2.2 Covenants

The Debtor covenants with the Bank that the Debtor will:

- (a) not change the location of its principal residence, chief executive office, registered office or its governing law, or move any of the Inventory or Equipment from the locations specified in Schedule A hereto, without the written consent of the Bank;
- (b) not change its name without first giving written notice to the Bank of its proposed new name and, if the Debtor is a corporation, not amalgamate with any other corporation without the prior written consent of the Bank;
- (c) preserve the value of the Collateral, and carry on its business in compliance with all applicable laws and regulations;
- (d) not permit any Collateral consisting of personal property to be affixed to real property or to other personal property so as to become a fixture or accession without the written consent of the Bank;
- (e) keep the Collateral free and clear of all liens, security interests, mortgages, charges, assignments and other encumbrances or interests except as permitted in writing by the Bank;

- (f) pay all taxes, levies, assessments and government fees or dues payable in respect of the Collateral as and when the same become due, and furnish to the Bank, when requested, evidence of such payment;
- (g) whenever requested by the Bank, furnish to the Bank in writing all information requested relating to the Collateral, and the Bank will be entitled from time to time to inspect the Collateral and make copies of all information relating to the Collateral and for such purposes the Bank will have access to all premises occupied by the Debtor or where the Collateral may be found;
- (h) ensure that the security granted hereby is at all times fully enforceable and perfected in respect of any Collateral; and
- (i) pay to the Bank forthwith upon demand all costs, fees and expenses (including, without limitation, all legal, receiver, consulting and accounting fees and expenses) incurred or charged by the Bank in connection with the preparation, perfection, administration and discharge of this Agreement and the preservation and exercise of the rights, powers and remedies of the Bank; and all such costs, fees and expenses will bear interest at the highest rate borne by any of the Obligations and will form part of the Obligations.

2.3 Schedule A

Each schedule referred to in this Agreement and attached hereto shall form part of this Agreement. Any subsequent modifications to a schedule will be deemed to replace and supersede the earlier version and form part of this Agreement.

3. INSURANCE

3.1 Insurance Covenant

The Debtor must obtain and maintain, at its own expense, insurance against loss or damage to the Collateral including, without limitation, loss by fire, theft, collision and such other risks as are customarily insured against for each type of Collateral, in an amount not less than the full insurable value thereof, with such insurers as are reasonably satisfactory to the Bank.

3.2 Bank loss payee

All insurance policies must name the Bank as an additional insured and loss payee and must provide that the insurer will give the Bank at least 15 days written notice of intended cancellation or non-renewal. At the Bank's request, the Debtor must furnish the Bank with evidence satisfactory to the Bank that the required insurance coverage is in effect. The Debtor must forthwith give the Bank notice of any loss or damage to the Collateral.

4. DEALING WITH COLLATERAL

4.1 Disposition of Collateral by the Debtor

The Debtor must not sell, lease or otherwise dispose of any of the Collateral without the prior written consent of the Bank, except that the Debtor may, until an Event of Default occurs hereunder, dispose of inventory in the ordinary course of its business, but all proceeds of any such disposition will continue to be subject to the security granted hereby and Section 4.4 below will apply to all such proceeds received by the Debtor.

4.2 Notification of Account Debtors

The Bank may at any time (i) give notice of this Agreement and the security granted hereby to any account debtor of the Debtor or to any other person liable to the Debtor and (ii) give notice to any such account debtor or other person to make all further payments to the Bank. Any payment or other proceeds of Collateral received by the Debtor from account debtors or from any other person liable to the Debtor, whether before or after any notice is given by the Bank will continue to be subject to the security granted hereby and Section 4.4 below will apply to all such proceeds.

4.3 Securities

The Bank may have any Securities registered in its name or in the name of its nominee and will be entitled, but not required, to exercise any of the rights that any holder of such Securities may at any time have. However, until an Event of Default occurs, the Debtor will be entitled to exercise, in a manner not prejudicial to the interests of the Bank or which would not violate this Agreement, all voting power from time to time exercisable in respect of the Securities. The Bank will not be responsible for any loss occasioned by its exercise of any of such rights. Before or after an Event of Default occurs

hereunder, the Debtor must deliver forthwith to the Bank those Securities requested by the Bank duly endorsed for transfer.

4.4 Proceeds held in Trust for the Bank

All proceeds received by the Debtor from the collection or disposition of Collateral or otherwise will be received by the Debtor as trustee for the Bank, must be held separate and apart from other property and must be paid over to the Bank upon request.

4.5 Application of Funds

All sums collected or received by the Bank in respect of the Collateral may be applied to such parts of the Obligations as the Bank in its sole discretion determines, or may be held unappropriated in a collateral account, or in the discretion of the Bank may be released to the Debtor, all without prejudice to the Bank's rights against the Debtor.

4.6 Collateral held by the Bank

In the holding of any Collateral, the Bank and any agent on its behalf is only bound to exercise the same degree of care as it would exercise with respect to similar property of its own of similar value held in the same place. The Bank and any agent on its behalf will be deemed to have exercised reasonable care with respect to the custody and preservation of the Collateral if it takes such action for that purpose as the Debtor reasonably requests in writing, but failure of the Bank or its agent to comply with any such request will not of itself be deemed a failure to exercise reasonable care.

5. DEFAULT AND REMEDIES

5.1 Events of Default

The Debtor will be in default under this Agreement upon the occurrence of any of the following events (herein referred to as an "Event of Default"):

- (a) the Debtor does not pay to the Bank when payable any sum owing under the Obligations;
- (b) the Debtor does not perform any of its covenants or obligations under this Agreement;
- (c) any representation or warranty made by the Debtor herein or in any document provided at any time to the Bank in connection with this Agreement is incorrect or misleading in any material respect;
- (d) the Debtor is in default under any other agreement with the Bank;
- (e) the Debtor ceases or threatens to cease to carry on the business currently being carried on by it or a substantial portion thereof;
- (f) the Debtor is insolvent;
- (g) the commencement of any proceeding or the taking of any step by or against the Debtor (i) for the bankruptcy, reorganization, liquidation, dissolution or winding-up of the Debtor, (ii) for an arrangement or compromise with its creditors, or (iii) for the appointment of a trustee, receiver, custodian, liquidator or any other person with similar powers with respect to the Debtor or any part of the Collateral;
- (h) the Collateral or any part thereof is seized or otherwise attached or is subject to a taking of possession by anyone and the same is not released or discharged within the shorter of a period of (i) 30 days and (ii) 10 days less than such period as would permit such property to be sold pursuant thereto; or
- (i) the Bank believes in good faith that the prospect of payment or performance of any of the Obligations is impaired or that the Collateral is in danger of being lost, damaged or confiscated, or of being encumbered by the Debtor or seized or otherwise attached.

5.2 Consequences of a Default

On or after the occurrence of any Event of Default, at the option of the Bank, (i) any or all of the Obligations not yet payable will become immediately payable, without notice; (ii) the obligation, if any, of the Bank to extend further credit to the Debtor will cease; and (iii) the security granted hereby will become immediately enforceable.

5.3 Remedies

In addition to any right or remedy otherwise provided herein or by law, on or after the occurrence of any Event of Default, the Bank will have the rights and remedies set out below, all of which may be enforced successively or concurrently.

- (a) the Bank may take possession of the Collateral and require the Debtor to assemble the Collateral and deliver or make the Collateral available to the Bank at such places as may be specified by the Bank;
- (b) the Bank may take such steps as it considers desirable to maintain, preserve or protect the Collateral;
- (c) the Bank may carry on all or any part of the business of the Debtor;
- (d) the Bank may enforce any rights of the Debtor in respect of the Collateral;
- (e) the Bank may sell, lease or otherwise dispose of the Collateral at public auction, by private tender, by private sale or otherwise either for cash or upon credit, upon such terms and conditions as the Bank may determine and without notice to the Debtor unless required by law;
- (f) the Bank may accept the Collateral in total or partial satisfaction of the Obligations in the manner provided by law;
- (g) the Bank may, for any purpose specified herein, borrow money on the security of the Collateral, which security will rank in priority to the security granted hereby;
- (h) the Bank may occupy and use all or any of the premises, buildings and plants occupied by the Debtor and use all or any of the Equipment and other property of the Debtor for such time as the Bank requires to facilitate the realization of the Collateral, free of charge; the Bank will not be liable for any rent, charges, depreciation or damages in connection with such actions; or
- (i) the Bank may appoint a receiver or receiver and manager (each herein referred to as the "Receiver") of the whole or any part of the Collateral and may remove or replace such Receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of a Receiver of the Collateral.

5.4 Powers of the Receiver

Any Receiver will have all of the rights and powers that the Bank is entitled to exercise pursuant to Section 5.3, but the Bank will not be in any way responsible for any misconduct or negligence of any such Receiver.

5.5 Liability of Bank

The Bank will not be liable or responsible for any failure to seize, collect, realize, or obtain payment with respect to the Collateral and is not bound to institute proceedings or to take other steps for the purpose of seizing, collecting, realizing or obtaining possession or payment with respect to the Collateral or for the purpose of preserving any rights of the Bank, the Debtor or any other person in respect of the Collateral. This Agreement and the security granted hereby will not render the Bank liable to observe or perform any covenant or obligation of the Debtor in any agreement or document to which the Debtor is a party or by which it is bound. In the exercise of its rights and the performance of its obligations, the Bank will only be liable for gross negligence or wilful misconduct.

5.6 Proceeds of Realization

The Bank may apply any proceeds of realization of the Collateral to payment of costs, fees and expenses mentioned in Section 2.2(i), including those related to the realization of the Collateral, and the Bank may apply any balance to payment of all other Obligations in such order as the Bank sees fit. If there is any surplus remaining, the Bank may pay it to any person entitled thereto by law of whom the Bank has knowledge and any balance remaining may be paid to the Debtor. If the realization of the Collateral fails to satisfy the Obligations, the Debtor will be liable to pay any deficiency to the Bank.

6. GENERAL

6.1 Failure of Debtor to Perform

If the Debtor fails to perform any of its covenants or obligations under this Agreement, the Bank may, in its absolute discretion, but without being required to do so, perform any such covenant or obligation. If any such covenant or obligation requires the payment of monies, the Bank may make such payment. All sums so paid by the Bank will be payable by the Debtor to the Bank and, for greater certainty, Section 2.2(i) will apply to such sums. No such performance or payment will relieve the Debtor from any default under this Agreement or any consequences of such default.

6.2 Power of Attorney

The Debtor hereby irrevocably appoints the Bank to be the attorney of the Debtor for and in the name of the Debtor to do all things and execute and deliver, documents, financing statements, demands and assignments which the Debtor is obliged to do or execute or deliver hereunder and generally to act in the name of the Debtor in the exercise of any of the powers hereby conferred on the Bank.

6.3 Appointment of Consultant

The Bank will be entitled to appoint a consultant to provide such services and advice as the Bank may determine in its sole discretion, with power to enter the Debtor's premises, to inspect and evaluate the Collateral, to make copies of the Debtor's records, to review the Debtor's business plans and projections, to assess the conduct and viability of the Debtor's business, to prepare reports on the Debtor's affairs and to distribute such reports to the Bank or to other such persons as the Bank may direct. Such consultant will act as an agent for the Bank and will owe no duty to the Debtor. The consultant is to have no managerial or advisory capacity and will have no decision making responsibility. The Debtor authorizes the Bank to provide confidential information to the consultant. All fees and expenses in connection with the engagement of a consultant are payable by the Debtor to the Bank and, for greater certainty, Section 2.2(i) will apply to such fees and expenses.

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The Bank may (i) grant extensions of time, (ii) take and perfect or abstain from taking and perfecting security, (iii) give up any security, (iv) accept compositions or compromises, (v) grant releases and discharges, and (vi) otherwise waive rights against the Debtor, debtors of the Debtor, guarantors and others and with respect to the Collateral and other security as the Bank sees fit. No such action or omission will reduce the Obligations or affect the Bank's rights hereunder.

6.5 Waivers of Legal Limitations

To the fullest extent permitted by law, the Debtor waives all of the rights, benefits and protections given by the provisions of any law which imposes limitations upon the powers, rights or remedies of a secured party, including any law which limits the rights of a secured party to both seize collateral and sue for any deficiency following realization of collateral. Without limitation, the Debtor (if a corporation) agrees that the *Limitation of Civil Rights Act* and Part IV of the *Saskatchewan Farm Securities Act* of the Province of Saskatchewan will not apply to this Agreement or any of the rights, remedies or powers of the Bank or any Receiver hereunder.

6.6 Copy of Documents and Consent to Filings

The Debtor acknowledges having received a copy of this Agreement and waives all rights to receive from the Bank a copy of any financing statement, financing change statement, or verification statement, filed or issued at any time in respect of this Agreement. The Debtor confirms its consent to the filing by the Bank or on its behalf of any such financing statement or financing change statement.

6.7 Notices

Any notice to be given to a party in connection with this Agreement will be given in writing and will be given by personal delivery, by registered mail or by electronic means, addressed to the recipient at its address specified at the end of this Agreement or such other address as may be notified by any party to the other.

6.8 Additional Security and Other Remedies

This Agreement and the security granted hereby are in addition to and not in substitution for any other security or right now or hereafter held by the Bank. This Agreement is a continuing agreement and security that will remain in full force and effect until discharged by the Bank. The Bank may sue the Debtor and enforce all of its other rights and remedies in respect of the Obligations without being required to exercise or exhaust any of its rights and remedies hereunder.

6.9 Further Assurances

The Debtor must at its expense do all things and execute and deliver all such financing statements, further assignments and documents as may be reasonably requested by the Bank for the purpose of giving effect to this Agreement and establishing compliance with the obligations of the Debtor hereunder.

6.10 Discharge

The Debtor will be entitled to a discharge of this Agreement upon written request by the Debtor and full payment, performance and satisfaction of the Obligations. No discharge will be effective unless in writing and executed by the Bank.

6.11 Severability

If any provision of this Agreement were to be found invalid or unenforceable, the remaining terms and provisions of this Agreement will remain in full force and effect.

6.12 Governing Law

This Agreement will be governed by and construed in accordance with the laws of the province in which the office of the Bank specified below is located, except that if such office is located in the province of Quebec, then this Agreement will be governed by and construed in accordance with the laws of the province of Ontario.

IN WITNESS WHEREOF the parties have executed this Agreement.

DEBTOR:

2019/08/28

Date of Execution (YYYY MM DD)

2242462 ONTARIO LIMITED

By: _____

P Bozzo

Peter Bozzo, President

NATIONAL BANK OF CANADA

2019 08 22

Date of Execution (YYYY MM DD)

By:



(Authorized signature)

ADDRESS OF DEBTOR FOR NOTICE PURPOSES:

112 OAKDALE ROAD, TORONTO, ON M3N 1V9

ADDRESS OF BANK FOR NOTICE PURPOSES:

500 Highway 7 East, Richmond Hill, Ontario L4B 1J1

SCHEDULE A

[The information required on this Schedule must be repeated for each additional Debtor if applicable]

To a General Security Agreement made as of 2019/08/____ between 2242462 ONTARIO LIMITED, as Debtor and National Bank of Canada, as Bank.

1. ADDRESS(ES) OF PLACE(S) OF BUSINESS (Section 2.1(a))

Principal residence (for individuals only): _____

Chief executive office (for businesses only)¹: _____

Registered office (for businesses only)²: 112 OAKDALE ROAD, TORONTO, ON M3N 1V9

Other place(s) of business³: _____

Governing law⁴: _____

[Indicate governing law for a trust or partnership (other than a limited partnership), otherwise indicate N/A]:

2. LOCATION OF INVENTORY AND EQUIPMENT (Section 2.1(b))

Address(es)⁵: 112 OAKDALE ROAD, TORONTO, ON M3N 1V9

3. EQUIPMENT CONSISTING OF SERIAL NUMBER GOODS (Section 2.1(c))⁶

¹ If the Debtor has only one place of business, indicate the address of that place of business. If the Debtor has more than one place of business, indicate the address of its place of business which is its principal decision-making centre.

² Indicate "same as above" if the registered office (legal head office) is at the same address as the chief executive office.

³ Indicate "none" if the Debtor has no other place of business.

⁴ If the Debtor is a partnership (other than a limited partnership) or a trust, indicate the stated governing law in the partnership agreement or deed of trust.

⁵ Indicate "same as above" if the inventory and equipment of the Debtor are all located at the address(es) specified in 1.

⁶ Indicate make, model, year of manufacture, serial number and any registration or governmental mark or number.

GENERAL SECURITY AGREEMENT
(All present and future assets)
(Canada except Quebec)

GRANTED BY: NIMBUS WATER SYSTEMS INC. (hereafter called the "Debtor")

TO NATIONAL BANK OF CANADA (hereafter called the "Bank").

1. GRANT OF SECURITY INTEREST**1.1 Security Interest**

As general and continuing security for the payment and performance of all Obligations of the Debtor to the Bank, the Debtor hereby grants to the Bank a security interest in all of the Debtor's present and after-acquired property and undertaking (collectively, the "Collateral") and also mortgages, charges and assigns the Collateral to the Bank. Without limitation, the Collateral includes all right, title and interest that the Debtor now has or may hereafter have or acquire in any manner whatsoever (including by way of an amalgamation) in all property of the following kinds:

- (a) Receivables: all debts, accounts, claims and choses in action for monetary amounts (collectively, the "Receivables");
- (b) Inventory: all inventory of whatever kind and wherever situated (collectively, the "Inventory");
- (c) Equipment: all machinery, equipment, fixtures, furniture, vehicles and other goods which are not Inventory (collectively, the "Equipment");
- (d) Securities: all shares, bonds, debentures and other securities (collectively, the "Securities");
- (e) Instruments and Money: all bills, notes, cheques and other instruments (collectively, the "Instruments") and all money;
- (f) Documents of Title and Chattel Paper: all warehouse receipts, bills of lading and other documents of title, whether negotiable or not, and all chattel paper;
- (g) Intangibles: all intangibles not otherwise described in this Section 1.1 including, without limitation, all goodwill and all patents, trademarks, copyrights and other intellectual property;
- (h) Real Property: all real and immovable property, both freehold and leasehold, together with all buildings and fixtures (collectively, the "Real Property"); and all rights under any lease or agreement relating to Real Property;
- (i) Books and Records: all books, invoices, documents and other records in any form evidencing or relating to the Collateral; and
- (j) Proceeds: all proceeds of any Collateral in any form derived directly or indirectly from any dealing with the Collateral or that indemnifies or compensates for the loss of or damage to the Collateral.

1.2 Obligations Secured

The obligations secured by this Agreement include all debts and liabilities of the Debtor to the Bank, present and future, direct and indirect, absolute and contingent, matured and unmatured, wherever and however incurred, and whether arising from dealings between the Bank and the Debtor or from other dealings by which the Bank may be or become a creditor of the Debtor and whether incurred by the Debtor alone or with another and whether as principal or guarantor or otherwise (collectively, the "Obligations").

1.3 Certain definitions

- (a) The terms "accessions", "accounts", "chattel paper", "documents of title", "equipment", "goods", "instruments", "intangibles", "inventory", "money", "proceeds" and "securities" whenever used herein have the meanings given to those terms in the Personal Property Security Act currently in effect in the province referred to in Section 6.12 below;
- (b) Any reference in this Agreement to the security granted hereby refers collectively to the security interest, mortgage, charge and assignment hereby granted in favour of the Bank.
- (c) Any reference to "Debtor" refers to the undersigned, if one, or to each undersigned, if more than one. When the term

"Debtor" designates more than one person or entity, each one shall be jointly and severally liable for the obligations stipulated herein.

1.4 Attachment of Security

The Debtor acknowledges that value has been given and agrees that the security granted hereby attaches upon the execution of this Agreement (or, in the case of any after-acquired property, at the time of acquisition by the Debtor of any rights therein).

1.5 Real Property

- (a) With respect to (and only to) Real Property, the security granted hereby is constituted by way of floating charge, but will become a fixed charge upon the earlier of (i) the Obligations becoming immediately payable, and (ii) the occurrence of any other event which by operation of law would result in such floating charge becoming a fixed charge;
- (b) The security granted hereby will not extend to the last day of the term of any lease or agreement relating to Real Property, but the Debtor will hold such last day in trust for the Bank and, upon the enforcement by the Bank of its security, will assign such last day as directed by the Bank.

2. REPRESENTATIONS, WARRANTIES AND COVENANTS**2.1 Representations and Warranties**

The Debtor hereby represents and warrants to the Bank that

- (a) the principal residence, chief executive office and registered office of the Debtor (as applicable) are located at the addresses specified in Schedule A; for the purposes of the Ontario *Personal Property Security Act*, the Debtor is governed by the law of the jurisdiction specified in Schedule A, if applicable;
- (b) the Inventory and Equipment of the Debtor are located at the addresses specified in Schedule A, except for goods in transit or on lease or consignment; and
- (c) all motor vehicles, trailers, mobile or manufactured homes, aircraft, boats and outboard motors ("Serial Numbered Goods") in which the Debtor has rights and used as equipment are fully and accurately described in Schedule "A"; the Debtor will advise the Bank promptly, in writing, of any other Serial Numbered Goods that are held as Equipment and will provide the Bank with full and complete descriptions of such Serial Numbered Goods.

2.2 Covenants

The Debtor covenants with the Bank that the Debtor will:

- (a) not change the location of its principal residence, chief executive office, registered office or its governing law, or move any of the Inventory or Equipment from the locations specified in Schedule A hereto, without the written consent of the Bank;
- (b) not change its name without first giving written notice to the Bank of its proposed new name and, if the Debtor is a corporation, not amalgamate with any other corporation without the prior written consent of the Bank;
- (c) preserve the value of the Collateral, and carry on its business in compliance with all applicable laws and regulations;
- (d) not permit any Collateral consisting of personal property to be affixed to real property or to other personal property so as to become a fixture or accession without the written consent of the Bank;
- (e) keep the Collateral free and clear of all liens, security interests, mortgages, charges, assignments and other encumbrances or interests except as permitted in writing by the Bank;

- (f) pay all taxes, levies, assessments and government fees or dues payable in respect of the Collateral as and when the same become due, and furnish to the Bank, when requested, evidence of such payment;
- (g) whenever requested by the Bank, furnish to the Bank in writing all information requested relating to the Collateral, and the Bank will be entitled from time to time to inspect the Collateral and make copies of all information relating to the Collateral and for such purposes the Bank will have access to all premises occupied by the Debtor or where the Collateral may be found;
- (h) ensure that the security granted hereby is at all times fully enforceable and perfected in respect of any Collateral; and
- (i) pay to the Bank forthwith upon demand all costs, fees and expenses (including, without limitation, all legal, receiver, consulting and accounting fees and expenses) incurred or charged by the Bank in connection with the preparation, perfection, administration and discharge of this Agreement and the preservation and exercise of the rights, powers and remedies of the Bank; and all such costs, fees and expenses will bear interest at the highest rate borne by any of the Obligations and will form part of the Obligations.

2.3 Schedule A

Each schedule referred to in this Agreement and attached hereto shall form part of this Agreement. Any subsequent modifications to a schedule will be deemed to replace and supersede the earlier version and form part of this Agreement.

3. INSURANCE

3.1 Insurance Covenant

The Debtor must obtain and maintain, at its own expense, insurance against loss or damage to the Collateral including, without limitation, loss by fire, theft, collision and such other risks as are customarily insured against for each type of Collateral, in an amount not less than the full insurable value thereof, with such insurers as are reasonably satisfactory to the Bank.

3.2 Bank loss payee

All insurance policies must name the Bank as an additional insured and loss payee and must provide that the insurer will give the Bank at least 15 days written notice of intended cancellation or non-renewal. At the Bank's request, the Debtor must furnish the Bank with evidence satisfactory to the Bank that the required insurance coverage is in effect. The Debtor must forthwith give the Bank notice of any loss or damage to the Collateral.

4. DEALING WITH COLLATERAL

4.1 Disposition of Collateral by the Debtor

The Debtor must not sell, lease or otherwise dispose of any of the Collateral without the prior written consent of the Bank, except that the Debtor may, until an Event of Default occurs hereunder, dispose of inventory in the ordinary course of its business, but all proceeds of any such disposition will continue to be subject to the security granted hereby and Section 4.4 below will apply to all such proceeds received by the Debtor.

4.2 Notification of Account Debtors

The Bank may at any time (i) give notice of this Agreement and the security granted hereby to any account debtor of the Debtor or to any other person liable to the Debtor and (ii) give notice to any such account debtor or other person to make all further payments to the Bank. Any payment or other proceeds of Collateral received by the Debtor from account debtors or from any other person liable to the Debtor, whether before or after any notice is given by the Bank will continue to be subject to the security granted hereby and Section 4.4 below will apply to all such proceeds.

4.3 Securities

The Bank may have any Securities registered in its name or in the name of its nominee and will be entitled, but not required, to exercise any of the rights that any holder of such Securities may at any time have. However, until an Event of Default occurs, the Debtor will be entitled to exercise, in a manner not prejudicial to the interests of the Bank or which would not violate this Agreement, all voting power from time to time exercisable in respect of the Securities. The Bank will not be responsible for any loss occasioned by its exercise of any of such rights. Before or after an Event of Default occurs

hereunder, the Debtor must deliver forthwith to the Bank those Securities requested by the Bank duly endorsed for transfer.

4.4 Proceeds held in Trust for the Bank

All proceeds received by the Debtor from the collection or disposition of Collateral or otherwise will be received by the Debtor as trustee for the Bank, must be held separate and apart from other property and must be paid over to the Bank upon request.

4.5 Application of Funds

All sums collected or received by the Bank in respect of the Collateral may be applied to such parts of the Obligations as the Bank in its sole discretion determines, or may be held unappropriated in a collateral account, or in the discretion of the Bank may be released to the Debtor, all without prejudice to the Bank's rights against the Debtor.

4.6 Collateral held by the Bank

In the holding of any Collateral, the Bank and any agent on its behalf is only bound to exercise the same degree of care as it would exercise with respect to similar property of its own of similar value held in the same place. The Bank and any agent on its behalf will be deemed to have exercised reasonable care with respect to the custody and preservation of the Collateral if it takes such action for that purpose as the Debtor reasonably requests in writing, but failure of the Bank or its agent to comply with any such request will not of itself be deemed a failure to exercise reasonable care.

5. DEFAULT AND REMEDIES

5.1 Events of Default

The Debtor will be in default under this Agreement upon the occurrence of any of the following events (herein referred to as an "Event of Default"):

- (a) the Debtor does not pay to the Bank when payable any sum owing under the Obligations;
- (b) the Debtor does not perform any of its covenants or obligations under this Agreement;
- (c) any representation or warranty made by the Debtor herein or in any document provided at any time to the Bank in connection with this Agreement is incorrect or misleading in any material respect;
- (d) the Debtor is in default under any other agreement with the Bank;
- (e) the Debtor ceases or threatens to cease to carry on the business currently being carried on by it or a substantial portion thereof;
- (f) the Debtor is insolvent;
- (g) the commencement of any proceeding or the taking of any step by or against the Debtor (i) for the bankruptcy, reorganization, liquidation, dissolution or winding-up of the Debtor, (ii) for an arrangement or compromise with its creditors, or (iii) for the appointment of a trustee, receiver, custodian, liquidator or any other person with similar powers with respect to the Debtor or any part of the Collateral;
- (h) the Collateral or any part thereof is seized or otherwise attached or is subject to a taking of possession by anyone and the same is not released or discharged within the shorter of a period of (i) 30 days and (ii) 10 days less than such period as would permit such property to be sold pursuant thereto; or
- (i) the Bank believes in good faith that the prospect of payment or performance of any of the Obligations is impaired or that the Collateral is in danger of being lost, damaged or confiscated, or of being encumbered by the Debtor or seized or otherwise attached.

5.2 Consequences of a Default

On or after the occurrence of any Event of Default, at the option of the Bank, (i) any or all of the Obligations not yet payable will become immediately payable, without notice, (ii) the obligation, if any, of the Bank to extend further credit to the Debtor will cease; and (iii) the security granted hereby will become immediately enforceable.

5.3 Remedies

In addition to any right or remedy otherwise provided herein or by law, on or after the occurrence of any Event of Default, the Bank will have the rights and remedies set out below, all of which may be enforced successively or concurrently:

- (a) the Bank may take possession of the Collateral and require the Debtor to assemble the Collateral and deliver or make the Collateral available to the Bank at such places as may be specified by the Bank;
- (b) the Bank may take such steps as it considers desirable to maintain, preserve or protect the Collateral;
- (c) the Bank may carry on all or any part of the business of the Debtor;
- (d) the Bank may enforce any rights of the Debtor in respect of the Collateral;
- (e) the Bank may sell, lease or otherwise dispose of the Collateral at public auction, by private tender, by private sale or otherwise either for cash or upon credit, upon such terms and conditions as the Bank may determine and without notice to the Debtor unless required by law;
- (f) the Bank may accept the Collateral in total or partial satisfaction of the Obligations in the manner provided by law;
- (g) the Bank may, for any purpose specified herein, borrow money on the security of the Collateral, which security will rank in priority to the security granted hereby;
- (h) the Bank may occupy and use all or any of the premises, buildings and plants occupied by the Debtor and use all or any of the Equipment and other property of the Debtor for such time as the Bank requires to facilitate the realization of the Collateral, free of charge; the Bank will not be liable for any rent, charges, depreciation or damages in connection with such actions; or
- (i) the Bank may appoint a receiver or receiver and manager (each herein referred to as the "Receiver") of the whole or any part of the Collateral and may remove or replace such Receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of a Receiver of the Collateral.

5.4 Powers of the Receiver

Any Receiver will have all of the rights and powers that the Bank is entitled to exercise pursuant to Section 5.3, but the Bank will not be in any way responsible for any misconduct or negligence of any such Receiver.

5.5 Liability of Bank

The Bank will not be liable or responsible for any failure to seize, collect, realize, or obtain payment with respect to the Collateral and is not bound to institute proceedings or to take other steps for the purpose of seizing, collecting, realizing or obtaining possession or payment with respect to the Collateral or for the purpose of preserving any rights of the Bank, the Debtor or any other person in respect of the Collateral. This Agreement and the security granted hereby will not render the Bank liable to observe or perform any covenant or obligation of the Debtor in any agreement or document to which the Debtor is a party or by which it is bound. In the exercise of its rights and the performance of its obligations, the Bank will only be liable for gross negligence or wilful misconduct.

5.6 Proceeds of Realization

The Bank may apply any proceeds of realization of the Collateral to payment of costs, fees and expenses mentioned in Section 2.2(i), including those related to the realization of the Collateral, and the Bank may apply any balance to payment of all other Obligations in such order as the Bank sees fit. If there is any surplus remaining, the Bank may pay it to any person entitled thereto by law of whom the Bank has knowledge and any balance remaining may be paid to the Debtor. If the realization of the Collateral fails to satisfy the Obligations, the Debtor will be liable to pay any deficiency to the Bank.

6. GENERAL

6.1 Failure of Debtor to Perform

If the Debtor fails to perform any of its covenants or obligations under this Agreement, the Bank may, in its absolute discretion, but without being required to do so, perform any such covenant or obligation. If any such covenant or obligation requires the payment of monies, the Bank may make such payment. All sums so paid by the Bank will be payable by the Debtor to the Bank and, for greater certainty, Section 2.2(i) will apply to such sums. No such performance or payment will relieve the Debtor from any default under this Agreement or any consequences of such default.

6.2 Power of Attorney

The Debtor hereby irrevocably appoints the Bank to be the attorney of the Debtor for and in the name of the Debtor to do all things and execute and deliver, documents, financing statements, demands and assignments which the Debtor is obliged to do or execute or deliver hereunder and generally to act in the name of the Debtor in the exercise of any of the powers hereby conferred on the Bank.

6.3 Appointment of Consultant

The Bank will be entitled to appoint a consultant to provide such services and advice as the Bank may determine in its sole discretion, with power to enter the Debtor's premises, to inspect and evaluate the Collateral, to make copies of the Debtor's records, to review the Debtor's business plans and projections, to assess the conduct and viability of the Debtor's business, to prepare reports on the Debtor's affairs and to distribute such reports to the Bank or to other such persons as the Bank may direct. Such consultant will act as an agent for the Bank and will owe no duty to the Debtor. The consultant is to have no managerial or advisory capacity and will have no decision making responsibility. The Debtor authorizes the Bank to provide confidential information to the consultant. All fees and expenses in connection with the engagement of a consultant are payable by the Debtor to the Bank and, for greater certainty, Section 2.2(i) will apply to such fees and expenses.

6.4 Waivers by Debtor

The Bank may (i) grant extensions of time, (ii) take and perfect or abstain from taking and perfecting security, (iii) give up any security, (iv) accept compositions or compromises, (v) grant releases and discharges, and (vi) otherwise waive rights against the Debtor, debtors of the Debtor, guarantors and others and with respect to the Collateral and other security as the Bank sees fit. No such action or omission will reduce the Obligations or affect the Bank's rights hereunder.

6.5 Waivers of Legal Limitations

To the fullest extent permitted by law, the Debtor waives all of the rights, benefits and protections given by the provisions of any law which imposes limitations upon the powers, rights or remedies of a secured party, including any law which limits the rights of a secured party to both seize collateral and sue for any deficiency following realization of collateral. Without limitation, the Debtor (if a corporation) agrees that the *Limitation of Civil Rights Act* and Part IV of the *Saskatchewan Farm Securities Act* of the Province of Saskatchewan will not apply to this Agreement or any of the rights, remedies or powers of the Bank or any Receiver hereunder.

6.6 Copy of Documents and Consent to Filings

The Debtor acknowledges having received a copy of this Agreement and waives all rights to receive from the Bank a copy of any financing statement, financing change statement, or verification statement, filed or issued at any time in respect of this Agreement. The Debtor confirms its consent to the filing by the Bank or on its behalf of any such financing statement or financing change statement.

6.7 Notices

Any notice to be given to a party in connection with this Agreement will be given in writing and will be given by personal delivery, by registered mail or by electronic means, addressed to the recipient at its address specified at the end of this Agreement or such other address as may be notified by any party to the other.

6.8 Additional Security and Other Remedies

This Agreement and the security granted hereby are in addition to and not in substitution for any other security or right now or hereafter held by the Bank. This Agreement is a continuing agreement and security that will remain in full force and effect until discharged by the Bank. The Bank may sue the Debtor and enforce all of its other rights and remedies in respect of the Obligations without being required to exercise or exhaust any of its rights and remedies hereunder.

6.9 Further Assurances

The Debtor must at its expense do all things and execute and deliver all such financing statements, further assignments and documents as may be reasonably requested by the Bank for the purpose of giving effect to this Agreement and establishing compliance with the obligations of the Debtor hereunder.

6.10 Discharge

The Debtor will be entitled to a discharge of this Agreement upon written request by the Debtor and full payment, performance and satisfaction of the Obligations. No discharge will be effective unless in writing and executed by the Bank.

6.11 Severability

If any provision of this Agreement were to be found invalid or unenforceable, the remaining terms and provisions of this Agreement will remain in full force and effect.

6.12 Governing Law

This Agreement will be governed by and construed in accordance with the laws of the province in which the office of the Bank specified below is located, except that if such office is located in the province of Quebec, then this Agreement will be governed by and construed in accordance with the laws of the province of Ontario.

IN WITNESS WHEREOF the parties have executed this Agreement.

DEBTOR:

2019/08/28

Date of Execution (YYYY MM DD)

NIMBUS WATER SYSTEMS INC.

By: _____


PETER BOZZO, President

NATIONAL BANK OF CANADA

2019 02 28
Date of Execution (YYYY MM DD)

By: 
(Authorized signature)

ADDRESS OF DEBTOR FOR NOTICE PURPOSES:

ADDRESS OF BANK FOR NOTICE PURPOSES:

SCHEDULE A

[The information required on this Schedule must be repeated for each additional Debtor if applicable]

To a General Security Agreement made as of _____ between _____, as Debtor and National Bank of Canada, as Bank.

1. ADDRESS(ES) OF PLACE(S) OF BUSINESS (Section 2.1(a))

Principal residence (for individuals only): _____

Chief executive office (for businesses only)¹: _____

Registered office (for businesses only)²: _____

Other place(s) of business³: _____

Governing law⁴: _____

[indicate governing law for a trust or partnership (other than a limited partnership), otherwise indicate N/A]:

2. LOCATION OF INVENTORY AND EQUIPMENT (Section 2.1(b))

Address(es)⁵:

3. EQUIPMENT CONSISTING OF SERIAL NUMBER GOODS (Section 2.1(c))⁶

¹ If the Debtor has only one place of business, indicate the address of that place of business. If the Debtor has more than one place of business, indicate the address of its place of business which is its principal decision-making centre.

² Indicate "same as above" if the registered office (legal head office) is at the same address as the chief executive office.

³ Indicate "none" if the Debtor has no other place of business.

⁴ If the Debtor is a partnership (other than a limited partnership) or a trust, indicate the stated governing law in the partnership agreement or deed of trust.

⁵ Indicate "same as above" if the inventory and equipment of the Debtor are all located at the address(es) specified in 1.

⁶ Indicate make, model, year of manufacture, serial number and any registration or governmental mark or number.

GRANTED BY: WATER FILTER CART INC. (hereafter called the "Debtor")

TO NATIONAL BANK OF CANADA (hereafter called the "Bank").

1. GRANT OF SECURITY INTEREST

1.1 Security Interest

As general and continuing security for the payment and performance of all Obligations of the Debtor to the Bank, the Debtor hereby grants to the Bank a security interest in all of the Debtor's present and after-acquired property and undertaking (collectively, the "Collateral") and also mortgages, charges and assigns the Collateral to the Bank. Without limitation, the Collateral includes all right, title and interest that the Debtor now has or may hereafter have or acquire in any manner whatsoever (including by way of an amalgamation) in all property of the following kinds:

- (a) Receivables: all debts, accounts, claims and choses in action for monetary amounts (collectively, the "Receivables");
- (b) Inventory: all inventory of whatever kind and wherever situated (collectively, the "Inventory");
- (c) Equipment: all machinery, equipment, fixtures, furniture, vehicles and other goods which are not Inventory (collectively, the "Equipment");
- (d) Securities: all shares, bonds, debentures and other securities (collectively, the "Securities");
- (e) Instruments and Money: all bills, notes, cheques and other instruments (collectively, the "Instruments") and all money;
- (f) Documents of Title and Chattel Paper: all warehouse receipts, bills of lading and other documents of title, whether negotiable or not, and all chattel paper;
- (g) Intangibles: all intangibles not otherwise described in this Section 1.1 including, without limitation, all goodwill and all patents, trademarks, copyrights and other intellectual property;
- (h) Real Property: all real and immovable property, both freehold and leasehold, together with all buildings and fixtures (collectively, the "Real Property"), and all rights under any lease or agreement relating to Real Property;
- (i) Books and Records: all books, invoices, documents and other records in any form evidencing or relating to the Collateral; and
- (j) Proceeds: all proceeds of any Collateral in any form derived directly or indirectly from any dealing with the Collateral or that indemnifies or compensates for the loss of or damage to the Collateral.

1.2 Obligations Secured

The obligations secured by this Agreement include all debts and liabilities of the Debtor to the Bank, present and future, direct and indirect, absolute and contingent, matured and unmatured, wherever and however incurred, and whether arising from dealings between the Bank and the Debtor or from other dealings by which the Bank may be or become a creditor of the Debtor and whether incurred by the Debtor alone or with another and whether as principal or guarantor or otherwise (collectively, the "Obligations").

1.3 Certain definitions

- (a) The terms "accessions", "accounts", "chattel paper", "documents of title", "equipment", "goods", "instruments", "intangibles", "inventory", "money", "proceeds" and "securities" whenever used herein have the meanings given to those terms in the Personal Property Security Act currently in effect in the province referred to in Section 6.12 below;
- (b) Any reference in this Agreement to the security granted hereby refers collectively to the security interest, mortgage, charge and assignment hereby granted in favour of the Bank.
- (c) Any reference to "Debtor" refers to the undersigned, if one, or to each undersigned, if more than one. When the term

"Debtor" designates more than one person or entity, each one shall be jointly and severally liable for the obligations stipulated herein.

1.4 Attachment of Security

The Debtor acknowledges that value has been given and agrees that the security granted hereby attaches upon the execution of this Agreement (or, in the case of any after-acquired property, at the time of acquisition by the Debtor of any rights therein)

1.5 Real Property

- (a) With respect to (and only to) Real Property, the security granted hereby is constituted by way of floating charge, but will become a fixed charge upon the earlier of (i) the Obligations becoming immediately payable, and (ii) the occurrence of any other event which by operation of law would result in such floating charge becoming a fixed charge;
- (b) The security granted hereby will not extend to the last day of the term of any lease or agreement relating to Real Property, but the Debtor will hold such last day in trust for the Bank and, upon the enforcement by the Bank of its security, will assign such last day as directed by the Bank.

2. REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 Representations and Warranties

The Debtor hereby represents and warrants to the Bank that:

- (a) the principal residence, chief executive office and registered office of the Debtor (as applicable) are located at the addresses specified in Schedule A; for the purposes of the Ontario *Personal Property Security Act*, the Debtor is governed by the law of the jurisdiction specified in Schedule A, if applicable;
- (b) the Inventory and Equipment of the Debtor are located at the addresses specified in Schedule A, except for goods in transit or on lease or consignment; and
- (c) all motor vehicles, trailers, mobile or manufactured homes, aircraft, boats and outboard motors ("Serial Numbered Goods") in which the Debtor has rights and used as equipment are fully and accurately described in Schedule "A"; the Debtor will advise the Bank promptly, in writing, of any other Serial Numbered Goods that are held as Equipment and will provide the Bank with full and complete descriptions of such Serial Numbered Goods.

2.2 Covenants

The Debtor covenants with the Bank that the Debtor will:

- (a) not change the location of its principal residence, chief executive office, registered office or its governing law, or move any of the Inventory or Equipment from the locations specified in Schedule A hereto, without the written consent of the Bank;
- (b) not change its name without first giving written notice to the Bank of its proposed new name and, if the Debtor is a corporation, not amalgamate with any other corporation without the prior written consent of the Bank;
- (c) preserve the value of the Collateral, and carry on its business in compliance with all applicable laws and regulations;
- (d) not permit any Collateral consisting of personal property to be affixed to real property or to other personal property so as to become a fixture or accession without the written consent of the Bank;
- (e) keep the Collateral free and clear of all liens, security interests, mortgages, charges, assignments and other encumbrances or interests except as permitted in writing by the Bank;

- (f) pay all taxes, levies, assessments and government fees or dues payable in respect of the Collateral as and when the same become due, and furnish to the Bank, when requested, evidence of such payment;
- (g) whenever requested by the Bank, furnish to the Bank in writing all information requested relating to the Collateral, and the Bank will be entitled from time to time to inspect the Collateral and make copies of all information relating to the Collateral and for such purposes the Bank will have access to all premises occupied by the Debtor or where the Collateral may be found;
- (h) ensure that the security granted hereby is at all times fully enforceable and perfected in respect of any Collateral; and
- (i) pay to the Bank forthwith upon demand all costs, fees and expenses (including, without limitation, all legal, receiver, consulting and accounting fees and expenses) incurred or charged by the Bank in connection with the preparation, perfection, administration and discharge of this Agreement and the preservation and exercise of the rights, powers and remedies of the Bank; and all such costs, fees and expenses will bear interest at the highest rate borne by any of the Obligations and will form part of the Obligations.

2.3 Schedule A

Each schedule referred to in this Agreement and attached hereto shall form part of this Agreement. Any subsequent modifications to a schedule will be deemed to replace and supersede the earlier version and form part of this Agreement.

3. INSURANCE

3.1 Insurance Covenant

The Debtor must obtain and maintain, at its own expense, insurance against loss or damage to the Collateral including, without limitation, loss by fire, theft, collision and such other risks as are customarily insured against for each type of Collateral, in an amount not less than the full insurable value thereof, with such insurers as are reasonably satisfactory to the Bank.

3.2 Bank loss payee

All insurance policies must name the Bank as an additional insured and loss payee and must provide that the insurer will give the Bank at least 15 days written notice of intended cancellation or non-renewal. At the Bank's request, the Debtor must furnish the Bank with evidence satisfactory to the Bank that the required insurance coverage is in effect. The Debtor must forthwith give the Bank notice of any loss or damage to the Collateral.

4. DEALING WITH COLLATERAL

4.1 Disposition of Collateral by the Debtor

The Debtor must not sell, lease or otherwise dispose of any of the Collateral without the prior written consent of the Bank, except that the Debtor may, until an Event of Default occurs hereunder, dispose of inventory in the ordinary course of its business, but all proceeds of any such disposition will continue to be subject to the security granted hereby and Section 4.4 below will apply to all such proceeds received by the Debtor.

4.2 Notification of Account Debtors

The Bank may at any time (i) give notice of this Agreement and the security granted hereby to any account debtor of the Debtor or to any other person liable to the Debtor and (ii) give notice to any such account debtor or other person to make all further payments to the Bank. Any payment or other proceeds of Collateral received by the Debtor from account debtors or from any other person liable to the Debtor, whether before or after any notice is given by the Bank will continue to be subject to the security granted hereby and Section 4.4 below will apply to all such proceeds.

4.3 Securities

The Bank may have any Securities registered in its name or in the name of its nominee and will be entitled, but not required, to exercise any of the rights that any holder of such Securities may at any time have. However, until an Event of Default occurs, the Debtor will be entitled to exercise, in a manner not prejudicial to the interests of the Bank or which would not violate this Agreement, all voting power from time to time exercisable in respect of the Securities. The Bank will not be responsible for any loss occasioned by its exercise of any of such rights. Before or after an Event of Default occurs

hereunder, the Debtor must deliver forthwith to the Bank those Securities requested by the Bank duly endorsed for transfer.

4.4 Proceeds held in Trust for the Bank

All proceeds received by the Debtor from the collection or disposition of Collateral or otherwise will be received by the Debtor as trustee for the Bank, must be held separate and apart from other property and must be paid over to the Bank upon request.

4.5 Application of Funds

All sums collected or received by the Bank in respect of the Collateral may be applied to such parts of the Obligations as the Bank in its sole discretion determines, or may be held unappropriated in a collateral account, or in the discretion of the Bank may be released to the Debtor, all without prejudice to the Bank's rights against the Debtor.

4.6 Collateral held by the Bank

In the holding of any Collateral, the Bank and any agent on its behalf is only bound to exercise the same degree of care as it would exercise with respect to similar property of its own of similar value held in the same place. The Bank and any agent on its behalf will be deemed to have exercised reasonable care with respect to the custody and preservation of the Collateral if it takes such action for that purpose as the Debtor reasonably requests in writing, but failure of the Bank or its agent to comply with any such request will not of itself be deemed a failure to exercise reasonable care.

5. DEFAULT AND REMEDIES

5.1 Events of Default

The Debtor will be in default under this Agreement upon the occurrence of any of the following events (herein referred to as an "Event of Default"):

- (a) the Debtor does not pay to the Bank when payable any sum owing under the Obligations;
- (b) the Debtor does not perform any of its covenants or obligations under this Agreement;
- (c) any representation or warranty made by the Debtor herein or in any document provided at any time to the Bank in connection with this Agreement is incorrect or misleading in any material respect;
- (d) the Debtor is in default under any other agreement with the Bank;
- (e) the Debtor ceases or threatens to cease to carry on the business currently being carried on by it or a substantial portion thereof;
- (f) the Debtor is insolvent;
- (g) the commencement of any proceeding or the taking of any step by or against the Debtor (i) for the bankruptcy, reorganization, liquidation, dissolution or winding-up of the Debtor, (ii) for an arrangement or compromise with its creditors, or (iii) for the appointment of a trustee, receiver, custodian, liquidator or any other person with similar powers with respect to the Debtor or any part of the Collateral;
- (h) the Collateral or any part thereof is seized or otherwise attached or is subject to a taking of possession by anyone and the same is not released or discharged within the shorter of a period of (i) 30 days and (ii) 10 days less than such period as would permit such property to be sold pursuant thereto; or
- (i) the Bank believes in good faith that the prospect of payment or performance of any of the Obligations is impaired or that the Collateral is in danger of being lost, damaged or confiscated, or of being encumbered by the Debtor or seized or otherwise attached.

5.2 Consequences of a Default

On or after the occurrence of any Event of Default, at the option of the Bank, (i) any or all of the Obligations not yet payable will become immediately payable, without notice; (ii) the obligation, if any, of the Bank to extend further credit to the Debtor will cease; and (iii) the security granted hereby will become immediately enforceable.

5.3 Remedies

In addition to any right or remedy otherwise provided herein or by law, on or after the occurrence of any Event of Default, the Bank will have the rights and remedies set out below, all of which may be enforced successively or concurrently:

- (a) the Bank may take possession of the Collateral and require the Debtor to assemble the Collateral and deliver or make the Collateral available to the Bank at such places as may be specified by the Bank;
- (b) the Bank may take such steps as it considers desirable to maintain, preserve or protect the Collateral;
- (c) the Bank may carry on all or any part of the business of the Debtor;
- (d) the Bank may enforce any rights of the Debtor in respect of the Collateral;
- (e) the Bank may sell, lease or otherwise dispose of the Collateral at public auction, by private tender, by private sale or otherwise either for cash or upon credit, upon such terms and conditions as the Bank may determine and without notice to the Debtor unless required by law;
- (f) the Bank may accept the Collateral in total or partial satisfaction of the Obligations in the manner provided by law;
- (g) the Bank may, for any purpose specified herein, borrow money on the security of the Collateral, which security will rank in priority to the security granted hereby;
- (h) the Bank may occupy and use all or any of the premises, buildings and plants occupied by the Debtor and use all or any of the Equipment and other property of the Debtor for such time as the Bank requires to facilitate the realization of the Collateral, free of charge; the Bank will not be liable for any rent, charges, depreciation or damages in connection with such actions; or
- (i) the Bank may appoint a receiver or receiver and manager (each herein referred to as the "Receiver") of the whole or any part of the Collateral and may remove or replace such Receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of a Receiver of the Collateral.

5.4 Powers of the Receiver

Any Receiver will have all of the rights and powers that the Bank is entitled to exercise pursuant to Section 5.3, but the Bank will not be in any way responsible for any misconduct or negligence of any such Receiver.

5.5 Liability of Bank

The Bank will not be liable or responsible for any failure to seize, collect, realize, or obtain payment with respect to the Collateral and is not bound to institute proceedings or to take other steps for the purpose of seizing, collecting, realizing or obtaining possession or payment with respect to the Collateral or for the purpose of preserving any rights of the Bank, the Debtor or any other person in respect of the Collateral. This Agreement and the security granted hereby will not render the Bank liable to observe or perform any covenant or obligation of the Debtor in any agreement or document to which the Debtor is a party or by which it is bound. In the exercise of its rights and the performance of its obligations, the Bank will only be liable for gross negligence or wilful misconduct.

5.6 Proceeds of Realization

The Bank may apply any proceeds of realization of the Collateral to payment of costs, fees and expenses mentioned in Section 2.2(i), including those related to the realization of the Collateral, and the Bank may apply any balance to payment of all other Obligations in such order as the Bank sees fit. If there is any surplus remaining, the Bank may pay it to any person entitled thereto by law of whom the Bank has knowledge and any balance remaining may be paid to the Debtor. If the realization of the Collateral fails to satisfy the Obligations, the Debtor will be liable to pay any deficiency to the Bank.

6. GENERAL

6.1 Failure of Debtor to Perform

If the Debtor fails to perform any of its covenants or obligations under this Agreement, the Bank may, in its absolute discretion, but without being required to do so, perform any such covenant or obligation. If any such covenant or obligation requires the payment of monies, the Bank may make such payment. All sums so paid by the Bank will be payable by the Debtor to the Bank and, for greater certainty, Section 2.2(i) will apply to such sums. No such performance or payment will relieve the Debtor from any default under this Agreement or any consequences of such default.

6.2 Power of Attorney

The Debtor hereby irrevocably appoints the Bank to be the attorney of the Debtor for and in the name of the Debtor to do all things and execute and deliver, documents, financing statements, demands and assignments which the Debtor is obliged to do or execute or deliver hereunder and generally to act in the name of the Debtor in the exercise of any of the powers hereby conferred on the Bank.

6.3 Appointment of Consultant

The Bank will be entitled to appoint a consultant to provide such services and advice as the Bank may determine in its sole discretion, with power to enter the Debtor's premises, to inspect and evaluate the Collateral, to make copies of the Debtor's records, to review the Debtor's business plans and projections, to assess the conduct and viability of the Debtor's business, to prepare reports on the Debtor's affairs and to distribute such reports to the Bank or to other such persons as the Bank may direct. Such consultant will act as an agent for the Bank and will owe no duty to the Debtor. The consultant is to have no managerial or advisory capacity and will have no decision making responsibility. The Debtor authorizes the Bank to provide confidential information to the consultant. All fees and expenses in connection with the engagement of a consultant are payable by the Debtor to the Bank and, for greater certainty, Section 2.2(i) will apply to such fees and expenses.

6.4 Waivers by Debtor

The Bank may (i) grant extensions of time, (ii) take and perfect or abstain from taking and perfecting security, (iii) give up any security, (iv) accept compositions or compromises, (v) grant releases and discharges, and (vi) otherwise waive rights against the Debtor, debtors of the Debtor, guarantors and others and with respect to the Collateral and other security as the Bank sees fit. No such action or omission will reduce the Obligations or affect the Bank's rights hereunder.

6.5 Waivers of Legal Limitations

To the fullest extent permitted by law, the Debtor waives all of the rights, benefits and protections given by the provisions of any law which imposes limitations upon the powers, rights or remedies of a secured party, including any law which limits the rights of a secured party to both seize collateral and sue for any deficiency following realization of collateral. Without limitation, the Debtor (if a corporation) agrees that the *Limitation of Civil Rights Act* and Part IV of the *Saskatchewan Farm Securities Act* of the Province of Saskatchewan will not apply to this Agreement or any of the rights, remedies or powers of the Bank or any Receiver hereunder.

6.6 Copy of Documents and Consent to Filings

The Debtor acknowledges having received a copy of this Agreement and waives all rights to receive from the Bank a copy of any financing statement, financing change statement, or verification statement, filed or issued at any time in respect of this Agreement. The Debtor confirms its consent to the filing by the Bank or on its behalf of any such financing statement or financing change statement.

6.7 Notices

Any notice to be given to a party in connection with this Agreement will be given in writing and will be given by personal delivery, by registered mail or by electronic means, addressed to the recipient at its address specified at the end of this Agreement or such other address as may be notified by any party to the other.

6.8 Additional Security and Other Remedies

This Agreement and the security granted hereby are in addition to and not in substitution for any other security or right now or hereafter held by the Bank. This Agreement is a continuing agreement and security that will remain in full force and effect until discharged by the Bank. The Bank may sue the Debtor and enforce all of its other rights and remedies in respect of the Obligations without being required to exercise or exhaust any of its rights and remedies hereunder.

6.9 Further Assurances

The Debtor must at its expense do all things and execute and deliver all such financing statements, further assignments and documents as may be reasonably requested by the Bank for the purpose of giving effect to this Agreement and establishing compliance with the obligations of the Debtor hereunder.

6.10 Discharge

The Debtor will be entitled to a discharge of this Agreement upon written request by the Debtor and full payment, performance and satisfaction of the Obligations. No discharge will be effective unless in writing and executed by the Bank.

6.11 Severability

If any provision of this Agreement were to be found invalid or unenforceable, the remaining terms and provisions of this Agreement will remain in full force and effect.

6.12 Governing Law

This Agreement will be governed by and construed in accordance with the laws of the province in which the office of the Bank specified below is located, except that if such office is located in the province of Quebec, then this Agreement will be governed by and construed in accordance with the laws of the province of Ontario.

IN WITNESS WHEREOF the parties have executed this Agreement.

DEBTOR:

2019/08/28

Date of Execution (YYYY MM DD)

WATER FILTER CART INC.

By: _____

P. Bozzo

Panagioti (Peter) Bozzo, President

NATIONAL BANK OF CANADA

2019 08 28
Date of Execution (YYYY MM DD)

By:  _____
(Authorized signature)

ADDRESS OF DEBTOR FOR NOTICE PURPOSES:
112 OAKDALE ROAD, TORONTO, ON M3N 1V9

ADDRESS OF BANK FOR NOTICE PURPOSES:
500 Highway 7 East, Richmond Hill, Ontario L4B 1J1

SCHEDULE A

[The information required on this Schedule must be repeated for each additional Debtor if applicable]

To a General Security Agreement made as of 2019/08/____ between WATER FILTER CART INC., as Debtor and National Bank of Canada, as Bank.

1. ADDRESS(ES) OF PLACE(S) OF BUSINESS (Section 2.1(a))

Principal residence (for individuals only): _____

Chief executive office (for businesses only)¹: _____

Registered office (for businesses only)²: 112 OAKDALE ROAD, TORONTO, ON M3N 1V9

Other place(s) of business³: _____

Governing law⁴: _____

[indicate governing law for a trust or partnership (other than a limited partnership), otherwise indicate N/A]:

2. LOCATION OF INVENTORY AND EQUIPMENT (Section 2.1(b))

Address(es)⁵: 112 OAKDALE ROAD, TORONTO, ON M3N 1V9

3. EQUIPMENT CONSISTING OF SERIAL NUMBER GOODS (Section 2.1(c))⁶

¹ If the Debtor has only one place of business, indicate the address of that place of business. If the Debtor has more than one place of business, indicate the address of its place of business which is its principal decision-making centre.

² Indicate "same as above" if the registered office (legal head office) is at the same address as the chief executive office.

³ Indicate "none" if the Debtor has no other place of business.

⁴ If the Debtor is a partnership (other than a limited partnership) or a trust, indicate the stated governing law in the partnership agreement or deed of trust.

⁵ Indicate "same as above" if the inventory and equipment of the Debtor are all located at the address(es) specified in 1.

⁶ Indicate make, model, year of manufacture, serial number and any registration or governmental mark or number.

RESOLUTION RE: GUARANTEE

RESOLUTION OF THE BOARD OF DIRECTORS OF

365 PRO INSTALLATIONS INC.

CIS 1013023

(Name of Corporation)

In consideration of the loans and advances of money granted or which may be granted by National Bank of Canada (the "Bank") to its Client, NIMBUS ENVIRONMENTAL SOLUTIONS INC.

for the purpose of its business, and generally, in consideration of the business relations between the Bank and its Client as well as the business relations between said Client and this Corporation, and whereas the financial assistance provided to said Client in the manner hereinafter referred to is in the best interests of this Corporation,

NOW THEREFORE BE IT RESOLVED:

That this Corporation be and is hereby authorized to guarantee the payment of all sums of money, which NIMBUS ENVIRONMENTAL SOLUTIONS INC.

the Client owes or in the future may owe to the Bank up to an amount of UNLIMITED

dollars (\$ _____) in principal, interest, costs and incidental charges. Such guarantee shall bind this Corporation jointly and severally with the Client and shall be subject to all the terms and conditions set out on the form used at the Bank, entitled "Guarantee", a copy of which is attached hereto after having been submitted to the Directors

and that

Peter Bozzo and _____, respectively

and _____, be authorized and instructed to jointly sign and execute said guarantee for and on behalf of the Corporation and that the financial assistance provided by this Corporation to said Client in said guarantee and any security required from time to time by the Bank in connection with said guarantee is in the best interests of this Corporation.

The foregoing is certified to be a true copy of a Resolution of the Board of Directors of 365 PRO INSTALLATIONS INC.

duly passed on August, 2019 and which remains in full force and effect.

Dated at Vaughan this 28 day of August, 2019

Secretary
Peter Bozzo

P Bozzo
(Seal)

CIS 1013023

To: NATIONAL BANK OF CANADA

1. In consideration of National Bank of Canada (hereinafter the "Bank") dealing with NIMBUS ENVIRONMENTAL SOLUTIONS INC. (the "Client"), the undersigned and each of them, if more than one, jointly and severally guarantee(s) payment to the Bank of all present and future debts and liabilities of the Client (direct or indirect, absolute or contingent, matured or otherwise), whether incurred by the Client alone or jointly with any person or persons, or otherwise howsoever, including all costs and disbursements incurred by the Bank in recovering or attempting to recover said debts and liabilities (the "Secured Indebtedness"), provided they are limited to UNLIMITED in Canadian/U.S. dollars (\$ _____) with interest thereon from the date payment is demanded, at the rate agreed upon between the Bank and the Client.
2. In this guarantee, the term "Guarantor" means the undersigned and, if there is more than one, each of them. This guarantee is a continuing guarantee and will subsist notwithstanding occasional repayment of the Secured Indebtedness in whole or in part.
3. All monies, advances, renewals and credits borrowed or effectively obtained by the Client from the Bank will be deemed to form part of the Secured Indebtedness, notwithstanding any lack of power, incapacity or disability of the Client or of the directors, partners or agents thereof, or that the Client may not be a legal or suable entity, or any irregularity, defect or invalidity in the borrowing or obtaining of such monies, advances, renewals or credits, in each case whether known to the Bank or not.
4. This guarantee will not be affected by any event, condition or circumstance or any act, delay, abstention or omission to act of any kind by the Client, the Bank or any other person, that might constitute a legal or equitable defence to or a discharge, limitation or reduction of the Guarantor's obligations hereunder, including (i) the death or loss or diminution of capacity of the Client or of the Guarantor, (ii) any change in the name of the Client or in the membership of the firm of the Client through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, (iii) the acquisition of the business of the Client by anyone, (iv) any change whatsoever in the objects, capital structure or constitution of the Client, (v) the Client or the business of the Client being amalgamated with a firm or corporation, or (vi) the bankruptcy, insolvency or winding up of the Client or any other person.
5. The Guarantor will be solely responsible for making his independent appraisal and investigation of the financial condition of the Client and for the assessment of the risks arising from this guarantee. The Bank will have no obligation to advise the Guarantor of any change in the financial condition of the Client or in the Bank's dealings with the Client.
6. This guarantee will not be diminished or modified on account of any act on the part of the Bank which would prevent subrogation from operating in favour of the Guarantor. The Bank, without exonerating in whole or in part the Guarantor, may (i) amend the terms and conditions of the debts and liabilities hereby guaranteed, (ii) grant time, renewals, extensions, indulgences, releases and discharges to and take security from the Guarantor, (iii) abstain from taking, perfecting, registering, renewing or realizing on security, (iv) accept compromises and (v) otherwise deal with the Client and with any other person or persons, including any other guarantors, as it may see fit.
7. All monies received by the Bank from the Client or from any other person, capable of being applied by the Bank in reduction of the Secured Indebtedness will be considered payments in gross and the Guarantor will have no right to claim them to reduce its liability under this guarantee. The Bank will have the right to apply these monies as it may see fit, not being bound by the law of imputation. The Guarantor will have no right to be subrogated to the Bank until the Bank will have received payment in full of its claims against the Client with interest and costs.
8. The Bank will not be obliged to exhaust its recourse against the Client or other persons or the security it may hold before being entitled to payment from the Guarantor of the Secured Indebtedness and it will not be obliged to offer or deliver its security before its whole claim has been paid. The Guarantor waives all benefits of discussion and division.
9. The Guarantor will be bound by any account settled between the Bank and the Client and, if no such account has been so settled, any account stated by the Bank will be accepted by the Guarantor as conclusive evidence of the amount which at the date of the account so stated is due by the Client to the Bank.
10. The Guarantor will make payment to the Bank of the amount of his liability forthwith after demand therefor is made in writing. Such demand will be deemed to have been made when a postage-paid envelope containing it addressed to the Guarantor at his last address known to the Bank is mailed. The liability of the Guarantor will bear interest from the date of such demand at the rate or rates then applicable to the Secured Indebtedness of the Client to the Bank.
11. All indebtedness and liability, present and future, of the Client to the Guarantor are hereby postponed to the Secured Indebtedness of the Client to the Bank. All monies received from the Client or on his behalf by the Guarantor will be held in his capacity as agent and trustee for the Bank and will be paid over to the Bank forthwith. Any amount thereby received by the Guarantor will not reduce the Client's obligations to the Bank as long as this amount has not been paid to the Bank.

Any payment to which the Guarantor may be entitled to in the absence of this subordination will have to be made in favour of the Bank by the entity making the payment (i.e., the Client, a trustee in bankruptcy or further to a proposal by the Client, a liquidator, an entity carrying out a forced disposal of the assets of the Client or any other person). The Guarantor undertakes to give instructions to the entity making the payment to make this payment directly to the Bank.

Moreover, all indebtedness and liability, present and future, of the Client to the Guarantor are hereby assigned to the Bank as additional security for payment of the Secured Indebtedness. In the event that the guarantee is terminated pursuant to Section 13, this subordination and assignment will subsist until full payment of the Secured Indebtedness for which the Guarantor is liable on the date of termination.
12. This guarantee will bind the Guarantor together with his heirs, successors, executors, administrators, legal representatives and assigns until termination thereof by notice in writing to the manager of the Bank branch at which the Client's account is held, but such termination by the Guarantor or his heirs, successors, executors, administrators, legal representatives or assigns will not prevent the continuance of the liability hereunder of any other guarantor.
13. The Guarantor will indemnify the Bank for any loss suffered by the Bank if any of the debts and liabilities intended to be guaranteed hereunder is not recoverable from the Guarantor under the other provisions of this guarantee. The amount of the loss will be equal to the amount which the Bank would otherwise have been entitled to recover.
14. 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 without prejudice to any other security, by whomsoever given, held at any time by the Bank and the Bank will be under no obligation to marshal in favour of the Guarantor any such security or any of the funds or assets the Bank may be entitled to receive or have a claim upon. All the provisions of such other guarantee remain in force.
15. This guarantee and agreement will be valid 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 will be conclusive evidence against the Guarantor that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any condition has been

complied with. None of the parties will be bound by any representation or promise made by any person relative thereto which is not embodied herein. The liability of each Guarantor hereunder begins on the date of his signature on this guarantee.

- 16. This guarantee will be binding upon the undersigned and any of them, if more than one, jointly and severally between them and with the Client and also upon their heirs, executors, administrators and successors and will extend to and enure to the benefit of the successors and assigns of the Bank. Each and every provision hereof is severable and should any provision hereof be illegal or not enforceable for any reason whatsoever, such illegality or invalidity will not affect the other provisions hereof.
- 17. This guarantee will be construed and governed in accordance with the laws of the Province of Ontario and the Guarantor agrees that any legal suit, action or proceeding arising out of or relating to this guarantee may be instituted in the courts of such province, and the Guarantor hereby accepts and irrevocably submits to the jurisdiction of the said courts, and acknowledges their competence and agrees to be bound by any judgment thereof, provided that nothing herein will limit the Bank's right to bring proceedings against the Guarantor elsewhere.
- 18. The Guarantor acknowledges having read and taken cognizance of this guarantee before signing it and declares that he understands perfectly the terms, conditions and undertakings contained herein. The Guarantor also acknowledges having received a copy of this guarantee on the date hereof.

IN WITNESS WHEREOF the Guarantor has signed and affixed his seal at The City of Vaughan
 this 28 day of AUGUST, 2019

SIGNED, SEALED AND DELIVERED

365 PRO INSTALLATIONS INC.

Per: [Signature]
 Name: Peter Bozzo
 Title: President

I have the authority to bind the corporation.

RESOLUTION RE: GUARANTEE

RESOLUTION OF THE BOARD OF DIRECTORS OF
NIMBUS WATER SYSTEMS INC. CIS 1013022

(Name of Corporation)

In consideration of the loans and advances of money granted or which may be granted by National Bank of Canada (the "Bank") to its Client, _____ for the purpose of its business, and generally, in consideration of the business relations between the Bank and its Client as well as the business relations between said Client and this Corporation, and whereas the financial assistance provided to said Client in the manner hereinafter referred to is in the best interests of this Corporation,

NOW THEREFORE BE IT RESOLVED:

That this Corporation be and is hereby authorized to guarantee the payment of all sums of money, which NIMBUS ENVIRONMENTAL SOLUTIONS INC.

the Client owes or in the future may owe to the Bank up to an amount of **UNLIMITED**

dollars (\$ _____) in principal, interest, costs and incidental charges. Such guarantee shall bind this Corporation jointly and severally with the Client and shall be subject to all the terms and conditions set out on the form used at the Bank, entitled "Guarantee", a copy of which is attached hereto after having been submitted to the Directors

and that

Peter Bozzo _____ and _____, respectively

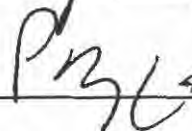
_____ and _____, be authorized and instructed to jointly sign and execute said guarantee for and on behalf of the Corporation and that the financial assistance provided by this Corporation to said Client in said guarantee and any security required from time to time by the Bank in connection with said guarantee is in the best interests of this Corporation.

The foregoing is certified to be a true copy of a Resolution of the Board of Directors of NIMBUS WATER SYSTEMS INC.

duly passed on August, 2019 and which remains in full force and effect.

Dated at Vaughan this 28 day of August, 2019

Secretary
Peter Bozzo



(Seal)

CIS 1013022

To: NATIONAL BANK OF CANADA

1. In consideration of National Bank of Canada (hereinafter the "Bank") dealing with

NIMBUS ENVIRONMENTAL SOLUTIONS INC.

(the "Client"), the undersigned and each of them, if more than one, jointly and severally guarantee(s) payment to the Bank of all present and future debts and liabilities of the Client (direct or indirect, absolute or contingent, matured or otherwise), whether incurred by the Client alone or jointly with any person or persons, or otherwise howsoever, including all costs and disbursements incurred by the Bank in recovering or attempting to recover said debts and liabilities (the "Secured Indebtedness"), provided they are limited to

UNLIMITED

in Canadian/U.S. dollars

(\$ _____) with interest thereon from the date payment is demanded, at the rate agreed upon between the Bank and the Client.

2. In this guarantee, the term "Guarantor" means the undersigned and, if there is more than one, each of them. This guarantee is a continuing guarantee and will subsist notwithstanding occasional repayment of the Secured Indebtedness in whole or in part.
3. All monies, advances, renewals and credits borrowed or effectively obtained by the Client from the Bank will be deemed to form part of the Secured Indebtedness, notwithstanding any lack of power, incapacity or disability of the Client or of the directors, partners or agents thereof, or that the Client may not be a legal or suable entity, or any irregularity, defect or invalidity in the borrowing or obtaining of such monies, advances, renewals or credits, in each case whether known to the Bank or not.
4. This guarantee will not be affected by any event, condition or circumstance or any act, delay, abstention or omission to act of any kind by the Client, the Bank or any other person, that might constitute a legal or equitable defence to or a discharge, limitation or reduction of the Guarantor's obligations hereunder, including (i) the death or loss or diminution of capacity of the Client or of the Guarantor, (ii) any change in the name of the Client or in the membership of the firm of the Client through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, (iii) the acquisition of the business of the Client by anyone, (iv) any change whatsoever in the objects, capital structure or constitution of the Client, (v) the Client or the business of the Client being amalgamated with a firm or corporation, or (vi) the bankruptcy, insolvency or winding up of the Client or any other person.
5. The Guarantor will be solely responsible for making his independent appraisal and investigation of the financial condition of the Client and for the assessment of the risks arising from this guarantee. The Bank will have no obligation to advise the Guarantor of any change in the financial condition of the Client or in the Bank's dealings with the Client.
6. This guarantee will not be diminished or modified on account of any act on the part of the Bank which would prevent subrogation from operating in favour of the Guarantor. The Bank, without exonerating in whole or in part the Guarantor, may (i) amend the terms and conditions of the debts and liabilities hereby guaranteed, (ii) grant time, renewals, extensions, indulgences, releases and discharges to and take security from the Guarantor, (iii) abstain from taking, perfecting, registering, renewing or realizing on security, (iv) accept compromises and (v) otherwise deal with the Client and with any other person or persons, including any other guarantors, as it may see fit.
7. All monies received by the Bank from the Client or from any other person, capable of being applied by the Bank in reduction of the Secured Indebtedness will be considered payments in gross and the Guarantor will have no right to claim them to reduce its liability under this guarantee. The Bank will have the right to apply these monies as it may see fit, not being bound by the law of imputation. The Guarantor will have no right to be subrogated to the Bank until the Bank will have received payment in full of its claims against the Client with interest and costs.
8. The Bank will not be obliged to exhaust its recourse against the Client or other persons or the security it may hold before being entitled to payment from the Guarantor of the Secured Indebtedness and it will not be obliged to offer or deliver its security before its whole claim has been paid. The Guarantor waives all benefits of discussion and division.
9. The Guarantor will be bound by any account settled between the Bank and the Client and, if no such account has been so settled, any account stated by the Bank will be accepted by the Guarantor as conclusive evidence of the amount which at the date of the account so stated is due by the Client to the Bank.
10. The Guarantor will make payment to the Bank of the amount of his liability forthwith after demand therefor is made in writing. Such demand will be deemed to have been made when a postage-paid envelope containing it addressed to the Guarantor at his last address known to the Bank is mailed. The liability of the Guarantor will bear interest from the date of such demand at the rate or rates then applicable to the Secured Indebtedness of the Client to the Bank.
11. All indebtedness and liability, present and future, of the Client to the Guarantor are hereby postponed to the Secured Indebtedness of the Client to the Bank. All monies received from the Client or on his behalf by the Guarantor will be held in his capacity as agent and trustee for the Bank and will be paid over to the Bank forthwith. Any amount thereby received by the Guarantor will not reduce the Client's obligations to the Bank as long as this amount has not been paid to the Bank.

Any payment to which the Guarantor may be entitled to in the absence of this subordination will have to be made in favour of the Bank by the entity making the payment (i.e., the Client, a trustee in bankruptcy or further to a proposal by the Client, a liquidator, an entity carrying out a forced disposal of the assets of the Client or any other person). The Guarantor undertakes to give instructions to the entity making the payment to make this payment directly to the Bank.

Moreover, all indebtedness and liability, present and future, of the Client to the Guarantor are hereby assigned to the Bank as additional security for payment of the Secured Indebtedness. In the event that the guarantee is terminated pursuant to Section 13, this subordination and assignment will subsist until full payment of the Secured Indebtedness for which the Guarantor is liable on the date of termination.

2. This guarantee will bind the Guarantor together with his heirs, successors, executors, administrators, legal representatives and assigns until termination thereof by notice in writing to the manager of the Bank branch at which the Client's account is held, but such termination by the Guarantor or his heirs, successors, executors, administrators, legal representatives or assigns will not prevent the continuance of the liability hereunder of any other guarantor.
3. The Guarantor will indemnify the Bank for any loss suffered by the Bank if any of the debts and liabilities intended to be guaranteed hereunder is not recoverable from the Guarantor under the other provisions of this guarantee. The amount of the loss will be equal to the amount which the Bank would otherwise have been entitled to recover.
4. 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 without prejudice to any other security, by whomsoever given, held at any time by the Bank and the Bank will be under no obligation to marshal in favour of the Guarantor any such security or any of the funds or assets the Bank may be entitled to receive or have a claim upon. All the provisions of such other guarantee remain in force.
5. This guarantee and agreement will be valid 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 will be conclusive evidence against the Guarantor that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any condition has been

complied with. None of the parties will be bound by any representation or promise made by any person relative thereto which is not embodied herein. The liability of each Guarantor hereunder begins on the date of his signature on this guarantee.

- 16. This guarantee will be binding upon the undersigned and any of them, if more than one, jointly and severally between them and with the Client and also upon their heirs, executors, administrators and successors and will extend to and enure to the benefit of the successors and assigns of the Bank. Each and every provision hereof is severable and should any provision hereof be illegal or not enforceable for any reason whatsoever, such illegality or invalidity will not affect the other provisions hereof.
- 17. This guarantee will be construed and governed in accordance with the laws of the Province of Ontario and the Guarantor agrees that any legal suit, action or proceeding arising out of or relating to this guarantee may be instituted in the courts of such province, and the Guarantor hereby accepts and irrevocably submits to the jurisdiction of the said courts, and acknowledges their competence and agrees to be bound by any judgment thereof, provided that nothing herein will limit the Bank's right to bring proceedings against the Guarantor elsewhere.
- 18. The Guarantor acknowledges having read and taken cognizance of this guarantee before signing it and declares that he understands perfectly the terms, conditions and undertakings contained herein. The Guarantor also acknowledges having received a copy of this guarantee on the date hereof.

N WITNESS WHEREOF the Guarantor has signed and affixed his seal at the City of Vaughan his 28 day of AUGUST, 2019

SIGNED, SEALED AND DELIVERED

NIMBUS WATER SYSTEMS INC.

Per: [Signature]
Name: Peter Bozzo
Title: President

I have the authority to bind the corporation.

RESOLUTION RE: GUARANTEE

RESOLUTION OF THE BOARD OF DIRECTORS OF

OAKDALE ENTERPRISES INC.

CIS 103021

(Name of Corporation)

In consideration of the loans and advances of money granted or which may be granted by National Bank of Canada (the "Bank") to its Client, Nimbus Environmental Solutions Inc.

for the purpose of its business, and generally, in consideration of the business relations between the Bank and its Client as well as the business relations between said Client and this Corporation, and whereas the financial assistance provided to said Client in the manner hereinafter referred to is in the best interests of this Corporation,

NOW THEREFORE BE IT RESOLVED:

That this Corporation be and is hereby authorized to guarantee the payment of all sums of money, which Nimbus Environmental Solutions Inc.

the Client owes or in the future may owe to the Bank up to an amount of

UNLIMITED

dollars (\$ _____) in principal, interest, costs and incidental charges. Such guarantee shall bind this Corporation jointly and severally with the Client and shall be subject to all the terms and conditions set out on the form used at the Bank, entitled "Guarantee", a copy of which is attached hereto after having been submitted to the Directors

and that

Peter Bozzo _____ and _____, respectively

_____ and _____, be authorized and instructed to jointly sign and execute said guarantee for and on behalf of the Corporation and that the financial assistance provided by this Corporation to said Client in said guarantee and any security required from time to time by the Bank in connection with said guarantee is in the best interests of this Corporation.

The foregoing is certified to be a true copy of a Resolution of the Board of Directors of

OAKDALE ENTERPRISES INC.

duly passed on August, 2019 and which remains in full force and effect.

Dated at Vaughan this 28 day of August, 2019.

P Bozzo

Secretary
Peter Bozzo

(Seal)

CIS 1013021

To: NATIONAL BANK OF CANADA

1. In consideration of National Bank of Canada (hereinafter the "Bank") dealing with

NIMBUS ENVIRONMENTAL SOLUTIONS INC.

(the "Client"), the undersigned and each of them, if more than one, jointly and severally guarantee(s) payment to the Bank of all present and future debts and liabilities of the Client (direct or indirect, absolute or contingent, matured or otherwise), whether incurred by the Client alone or jointly with any person or persons, or otherwise howsoever, including all costs and disbursements incurred by the Bank in recovering or attempting to recover said debts and liabilities (the "Secured Indebtedness"), provided they are limited to

UNLIMITED

in Canadian/U.S. dollars

(\$ _____) with interest thereon from the date payment is demanded, at the rate agreed upon between the Bank and the Client.

2. In this guarantee, the term "Guarantor" means the undersigned and, if there is more than one, each of them. This guarantee is a continuing guarantee and will subsist notwithstanding occasional repayment of the Secured Indebtedness in whole or in part.
3. All monies, advances, renewals and credits borrowed or effectively obtained by the Client from the Bank will be deemed to form part of the Secured Indebtedness, notwithstanding any lack of power, incapacity or disability of the Client or of the directors, partners or agents thereof, or that the Client may not be a legal or suable entity, or any irregularity, defect or invalidity in the borrowing or obtaining of such monies, advances, renewals or credits, in each case whether known to the Bank or not.
4. This guarantee will not be affected by any event, condition or circumstance or any act, delay, abstention or omission to act of any kind by the Client, the Bank or any other person, that might constitute a legal or equitable defence to or a discharge, limitation or reduction of the Guarantor's obligations hereunder, including (i) the death or loss or diminution of capacity of the Client or of the Guarantor, (ii) any change in the name of the Client or in the membership of the firm of the Client through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, (iii) the acquisition of the business of the Client by anyone, (iv) any change whatsoever in the objects, capital structure or constitution of the Client, (v) the Client or the business of the Client being amalgamated with a firm or corporation, or (vi) the bankruptcy, insolvency or winding up of the Client or any other person.
5. The Guarantor will be solely responsible for making his independent appraisal and investigation of the financial condition of the Client and for the assessment of the risks arising from this guarantee. The Bank will have no obligation to advise the Guarantor of any change in the financial condition of the Client or in the Bank's dealings with the Client.
6. This guarantee will not be diminished or modified on account of any act on the part of the Bank which would prevent subrogation from operating in favour of the Guarantor. The Bank, without exonerating in whole or in part the Guarantor, may (i) amend the terms and conditions of the debts and liabilities hereby guaranteed, (ii) grant time, renewals, extensions, indulgences, releases and discharges to and take security from the Guarantor, (iii) abstain from taking, perfecting, registering, renewing or realizing on security, (iv) accept compromises and (v) otherwise deal with the Client and with any other person or persons, including any other guarantors, as it may see fit.
7. All monies received by the Bank from the Client or from any other person, capable of being applied by the Bank in reduction of the Secured Indebtedness will be considered payments in gross and the Guarantor will have no right to claim them to reduce its liability under this guarantee. The Bank will have the right to apply these monies as it may see fit, not being bound by the law of imputation. The Guarantor will have no right to be subrogated to the Bank until the Bank will have received payment in full of its claims against the Client with interest and costs.
8. The Bank will not be obliged to exhaust its recourse against the Client or other persons or the security it may hold before being entitled to payment from the Guarantor of the Secured Indebtedness and it will not be obliged to offer or deliver its security before its whole claim has been paid. The Guarantor waives all benefits of discussion and division.
9. The Guarantor will be bound by any account settled between the Bank and the Client and, if no such account has been so settled, any account stated by the Bank will be accepted by the Guarantor as conclusive evidence of the amount which at the date of the account so stated is due by the Client to the Bank.
10. The Guarantor will make payment to the Bank of the amount of his liability forthwith after demand therefor is made in writing. Such demand will be deemed to have been made when a postage-paid envelope containing it addressed to the Guarantor at his last address known to the Bank is mailed. The liability of the Guarantor will bear interest from the date of such demand at the rate or rates then applicable to the Secured Indebtedness of the Client to the Bank.
11. All indebtedness and liability, present and future, of the Client to the Guarantor are hereby postponed to the Secured Indebtedness of the Client to the Bank. All monies received from the Client or on his behalf by the Guarantor will be held in his capacity as agent and trustee for the Bank and will be paid over to the Bank forthwith. Any amount thereby received by the Guarantor will not reduce the Client's obligations to the Bank as long as this amount has not been paid to the Bank.
- Any payment to which the Guarantor may be entitled to in the absence of this subordination will have to be made in favour of the Bank by the entity making the payment (i.e., the Client, a trustee in bankruptcy or further to a proposal by the Client, a liquidator, an entity carrying out a forced disposal of the assets of the Client or any other person). The Guarantor undertakes to give instructions to the entity making the payment to make this payment directly to the Bank.
- Moreover, all indebtedness and liability, present and future, of the Client to the Guarantor are hereby assigned to the Bank as additional security for payment of the Secured Indebtedness. In the event that the guarantee is terminated pursuant to Section 13, this subordination and assignment will subsist until full payment of the Secured Indebtedness for which the Guarantor is liable on the date of termination.
12. This guarantee will bind the Guarantor together with his heirs, successors, executors, administrators, legal representatives and assigns until termination thereof by notice in writing to the manager of the Bank branch at which the Client's account is held, but such termination by the Guarantor or his heirs, successors, executors, administrators, legal representatives or assigns will not prevent the continuance of the liability hereunder of any other guarantor.
13. The Guarantor will indemnify the Bank for any loss suffered by the Bank if any of the debts and liabilities intended to be guaranteed hereunder is not recoverable from the Guarantor under the other provisions of this guarantee. The amount of the loss will be equal to the amount which the Bank would otherwise have been entitled to recover.
14. 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 without prejudice to any other security, by whomsoever given, held at any time by the Bank and the Bank will be under no obligation to marshal in favour of the Guarantor any such security or any of the funds or assets the Bank may be entitled to receive or have a claim upon. All the provisions of such other guarantee remain in force.
15. This guarantee and agreement will be valid 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 will be conclusive evidence against the Guarantor that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any condition has been

complied with. None of the parties will be bound by any representation or promise made by any person relative thereto which is not embodied herein. The liability of each Guarantor hereunder begins on the date of his signature on this guarantee.

- 16. This guarantee will be binding upon the undersigned and any of them, if more than one, jointly and severally between them and with the Client and also upon their heirs, executors, administrators and successors and will extend to and enure to the benefit of the successors and assigns of the Bank. Each and every provision hereof is severable and should any provision hereof be illegal or not enforceable for any reason whatsoever, such illegality or invalidity will not affect the other provisions hereof.
- 17. This guarantee will be construed and governed in accordance with the laws of the Province of Ontario and the Guarantor agrees that any legal suit, action or proceeding arising out of or relating to this guarantee may be instituted in the courts of such province, and the Guarantor hereby accepts and irrevocably submits to the jurisdiction of the said courts, and acknowledges their competence and agrees to be bound by any judgment thereof, provided that nothing herein will limit the Bank's right to bring proceedings against the Guarantor elsewhere.
- 18. The Guarantor acknowledges having read and taken cognizance of this guarantee before signing it and declares that he understands perfectly the terms, conditions and undertakings contained herein. The Guarantor also acknowledges having received a copy of this guarantee on the date hereof.

IN WITNESS WHEREOF the Guarantor has signed and affixed his seal at the City of Vaughan
this 28 day of AUGUST, 2019

SIGNED, SEALED AND DELIVERED

OAKDALE ENTERPRISES INC.

Per: [Signature]
Name: Peter Bozzo
Title: President

I have the authority to bind the corporation.

RESOLUTION RE: GUARANTEE

RESOLUTION OF THE BOARD OF DIRECTORS OF

WATER FILTER CART INC. CIS 103024

(Name of Corporation)

In consideration of the loans and advances of money granted or which may be granted by National Bank of Canada (the "Bank") to its Client, NIMBUS ENVIRONMENTAL SOLUTIONS INC.

for the purpose of its business, and generally, in consideration of the business relations between the Bank and its Client as well as the business relations between said Client and this Corporation, and whereas the financial assistance provided to said Client in the manner hereinafter referred to is in the best interests of this Corporation,

NOW THEREFORE BE IT RESOLVED:

That this Corporation be and is hereby authorized to guarantee the payment of all sums of money, which NIMBUS ENVIRONMENTAL SOLUTIONS INC.

the Client owes or in the future may owe to the Bank up to an amount of UNLIMITED

dollars (\$) in principal, interest, costs and incidental charges. Such guarantee shall bind this Corporation jointly and severally with the Client and shall be subject to all the terms and conditions set out on the form used at the Bank, entitled "Guarantee", a copy of which is attached hereto after having been submitted to the Directors

and that

Peter Bozzo and , respectively

and , be authorized and instructed to jointly sign and execute said guarantee for and on behalf of the Corporation and that the financial assistance provided by this Corporation to said Client in said guarantee and any security required from time to time by the Bank in connection with said guarantee is in the best interests of this Corporation.

The foregoing is certified to be a true copy of a Resolution of the Board of Directors of WATER FILTER CART INC.

duly passed on August, 2019 and which remains in full force and effect.

Dated at Vaughan this 28 day of August, 2019.

Secretary Peter Bozzo (Seal)

CIS 1013024

To: NATIONAL BANK OF CANADA

1. In consideration of National Bank of Canada (hereinafter the "Bank") dealing with

NIMBUS ENVIRONMENTAL SOLUTIONS INC.

(the "Client"), the undersigned and each of them, if more than one, jointly and severally guarantee(s) payment to the Bank of all present and future debts and liabilities of the Client (direct or indirect, absolute or contingent, matured or otherwise), whether incurred by the Client alone or jointly with any person or persons, or otherwise howsoever, including all costs and disbursements incurred by the Bank in recovering or attempting to recover said debts and liabilities (the "Secured Indebtedness"), provided they are limited to

UNLIMITED in Canadian/U.S. dollars
(\$ _____) with interest thereon from the date payment is demanded, at the rate agreed upon between the Bank and the Client.

2. In this guarantee, the term "Guarantor" means the undersigned and, if there is more than one, each of them. This guarantee is a continuing guarantee and will subsist notwithstanding occasional repayment of the Secured Indebtedness in whole or in part.
3. All monies, advances, renewals and credits borrowed or effectively obtained by the Client from the Bank will be deemed to form part of the Secured Indebtedness, notwithstanding any lack of power, incapacity or disability of the Client or of the directors, partners or agents thereof, or that the Client may not be a legal or suable entity, or any irregularity, defect or invalidity in the borrowing or obtaining of such monies, advances, renewals or credits, in each case whether known to the Bank or not.
4. This guarantee will not be affected by any event, condition or circumstance or any act, delay, abstention or omission to act of any kind by the Client, the Bank or any other person, that might constitute a legal or equitable defence to or a discharge, limitation or reduction of the Guarantor's obligations hereunder, including (i) the death or loss or diminution of capacity of the Client or of the Guarantor, (ii) any change in the name of the Client or in the membership of the firm of the Client through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, (iii) the acquisition of the business of the Client by anyone, (iv) any change whatsoever in the objects, capital structure or constitution of the Client, (v) the Client or the business of the Client being amalgamated with a firm or corporation, or (vi) the bankruptcy, insolvency or winding up of the Client or any other person.
5. The Guarantor will be solely responsible for making his independent appraisal and investigation of the financial condition of the Client and for the assessment of the risks arising from this guarantee. The Bank will have no obligation to advise the Guarantor of any change in the financial condition of the Client or in the Bank's dealings with the Client.
6. This guarantee will not be diminished or modified on account of any act on the part of the Bank which would prevent subrogation from operating in favour of the Guarantor. The Bank, without exonerating in whole or in part the Guarantor, may (i) amend the terms and conditions of the debts and liabilities hereby guaranteed, (ii) grant time, renewals, extensions, indulgences, releases and discharges to and take security from the Guarantor, (iii) abstain from taking, perfecting, registering, renewing or realizing on security, (iv) accept compromises and (v) otherwise deal with the Client and with any other person or persons, including any other guarantors, as it may see fit.
7. All monies received by the Bank from the Client or from any other person, capable of being applied by the Bank in reduction of the Secured Indebtedness will be considered payments in gross and the Guarantor will have no right to claim them to reduce its liability under this guarantee. The Bank will have the right to apply these monies as it may see fit, not being bound by the law of imputation. The Guarantor will have no right to be subrogated to the Bank until the Bank will have received payment in full of its claims against the Client with interest and costs.
8. The Bank will not be obliged to exhaust its recourse against the Client or other persons or the security it may hold before being entitled to payment from the Guarantor of the Secured Indebtedness and it will not be obliged to offer or deliver its security before its whole claim has been paid. The Guarantor waives all benefits of discussion and division.
9. The Guarantor will be bound by any account settled between the Bank and the Client and, if no such account has been so settled, any account stated by the Bank will be accepted by the Guarantor as conclusive evidence of the amount which at the date of the account so stated is due by the Client to the Bank.
10. The Guarantor will make payment to the Bank of the amount of his liability forthwith after demand therefor is made in writing. Such demand will be deemed to have been made when a postage-paid envelope containing it addressed to the Guarantor at his last address known to the Bank is mailed. The liability of the Guarantor will bear interest from the date of such demand at the rate or rates then applicable to the Secured Indebtedness of the Client to the Bank.
11. All indebtedness and liability, present and future, of the Client to the Guarantor are hereby postponed to the Secured Indebtedness of the Client to the Bank. All monies received from the Client or on his behalf by the Guarantor will be held in his capacity as agent and trustee for the Bank and will be paid over to the Bank forthwith. Any amount thereby received by the Guarantor will not reduce the Client's obligations to the Bank as long as this amount has not been paid to the Bank.

Any payment to which the Guarantor may be entitled to in the absence of this subordination will have to be made in favour of the Bank by the entity making the payment (i.e., the Client, a trustee in bankruptcy or further to a proposal by the Client, a liquidator, an entity carrying out a forced disposal of the assets of the Client or any other person). The Guarantor undertakes to give instructions to the entity making the payment to make this payment directly to the Bank.

Moreover, all indebtedness and liability, present and future, of the Client to the Guarantor are hereby assigned to the Bank as additional security for payment of the Secured Indebtedness. In the event that the guarantee is terminated pursuant to Section 13, this subordination and assignment will subsist until full payment of the Secured Indebtedness for which the Guarantor is liable on the date of termination.

12. This guarantee will bind the Guarantor together with his heirs, successors, executors, administrators, legal representatives and assigns until termination thereof by notice in writing to the manager of the Bank branch at which the Client's account is held, but such termination by the Guarantor or his heirs, successors, executors, administrators, legal representatives or assigns will not prevent the continuance of the liability hereunder of any other guarantor.
13. The Guarantor will indemnify the Bank for any loss suffered by the Bank if any of the debts and liabilities intended to be guaranteed hereunder is not recoverable from the Guarantor under the other provisions of this guarantee. The amount of the loss will be equal to the amount which the Bank would otherwise have been entitled to recover.
14. 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 without prejudice to any other security, by whomsoever given, held at any time by the Bank and the Bank will be under no obligation to marshal in favour of the Guarantor any such security or any of the funds or assets the Bank may be entitled to receive or have a claim upon. All the provisions of such other guarantee remain in force.
15. This guarantee and agreement will be valid 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 will be conclusive evidence against the Guarantor that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any condition has been

complied with. None of the parties will be bound by any representation or promise made by any person relative thereto which is not embodied herein. The liability of each Guarantor hereunder begins on the date of his signature on this guarantee.

- 16. This guarantee will be binding upon the undersigned and any of them, if more than one, jointly and severally between them and with the Client and also upon their heirs, executors, administrators and successors and will extend to and enure to the benefit of the successors and assigns of the Bank. Each and every provision hereof is severable and should any provision hereof be illegal or not enforceable for any reason whatsoever, such illegality or invalidity will not affect the other provisions hereof.
- 17. This guarantee will be construed and governed in accordance with the laws of the Province of Ontario and the Guarantor agrees that any legal suit, action or proceeding arising out of or relating to this guarantee may be instituted in the courts of such province, and the Guarantor hereby accepts and irrevocably submits to the jurisdiction of the said courts, and acknowledges their competence and agrees to be bound by any judgment thereof, provided that nothing herein will limit the Bank's right to bring proceedings against the Guarantor elsewhere.
- 18. The Guarantor acknowledges having read and taken cognizance of this guarantee before signing it and declares that he understands perfectly the terms, conditions and undertakings contained herein. The Guarantor also acknowledges having received a copy of this guarantee on the date hereof.

IN WITNESS WHEREOF the Guarantor has signed and affixed his seal at the City of Vaughan
this 28 day of AUGUST, 2019

SIGNED, SEALED AND DELIVERED

WATER FILTER CART INC.

Per: [Signature]
Name: Peter Bozzo
Title: President

I have the authority to bind the corporation.

RESOLUTION RE: GUARANTEE

RESOLUTION OF THE BOARD OF DIRECTORS OF
365 PRO INSTALLATIONS INC.

(Name of Corporation)

In consideration of the loans and advances of money granted or which may be granted by National Bank of Canada (the "Bank") to its Client, Oakdale Enterprises Inc.

for the purpose of its business, and generally, in consideration of the business relations between the Bank and its Client as well as the business relations between said Client and this Corporation, and whereas the financial assistance provided to said Client in the manner hereinafter referred to is in the best interests of this Corporation,

NOW THEREFORE BE IT RESOLVED:

That this Corporation be and is hereby authorized to guarantee the payment of all sums of money, which Oakdale Enterprises Inc.

the Client owes or in the future may owe to the Bank up to an amount of **UNLIMITED**

dollars (\$ _____) in principal, interest, costs and incidental charges. Such guarantee shall bind this Corporation jointly and severally with the Client and shall be subject to all the terms and conditions set out on the form used at the Bank, entitled "Guarantee", a copy of which is attached hereto after having been submitted to the Directors

and that

Peter Bozzo and _____, respectively

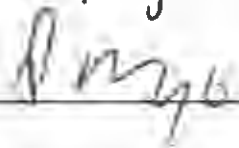
and _____, be authorized and instructed to jointly sign and execute said guarantee for and on behalf of the Corporation and that the financial assistance provided by this Corporation to said Client in said guarantee and any security required from time to time by the Bank in connection with said guarantee is in the best interests of this Corporation.

The foregoing is certified to be a true copy of a Resolution of the Board of Directors of 365 PRO INSTALLATIONS INC.

duly passed on _____ and which remains in full force and effect.

Dated at Vaughan this 28th day of August, 2019

Secretary
Peter Bozzo



(Seal)

To: NATIONAL BANK OF CANADA

1. In consideration of National Bank of Canada (hereinafter the "Bank") dealing with

OAKDALE ENTERPRISES INC.

(the "Client"), the undersigned and each of them, if more than one, jointly and severally guarantee(s) payment to the Bank of all present and future debts and liabilities of the Client (direct or indirect, absolute or contingent, matured or otherwise), whether incurred by the Client alone or jointly with any person or persons, or otherwise howsoever, including all costs and disbursements incurred by the Bank in recovering or attempting to recover said debts and liabilities (the "Secured Indebtedness"), provided they are limited to

_____ in Canadian/U.S. dollars
(\$ _____) with interest thereon from the date payment is demanded, at the rate agreed upon between the Bank and the Client.

2. In this guarantee, the term "Guarantor" means the undersigned and, if there is more than one, each of them. This guarantee is a continuing guarantee and will subsist notwithstanding occasional repayment of the Secured Indebtedness in whole or in part.
3. All monies, advances, renewals and credits borrowed or effectively obtained by the Client from the Bank will be deemed to form part of the Secured Indebtedness, notwithstanding any lack of power, incapacity or disability of the Client or of the directors, partners or agents thereof, or that the Client may not be a legal or suable entity, or any irregularity, defect or invalidity in the borrowing or obtaining of such monies, advances, renewals or credits, in each case whether known to the Bank or not.
4. This guarantee will not be affected by any event, condition or circumstance or any act, delay, abstention or omission to act of any kind by the Client, the Bank or any other person, that might constitute a legal or equitable defence to or a discharge, limitation or reduction of the Guarantor's obligations hereunder, including (i) the death or loss or diminution of capacity of the Client or of the Guarantor, (ii) any change in the name of the Client or in the membership of the firm of the Client through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, (iii) the acquisition of the business of the Client by anyone, (iv) any change whatsoever in the objects, capital structure or constitution of the Client, (v) the Client or the business of the Client being amalgamated with a firm or corporation, or (vi) the bankruptcy, insolvency or winding up of the Client or any other person.
5. The Guarantor will be solely responsible for making his independent appraisal and investigation of the financial condition of the Client and for the assessment of the risks arising from this guarantee. The Bank will have no obligation to advise the Guarantor of any change in the financial condition of the Client or in the Bank's dealings with the Client.
6. This guarantee will not be diminished or modified on account of any act on the part of the Bank which would prevent subrogation from operating in favour of the Guarantor. The Bank, without exonerating in whole or in part the Guarantor, may (i) amend the terms and conditions of the debts and liabilities hereby guaranteed, (ii) grant time, renewals, extensions, indulgences, releases and discharges to and take security from the Guarantor, (iii) abstain from taking, perfecting, registering, renewing or realizing on security, (iv) accept compromises and (v) otherwise deal with the Client and with any other person or persons, including any other guarantors, as it may see fit.
7. All monies received by the Bank from the Client or from any other person, capable of being applied by the Bank in reduction of the Secured Indebtedness will be considered payments in gross and the Guarantor will have no right to claim them to reduce its liability under this guarantee. The Bank will have the right to apply these monies as it may see fit, not being bound by the law of imputation. The Guarantor will have no right to be subrogated to the Bank until the Bank will have received payment in full of its claims against the Client with interest and costs.
8. The Bank will not be obliged to exhaust its recourse against the Client or other persons or the security it may hold before being entitled to payment from the Guarantor of the Secured Indebtedness and it will not be obliged to offer or deliver its security before its whole claim has been paid. The Guarantor waives all benefits of discussion and division.
9. The Guarantor will be bound by any account settled between the Bank and the Client and, if no such account has been so settled, any account stated by the Bank will be accepted by the Guarantor as conclusive evidence of the amount which at the date of the account so stated is due by the Client to the Bank.
10. The Guarantor will make payment to the Bank of the amount of his liability forthwith after demand therefor is made in writing. Such demand will be deemed to have been made when a postage-paid envelope containing it addressed to the Guarantor at his last address known to the Bank is mailed. The liability of the Guarantor will bear interest from the date of such demand at the rate or rates then applicable to the Secured Indebtedness of the Client to the Bank.
11. All indebtedness and liability, present and future, of the Client to the Guarantor are hereby postponed to the Secured Indebtedness of the Client to the Bank. All monies received from the Client or on his behalf by the Guarantor will be held in his capacity as agent and trustee for the Bank and will be paid over to the Bank forthwith. Any amount thereby received by the Guarantor will not reduce the Client's obligations to the Bank as long as this amount has not been paid to the Bank.

Any payment to which the Guarantor may be entitled to in the absence of this subordination will have to be made in favour of the Bank by the entity making the payment (i.e., the Client, a trustee in bankruptcy or further to a proposal by the Client, a liquidator, an entity carrying out a forced disposal of the assets of the Client or any other person). The Guarantor undertakes to give instructions to the entity making the payment to make this payment directly to the Bank.

Moreover, all indebtedness and liability, present and future, of the Client to the Guarantor are hereby assigned to the Bank as additional security for payment of the Secured Indebtedness. In the event that the guarantee is terminated pursuant to Section 13, this subordination and assignment will subsist until full payment of the Secured Indebtedness for which the Guarantor is liable on the date of termination.

12. This guarantee will bind the Guarantor together with his heirs, successors, executors, administrators, legal representatives and assigns until termination thereof by notice in writing to the manager of the Bank branch at which the Client's account is held, but such termination by the Guarantor or his heirs, successors, executors, administrators, legal representatives or assigns will not prevent the continuance of the liability hereunder of any other guarantor.
13. The Guarantor will indemnify the Bank for any loss suffered by the Bank if any of the debts and liabilities intended to be guaranteed hereunder is not recoverable from the Guarantor under the other provisions of this guarantee. The amount of the loss will be equal to the amount which the Bank would otherwise have been entitled to recover.
14. 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 without prejudice to any other security, by whomsoever given, held at any time by the Bank and the Bank will be under no obligation to marshal in favour of the Guarantor any such security or any of the funds or assets the Bank may be entitled to receive or have a claim upon. All the provisions of such other guarantee remain in force.
15. This guarantee and agreement will be valid 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 will be conclusive evidence against the Guarantor that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any condition has been

complied with. None of the parties will be bound by any representation or promise made by any person relative thereto which is not embodied herein. The liability of each Guarantor hereunder begins on the date of his signature on this guarantee.

- 16. This guarantee will be binding upon the undersigned and any of them, if more than one, jointly and severally between them and with the Client and also upon their heirs, executors, administrators and successors and will extend to and enure to the benefit of the successors and assigns of the Bank. Each and every provision hereof is severable and should any provision hereof be illegal or not enforceable for any reason whatsoever, such illegality or invalidity will not affect the other provisions hereof.
- 17. This guarantee will be construed and governed in accordance with the laws of the Province of Ontario and the Guarantor agrees that any legal suit, action or proceeding arising out of or relating to this guarantee may be instituted in the courts of such province, and the Guarantor hereby accepts and irrevocably submits to the jurisdiction of the said courts, and acknowledges their competence and agrees to be bound by any judgment thereof, provided that nothing herein will limit the Bank's right to bring proceedings against the Guarantor elsewhere.
- 18. The Guarantor acknowledges having read and taken cognizance of this guarantee before signing it and declares that he understands perfectly the terms, conditions and undertakings contained herein. The Guarantor also acknowledges having received a copy of this guarantee on the date hereof.

IN WITNESS WHEREOF the Guarantor has signed and affixed his seal at the City of Vaughan this 28th day of AUGUST, 2019

SIGNED, SEALED AND DELIVERED

365 PRO INSTALLATIONS INC.

Per: [Signature]
Name: Peter Bozzo
Title: President

I have the authority to bind the corporation.

RESOLUTION RE: GUARANTEE

RESOLUTION OF THE BOARD OF DIRECTORS OF
2242462 ONTARIO LIMITED

(Name of Corporation)

In consideration of the loans and advances of money granted or which may be granted by National Bank of Canada (the "Bank") to its Client, Oakdale Enterprises Inc.

for the purpose of its business, and generally, in consideration of the business relations between the Bank and its Client as well as the business relations between said Client and this Corporation, and whereas the financial assistance provided to said Client in the manner hereinafter referred to is in the best interests of this Corporation,

NOW THEREFORE BE IT RESOLVED:

That this Corporation be and is hereby authorized to guarantee the payment of all sums of money, which Oakdale Enterprises Inc.

the Client owes or in the future may owe to the Bank up to an amount of **UNLIMITED**

dollars (\$ _____) in principal, interest, costs and incidental charges. Such guarantee shall bind this Corporation jointly and severally with the Client and shall be subject to all the terms and conditions set out on the form used at the Bank, entitled "Guarantee", a copy of which is attached hereto after having been submitted to the Directors

and that

Peter Bozzo _____ and _____, respectively

_____ and _____, be authorized and instructed to jointly sign and execute said guarantee for and on behalf of the Corporation and that the financial assistance provided by this Corporation to said Client in said guarantee and any security required from time to time by the Bank in connection with said guarantee is in the best interests of this Corporation.

The foregoing is certified to be a true copy of a Resolution of the Board of Directors of 2242462 ONTARIO LIMITED

duly passed on _____ and which remains in full force and effect.

Dated at Vaughan this 28th day of August, 2019.

P. Bozzo
Secretary
Peter Bozzo
(Seal)

To: NATIONAL BANK OF CANADA

1. In consideration of National Bank of Canada (hereinafter the "Bank") dealing with

OAKDALE ENTERPRISES INC.

(the "Client"), the undersigned and each of them, if more than one, jointly and severally guarantee(s) payment to the Bank of all present and future debts and liabilities of the Client (direct or indirect, absolute or contingent, matured or otherwise), whether incurred by the Client alone or jointly with any person or persons, or otherwise howsoever, including all costs and disbursements incurred by the Bank in recovering or attempting to recover said debts and liabilities (the "Secured Indebtedness"), provided they are limited to

_____ in Canadian/U.S. dollars (\$ _____) with interest thereon from the date payment is demanded, at the rate agreed upon between the Bank and the Client.

2. In this guarantee, the term "Guarantor" means the undersigned and, if there is more than one, each of them. This guarantee is a continuing guarantee and will subsist notwithstanding occasional repayment of the Secured Indebtedness in whole or in part.
3. All monies, advances, renewals and credits borrowed or effectively obtained by the Client from the Bank will be deemed to form part of the Secured Indebtedness, notwithstanding any lack of power, incapacity or disability of the Client or of the directors, partners or agents thereof, or that the Client may not be a legal or suable entity, or any irregularity, defect or invalidity in the borrowing or obtaining of such monies, advances, renewals or credits, in each case whether known to the Bank or not.
4. This guarantee will not be affected by any event, condition or circumstance or any act, delay, abstention or omission to act of any kind by the Client, the Bank or any other person, that might constitute a legal or equitable defence to or a discharge, limitation or reduction of the Guarantor's obligations hereunder, including (i) the death or loss or diminution of capacity of the Client or of the Guarantor, (ii) any change in the name of the Client or in the membership of the firm of the Client through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, (iii) the acquisition of the business of the Client by anyone, (iv) any change whatsoever in the objects, capital structure or constitution of the Client, (v) the Client or the business of the Client being amalgamated with a firm or corporation, or (vi) the bankruptcy, insolvency or winding up of the Client or any other person.
5. The Guarantor will be solely responsible for making his independent appraisal and investigation of the financial condition of the Client and for the assessment of the risks arising from this guarantee. The Bank will have no obligation to advise the Guarantor of any change in the financial condition of the Client or in the Bank's dealings with the Client.
6. This guarantee will not be diminished or modified on account of any act on the part of the Bank which would prevent subrogation from operating in favour of the Guarantor. The Bank, without exonerating in whole or in part the Guarantor, may (i) amend the terms and conditions of the debts and liabilities hereby guaranteed, (ii) grant time, renewals, extensions, indulgences, releases and discharges to and take security from the Guarantor, (iii) abstain from taking, perfecting, registering, renewing or realizing on security, (iv) accept compromises and (v) otherwise deal with the Client and with any other person or persons, including any other guarantors, as it may see fit.
7. All monies received by the Bank from the Client or from any other person, capable of being applied by the Bank in reduction of the Secured Indebtedness will be considered payments in gross and the Guarantor will have no right to claim them to reduce its liability under this guarantee. The Bank will have the right to apply these monies as it may see fit, not being bound by the law of imputation. The Guarantor will have no right to be subrogated to the Bank until the Bank will have received payment in full of its claims against the Client with interest and costs.
8. The Bank will not be obliged to exhaust its recourse against the Client or other persons or the security it may hold before being entitled to payment from the Guarantor of the Secured Indebtedness and it will not be obliged to offer or deliver its security before its whole claim has been paid. The Guarantor waives all benefits of discussion and division.
9. The Guarantor will be bound by any account settled between the Bank and the Client and, if no such account has been so settled, any account stated by the Bank will be accepted by the Guarantor as conclusive evidence of the amount which at the date of the account so stated is due by the Client to the Bank.
10. The Guarantor will make payment to the Bank of the amount of his liability forthwith after demand therefor is made in writing. Such demand will be deemed to have been made when a postage-paid envelope containing it addressed to the Guarantor at his last address known to the Bank is mailed. The liability of the Guarantor will bear interest from the date of such demand at the rate or rates then applicable to the Secured Indebtedness of the Client to the Bank.
11. All indebtedness and liability, present and future, of the Client to the Guarantor are hereby postponed to the Secured Indebtedness of the Client to the Bank. All monies received from the Client or on his behalf by the Guarantor will be held in his capacity as agent and trustee for the Bank and will be paid over to the Bank forthwith. Any amount thereby received by the Guarantor will not reduce the Client's obligations to the Bank as long as this amount has not been paid to the Bank.

Any payment to which the Guarantor may be entitled to in the absence of this subordination will have to be made in favour of the Bank by the entity making the payment (i.e., the Client, a trustee in bankruptcy or further to a proposal by the Client, a liquidator, an entity carrying out a forced disposal of the assets of the Client or any other person). The Guarantor undertakes to give instructions to the entity making the payment to make this payment directly to the Bank.

Moreover, all indebtedness and liability, present and future, of the Client to the Guarantor are hereby assigned to the Bank as additional security for payment of the Secured Indebtedness. In the event that the guarantee is terminated pursuant to Section 13, this subordination and assignment will subsist until full payment of the Secured Indebtedness for which the Guarantor is liable on the date of termination.

12. This guarantee will bind the Guarantor together with his heirs, successors, executors, administrators, legal representatives and assigns until termination thereof by notice in writing to the manager of the Bank branch at which the Client's account is held, but such termination by the Guarantor or his heirs, successors, executors, administrators, legal representatives or assigns will not prevent the continuance of the liability hereunder of any other guarantor.
13. The Guarantor will indemnify the Bank for any loss suffered by the Bank if any of the debts and liabilities intended to be guaranteed hereunder is not recoverable from the Guarantor under the other provisions of this guarantee. The amount of the loss will be equal to the amount which the Bank would otherwise have been entitled to recover.
14. 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 without prejudice to any other security, by whomsoever given, held at any time by the Bank and the Bank will be under no obligation to marshal in favour of the Guarantor any such security or any of the funds or assets the Bank may be entitled to receive or have a claim upon. All the provisions of such other guarantee remain in force.
15. This guarantee and agreement will be valid 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 will be conclusive evidence against the Guarantor that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any condition has been

complied with. None of the parties will be bound by any representation or promise made by any person relative thereto which is not embodied herein. The liability of each Guarantor hereunder begins on the date of his signature on this guarantee.

- 16. This guarantee will be binding upon the undersigned and any of them, if more than one, jointly and severally between them and with the Client and also upon their heirs, executors, administrators and successors and will extend to and enure to the benefit of the successors and assigns of the Bank. Each and every provision hereof is severable and should any provision hereof be illegal or not enforceable for any reason whatsoever, such illegality or invalidity will not affect the other provisions hereof.
- 17. This guarantee will be construed and governed in accordance with the laws of the Province of Ontario and the Guarantor agrees that any legal suit, action or proceeding arising out of or relating to this guarantee may be instituted in the courts of such province, and the Guarantor hereby accepts and irrevocably submits to the jurisdiction of the said courts, and acknowledges their competence and agrees to be bound by any judgment thereof, provided that nothing herein will limit the Bank's right to bring proceedings against the Guarantor elsewhere.
- 18. The Guarantor acknowledges having read and taken cognizance of this guarantee before signing it and declares that he understands perfectly the terms, conditions and undertakings contained herein. The Guarantor also acknowledges having received a copy of this guarantee on the date hereof.

IN WITNESS WHEREOF the Guarantor has signed and affixed his seal at The City of Vaughan this 28th day of AUGUST, 2019

SIGNED, SEALED AND DELIVERED

2242462 ONTARIO LIMITED

Per: [Signature]
Name: Peter Bozzo
Title: President

I have the authority to bind the corporation.

RESOLUTION RE: GUARANTEE

RESOLUTION OF THE BOARD OF DIRECTORS OF
NIMBUS ENVIRONMENTAL SOLUTIONS INC.

(Name of Corporation)

In consideration of the loans and advances of money granted or which may be granted by National Bank of Canada (the "Bank") to its Client, Oakdale Enterprises Inc.

for the purpose of its business, and generally, in consideration of the business relations between the Bank and its Client as well as the business relations between said Client and this Corporation, and whereas the financial assistance provided to said Client in the manner hereinafter referred to is in the best interests of this Corporation,

NOW THEREFORE BE IT RESOLVED:

That this Corporation be and is hereby authorized to guarantee the payment of all sums of money, which Oakdale Enterprises Inc.

the Client owes or in the future may owe to the Bank up to an amount of UNLIMITED

dollars (\$ _____) in principal, interest, costs and incidental charges. Such guarantee shall bind this Corporation jointly and severally with the Client and shall be subject to all the terms and conditions set out on the form used at the Bank, entitled "Guarantee", a copy of which is attached hereto after having been submitted to the Directors

and that

Peter Bozzo _____ and _____, respectively

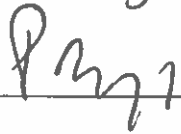
and _____, be authorized and instructed to jointly sign and execute said guarantee for and on behalf of the Corporation and that the financial assistance provided by this Corporation to said Client in said guarantee and any security required from time to time by the Bank in connection with said guarantee is in the best interests of this Corporation.

The foregoing is certified to be a true copy of a Resolution of the Board of Directors of NIMBUS ENVIRONMENTAL SOLUTIONS INC.

duly passed on _____ and which remains in full force and effect.

Dated at Vancouver this 28th day of August, 2019.

Secretary
Peter Bozzo



(Seal)

To: NATIONAL BANK OF CANADA

1. In consideration of National Bank of Canada (hereinafter the "Bank") dealing with

OAKDALE ENTERPRISES INC.

(the "Client"), the undersigned and each of them, if more than one, jointly and severally guarantee(s) payment to the Bank of all present and future debts and liabilities of the Client (direct or indirect, absolute or contingent, matured or otherwise), whether incurred by the Client alone or jointly with any person or persons, or otherwise howsoever, including all costs and disbursements incurred by the Bank in recovering or attempting to recover said debts and liabilities (the "Secured Indebtedness"), provided they are limited to

_____ in Canadian/U.S. dollars
(\$ _____) with interest thereon from the date payment is demanded, at the rate agreed upon between the Bank and the Client.

2. In this guarantee, the term "Guarantor" means the undersigned and, if there is more than one, each of them. This guarantee is a continuing guarantee and will subsist notwithstanding occasional repayment of the Secured Indebtedness in whole or in part.
3. All monies, advances, renewals and credits borrowed or effectively obtained by the Client from the Bank will be deemed to form part of the Secured Indebtedness, notwithstanding any lack of power, incapacity or disability of the Client or of the directors, partners or agents thereof, or that the Client may not be a legal or suable entity, or any irregularity, defect or invalidity in the borrowing or obtaining of such monies, advances, renewals or credits, in each case whether known to the Bank or not.
4. This guarantee will not be affected by any event, condition or circumstance or any act, delay, abstention or omission to act of any kind by the Client, the Bank or any other person, that might constitute a legal or equitable defence to or a discharge, limitation or reduction of the Guarantor's obligations hereunder, including (i) the death or loss or diminution of capacity of the Client or of the Guarantor, (ii) any change in the name of the Client or in the membership of the firm of the Client through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, (iii) the acquisition of the business of the Client by anyone, (iv) any change whatsoever in the objects, capital structure or constitution of the Client, (v) the Client or the business of the Client being amalgamated with a firm or corporation, or (vi) the bankruptcy, insolvency or winding up of the Client or any other person.
5. The Guarantor will be solely responsible for making his independent appraisal and investigation of the financial condition of the Client and for the assessment of the risks arising from this guarantee. The Bank will have no obligation to advise the Guarantor of any change in the financial condition of the Client or in the Bank's dealings with the Client.
6. This guarantee will not be diminished or modified on account of any act on the part of the Bank which would prevent subrogation from operating in favour of the Guarantor. The Bank, without exonerating in whole or in part the Guarantor, may (i) amend the terms and conditions of the debts and liabilities hereby guaranteed, (ii) grant time, renewals, extensions, indulgences, releases and discharges to and take security from the Guarantor, (iii) abstain from taking, perfecting, registering, renewing or realizing on security, (iv) accept compromises and (v) otherwise deal with the Client and with any other person or persons, including any other guarantors, as it may see fit.
7. All monies received by the Bank from the Client or from any other person, capable of being applied by the Bank in reduction of the Secured Indebtedness will be considered payments in gross and the Guarantor will have no right to claim them to reduce its liability under this guarantee. The Bank will have the right to apply these monies as it may see fit, not being bound by the law of imputation. The Guarantor will have no right to be subrogated to the Bank until the Bank will have received payment in full of its claims against the Client with interest and costs.
8. The Bank will not be obliged to exhaust its recourse against the Client or other persons or the security it may hold before being entitled to payment from the Guarantor of the Secured Indebtedness and it will not be obliged to offer or deliver its security before its whole claim has been paid. The Guarantor waives all benefits of discussion and division.
9. The Guarantor will be bound by any account settled between the Bank and the Client and, if no such account has been so settled, any account stated by the Bank will be accepted by the Guarantor as conclusive evidence of the amount which at the date of the account so stated is due by the Client to the Bank.
10. The Guarantor will make payment to the Bank of the amount of his liability forthwith after demand therefor is made in writing. Such demand will be deemed to have been made when a postage-paid envelope containing it addressed to the Guarantor at his last address known to the Bank is mailed. The liability of the Guarantor will bear interest from the date of such demand at the rate or rates then applicable to the Secured Indebtedness of the Client to the Bank.
11. All indebtedness and liability, present and future, of the Client to the Guarantor are hereby postponed to the Secured Indebtedness of the Client to the Bank. All monies received from the Client or on his behalf by the Guarantor will be held in his capacity as agent and trustee for the Bank and will be paid over to the Bank forthwith. Any amount thereby received by the Guarantor will not reduce the Client's obligations to the Bank as long as this amount has not been paid to the Bank.

Any payment to which the Guarantor may be entitled to in the absence of this subordination will have to be made in favour of the Bank by the entity making the payment (i.e., the Client, a trustee in bankruptcy or further to a proposal by the Client, a liquidator, an entity carrying out a forced disposal of the assets of the Client or any other person). The Guarantor undertakes to give instructions to the entity making the payment to make this payment directly to the Bank.

Moreover, all indebtedness and liability, present and future, of the Client to the Guarantor are hereby assigned to the Bank as additional security for payment of the Secured Indebtedness. In the event that the guarantee is terminated pursuant to Section 13, this subordination and assignment will subsist until full payment of the Secured Indebtedness for which the Guarantor is liable on the date of termination.

12. This guarantee will bind the Guarantor together with his heirs, successors, executors, administrators, legal representatives and assigns until termination thereof by notice in writing to the manager of the Bank branch at which the Client's account is held, but such termination by the Guarantor or his heirs, successors, executors, administrators, legal representatives or assigns will not prevent the continuance of the liability hereunder of any other guarantor.
13. The Guarantor will indemnify the Bank for any loss suffered by the Bank if any of the debts and liabilities intended to be guaranteed hereunder is not recoverable from the Guarantor under the other provisions of this guarantee. The amount of the loss will be equal to the amount which the Bank would otherwise have been entitled to recover.
14. 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 without prejudice to any other security, by whomsoever given, held at any time by the Bank and the Bank will be under no obligation to marshal in favour of the Guarantor any such security or any of the funds or assets the Bank may be entitled to receive or have a claim upon. All the provisions of such other guarantee remain in force.
15. This guarantee and agreement will be valid 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 will be conclusive evidence against the Guarantor that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any condition has been

complied with. None of the parties will be bound by any representation or promise made by any person relative thereto which is not embodied herein. The liability of each Guarantor hereunder begins on the date of his signature on this guarantee.

- 16. This guarantee will be binding upon the undersigned and any of them, if more than one, jointly and severally between them and with the Client and also upon their heirs, executors, administrators and successors and will extend to and enure to the benefit of the successors and assigns of the Bank. Each and every provision hereof is severable and should any provision hereof be illegal or not enforceable for any reason whatsoever, such illegality or invalidity will not affect the other provisions hereof.
- 17. This guarantee will be construed and governed in accordance with the laws of the Province of Ontario and the Guarantor agrees that any legal suit, action or proceeding arising out of or relating to this guarantee may be instituted in the courts of such province, and the Guarantor hereby accepts and irrevocably submits to the jurisdiction of the said courts, and acknowledges their competence and agrees to be bound by any judgment thereof, provided that nothing herein will limit the Bank's right to bring proceedings against the Guarantor elsewhere.
- 18. The Guarantor acknowledges having read and taken cognizance of this guarantee before signing it and declares that he understands perfectly the terms, conditions and undertakings contained herein. The Guarantor also acknowledges having received a copy of this guarantee on the date hereof.

IN WITNESS WHEREOF the Guarantor has signed and affixed his seal at the City of Vaughan
this 28th day of AUGUST, 2019

SIGNED, SEALED AND DELIVERED

NIMBUS ENVIRONMENTAL SOLUTIONS INC.

Per: [Signature]
Name: Peter Bozzo
Title: President

I have the authority to bind the corporation.

RESOLUTION RE: GUARANTEE

RESOLUTION OF THE BOARD OF DIRECTORS OF
NIMBUS WATER SYSTEMS INC.

(Name of Corporation)

In consideration of the loans and advances of money granted or which may be granted by National Bank of Canada (the "Bank") to its Client, Oakdale Enterprises Inc.

for the purpose of its business, and generally, in consideration of the business relations between the Bank and its Client as well as the business relations between said Client and this Corporation, and whereas the financial assistance provided to said Client in the manner hereinafter referred to is in the best interests of this Corporation,

NOW THEREFORE BE IT RESOLVED:

That this Corporation be and is hereby authorized to guarantee the payment of all sums of money, which Oakdale Enterprises Inc.

the Client owes or in the future may owe to the Bank up to an amount of **UNLIMITED**

dollars (\$ _____) in principal, interest, costs and incidental charges. Such guarantee shall bind this Corporation jointly and severally with the Client and shall be subject to all the terms and conditions set out on the form used at the Bank, entitled "Guarantee", a copy of which is attached hereto after having been submitted to the Directors

and that

Peter Bozzo and _____, respectively

_____ and _____, be authorized and instructed to jointly sign and execute said guarantee for and on behalf of the Corporation and that the financial assistance provided by this Corporation to said Client in said guarantee and any security required from time to time by the Bank in connection with said guarantee is in the best interests of this Corporation.

The foregoing is certified to be a true copy of a Resolution of the Board of Directors of NIMBUS WATER SYSTEMS INC.

duly passed on _____ and which remains in full force and effect.

Dated at Vaughan this 28th day of August, 2019.

P Bozzo
Secretary
Peter Bozzo
(Seal)

to: NATIONAL BANK OF CANADA

In consideration of National Bank of Canada (hereinafter the "Bank") dealing with

OAKDALE ENTERPRISES INC.

(the "Client"), the undersigned and each of them, if more than one, jointly and severally guarantee(s) payment to the Bank of all present and future debts and liabilities of the Client (direct or indirect, absolute or contingent, matured or otherwise), whether incurred by the Client alone or jointly with any person or persons, or otherwise howsoever, including all costs and disbursements incurred by the Bank in recovering or attempting to recover said debts and liabilities (the "Secured Indebtedness"), provided they are limited to

_____ in Canadian/U.S. dollars (\$ _____) with interest thereon from the date payment is demanded, at the rate agreed upon between the Bank and the Client.

- In this guarantee, the term "Guarantor" means the undersigned and, if there is more than one, each of them. This guarantee is a continuing guarantee and will subsist notwithstanding occasional repayment of the Secured Indebtedness in whole or in part.
 - All monies, advances, renewals and credits borrowed or effectively obtained by the Client from the Bank will be deemed to form part of the Secured Indebtedness, notwithstanding any lack of power, incapacity or disability of the Client or of the directors, partners or agents thereof, or that the Client may not be a legal or suable entity, or any irregularity, defect or invalidity in the borrowing or obtaining of such monies, advances, renewals or credits, in each case whether known to the Bank or not.
 - This guarantee will not be affected by any event, condition or circumstance or any act, delay, abstention or omission to act of any kind by the Client, the Bank or any other person, that might constitute a legal or equitable defence to or a discharge, limitation or reduction of the Guarantor's obligations hereunder, including (i) the death or loss or diminution of capacity of the Client or of the Guarantor, (ii) any change in the name of the Client or in the membership of the firm of the Client through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, (iii) the acquisition of the business of the Client by anyone, (iv) any change whatsoever in the objects, capital structure or constitution of the Client, (v) the Client or the business of the Client being amalgamated with a firm or corporation, or (vi) the bankruptcy, insolvency or winding up of the Client or any other person.
 - The Guarantor will be solely responsible for making his independent appraisal and investigation of the financial condition of the Client and for the assessment of the risks arising from this guarantee. The Bank will have no obligation to advise the Guarantor of any change in the financial condition of the Client or in the Bank's dealings with the Client.
 - This guarantee will not be diminished or modified on account of any act on the part of the Bank which would prevent subrogation from operating in favour of the Guarantor. The Bank, without exonerating in whole or in part the Guarantor, may (i) amend the terms and conditions of the debts and liabilities hereby guaranteed, (ii) grant time, renewals, extensions, indulgences, releases and discharges to and take security from the Guarantor, (iii) abstain from taking, perfecting, registering, renewing or realizing on security, (iv) accept compromises and (v) otherwise deal with the Client and with any other person or persons, including any other guarantors, as it may see fit.
 - All monies received by the Bank from the Client or from any other person, capable of being applied by the Bank in reduction of the Secured Indebtedness will be considered payments in gross and the Guarantor will have no right to claim them to reduce its liability under this guarantee. The Bank will have the right to apply these monies as it may see fit, not being bound by the law of imputation. The Guarantor will have no right to be subrogated to the Bank until the Bank will have received payment in full of its claims against the Client with interest and costs.
 - The Bank will not be obliged to exhaust its recourse against the Client or other persons or the security it may hold before being entitled to payment from the Guarantor of the Secured Indebtedness and it will not be obliged to offer or deliver its security before its whole claim has been paid. The Guarantor waives all benefits of discussion and division.
 - The Guarantor will be bound by any account settled between the Bank and the Client and, if no such account has been so settled, any account stated by the Bank will be accepted by the Guarantor as conclusive evidence of the amount which at the date of the account so stated is due by the Client to the Bank.
0. The Guarantor will make payment to the Bank of the amount of his liability forthwith after demand therefor is made in writing. Such demand will be deemed to have been made when a postage-paid envelope containing it addressed to the Guarantor at his last address known to the Bank is mailed. The liability of the Guarantor will bear interest from the date of such demand at the rate or rates then applicable to the Secured Indebtedness of the Client to the Bank.
1. All indebtedness and liability, present and future, of the Client to the Guarantor are hereby postponed to the Secured Indebtedness of the Client to the Bank. All monies received from the Client or on his behalf by the Guarantor will be held in his capacity as agent and trustee for the Bank and will be paid over to the Bank forthwith. Any amount thereby received by the Guarantor will not reduce the Client's obligations to the Bank as long as this amount has not been paid to the Bank.
- Any payment to which the Guarantor may be entitled to in the absence of this subordination will have to be made in favour of the Bank by the entity making the payment (i.e., the Client, a trustee in bankruptcy or further to a proposal by the Client, a liquidator, an entity carrying out a forced disposal of the assets of the Client or any other person). The Guarantor undertakes to give instructions to the entity making the payment to make this payment directly to the Bank.
- Moreover, all indebtedness and liability, present and future, of the Client to the Guarantor are hereby assigned to the Bank as additional security for payment of the Secured Indebtedness. In the event that the guarantee is terminated pursuant to Section 13, this subordination and assignment will subsist until full payment of the Secured Indebtedness for which the Guarantor is liable on the date of termination.
- 2. This guarantee will bind the Guarantor together with his heirs, successors, executors, administrators, legal representatives and assigns until termination thereof by notice in writing to the manager of the Bank branch at which the Client's account is held, but such termination by the Guarantor or his heirs, successors, executors, administrators, legal representatives or assigns will not prevent the continuance of the liability hereunder of any other guarantor.
 - 3. The Guarantor will indemnify the Bank for any loss suffered by the Bank if any of the debts and liabilities intended to be guaranteed hereunder is not recoverable from the Guarantor under the other provisions of this guarantee. The amount of the loss will be equal to the amount which the Bank would otherwise have been entitled to recover.
 - 4. 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 without prejudice to any other security, by whomsoever given, held at any time by the Bank and the Bank will be under no obligation to marshal in favour of the Guarantor any such security or any of the funds or assets the Bank may be entitled to receive or have a claim upon. All the provisions of such other guarantee remain in force.
 - 5. This guarantee and agreement will be valid 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 will be conclusive evidence against the Guarantor that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any condition has been

complied with. None of the parties will be bound by any representation or promise made by any person relative thereto which is not embodied herein. The liability of each Guarantor hereunder begins on the date of his signature on this guarantee.

- 6. This guarantee will be binding upon the undersigned and any of them, if more than one, jointly and severally between them and with the Client and also upon their heirs, executors, administrators and successors and will extend to and enure to the benefit of the successors and assigns of the Bank. Each and every provision hereof is severable and should any provision hereof be illegal or not enforceable for any reason whatsoever, such illegality or invalidity will not affect the other provisions hereof.
- 7. This guarantee will be construed and governed in accordance with the laws of the Province of Ontario and the Guarantor agrees that any legal suit, action or proceeding arising out of or relating to this guarantee may be instituted in the courts of such province, and the Guarantor hereby accepts and irrevocably submits to the jurisdiction of the said courts, and acknowledges their competence and agrees to be bound by any judgment thereof, provided that nothing herein will limit the Bank's right to bring proceedings against the Guarantor elsewhere.
- 8. The Guarantor acknowledges having read and taken cognizance of this guarantee before signing it and declares that he understands perfectly the terms, conditions and undertakings contained herein. The Guarantor also acknowledges having received a copy of this guarantee on the date hereof.

N WITNESS WHEREOF the Guarantor has signed and affixed his seal at City of Vaughan his 28 day of AUGUST, 2019

SIGNED, SEALED AND DELIVERED

NIMBUS WATER SYSTEMS INC.

Per: [Signature]
Name: Peter Bozzo
Title: President

I have the authority to bind the corporation.

RESOLUTION RE: GUARANTEE

RESOLUTION OF THE BOARD OF DIRECTORS OF
WATER FILTER CART INC.

(Name of Corporation)

In consideration of the loans and advances of money granted or which may be granted by National Bank of Canada (the "Bank") to its Client, Oakdale Enterprises Inc. for the purpose of its business, and generally, in consideration of the business relations between the Bank and its Client as well as the business relations between said Client and this Corporation, and whereas the financial assistance provided to said Client in the manner hereinafter referred to is in the best interests of this Corporation,

NOW THEREFORE BE IT RESOLVED:

That this Corporation be and is hereby authorized to guarantee the payment of all sums of money, which Oakdale Enterprises Inc.

the Client owes or in the future may owe to the Bank up to an amount of **UNLIMITED**

dollars (\$ _____) in principal interest, costs and incidental charges. Such guarantee shall bind this Corporation jointly and severally with the Client and shall be subject to all the terms and conditions set out on the form used at the Bank, entitled "Guarantee", a copy of which is attached hereto after having been submitted to the Directors and that

Peter Bozzo _____ and _____, respectively

_____ and _____, be authorized and instructed to jointly sign and execute said guarantee for and on behalf of the Corporation and that the financial assistance provided by this Corporation to said Client in said guarantee and any security required from time to time by the Bank in connection with said guarantee is in the best interests of this Corporation.

The foregoing is certified to be a true copy of a Resolution of the Board of Directors of WATER FILTER CART INC.

duly passed on _____ and which remains in full force and effect.

Dated at Vancouver this 28 day of August, 2019

P Bozzo
Secretary
Peter Bozzo
(Seal)

To: NATIONAL BANK OF CANADA

1. In consideration of National Bank of Canada (hereinafter the "Bank") dealing with

OAKDALE ENTERPRISES INC.

(the "Client"), the undersigned and each of them, if more than one, jointly and severally guarantee(s) payment to the Bank of all present and future debts and liabilities of the Client (direct or indirect, absolute or contingent, matured or otherwise), whether incurred by the Client alone or jointly with any person or persons, or otherwise howsoever, including all costs and disbursements incurred by the Bank in recovering or attempting to recover said debts and liabilities (the "Secured Indebtedness"), provided they are limited to

_____ in Canadian/U.S. dollars
(\$ _____) with interest thereon from the date payment is demanded, at the rate agreed upon between the Bank and the Client.

2. In this guarantee, the term "Guarantor" means the undersigned and, if there is more than one, each of them. This guarantee is a continuing guarantee and will subsist notwithstanding occasional repayment of the Secured Indebtedness in whole or in part.
3. All monies, advances, renewals and credits borrowed or effectively obtained by the Client from the Bank will be deemed to form part of the Secured Indebtedness, notwithstanding any lack of power, incapacity or disability of the Client or of the directors, partners or agents thereof, or that the Client may not be a legal or suable entity, or any irregularity, defect or invalidity in the borrowing or obtaining of such monies, advances, renewals or credits, in each case whether known to the Bank or not.
4. This guarantee will not be affected by any event, condition or circumstance or any act, delay, abstention or omission to act of any kind by the Client, the Bank or any other person, that might constitute a legal or equitable defence to or a discharge, limitation or reduction of the Guarantor's obligations hereunder, including (i) the death or loss or diminution of capacity of the Client or of the Guarantor, (ii) any change in the name of the Client or in the membership of the firm of the Client through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, (iii) the acquisition of the business of the Client by anyone, (iv) any change whatsoever in the objects, capital structure or constitution of the Client, (v) the Client or the business of the Client being amalgamated with a firm or corporation, or (vi) the bankruptcy, insolvency or winding up of the Client or any other person.
5. The Guarantor will be solely responsible for making his independent appraisal and investigation of the financial condition of the Client and for the assessment of the risks arising from this guarantee. The Bank will have no obligation to advise the Guarantor of any change in the financial condition of the Client or in the Bank's dealings with the Client.
6. This guarantee will not be diminished or modified on account of any act on the part of the Bank which would prevent subrogation from operating in favour of the Guarantor. The Bank, without exonerating in whole or in part the Guarantor, may (i) amend the terms and conditions of the debts and liabilities hereby guaranteed, (ii) grant time, renewals, extensions, indulgences, releases and discharges to and take security from the Guarantor, (iii) abstain from taking, perfecting, registering, renewing or realizing on security, (iv) accept compromises and (v) otherwise deal with the Client and with any other person or persons, including any other guarantors, as it may see fit.
7. All monies received by the Bank from the Client or from any other person, capable of being applied by the Bank in reduction of the Secured Indebtedness will be considered payments in gross and the Guarantor will have no right to claim them to reduce its liability under this guarantee. The Bank will have the right to apply these monies as it may see fit, not being bound by the law of imputation. The Guarantor will have no right to be subrogated to the Bank until the Bank will have received payment in full of its claims against the Client with interest and costs.
8. The Bank will not be obliged to exhaust its recourse against the Client or other persons or the security it may hold before being entitled to payment from the Guarantor of the Secured Indebtedness and it will not be obliged to offer or deliver its security before its whole claim has been paid. The Guarantor waives all benefits of discussion and division.
9. The Guarantor will be bound by any account settled between the Bank and the Client and, if no such account has been so settled, any account stated by the Bank will be accepted by the Guarantor as conclusive evidence of the amount which at the date of the account so stated is due by the Client to the Bank.
10. The Guarantor will make payment to the Bank of the amount of his liability forthwith after demand therefor is made in writing. Such demand will be deemed to have been made when a postage-paid envelope containing it addressed to the Guarantor at his last address known to the Bank is mailed. The liability of the Guarantor will bear interest from the date of such demand at the rate or rates then applicable to the Secured Indebtedness of the Client to the Bank.
11. All indebtedness and liability, present and future, of the Client to the Guarantor are hereby postponed to the Secured Indebtedness of the Client to the Bank. All monies received from the Client or on his behalf by the Guarantor will be held in his capacity as agent and trustee for the Bank and will be paid over to the Bank forthwith. Any amount thereby received by the Guarantor will not reduce the Client's obligations to the Bank as long as this amount has not been paid to the Bank.

Any payment to which the Guarantor may be entitled to in the absence of this subordination will have to be made in favour of the Bank by the entity making the payment (i.e., the Client, a trustee in bankruptcy or further to a proposal by the Client, a liquidator, an entity carrying out a forced disposal of the assets of the Client or any other person). The Guarantor undertakes to give instructions to the entity making the payment to make this payment directly to the Bank.

Moreover, all indebtedness and liability, present and future, of the Client to the Guarantor are hereby assigned to the Bank as additional security for payment of the Secured Indebtedness. In the event that the guarantee is terminated pursuant to Section 13, this subordination and assignment will subsist until full payment of the Secured Indebtedness for which the Guarantor is liable on the date of termination.

12. This guarantee will bind the Guarantor together with his heirs, successors, executors, administrators, legal representatives and assigns until termination thereof by notice in writing to the manager of the Bank branch at which the Client's account is held, but such termination by the Guarantor or his heirs, successors, executors, administrators, legal representatives or assigns will not prevent the continuance of the liability hereunder of any other guarantor.
13. The Guarantor will indemnify the Bank for any loss suffered by the Bank if any of the debts and liabilities intended to be guaranteed hereunder is not recoverable from the Guarantor under the other provisions of this guarantee. The amount of the loss will be equal to the amount which the Bank would otherwise have been entitled to recover.
14. 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 without prejudice to any other security, by whomsoever given, held at any time by the Bank and the Bank will be under no obligation to marshal in favour of the Guarantor any such security or any of the funds or assets the Bank may be entitled to receive or have a claim upon. All the provisions of such other guarantee remain in force.
15. This guarantee and agreement will be valid 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 will be conclusive evidence against the Guarantor that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any condition has been

complied with. None of the parties will be bound by any representation or promise made by any person relative thereto which is not embodied herein. The liability of each Guarantor hereunder begins on the date of his signature on this guarantee.

- 16. This guarantee will be binding upon the undersigned and any of them, if more than one, jointly and severally between them and with the Client and also upon their heirs, executors, administrators and successors and will extend to and enure to the benefit of the successors and assigns of the Bank. Each and every provision hereof is severable and should any provision hereof be illegal or not enforceable for any reason whatsoever, such illegality or invalidity will not affect the other provisions hereof.
- 17. This guarantee will be construed and governed in accordance with the laws of the Province of Ontario and the Guarantor agrees that any legal suit, action or proceeding arising out of or relating to this guarantee may be instituted in the courts of such province, and the Guarantor hereby accepts and irrevocably submits to the jurisdiction of the said courts, and acknowledges their competence and agrees to be bound by any judgment thereof, provided that nothing herein will limit the Bank's right to bring proceedings against the Guarantor elsewhere.
- 18. The Guarantor acknowledges having read and taken cognizance of this guarantee before signing it and declares that he understands perfectly the terms, conditions and undertakings contained herein. The Guarantor also acknowledges having received a copy of this guarantee on the date hereof.

IN WITNESS WHEREOF the Guarantor has signed and affixed his seal at CITY OF VAUGHAN,
this 28 day of AUGUST, 2019

SIGNED, SEALED AND DELIVERED

WATER FILTER CART INC.

Per: [Signature]
Name: Peter Bozzo
Title: President

I have the authority to bind the corporation.

RESOLUTION RE: GUARANTEE

RESOLUTION OF THE BOARD OF DIRECTORS OF

2242462 ONTARIO LIMITED C151013030

(Name of Corporation)

In consideration of the loans and advances of money granted or which may be granted by National Bank of Canada (the "Bank") to its Client, NIMBUS ENVIRONMENTAL SOLUTIONS INC. for the purpose of its business, and generally, in consideration of the business relations between the Bank and its Client as well as the business relations between said Client and this Corporation, and whereas the financial assistance provided to said Client in the manner hereinafter referred to is in the best interests of this Corporation,

NOW THEREFORE BE IT RESOLVED:

That this Corporation be and is hereby authorized to guarantee the payment of all sums of money, which NIMBUS ENVIRONMENTAL SOLUTIONS INC.

the Client owes or in the future may owe to the Bank up to an amount of UNLIMITED

dollars (\$) in principal, interest, costs and incidental charges. Such guarantee shall bind this Corporation jointly and severally with the Client and shall be subject to all the terms and conditions set out on the form used at the Bank, entitled "Guarantee", a copy of which is attached hereto after having been submitted to the Directors and that

Peter Bozzo and _____, respectively

and _____, be authorized and instructed to jointly sign and execute said guarantee for and on behalf of the Corporation and that the financial assistance provided by this Corporation to said Client in said guarantee and any security required from time to time by the Bank in connection with said guarantee is in the best interests of this Corporation.

The foregoing is certified to be a true copy of a Resolution of the Board of Directors of 2242462 ONTARIO LIMITED

duly passed on August, 2019 and which remains in full force and effect.

Dated at Vaughan this 28 day of August, 2019.

P Bozzo
Secretary
Peter Bozzo
(Seal)

CIS 1013030

To: NATIONAL BANK OF CANADA

1. In consideration of National Bank of Canada (hereinafter the "Bank") dealing with

NIMBUS ENVIRONMENTAL SOLUTIONS INC.

(the "Client"), the undersigned and each of them, if more than one, jointly and severally guarantee(s) payment to the Bank of all present and future debts and liabilities of the Client (direct or indirect, absolute or contingent, matured or otherwise), whether incurred by the Client alone or jointly with any person or persons, or otherwise howsoever, including all costs and disbursements incurred by the Bank in recovering or attempting to recover said debts and liabilities (the "Secured Indebtedness"), provided they are limited to

UNLIMITED in Canadian/U.S. dollars (\$ _____) with interest thereon from the date payment is demanded, at the rate agreed upon between the Bank and the Client.

2. In this guarantee, the term "Guarantor" means the undersigned and, if there is more than one, each of them. This guarantee is a continuing guarantee and will subsist notwithstanding occasional repayment of the Secured Indebtedness in whole or in part.
3. All monies, advances, renewals and credits borrowed or effectively obtained by the Client from the Bank will be deemed to form part of the Secured Indebtedness, notwithstanding any lack of power, incapacity or disability of the Client or of the directors, partners or agents thereof, or that the Client may not be a legal or suable entity, or any irregularity, defect or invalidity in the borrowing or obtaining of such monies, advances, renewals or credits, in each case whether known to the Bank or not.
4. This guarantee will not be affected by any event, condition or circumstance or any act, delay, abstention or omission to act of any kind by the Client, the Bank or any other person, that might constitute a legal or equitable defence to or a discharge, limitation or reduction of the Guarantor's obligations hereunder, including (i) the death or loss or diminution of capacity of the Client or of the Guarantor, (ii) any change in the name of the Client or in the membership of the firm of the Client through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, (iii) the acquisition of the business of the Client by anyone, (iv) any change whatsoever in the objects, capital structure or constitution of the Client, (v) the Client or the business of the Client being amalgamated with a firm or corporation, or (vi) the bankruptcy, insolvency or winding up of the Client or any other person.
5. The Guarantor will be solely responsible for making his independent appraisal and investigation of the financial condition of the Client and for the assessment of the risks arising from this guarantee. The Bank will have no obligation to advise the Guarantor of any change in the financial condition of the Client or in the Bank's dealings with the Client.
6. This guarantee will not be diminished or modified on account of any act on the part of the Bank which would prevent subrogation from operating in favour of the Guarantor. The Bank, without exonerating in whole or in part the Guarantor, may (i) amend the terms and conditions of the debts and liabilities hereby guaranteed, (ii) grant time, renewals, extensions, indulgences, releases and discharges to and take security from the Guarantor, (iii) abstain from taking, perfecting, registering, renewing or realizing on security, (iv) accept compromises and (v) otherwise deal with the Client and with any other person or persons, including any other guarantors, as it may see fit.
7. All monies received by the Bank from the Client or from any other person, capable of being applied by the Bank in reduction of the Secured Indebtedness will be considered payments in gross and the Guarantor will have no right to claim them to reduce its liability under this guarantee. The Bank will have the right to apply these monies as it may see fit, not being bound by the law of imputation. The Guarantor will have no right to be subrogated to the Bank until the Bank will have received payment in full of its claims against the Client with interest and costs.
8. The Bank will not be obliged to exhaust its recourse against the Client or other persons or the security it may hold before being entitled to payment from the Guarantor of the Secured Indebtedness and it will not be obliged to offer or deliver its security before its whole claim has been paid. The Guarantor waives all benefits of discussion and division.
9. The Guarantor will be bound by any account settled between the Bank and the Client and, if no such account has been so settled, any account stated by the Bank will be accepted by the Guarantor as conclusive evidence of the amount which at the date of the account so stated is due by the Client to the Bank.
10. The Guarantor will make payment to the Bank of the amount of his liability forthwith after demand therefor is made in writing. Such demand will be deemed to have been made when a postage-paid envelope containing it addressed to the Guarantor at his last address known to the Bank is mailed. The liability of the Guarantor will bear interest from the date of such demand at the rate or rates then applicable to the Secured Indebtedness of the Client to the Bank.
11. All indebtedness and liability, present and future, of the Client to the Guarantor are hereby postponed to the Secured Indebtedness of the Client to the Bank. All monies received from the Client or on his behalf by the Guarantor will be held in his capacity as agent and trustee for the Bank and will be paid over to the Bank forthwith. Any amount thereby received by the Guarantor will not reduce the Client's obligations to the Bank as long as this amount has not been paid to the Bank.

Any payment to which the Guarantor may be entitled to in the absence of this subordination will have to be made in favour of the Bank by the entity making the payment (i.e., the Client, a trustee in bankruptcy or further to a proposal by the Client, a liquidator, an entity carrying out a forced disposal of the assets of the Client or any other person). The Guarantor undertakes to give instructions to the entity making the payment to make this payment directly to the Bank.

Moreover, all indebtedness and liability, present and future, of the Client to the Guarantor are hereby assigned to the Bank as additional security for payment of the Secured Indebtedness. In the event that the guarantee is terminated pursuant to Section 13, this subordination and assignment will subsist until full payment of the Secured Indebtedness for which the Guarantor is liable on the date of termination.

12. This guarantee will bind the Guarantor together with his heirs, successors, executors, administrators, legal representatives and assigns until termination thereof by notice in writing to the manager of the Bank branch at which the Client's account is held, but such termination by the Guarantor or his heirs, successors, executors, administrators, legal representatives or assigns will not prevent the continuance of the liability hereunder of any other guarantor.
13. The Guarantor will indemnify the Bank for any loss suffered by the Bank if any of the debts and liabilities intended to be guaranteed hereunder is not recoverable from the Guarantor under the other provisions of this guarantee. The amount of the loss will be equal to the amount which the Bank would otherwise have been entitled to recover.
14. 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 without prejudice to any other security, by whomsoever given, held at any time by the Bank and the Bank will be under no obligation to marshal in favour of the Guarantor any such security or any of the funds or assets the Bank may be entitled to receive or have a claim upon. All the provisions of such other guarantee remain in force.
15. This guarantee and agreement will be valid 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 will be conclusive evidence against the Guarantor that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any condition has been

complied with. None of the parties will be bound by any representation or promise made by any person relative thereto which is not embodied herein. The liability of each Guarantor hereunder begins on the date of his signature on this guarantee.

- 16. This guarantee will be binding upon the undersigned and any of them, if more than one, jointly and severally between them and with the Client and also upon their heirs, executors, administrators and successors and will extend to and enure to the benefit of the successors and assigns of the Bank. Each and every provision hereof is severable and should any provision hereof be illegal or not enforceable for any reason whatsoever, such illegality or invalidity will not affect the other provisions hereof.
- 17. This guarantee will be construed and governed in accordance with the laws of the Province of Ontario and the Guarantor agrees that any legal suit, action or proceeding arising out of or relating to this guarantee may be instituted in the courts of such province, and the Guarantor hereby accepts and irrevocably submits to the jurisdiction of the said courts, and acknowledges their competence and agrees to be bound by any judgment thereof, provided that nothing herein will limit the Bank's right to bring proceedings against the Guarantor elsewhere.
- 18. The Guarantor acknowledges having read and taken cognizance of this guarantee before signing it and declares that he understands perfectly the terms, conditions and undertakings contained herein. The Guarantor also acknowledges having received a copy of this guarantee on the date hereof.

IN WITNESS WHEREOF the Guarantor has signed and affixed his seal at The City of Vaughan this 28 day of AUGUST, 2019

SIGNED, SEALED AND DELIVERED

2242462 ONTARIO LIMITED

Per: [Signature]
Name: Peter Bozzo
Title: President

I have the authority to bind the corporation.

This is Exhibit "H" referred to in the
Affidavit of Sonia De Lorenzi sworn before me
this 19th day of August, 2021.

A handwritten signature in black ink, appearing to be 'S. De Lorenzi', written over a horizontal line.

A Commissioner for taking affidavits

To: NATIONAL BANK OF CANADA

1. In consideration of National Bank of Canada (hereinafter the "Bank") dealing with

OAKDALE ENTERPRISES INC.

(the "Client"), the undersigned and each of them, if more than one, jointly and severally guarantee(s) payment to the Bank of all present and future debts and liabilities of the Client (direct or indirect, absolute or contingent, matured or otherwise), whether incurred by the Client alone or jointly with any person or persons, or otherwise howsoever, including all costs and disbursements incurred by the Bank in recovering or attempting to recover said debts and liabilities (the "Secured Indebtedness"), provided they are limited to

One Million Nine Hundred & Eighty Thousand _____ in Canadian dollars
(\$ 1,980,000.00 _____) with interest thereon from the date payment is demanded, at the rate agreed upon between the Bank and the Client.

2. In this guarantee, the term "Guarantor" means the undersigned and, if there is more than one, each of them. This guarantee is a continuing guarantee and will subsist notwithstanding occasional repayment of the Secured Indebtedness in whole or in part.
3. All monies, advances, renewals and credits borrowed or effectively obtained by the Client from the Bank will be deemed to form part of the Secured Indebtedness, notwithstanding any lack of power, incapacity or disability of the Client or of the directors, partners or agents thereof, or that the Client may not be a legal or suable entity, or any irregularity, defect or invalidity in the borrowing or obtaining of such monies, advances, renewals or credits, in each case whether known to the Bank or not.
4. This guarantee will not be affected by any event, condition or circumstance or any act, delay, abstention or omission to act of any kind by the Client, the Bank or any other person, that might constitute a legal or equitable defence to or a discharge, limitation or reduction of the Guarantor's obligations hereunder, including (i) the death or loss or diminution of capacity of the Client or of the Guarantor, (ii) any change in the name of the Client or in the membership of the firm of the Client through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, (iii) the acquisition of the business of the Client by anyone, (iv) any change whatsoever in the objects, capital structure or constitution of the Client, (v) the Client or the business of the Client being amalgamated with a firm or corporation, or (vi) the bankruptcy, insolvency or winding up of the Client or any other person.
5. The Guarantor will be solely responsible for making his independent appraisal and investigation of the financial condition of the Client and for the assessment of the risks arising from this guarantee. The Bank will have no obligation to advise the Guarantor of any change in the financial condition of the Client or in the Bank's dealings with the Client.
6. This guarantee will not be diminished or modified on account of any act on the part of the Bank which would prevent subrogation from operating in favour of the Guarantor. The Bank, without exonerating in whole or in part the Guarantor, may (i) amend the terms and conditions of the debts and liabilities hereby guaranteed, (ii) grant time, renewals, extensions, indulgences, releases and discharges to and take security from the Guarantor, (iii) abstain from taking, perfecting, registering, renewing or realizing on security, (iv) accept compromises and (v) otherwise deal with the Client and with any other person or persons, including any other guarantors, as it may see fit.
7. All monies received by the Bank from the Client or from any other person, capable of being applied by the Bank in reduction of the Secured Indebtedness will be considered payments in gross and the Guarantor will have no right to claim them to reduce its liability under this guarantee. The Bank will have the right to apply these monies as it may see fit, not being bound by the law of imputation. The Guarantor will have no right to be subrogated to the Bank until the Bank will have received payment in full of its claims against the Client with interest and costs.
8. The Bank will not be obliged to exhaust its recourse against the Client or other persons or the security it may hold before being entitled to payment from the Guarantor of the Secured Indebtedness and it will not be obliged to offer or deliver its security before its whole claim has been paid. The Guarantor waives all benefits of discussion and division.
9. The Guarantor will be bound by any account settled between the Bank and the Client and, if no such account has been so settled, any account stated by the Bank will be accepted by the Guarantor as conclusive evidence of the amount which at the date of the account so stated is due by the Client to the Bank.
10. The Guarantor will make payment to the Bank of the amount of his liability forthwith after demand therefor is made in writing. Such demand will be deemed to have been made when a postage-paid envelope containing it addressed to the Guarantor at his last address known to the Bank is mailed. The liability of the Guarantor will bear interest from the date of such demand at the rate or rates then applicable to the Secured Indebtedness of the Client to the Bank.
11. All indebtedness and liability, present and future, of the Client to the Guarantor are hereby postponed to the Secured Indebtedness of the Client to the Bank. All monies received from the Client or on his behalf by the Guarantor will be held in his capacity as agent and trustee for the Bank and will be paid over to the Bank forthwith. Any amount thereby received by the Guarantor will not reduce the Client's obligations to the Bank as long as this amount has not been paid to the Bank.

Any payment to which the Guarantor may be entitled to in the absence of this subordination will have to be made in favour of the Bank by the entity making the payment (i.e., the Client, a trustee in bankruptcy or further to a proposal by the Client, a liquidator, an entity carrying out a forced disposal of the assets of the Client or any other person). The Guarantor undertakes to give instructions to the entity making the payment to make this payment directly to the Bank.

Moreover, all indebtedness and liability, present and future, of the Client to the Guarantor are hereby assigned to the Bank as additional security for payment of the Secured Indebtedness. In the event that the guarantee is terminated pursuant to Section 13, this subordination and assignment will subsist until full payment of the Secured Indebtedness for which the Guarantor is liable on the date of termination.

12. This guarantee will bind the Guarantor together with his heirs, successors, executors, administrators, legal representatives and assigns until termination thereof by notice in writing to the manager of the Bank branch at which the Client's account is held, but such termination by the Guarantor or his heirs, successors, executors, administrators, legal representatives or assigns will not prevent the continuance of the liability hereunder of any other guarantor.
13. The Guarantor will indemnify the Bank for any loss suffered by the Bank if any of the debts and liabilities intended to be guaranteed hereunder is not recoverable from the Guarantor under the other provisions of this guarantee. The amount of the loss will be equal to the amount which the Bank would otherwise have been entitled to recover.
14. 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 without prejudice to any other security, by whomsoever given, held at any time by the Bank and the Bank will be under no obligation to marshal in favour of the Guarantor any such security or any of the funds or assets the Bank may be entitled to receive or have a claim upon. All the provisions of such other guarantee remain in force.
15. This guarantee and agreement will be valid 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 will be conclusive evidence against the Guarantor that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any condition has been

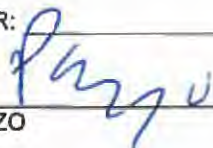
complied with. None of the parties will be bound by any representation or promise made by any person relative thereto which is not embodied herein. The liability of each Guarantor hereunder begins on the date of his signature on this guarantee.

- 16. This guarantee will be binding upon the undersigned and any of them, if more than one, jointly and severally between them and with the Client and also upon their heirs, executors, administrators and successors and will extend to and enure to the benefit of the successors and assigns of the Bank. Each and every provision hereof is severable and should any provision hereof be illegal or not enforceable for any reason whatsoever, such illegality or invalidity will not affect the other provisions hereof.
- 17. This guarantee will be construed and governed in accordance with the laws of the Province of Ontario and the Guarantor agrees that any legal suit, action or proceeding arising out of or relating to this guarantee may be instituted in the courts of such province, and the Guarantor hereby accepts and irrevocably submits to the jurisdiction of the said courts, and acknowledges their competence and agrees to be bound by any judgment thereof, provided that nothing herein will limit the Bank's right to bring proceedings against the Guarantor elsewhere.
- 18. The Guarantor acknowledges having read and taken cognizance of this guarantee before signing it and declares that he understands perfectly the terms, conditions and undertakings contained herein. The Guarantor also acknowledges having received a copy of this guarantee on the date hereof.

IN WITNESS WHEREOF the Guarantor has signed and affixed his seal at City of Vaughan this 28th day of AUGUST, 2019

WITNESS


First name and last name (in block letters)

GUARANTOR:


PETER BOZZO

ERICA D. CAPPELCO

B022 P2 3A1196001

To: NATIONAL BANK OF CANADA

1. In consideration of National Bank of Canada (hereinafter the "Bank") dealing with

NIMBUS ENVIRONMENTAL SOLUTIONS INC.

(the "Client"), the undersigned and each of them, if more than one, jointly and severally guarantee(s) payment to the Bank of all present and future debts and liabilities of the Client (direct or indirect, absolute or contingent, matured or otherwise), whether incurred by the Client alone or jointly with any person or persons, or otherwise howsoever, including all costs and disbursements incurred by the Bank in recovering or attempting to recover said debts and liabilities (the "Secured Indebtedness"), provided they are limited to

One Million Four Hundred & Eighty Two Thousand Five Hundred _____ in Canadian dollars
(\$ 1,482,500.00) with interest thereon from the date payment is demanded, at the rate agreed upon between the Bank and the Client.

2. In this guarantee, the term "Guarantor" means the undersigned and, if there is more than one, each of them. This guarantee is a continuing guarantee and will subsist notwithstanding occasional repayment of the Secured Indebtedness in whole or in part.
3. All monies, advances, renewals and credits borrowed or effectively obtained by the Client from the Bank will be deemed to form part of the Secured Indebtedness, notwithstanding any lack of power, incapacity or disability of the Client or of the directors, partners or agents thereof, or that the Client may not be a legal or suable entity, or any irregularity, defect or invalidity in the borrowing or obtaining of such monies, advances, renewals or credits, in each case whether known to the Bank or not.
4. This guarantee will not be affected by any event, condition or circumstance or any act, delay, abstention or omission to act of any kind by the Client, the Bank or any other person, that might constitute a legal or equitable defence to or a discharge, limitation or reduction of the Guarantor's obligations hereunder, including (i) the death or loss or diminution of capacity of the Client or of the Guarantor, (ii) any change in the name of the Client or in the membership of the firm of the Client through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, (iii) the acquisition of the business of the Client by anyone, (iv) any change whatsoever in the objects, capital structure or constitution of the Client, (v) the Client or the business of the Client being amalgamated with a firm or corporation, or (vi) the bankruptcy, insolvency or winding up of the Client or any other person.
5. The Guarantor will be solely responsible for making his independent appraisal and investigation of the financial condition of the Client and for the assessment of the risks arising from this guarantee. The Bank will have no obligation to advise the Guarantor of any change in the financial condition of the Client or in the Bank's dealings with the Client.
6. This guarantee will not be diminished or modified on account of any act on the part of the Bank which would prevent subrogation from operating in favour of the Guarantor. The Bank, without exonerating in whole or in part the Guarantor, may (i) amend the terms and conditions of the debts and liabilities hereby guaranteed, (ii) grant time, renewals, extensions, indulgences, releases and discharges to and take security from the Guarantor, (iii) abstain from taking, perfecting, registering, renewing or realizing on security, (iv) accept compromises and (v) otherwise deal with the Client and with any other person or persons, including any other guarantors, as it may see fit.
7. All monies received by the Bank from the Client or from any other person, capable of being applied by the Bank in reduction of the Secured Indebtedness will be considered payments in gross and the Guarantor will have no right to claim them to reduce its liability under this guarantee. The Bank will have the right to apply these monies as it may see fit, not being bound by the law of imputation. The Guarantor will have no right to be subrogated to the Bank until the Bank will have received payment in full of its claims against the Client with interest and costs.
8. The Bank will not be obliged to exhaust its recourse against the Client or other persons or the security it may hold before being entitled to payment from the Guarantor of the Secured Indebtedness and it will not be obliged to offer or deliver its security before its whole claim has been paid. The Guarantor waives all benefits of discussion and division.
9. The Guarantor will be bound by any account settled between the Bank and the Client and, if no such account has been so settled, any account stated by the Bank will be accepted by the Guarantor as conclusive evidence of the amount which at the date of the account so stated is due by the Client to the Bank.
10. The Guarantor will make payment to the Bank of the amount of his liability forthwith after demand therefor is made in writing. Such demand will be deemed to have been made when a postage-paid envelope containing it addressed to the Guarantor at his last address known to the Bank is mailed. The liability of the Guarantor will bear interest from the date of such demand at the rate or rates then applicable to the Secured Indebtedness of the Client to the Bank.
11. All indebtedness and liability, present and future, of the Client to the Guarantor are hereby postponed to the Secured Indebtedness of the Client to the Bank. All monies received from the Client or on his behalf by the Guarantor will be held in his capacity as agent and trustee for the Bank and will be paid over to the Bank forthwith. Any amount thereby received by the Guarantor will not reduce the Client's obligations to the Bank as long as this amount has not been paid to the Bank.

Any payment to which the Guarantor may be entitled to in the absence of this subordination will have to be made in favour of the Bank by the entity making the payment (i.e., the Client, a trustee in bankruptcy or further to a proposal by the Client, a liquidator, an entity carrying out a forced disposal of the assets of the Client or any other person). The Guarantor undertakes to give instructions to the entity making the payment to make this payment directly to the Bank.

Moreover, all indebtedness and liability, present and future, of the Client to the Guarantor are hereby assigned to the Bank as additional security for payment of the Secured Indebtedness. In the event that the guarantee is terminated pursuant to Section 13, this subordination and assignment will subsist until full payment of the Secured Indebtedness for which the Guarantor is liable on the date of termination.

This guarantee will bind the Guarantor together with his heirs, successors, executors, administrators, legal representatives and assigns until termination thereof by notice in writing to the manager of the Bank branch at which the Client's account is held, but such termination by the Guarantor or his heirs, successors, executors, administrators, legal representatives or assigns will not prevent the continuance of the liability hereunder of any other guarantor.

The Guarantor will indemnify the Bank for any loss suffered by the Bank if any of the debts and liabilities intended to be guaranteed hereunder is not recoverable from the Guarantor under the other provisions of this guarantee. The amount of the loss will be equal to the amount which the Bank would otherwise have been entitled to recover.


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 without prejudice to any other security, by whomsoever given, held at any time by the Bank and the Bank will be under no obligation to marshal in favour of the Guarantor any such security or any of the funds or assets the Bank may be entitled to receive or have a claim upon. All the provisions of such other guarantee remain in force.

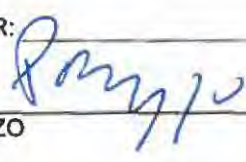
This guarantee and agreement will be valid and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank will be conclusive evidence against the Guarantor that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any condition has been

complied with. None of the parties will be bound by any representation or promise made by any person relative thereto which is not embodied herein. The liability of each Guarantor hereunder begins on the date of his signature on this guarantee.

- 16. This guarantee will be binding upon the undersigned and any of them, if more than one, jointly and severally between them and with the Client and also upon their heirs, executors, administrators and successors and will extend to and enure to the benefit of the successors and assigns of the Bank. Each and every provision hereof is severable and should any provision hereof be illegal or not enforceable for any reason whatsoever, such illegality or invalidity will not affect the other provisions hereof.
- 17. This guarantee will be construed and governed in accordance with the laws of the Province of Ontario and the Guarantor agrees that any legal suit, action or proceeding arising out of or relating to this guarantee may be instituted in the courts of such province, and the Guarantor hereby accepts and irrevocably submits to the jurisdiction of the said courts, and acknowledges their competence and agrees to be bound by any judgment thereof, provided that nothing herein will limit the Bank's right to bring proceedings against the Guarantor elsewhere.
- 18. The Guarantor acknowledges having read and taken cognizance of this guarantee before signing it and declares that he understands perfectly the terms, conditions and undertakings contained herein. The Guarantor also acknowledges having received a copy of this guarantee on the date hereof.

IN WITNESS WHEREOF the Guarantor has signed and affixed his seal at the City of Vaughan
 this 28 day of AUGUST, 2019

WITNESS 

GUARANTOR: 
 PETER BOZZO

First name and last name (in block letters)
ERICA D CARPELLO

This is Exhibit "I" referred to in the
Affidavit of Sonia De Lorenzi sworn before me
this 19th day of August, 2021.



A Commissioner for taking affidavits

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729123957.90

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 1
(2627)

206

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE
OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 365 PRO INSTALLATIONS INC.

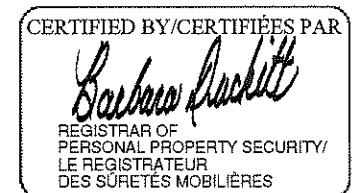
FILE CURRENCY : 28JUL 2021

ENQUIRY NUMBER 20210729123957.90 CONTAINS 5 PAGE(S), 1 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.

THORNTON GROUT FINNIGAN LLP - ROXANA MANEA

3200-100 WELLINGTON STREET WEST
TORONTO ON M5K 1K7



(crj5 06/2019)

CONTINUED...

2

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : PSSR060
 PAGE : 2
 (2628)

RUN NUMBER : 210
 RUN DATE : 2021/07/29
 ID : 20210729123957.90

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 365 PRO INSTALLATIONS INC.
 FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
 754059429

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	3		20190802 1449 1793 7930	P PPSA	6

DEBTOR NAME	DATE OF BIRTH	BUSINESS NAME	FIRST GIVEN NAME	INITIAL	SURNAME	ADDRESS	TORONTO	ONTARIO CORPORATION NO.
02		03	NIMBUS ENVIRONMENTAL SOLUTIONS INC.					
04		112 OAKDALE ROAD				TORONTO		ON M3N1V9
05		06	OAKDALE ENTERPRISES INC.					
07		112 OAKDALE ROAD				TORONTO		ON M3N1V9
08	SECURED PARTY / LIEN CLAIMANT		NATIONAL BANK OF CANADA					
09		500 HIGHWAY 7 EAST				RICHMOND HILL		ON L4B1J1

COLLATERAL CLASSIFICATION		CONSUMER	MOTOR VEHICLE	AMOUNT	DATE OF MATURITY	NO FIXED MATURITY DATE
GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED	OR	MATURITY DATE
10	X	X	X	X		

MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.
11				
12				
13	GENERAL COLLATERAL DESCRIPTION			
14				
15				
16	REGISTERING AGENT			
17		ROBINS APPLEBY LLP		
	ADDRESS	120 ADELAIDE ST. WEST SUITE 2600	TORONTO	ON M5H1T1

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR
Barbara Duckitt
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729123957.90

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 3
(2629)

208

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 365 PRO INSTALLATIONS INC.
FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
754059429

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CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	3		20190802 1449 1793 7930		

01

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

02

DEBTOR NAME

BUSINESS NAME

NIMBUS WATER SYSTEMS INC.

03

ONTARIO CORPORATION NO.

04

ADDRESS

112 OAKDALE ROAD

TORONTO

ON M3N1V9

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

05

DEBTOR NAME

BUSINESS NAME

365 PRO INSTALLATIONS INC.

06

ONTARIO CORPORATION NO.

07

ADDRESS

5181 EVEREST DRIVE

MISSISSAUGA

ON L4W2R2

08

SECURED PARTY / LIEN CLAIMANT

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

13

GENERAL

14

COLLATERAL

15

DESCRIPTION

16

REGISTERING

17

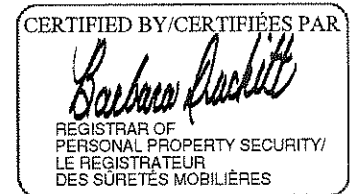
AGENT

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

4



(crj1fu 06/2019)

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729123957.90

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 4
(2630)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 365 PRO INSTALLATIONS INC.
FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
754059429

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	003	3		20190802 1449 1793 7930		

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

DEBTOR NAME	BUSINESS NAME	WATER FILTER CART INC.			ONTARIO CORPORATION NO.
	ADDRESS	112 OAKDALE ROAD	TORONTO	ON	M3N1V9

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

DEBTOR NAME	BUSINESS NAME	2242462 ONTARIO LIMITED			ONTARIO CORPORATION NO.
	ADDRESS	112 OAKDALE ROAD	TORONTO	ON	M3N1V9

SECURED PARTY / LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION		MOTOR VEHICLE	AMOUNT	DATE OF MATURITY	NO. FIXED
CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED

MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.

GENERAL COLLATERAL DESCRIPTION

REGISTERING AGENT

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 5

CERTIFIED BY/CERTIFIÉES PAR

Barbara Aschitt

REGISTRAR OF PERSONAL PROPERTY SECURITY / LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(orj1fu 06/2019)



RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729123957.90

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 5
(2631)

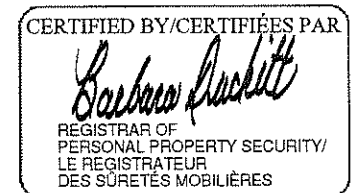
210

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 365 PRO INSTALLATIONS INC.
FILE CURRENCY : 28JUL 2021

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
754059429	20190802	1449	1793	7930

1 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.



(crj5 08/2019)

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729123934.23

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 1
(2622)

211

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE
OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

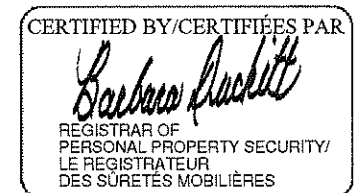
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2242462 ONTARIO LIMITED
FILE CURRENCY : 28JUL 2021

ENQUIRY NUMBER 20210729123934.23 CONTAINS 5 PAGE(S), 1 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.

THORNTON GROUT FINNIGAN LLP - ROXANA MANEA
3200-100 WELLINGTON STREET WEST
TORONTO ON M5K 1K7

CONTINUED... 2



(crj)5 06/2019)

RUN NUMBER : 210
 RUN DATE : 2021/07/29
 ID : 20210729123934.23

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : PSSR060
 PAGE : 2
 (2623)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2242462 ONTARIO LIMITED
 FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
 754059429

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	3		20190802 1449 1793 7930	P PPSA	6

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
02					
03		BUSINESS NAME		NIMBUS ENVIRONMENTAL SOLUTIONS INC.	
04		ADDRESS		112 OAKDALE ROAD TORONTO ON M3N1V9	

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
05					
06		BUSINESS NAME		OAKDALE ENTERPRISES INC.	
07		ADDRESS		112 OAKDALE ROAD TORONTO ON M3N1V9	

SECURED PARTY / LIEN CLAIMANT	ADDRESS	LOCATION	ON	POSTAL CODE
08	NATIONAL BANK OF CANADA			
09	500 HIGHWAY 7 EAST		RICHMOND HILL	ON L4B1J1

COLLATERAL CLASSIFICATION		MOTOR VEHICLE		AMOUNT	DATE OF MATURITY	OR	NO. FIXED	DATE
CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED	MATURITY	GR	MATURITY	DATE
10	X	X	X	X			X	

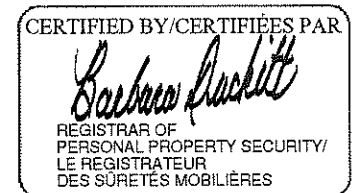
MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.
11				
12				

13 GENERAL COLLATERAL DESCRIPTION

REGISTERING AGENT	ADDRESS	LOCATION	ON	POSTAL CODE
16	ROBINS APPLEBY LLP			
17	120 ADELAIDE ST. WEST SUITE 2600		TORONTO	M5H1T1

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 3



(crl1fu 06/2019)



PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

RUN NUMBER : 210
 RUN DATE : 2021/07/29
 ID : 20210729123934.23

REPORT : PSSR060
 PAGE : 3
 (2624)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2242462 ONTARIO LIMITED
 FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
 754059429

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	3		20190802 1449 1793 7930		

01

DEBTOR NAME : BUSINESS NAME : NIMBUS WATER SYSTEMS INC.
 DATE OF BIRTH : FIRST GIVEN NAME : INITIAL : SURNAME :

02

ADDRESS : 112 OAKDALE ROAD TORONTO ONTARIO CORPORATION NO. ON M3N1V9

04

DEBTOR NAME : BUSINESS NAME : 365 PRO INSTALLATIONS INC.
 DATE OF BIRTH : FIRST GIVEN NAME : INITIAL : SURNAME :

05

ADDRESS : 5181 EVEREST DRIVE MISSISSAUGA ONTARIO CORPORATION NO. ON L4W2R2

06

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

MOTOR VEHICLE : YEAR MAKE : MODEL : V.I.N. :

11

GENERAL COLLATERAL DESCRIPTION

13

REGISTERING AGENT

16

ADDRESS

17

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

4

CERTIFIED BY/CERTIFIÉES PAR
Barbara Duckitt
 REGISTRAR OF PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)



RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729123934.23

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 4
(2625)

214

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2242462 ONTARIO LIMITED
FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
754059429

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	003	3		20190802 1449 1793 7930		

01

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
-------------	---------------	------------------	---------	---------

02

DEBTOR NAME : BUSINESS NAME : WATER FILTER CART INC.

03

ADDRESS : 112 OAKDALE ROAD TORONTO ONTARIO CORPORATION NO. M3N1V9

04

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
-------------	---------------	------------------	---------	---------

05

DEBTOR NAME : BUSINESS NAME : 2242462 ONTARIO LIMITED

06

ADDRESS : 112 OAKDALE ROAD TORONTO ONTARIO CORPORATION NO. M3N1V9

07

SECURED PARTY / LIEN CLAIMANT

08

ADDRESS

COLLATERAL CLASSIFICATION

10

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO. EXEMPTED MATURITY DATE
----------------	-----------	-----------	----------------	------------------------	--------	---------------------	----------------------------

11

MOTOR VEHICLE : YEAR MAKE : MODEL : V.I.N. :

12

13

GENERAL COLLATERAL DESCRIPTION

14

15

16

REGISTERING AGENT

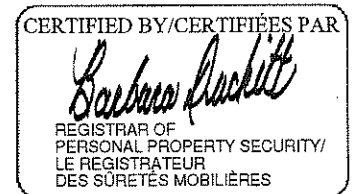
17

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

5



(crjfu 06/2019)

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729123934.23

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 5
(2626)

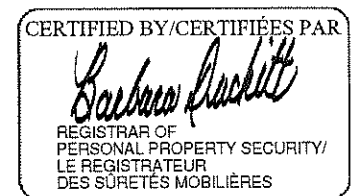
215

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2242462 ONTARIO LIMITED
FILE CURRENCY : 28JUL 2021

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
754059429	20190802	1449	1793	7930

1 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.



(crj5 06/2019)

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729123829.90

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 1
(2610)

216

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE
OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : NIMBUS ENVIRONMENTAL SOLUTIONS INC.

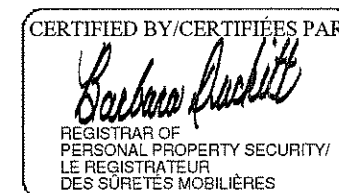
FILE CURRENCY : 28JUL 2021

ENQUIRY NUMBER 20210729123829.90 CONTAINS 6 PAGE(S), 2 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME
WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER
SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

THORNTON GROUT FINNIGAN LLP - ROXANA MANEA
3200-100 WELLINGTON STREET WEST
TORONTO ON M5K 1K7

CONTINUED... 2



(crj5 06/2019)

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729123829.90

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 2
(2611)

217

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NIMBUS ENVIRONMENTAL SOLUTIONS INC.
FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
762144255

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20200527 0921 9234 2007	P PPSA	5

01

DEBTOR NAME : BUSINESS NAME : NIMBUS ENVIRONMENTAL SOLUTIONS INC.
DATE OF BIRTH : FIRST GIVEN NAME : INITIAL : SURNAME :

02 DEBTOR NAME

BUSINESS NAME

NIMBUS ENVIRONMENTAL SOLUTIONS INC.

ONTARIO CORPORATION NO.

03

ADDRESS

112 OAKDALE ROAD

TORONTO

ON M3N 1V9

04 DEBTOR NAME

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

ONTARIO CORPORATION NO.

05

ADDRESS

06 SECURED PARTY / LIEN CLAIMANT

JLHD INVESTMENTS INC.

07

ADDRESS

5181 EVEREST DRIVE

MISSISSAUGA

ON L4W 2R2

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			

10

YEAR MAKE

MODEL

V.I.N.

11 MOTOR VEHICLE

12 GENERAL COLLATERAL DESCRIPTION

13 REGISTERING AGENT

STIKEMAN ELLIOTT LLP

14

ADDRESS

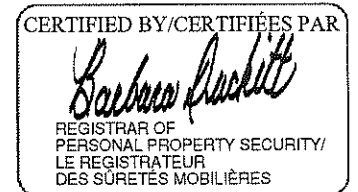
5300 COMMERCE COURT WEST 199 BAY ST.

TORONTO

ON M5L 1B9

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 3



(crj)fu 06/2019)

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729123829.90

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 3
(2612)

218

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NIMBUS ENVIRONMENTAL SOLUTIONS INC.
FILE CURRENCY : 28JUL 2021

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
754059429

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	3		20190802 1449 1793 7930	P PPSA	6

01

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

02

DEBTOR NAME

BUSINESS NAME NIMBUS ENVIRONMENTAL SOLUTIONS INC.

03

ONTARIO CORPORATION NO.

04

ADDRESS 112 OAKDALE ROAD TORONTO ON M3N1V9

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

05

DEBTOR NAME

BUSINESS NAME OAKDALE ENTERPRISES INC.

06

ONTARIO CORPORATION NO.

07

ADDRESS 112 OAKDALE ROAD TORONTO ON M3N1V9

SECURED PARTY / LIEN CLAIMANT NATIONAL BANK OF CANADA

08

ADDRESS 500 HIGHWAY 7 EAST RICHMOND HILL ON L4B1J1

09

COLLATERAL CLASSIFICATION		MOTOR VEHICLE	AMOUNT	DATE OF MATURITY	NO. FIXED		
CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	OR	MATURITY DATE
X	X	X	X	X	X		

10

YEAR	MAKE	MODEL	V.I.N.
------	------	-------	--------

11

MOTOR VEHICLE

12

GENERAL COLLATERAL DESCRIPTION

13

14

15

REGISTERING AGENT ROBINS APPLEBY LLP

16

ADDRESS 120 ADELAIDE ST. WEST SUITE 2600 TORONTO ON M5H1T1

17

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 4

CERTIFIED BY/CERTIFIÉES PAR
Barbara Duckitt
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crjfu 06/2019)

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729123829.90

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 4
(2613)

219

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NIMBUS ENVIRONMENTAL SOLUTIONS INC.
FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
754059429

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	3		20190802 1449 1793 7930		

01

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

02 DEBTOR
03 NAME

BUSINESS NAME NIMBUS WATER SYSTEMS INC.

ONTARIO CORPORATION NO.

04

ADDRESS 112 OAKDALE ROAD TORONTO

ON M3N1V9

05 DEBTOR
06 NAME

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

BUSINESS NAME 365 PRO INSTALLATIONS INC.

ONTARIO CORPORATION NO.

07

ADDRESS 5181 EVEREST DRIVE MISSISSAUGA

ON L4W2R2

08 SECURED PARTY /
09 LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER	MOTOR VEHICLE	AMOUNT	DATE OF	NO. FIXED				
GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	MATURITY	OR	MATURITY DATE

10

MOTOR	YEAR	MAKE	MODEL	V.I.N.
-------	------	------	-------	--------

11 VEHICLE

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

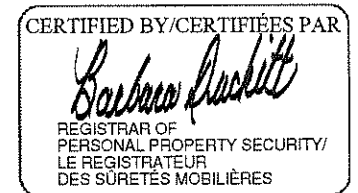
16 REGISTERING
17 AGENT

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

5



(crj1fu 06/2019)

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729123829.90

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 5
(2614)

220

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NIMBUS ENVIRONMENTAL SOLUTIONS INC.
FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
754059429

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	003	3		20190802 1449 1793 7930		

DEBTOR NAME : BUSINESS NAME : WATER FILTER CART INC.
DATE OF BIRTH : FIRST GIVEN NAME : INITIAL : SURNAME :
ADDRESS : 112 OAKDALE ROAD TORONTO ON M3N1V9
ONTARIO CORPORATION NO. :

DEBTOR NAME : BUSINESS NAME : 2242462 ONTARIO LIMITED
DATE OF BIRTH : FIRST GIVEN NAME : INITIAL : SURNAME :
ADDRESS : 112 OAKDALE ROAD TORONTO ON M3N1V9
ONTARIO CORPORATION NO. :

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

MOTOR VEHICLE : YEAR MAKE : MODEL : V.I.N. :

GENERAL COLLATERAL DESCRIPTION

REGISTERING AGENT : ADDRESS :

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

6

CERTIFIED BY/CERTIFIÉES PAR
Barbara Aschitt
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTREUR DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729123829.90

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 6
(2615)

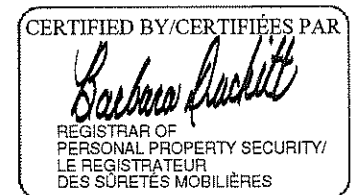
221

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NIMBUS ENVIRONMENTAL SOLUTIONS INC.
FILE CURRENCY : 28JUL 2021

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
762144255	20200527	0921	9234	2007
754059429	20190802	1449	1793	7930

2 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.



(crj5 08/2019)

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729124031.83

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 1
(2632)

222

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE
OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : NIMBUS WATER SYSTEMS INC.

FILE CURRENCY : 28JUL 2021

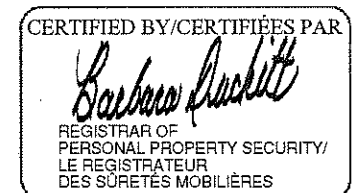
ENQUIRY NUMBER 20210729124031.83 CONTAINS 41 PAGE(S), 33 FAMILY(IES).

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.

THORNTON GROUT FINNIGAN LLP - ROXANA MANEA

3200-100 WELLINGTON STREET WEST
TORONTO ON M5K 1K7

CONTINUED... 2



(crfj5 06/2019)

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729124031.83

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 2
(2633)

223

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NIMBUS WATER SYSTEMS INC.
FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
768268314

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20201203 1257 1219 1475	P PPSA	03

01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME

BUSINESS NAME NIMBUS WATER SYSTEMS INC

02
03
04

ADDRESS 112 OAKDALE ROAD TORONTO ONTARIO CORPORATION NO. ON M3N 1V9

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME

BUSINESS NAME ONTARIO CORPORATION NO.

05
06
07

ADDRESS

SECURED PARTY / LIEN CLAIMANT THE BANK OF NOVA SCOTIA - CENTRAL MORTGAGE UNIT

08
09

ADDRESS 10 WRIGHT BLVD. STRATFORD ON N4Z 1H3

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
				X	34459		

10

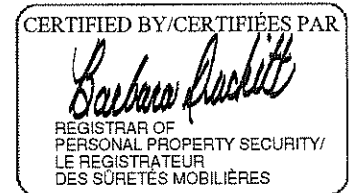
MOTOR VEHICLE YEAR MAKE MODEL V.I.N.
2012 GMC YUKON 1GKS2CE09CR107517

GENERAL COLLATERAL DESCRIPTION OUR SECURITY INTEREST IS LIMITED TO THE MOTOR VEHICLES LISTED ABOVE AND THE PROCEEDS OF THOSE VEHICLES

REGISTERING AGENT TERANET COLLATERAL MANAGEMENT SOLUTIONS CORPORATION (BNS)
ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FL MISSISSAUGA ON L4Z 1H8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 3



(crj1fu 06/2019)

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729124031.83

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 3
(2634)

224

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NIMBUS WATER SYSTEMS INC.
FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
768274938

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20201203 1604 1219 1876	P PPSA	04

DEBTOR NAME	DATE OF BIRTH	BUSINESS NAME	FIRST GIVEN NAME	INITIAL	SURNAME	ADDRESS	ONTARIO CORPORATION NO.
		NIMBUS WATER SYSTEMS INC				112 OAKDALE ROAD TORONTO	ON M3N 1V9

DEBTOR NAME	DATE OF BIRTH	BUSINESS NAME	FIRST GIVEN NAME	INITIAL	SURNAME	ADDRESS	ONTARIO CORPORATION NO.

SECURED PARTY / LIEN CLAIMANT	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ADDRESS	ONTARIO CORPORATION NO.
					THE BANK OF NOVA SCOTIA - CENTRAL MORTGAGE UNIT 10 WRIGHT BLVD. STRATFORD	ON N4Z 1H3

COLLATERAL CLASSIFICATION	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
					X	20001		

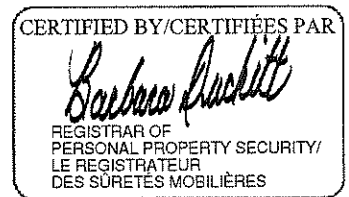
MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
	2013 HYUNDAI	SANTA FE SPORT	5KYZUBLB4DG105088

GENERAL COLLATERAL DESCRIPTION: OUR SECURITY INTEREST IS LIMITED TO THE MOTOR VEHICLES LISTED ABOVE AND THE PROCEEDS OF THOSE VEHICLES

REGISTERING AGENT: TERANET COLLATERAL MANAGEMENT SOLUTIONS CORPORATION (BNS)
ADDRESS: 2 ROBERT SPECK PARKWAY, 15TH FL MISSISSAUGA ON L4Z 1H8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 4



(crjfu 06/2019)



RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729124031.83

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 4
(2635)

225

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NIMBUS WATER SYSTEMS INC.
FILE CURRENCY : 28JUL 2021

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
768274983

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20201203 1608 1219 1877	P PPSA	05

01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02

DEBTOR NAME

BUSINESS NAME NIMBUS WATER SYSTEMS INC

03

ONTARIO CORPORATION NO.

04

ADDRESS 112 OAKDALE ROAD TORONTO ON M3N 1V9

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05

DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

06

ADDRESS

07

SECURED PARTY / LIEN CLAIMANT THE BANK OF NOVA SCOTIA - CENTRAL MORTGAGE UNIT

08

ADDRESS 10 WRIGHT BLVD. STRATFORD ON N4Z 1H3

09

COLLATERAL CLASSIFICATION		MOTOR VEHICLE		AMOUNT	DATE OF	NO. FIXED			
CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	MATURITY	OR	MATURITY DATE
						X	X		18643

10

YEAR MAKE MODEL V.I.N.
2015 CHEVROLET EQUINOX 2GNFLGE37F6101914

11

MOTOR VEHICLE

12

GENERAL COLLATERAL DESCRIPTION OUR SECURITY INTEREST IS LIMITED TO THE MOTOR VEHICLES LISTED ABOVE AND THE PROCEEDS OF THOSE VEHICLES

13

GENERAL COLLATERAL DESCRIPTION

14

15

REGISTERING AGENT TERANET COLLATERAL MANAGEMENT SOLUTIONS CORPORATION (ENS)
ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FL MISSISSAUGA ON L4Z 1H8

16

REGISTERING AGENT

17

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 5

CERTIFIED BY/CERTIFIÉES PAR
Barbara Duckitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRÉTÉS MOBILIÈRES

(crjfu 06/2019)

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729124031.83

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 5
(2636)

226

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NIMBUS WATER SYSTEMS INC.
FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
767810628

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20201118 1319 1901 6065	P PPSA	01

01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR NAME

BUSINESS NAME NIMBUS WATER SYSTEMS INC.

03

ADDRESS 1959 UPPER WATER ST SUITE 1301 HALIFAX

ONTARIO CORPORATION NO.
NS B3J 3N2

05 DEBTOR NAME

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 BUSINESS NAME

ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT

THE BANK OF NOVA SCOTIA

09

ADDRESS 10 WRIGHT BOULEVARD STRATFORD ON N5A 7X9

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
X				X	20000		X

10

MOTOR VEHICLE YEAR MAKE 2013 HYUNDAI

MODEL SANTA FE SPORT

V.I.N. 5XYZU6LB4DG105088

11

13 GENERAL COLLATERAL DESCRIPTION

16 REGISTERING AGENT

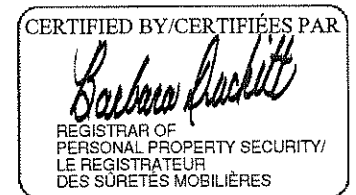
ESC CORPORATE SERVICES LTD.

17

ADDRESS 201-1325 POLSON DRIVE VERNON BC V1T 8H2

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 6



(crlfu 06/2019)

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729124031.83

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 6
(2637)

227

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NIMBUS WATER SYSTEMS INC.
FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
760030398

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	01	001		20200211 1043 1529 5700	P PPSA	6

01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME

BUSINESS NAME NIMBUS WATER SYSTEMS INC

02
03
04

ADDRESS 112 BURNETT AVENUE TORONTO

ONTARIO CORPORATION NO.
ON M2N 1V9

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME

BUSINESS NAME

05
06
07

ADDRESS

ONTARIO CORPORATION NO.

SECURED PARTY / LIEN CLAIMANT ROYAL BANK OF CANADA

08
09

ADDRESS 10 YORK MILLS ROAD 3RD FLOOR TORONTO ON M2P 0A2

COLLATERAL CLASSIFICATION

CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
	X					X			X

10

MOTOR VEHICLE YEAR MAKE MODEL V.I.N.
2020 JEEP COMPASS 3C4NJDBB1LT124729

11
12

GENERAL COLLATERAL DESCRIPTION

REGISTERING AGENT CANADIAN SECURITIES REGISTRATION SYSTEMS

13
14
15
16
17

ADDRESS 4126 NORLAND AVENUE BURNABY BC V5G 3S8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 7

CERTIFIED BY/CERTIFIÉES PAR
Barbara Duckitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)



RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729124031.83

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 7
(2638)

228

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NIMBUS WATER SYSTEMS INC.
FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
757398636

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20191107 1602 1219 2991	P PPSA	05

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
		NIMBUS WATER SYSTEMS INC			
		ADDRESS: 112 OAKDALE RD		NORTH YORK	ON M3N 1V9

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
		ADDRESS:			

SECURED PARTY / LIEN CLAIMANT	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
		THE BANK OF NOVA SCOTIA			
		ADDRESS: 10 WRIGHT BOULEVARD		STRATFORD	ON N5A 7X9

COLLATERAL CLASSIFICATION	CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO. FIXED MATURITY DATE
							X	27300		

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
	2019 DODGE	GRAND CARAVAN	2C4RDGBG3KR762245

13 GENERAL: OUR SECURITY INTEREST IS LIMITED TO THE MOTOR VEHICLES LISTED ABOVE
14 COLLATERAL: AND THE PROCEEDS OF THOSE VEHICLES
15 DESCRIPTION:

REGISTERING AGENT	ADDRESS	ADDRESS	ADDRESS	ADDRESS
		2 ROBERT SPECK PARKWAY, 15TH FL	MISSISSAUGA	ON L4Z 1H8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 8

CERTIFIED BY/CERTIFIÉES PAR
Barbara Aschitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729124031.83

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 8
(2639)

229

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NIMBUS WATER SYSTEMS INC.
FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
755050176

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	2		20190903 1520 1532 8423	P PPSA	03

01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02

DEBTOR NAME

BUSINESS NAME NIMBUS WATER SYSTEMS INC

03

ADDRESS 112 OAKDALE RD TORONTO ONTARIO CORPORATION NO. ON M3N1V9

04

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05

DEBTOR NAME

BUSINESS NAME ONTARIO CORPORATION NO.

06

ADDRESS

07

SECURED PARTY / LIEN CLAIMANT MERCEDES-BENZ FINANCIAL

08

ADDRESS 2680 MATHESON BLVD. E. STE 500 MISSISSAUGA ON L4W0A5

09

COLLATERAL CLASSIFICATION		MOTOR VEHICLE		AMOUNT	DATE OF MATURITY OR	NO. FIXED MATURITY DATE
CONSUMER GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED				
	X	X	X	68625.18	29AUG2022	

10

YEAR MAKE MODEL V.I.N.
2018 MERCEDES-BENZ GLE400 4M 4JGDA5GB4JB099846

11

GENERAL COLLATERAL DESCRIPTION

13

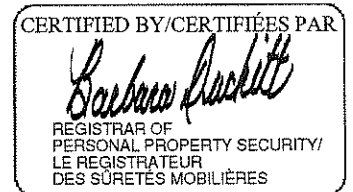
REGISTERING AGENT D + H LIMITED PARTNERSHIP
ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON L4Z 1H8

16

17

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 9



(crjfu 06/2019)

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729124031.83

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 9
(2640)

230

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NIMBUS WATER SYSTEMS INC.
FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
755050176

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	2		20190903 1520 1532 8423		

01

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.

02

03

04

05

06

07

08

09

SECURED PARTY / LIEN CLAIMANT : MERCEDES-BENZ FINANCIAL SERVICES CANADA CORPORATION
ADDRESS : 2680 MATHESON BLVD. E. STE 500 MISSISSAUGA ON L4W0A5

10

COLLATERAL CLASSIFICATION	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO. FIXED MATURITY DATE
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11

12

13

14

15

16

17

YEAR MAKE : MODEL : V.I.N. :
MOTOR VEHICLE :
GENERAL COLLATERAL DESCRIPTION :
REGISTERING AGENT : ADDRESS :

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 10

CERTIFIED BY/CERTIFIÉES PAR
Barbara Archibutt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crjfu 06/2019)

RUN NUMBER : 210
 RUN DATE : 2021/07/29
 ID : 20210729124031.83

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : PSSR060
 PAGE : 10
 (2641)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : NIMBUS WATER SYSTEMS INC.
 FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
 754059429

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	3		20190802 1449 1793 7930	P PPSA	6

DEBTOR NAME	DATE OF BIRTH	BUSINESS NAME	FIRST GIVEN NAME	INITIAL	SURNAME	ADDRESS	ONTARIO CORPORATION NO.
		NIMBUS ENVIRONMENTAL SOLUTIONS INC.				112 OAKDALE ROAD TORONTO	ON M3N1V9
		OAKDALE ENTERPRISES INC.				112 OAKDALE ROAD TORONTO	ON M3N1V9
		NATIONAL BANK OF CANADA				500 HIGHWAY 7 EAST RICHMOND HILL	ON L4B1J1

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			

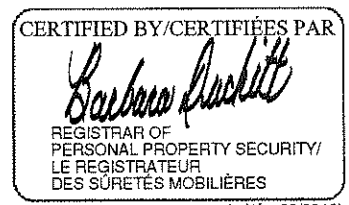
MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.

GENERAL COLLATERAL DESCRIPTION

REGISTERING AGENT : ROBINS APPLEBY LLP
 ADDRESS : 120 ADELAIDE ST. WEST SUITE 2600 TORONTO ON M5H1T1

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 11



(crjfu 06/2019)



RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729124031.83

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 11
(2642)

232

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NIMBUS WATER SYSTEMS INC.
FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
754059429

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	3		20190802 1449 1793 7930		

01

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

02

DEBTOR NAME : BUSINESS NAME : NIMBUS WATER SYSTEMS INC.

03

ONTARIO CORPORATION NO.
ON M3N1V9

04

ADDRESS : 112 OAKDALE ROAD TORONTO

05

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

06

DEBTOR NAME : BUSINESS NAME : 365 PRO INSTALLATIONS INC.

07

ADDRESS : 5181 EVEREST DRIVE MISSISSAUGA ON L4W2R2

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
----------------	-----------	-----------	----------------	------------------------	--------	---------------------	------------------------

11

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
---------------	-----------	-------	--------

13

GENERAL COLLATERAL DESCRIPTION

16

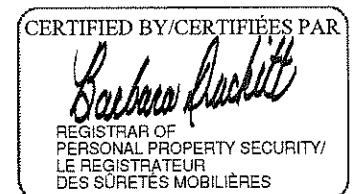
REGISTERING AGENT

17

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 12



(crjfu 06/2019)

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729124031.83

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 12
(2643)

233

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NIMBUS WATER SYSTEMS INC.
FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
754059429

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	003	3		20190802 1449 1793 7930		

01

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

02

DEBTOR NAME

BUSINESS NAME WATER FILTER CART INC.

03

ADDRESS 112 OAKDALE ROAD TORONTO ONTARIO CORPORATION NO. ON M3N1V9

04

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

05

DEBTOR NAME

BUSINESS NAME 2242462 ONTARIO LIMITED

06

ADDRESS 112 OAKDALE ROAD TORONTO ONTARIO CORPORATION NO. ON M3N1V9

07

SECURED PARTY / LIEN CLAIMANT

ADDRESS

08

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
----------------	-----------	-----------	----------------	------------------------	--------	---------------------	------------------------

09

YEAR MAKE	MODEL	V.I.N.
-----------	-------	--------

10

MOTOR VEHICLE

GENERAL

COLLATERAL

DESCRIPTION

REGISTERING

AGENT

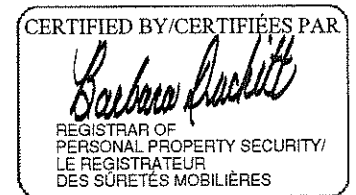
ADDRESS

11

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

13



(crjfu 06/2019)

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729124031.83

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 13
(2644)

234

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NIMBUS WATER SYSTEMS INC.
FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
751329378

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20190517 1050 1219 0341	P PPSA	05

01

DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR NAME

BUSINESS NAME NIMBUS WATER SYSTEMS INC.

03

ADDRESS 112 OAKDALE RD NORTH YORK ONTARIO CORPORATION NO. ON M3N 1V9

04 DEBTOR NAME

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR NAME

BUSINESS NAME ONTARIO CORPORATION NO.

06

ADDRESS

07 SECURED PARTY / LIEN CLAIMANT

THE BANK OF NOVA SCOTIA

08

ADDRESS 10 WRIGHT BOULEVARD STRATFORD ON N5A 7X9

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO. FIXED MATURITY DATE
		X	X	X	27262		

09

MOTOR VEHICLE YEAR MAKE MODEL V.I.N.
2019 DODGE GRAND CARAVAN 2C4RDGBG4KR669704

10

GENERAL COLLATERAL DESCRIPTION
OUR SECURITY INTEREST IS LIMITED TO THE MOTOR VEHICLES LISTED ABOVE AND THE PROCEEDS OF THOSE VEHICLES

11 REGISTERING AGENT

D+H LIMITED PARTNERSHIP (BNS)
ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FL MISSISSAUGA ON L4Z 1H8

12

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 14

CERTIFIED BY/CERTIFIÉES PAR
Barbara Duckitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crjfu 06/2019)

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729124031.83

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 14
(2645)

235

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NIMBUS WATER SYSTEMS INC.
FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
749651454

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20190401 1835 1901 2832	F PPSA	05

01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02

DEBTOR NAME

BUSINESS NAME NIMBUS WATER SYSTEMS INC.

03

ONTARIO CORPORATION NO.

04

ADDRESS 112 OAKDALE ROAD TORONTO ON M3N 1V9

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05

DEBTOR NAME

BUSINESS NAME

06

ONTARIO CORPORATION NO.

07

ADDRESS

SECURED PARTY / LIEN CLAIMANT

TRICOR LEASE & FINANCE CORP.

08

ADDRESS PO BOX 397 BURLINGTON ON L7R 3Y3

COLLATERAL CLASSIFICATION

CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
	X				X	X	30528		

10

YEAR MAKE MODEL V.I.N.
2017 CHEVROLET EXPRESS CARGO 1GCWGAFHXH1344173

11

MOTOR VEHICLE

GENERAL

COLLATERAL

DESCRIPTION

REGISTERING

AGENT

ESC CORPORATE SERVICES LTD.

16

ADDRESS 445 KING STREET WEST, SUITE 400 TORONTO ON M5V 1K4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 15

CERTIFIED BY/CERTIFIÉES PAR
Barbara Aschitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)

Ontario 

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729124031.83

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 15
(2646)

236

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NIMBUS WATER SYSTEMS INC.
FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
749283075

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	2		20190321 1015 1532 2082	P PPSA	04

01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02

DEBTOR NAME

BUSINESS NAME NIMBUS WATER SYSTEMS INC

03

ADDRESS 112 OAKDALE RD TORONTO ONTARIO CORPORATION NO. ON M3N1V9

04

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05

DEBTOR NAME

BUSINESS NAME NIMBUS WATER SYSTEMS INC.

06

ADDRESS 112 OAKDALE RD TORONTO ONTARIO CORPORATION NO. ON M3N1V9

07

SECURED PARTY / LIEN CLAIMANT MERCEDES-BENZ FINANCIAL

08

ADDRESS 2680 MATHESON BLVD. E. STE 500 MISSISSAUGA ON L4W0A5

09

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
		X	X	X	100836.00	19JUN2022	

10

MOTOR VEHICLE YEAR MAKE 2019 MERCEDES-BENZ

MODEL E53W4M

V.I.N. WDDZF6BB2KA488555

11

GENERAL COLLATERAL DESCRIPTION

13

14

15

REGISTERING AGENT D + H LIMITED PARTNERSHIP

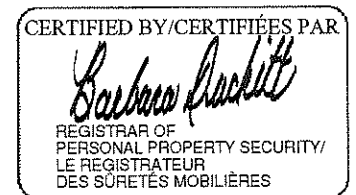
16

ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON L4J 1H8

17

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 16



(crj1fu 06/2019)

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729124031.83

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 16
(2647)

237

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NIMBUS WATER SYSTEMS INC.
FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
749283075

00

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	2		20190321 1015 1532 2082		

01

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
-------------	---------------	------------------	---------	---------

02

BUSINESS NAME

03

ONTARIO CORPORATION NO.

04

ADDRESS

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
-------------	---------------	------------------	---------	---------

05

BUSINESS NAME

06

ONTARIO CORPORATION NO.

07

ADDRESS

SECURED PARTY / MERCEDES-BENZ FINANCIAL SERVICES CANADA CORPORATION
LIEN CLAIMANT

08

ADDRESS 2680 MATHESON BLVD. E. STE 500 MISSISSAUGA ON L4W0A5

09

COLLATERAL CLASSIFICATION

10

CONSUMER GOODS	MOTOR VEHICLE	AMOUNT	DATE OF MATURITY	NO. FIXED	OR MATURITY DATE
----------------	---------------	--------	------------------	-----------	------------------

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
---------------	-----------	-------	--------

11

12

GENERAL COLLATERAL DESCRIPTION

13

14

15

REGISTERING AGENT

16

17

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

17

CERTIFIED BY/CERTIFIÉES PAR
Barbara Duckitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crjfu 06/2019)

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729124031.83

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 17
(2648)

238

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NIMBUS WATER SYSTEMS INC.
FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
748486953

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20190221 1135 1901 4010	P PPSA	05

01

DEBTOR NAME
DATE OF BIRTH
FIRST GIVEN NAME
INITIAL
SURNAME

02

DEBTOR NAME

BUSINESS NAME
NIMBUS WATER SYSTEMS INC.

03

ADDRESS
112 OAKDALE ROAD
TORONTO
ONTARIO CORPORATION NO.
ON M3N 1V9

04

DEBTOR NAME
DATE OF BIRTH
FIRST GIVEN NAME
INITIAL
SURNAME

05

DEBTOR NAME

BUSINESS NAME
ADDRESS
ONTARIO CORPORATION NO.

06

ADDRESS

07

SECURED PARTY / LIEN CLAIMANT
TRICOR LEASE & FINANCE CORP.

08

ADDRESS
PO BOX 397
BURLINGTON
ON L7R 3Y3

09

COLLATERAL CLASSIFICATION		MOTOR VEHICLE		AMOUNT	DATE OF MATURITY	NO. FIXED
CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER INCLUDED	OR	MATURITY DATE
	X		X	X		
				37860		

10

MOTOR VEHICLE
YEAR MAKE
2017 FORD
MODEL
F150
V.I.N.
1FTEW1EF2HFB55620

11

VEHICLE

12

GENERAL COLLATERAL DESCRIPTION

13

14

15

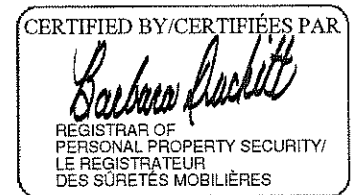
REGISTERING AGENT
ESC CORPORATE SERVICES LTD.
ADDRESS
445 KING STREET WEST, SUITE 400
TORONTO
ON M5V 1K4

16

17

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 18



(crj1fu 06/2019)

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729124031.83

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 18
(2649)

239

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NIMBUS WATER SYSTEMS INC.
FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
746487277

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20190221 1150 1901 4018	P PPSA	05

01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02

DEBTOR NAME

BUSINESS NAME NIMBUS WATER SYSTEMS INC.

03

ONTARIO CORPORATION NO.

04

ADDRESS 112 OAKDALE ROAD NORTH YORK ON M3N 1V9

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05

DEBTOR NAME

BUSINESS NAME

06

ONTARIO CORPORATION NO.

07

ADDRESS

SECURED PARTY / LIEN CLAIMANT TRICOR LEASE & FINANCE CORP.

08

ADDRESS PO BOX 397 BURLINGTON ON L7R 3Y3

COLLATERAL CLASSIFICATION

CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO. FIXED MATURITY DATE
	X		X		X	X	33626		

10

YEAR MAKE MODEL V.I.N.
2015 FORD F150 1FTFW1EF2FFA43140

11

MOTOR VEHICLE

13

GENERAL

14

COLLATERAL

15

DESCRIPTION

16

REGISTERING AGENT

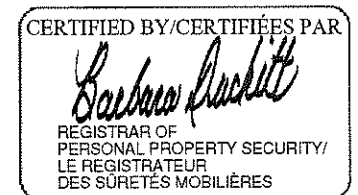
ESC CORPORATE SERVICES LTD.

17

ADDRESS 445 KING STREET WEST, SUITE 400 TORONTO ON M5V 1K4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 19



(crj1fu 06/2019)

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729124031.83

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 19
(2650)

240

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NIMBUS WATER SYSTEMS INC.
FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
748487529

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20190221 1156 1902 7523	F PPSA	05

01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02

DEBTOR NAME

BUSINESS NAME NIMBUS WATER SYSTEMS INC.

03

ONTARIO CORPORATION NO.

04

ADDRESS 112 OAKDALE ROAD TORONTO ON M3N 1V9

05

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06

DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

08

SECURED PARTY / LIEN CLAIMANT

TRICOR LEASE & FINANCE CORP.

09

ADDRESS PO BOX 397 BURLINGTON ON L7R 3Y3

COLLATERAL CLASSIFICATION

CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO. FIXED MATURITY DATE
	X		X		X	X	25478		

10

YEAR MAKE MODEL V.I.N.
2017 CHEVROLET EXPRESS CARGO 1GCWGAFF2H1343891

11

MOTOR VEHICLE

13

GENERAL COLLATERAL DESCRIPTION

16

REGISTERING AGENT

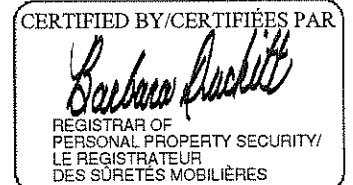
ESC CORPORATE SERVICES LTD.

17

ADDRESS 445 KING STREET WEST, SUITE 400 TORONTO ON M5V 1K4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 20



(crj1u 06/2019)

RUN NUMBER : 210
 RUN DATE : 2021/07/29
 ID : 20210729124031.83

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : PSSR060
 PAGE : 20
 (2651)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : NIMBUS WATER SYSTEMS INC.
 FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
 746487556

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20190221 1157 1902 7524	P PPSA	05

01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR NAME

BUSINESS NAME NIMBUS WATER SYSTEMS INC.

03

ADDRESS 112 OAKDALE ROAD TORONTO

ONTARIO CORPORATION NO.
 ON M3N 1V9

05 DEBTOR NAME

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

TRICOR LEASE & FINANCE CORP.

09

ADDRESS PO BOX 397 BURLINGTON ON L7R 3Y3

COLLATERAL CLASSIFICATION

CONSUMER	MOTOR VEHICLE	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
GOODS	EQUIPMENT	ACCOUNTS	OTHER INCLUDED	
X	X	X	X	23368

10

YEAR MAKE MODEL V.I.N.
 2016 GMC SAVANA CARGO 2500 1GTW7AFF1G1242291

11 MOTOR VEHICLE

13 GENERAL COLLATERAL DESCRIPTION

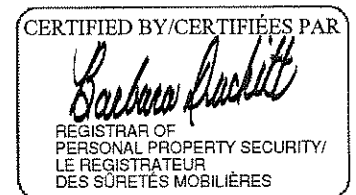
16 REGISTERING AGENT

ESC CORPORATE SERVICES LTD.
 ADDRESS 445 KING STREET WEST, SUITE 400 TORONTO ON M5V 1K4

17

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 21



RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729124031.83

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 21
(2652)

242

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NIMBUS WATER SYSTEMS INC.
FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
748488024

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20190221 1224 1902 7528	P PPSA	05

01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02

DEBTOR NAME

BUSINESS NAME NIMBUS WATER SYSTEMS INC.

03

ONTARIO CORPORATION NO.

04

ADDRESS 112 OAKDALE ROAD TORONTO ON M3N 1V9

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05

DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

06

07

ADDRESS

SECURED PARTY / LIEN CLAIMANT TRICOR LEASE & FINANCE CORP.

08

ADDRESS PO BOX 397 BURLINGTON ON L7R 3Y3

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO. FIXED MATURITY DATE
X		X		X	27926		

10

YEAR MAKE MODEL V.I.N.
2017 CHEVROLET EXPRESS CARGO 1GCWGAFP4H1141697

11

MOTOR VEHICLE

13

GENERAL

14

COLLATERAL

15

DESCRIPTION

16

REGISTERING AGENT

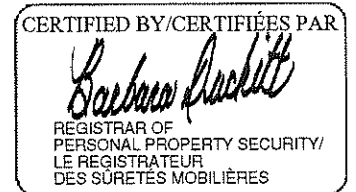
ESC CORPORATE SERVICES LTD.

17

ADDRESS 445 KING STREET WEST, SUITE 400 TORONTO ON M5V 1K4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 22



(crj1fu 06/2019)

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729124031.83

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 22
(2653)

243

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NIMBUS WATER SYSTEMS INC.
FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
748488483

00
01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
001 1 20190221 1231 1902 7531 P PPSA 05

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME NIMBUS WATER SYSTEMS INC. ONTARIO CORPORATION NO.
04 ADDRESS 112 OAKDALE ROAD TORONTO ON M3N 1V9

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME ONTARIO CORPORATION NO.
07 ADDRESS

08 SECURED PARTY / TRICOR LEASE & FINANCE CORP.
09 LIEN CLAIMANT ADDRESS PO BOX 397 BURLINGTON ON L7R 3Y3

10 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
X X X X 34728

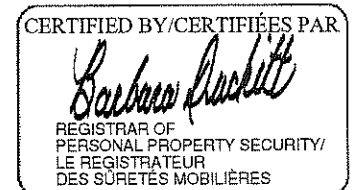
11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE 2017 FORD F150 1FTFW1EF5HKD03691

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING ESC CORPORATE SERVICES LTD.
17 AGENT ADDRESS 445 KING STREET WEST, SUITE 400 TORONTO ON M5V 1K4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 23



(crj)fu 06/2019)

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729124031.83

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 23
(2654)

244

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NIMBUS WATER SYSTEMS INC.
FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
747579969

00

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	01	001		20190115 1048 1529 8790	P PPSA	5

01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02

DEBTOR NAME

BUSINESS NAME NIMBUS WATER SYSTEMS INC.

03

ADDRESS 112 OAKDALE ROAD NORTH YORK ONTARIO CORPORATION NO. ON M3N 1V9

04

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05

DEBTOR NAME

BUSINESS NAME ONTARIO CORPORATION NO.

06

ADDRESS

07

SECURED PARTY / LIEN CLAIMANT ROYAL BANK OF CANADA

08

ADDRESS 10 YORK MILLS ROAD 3RD FLOOR TORONTO ON M2P 0A2

09

COLLATERAL CLASSIFICATION		MOTOR VEHICLE	AMOUNT	DATE OF	NO. FIXED			
CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	MATURITY OR	MATURITY DATE
	X				X			X

10

YEAR MAKE MODEL V.I.N.
2017 INFINITI Q60 JN1EV7EL0HM702026

11

MOTOR VEHICLE

12

GENERAL COLLATERAL DESCRIPTION

13

14

REGISTERING AGENT

CANADIAN SECURITIES REGISTRATION SYSTEMS

15

ADDRESS 4126 NORLAND AVENUE BURNABY BC V5G 3S8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 24

CERTIFIED BY/CERTIFIÉES PAR
Barbara Duckitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crjfu 06/2019)

Ontario 

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729124031.83

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 24
(2655)

245

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NIMBUS WATER SYSTEMS INC.
FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
747375237

00
01 CAUTION FILING PAGE NO. OF PAGES TOTAL MOTOR VEHICLE REGISTRATION REGISTERED UNDER REGISTRATION PERIOD
001 1 20190107 1616 1902 9356 P PPSA 05

02 DEBTOR NAME DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME NIMBUS WATER SYSTEMS INC. ONTARIO CORPORATION NO.
04 ADDRESS 112 OAKDALE ROAD TORONTO ON M3N 1V9

05 DEBTOR NAME DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
06 NAME BUSINESS NAME
07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT TRICOR LEASE & FINANCE CORP.
09 ADDRESS PO BOX 397 BURLINGTON ON L7R 3Y3

10 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF MATURITY OR NO-FIXED MATURITY DATE
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED
X X X X 27936

11 MOTOR VEHICLE YEAR MAKE MODEL VIN
12 2016 GMC SAVANA CARGO 1GTW7AFF8G1253921

13 GENERAL COLLATERAL DESCRIPTION

16 REGISTERING AGENT ESC CORPORATE SERVICES LTD.
17 ADDRESS 445 KING STREET WEST, SUITE 400 TORONTO ON M5V 1K4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY ***

CONTINUED... 25

CERTIFIED BY/CERTIFIÉES PAR
Barbara Aschitt
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crjftu 06/2019)



PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : PSSR060
 PAGE : 25
 (2656)

RUN NUMBER : 210
 RUN DATE : 2021/07/29
 ID : 20210729124031.83

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : NIMBUS WATER SYSTEMS INC.
 FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
 747376038

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20190107 1631 1901 5554	P PPSA	05

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
		NIMBUS WATER SYSTEMS INC.			
		112 OAKDALE ROAD		TORONTO	ON M3N 1V9

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.

SECURED PARTY / LIEN CLAIMANT	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
		TRICOR LEASE & FINANCE CORP.			
		PO BOX 397		BURLINGTON	ON L7R 3Y3

COLLATERAL CLASSIFICATION		CONSUMER	MOTOR VEHICLE	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED		
X		X		X	27028	

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
	2017 CHEVROLET	EXPRESS CARGO	1GCGGAFF4H1343634

GENERAL COLLATERAL DESCRIPTION

REGISTERING AGENT	ADDRESS	TORONTO	ON	M5V 1K4
	445 KING STREET WEST, SUITE 400			

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 26

CERTIFIED BY/CERTIFIÉES PAR
Sabrina Aschitt
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES

RUN NUMBER : 210
 RUN DATE : 2021/07/29
 ID : 20210729124031.83

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : PSSR060
 PAGE : 26
 (2657)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : NIMBUS WATER SYSTEMS INC.
 FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
 742573404

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	01	001		20180810 1442 1530 6813	F PPSA	5

01

DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME

BUSINESS NAME NIMBUS WATER SYSTEMS INC.

04

ADDRESS 112 OAKDALE ROAD TORONTO ONTARIO CORPORATION NO. ON M3N 1V9

05 DEBTOR

06 NAME

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

BUSINESS NAME ONTARIO CORPORATION NO.

07

ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

ROYAL BANK OF CANADA

09

ADDRESS 10 YORK MILLS ROAD 3RD FLOOR TORONTO ON M2P 0A2

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO. FIXED MATURITY DATE
X				X			X

10

MOTOR VEHICLE YEAR MAKE MODEL V.I.N.
 2018 DODGE GRAND CARAVAN 2C4RDGBG9JR349969

11

12

13 GENERAL COLLATERAL DESCRIPTION

16 REGISTERING AGENT

CANADIAN SECURITIES REGISTRATION SYSTEMS

17

ADDRESS 4126 NORLAND AVENUE BURNABY BC V5G 3S8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 27

CERTIFIED BY/CERTIFIÉES PAR
Barbara Archibutt
 REGISTRAR OF PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

RUN NUMBER : 210
 RUN DATE : 2021/07/29
 ID : 20210729124031.83

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : PSSR060
 PAGE : 27
 (2658)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : NIMBUS WATER SYSTEMS INC.
 FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
 742573485

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	01	001		20180810 1442 1530 6821	P PPSA	5

01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02

DEBTOR NAME

BUSINESS NAME NIMBUS WATER SYSTEMS INC.

03

ADDRESS 112 OAKDALE ROAD TORONTO ONTARIO CORPORATION NO. ON M3N 1V9

04

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05

DEBTOR NAME

BUSINESS NAME ONTARIO CORPORATION NO.

06

ADDRESS

07

SECURED PARTY / LIEN CLAIMANT ROYAL BANK OF CANADA

08

ADDRESS 10 YORK MILLS ROAD 3RD FLOOR TORONTO ON M2P 0A2

09

COLLATERAL CLASSIFICATION				MOTOR VEHICLE	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER INCLUDED			
	X			X			X

10

YEAR MAKE MODEL V.I.N.
 2018 DODGE GRAND CARAVAN 2C4RDGBG5JR349967

11

MOTOR VEHICLE

12

GENERAL COLLATERAL DESCRIPTION

13

14

15

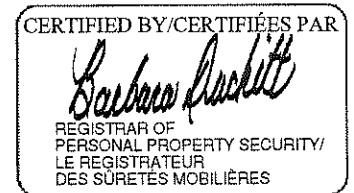
REGISTERING AGENT CANADIAN SECURITIES REGISTRATION SYSTEMS
 ADDRESS 4126 NORLAND AVENUE BURNABY BC V5G 3S8

16

17

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 28



(crj1fu 06/2019)



RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729124031.83

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 28
(2659)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NIMBUS WATER SYSTEMS INC.
FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
742532301

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	01	001		20180809 1433 1530 6165	P PPSA	5

01

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

02 DEBTOR NAME

BUSINESS NAME : NIMBUS WATER SYSTEMS INC

03

ADDRESS : 112 OAKDALE ROAD TORONTO

04

ONTARIO CORPORATION NO.
ON M3N 1V9

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

05 DEBTOR NAME

BUSINESS NAME

06

ADDRESS

ONTARIO CORPORATION NO.

07

SECURED PARTY / LIEN CLAIMANT : ROYAL BANK OF CANADA

08

ADDRESS : 10 YORK MILLS ROAD 3RD FLOOR TORONTO ON M2P 0A2

09

COLLATERAL CLASSIFICATION				MOTOR VEHICLE	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED			
X				X			X

10

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
	2018 DODGE	GRAND CARAVAN	2C4RDGBG7JR349968

11

GENERAL COLLATERAL DESCRIPTION

13

REGISTERING AGENT : CANADIAN SECURITIES REGISTRATION SYSTEMS
ADDRESS : 4126 NORLAND AVENUE BURNABY BC V5G 3S8

16

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 29

CERTIFIED BY/CERTIFIÉES PAR
Barbara Aschitt
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crj1fu 08/2019)



RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729124031.83

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 29
(2660)

250

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NIMBUS WATER SYSTEMS INC.
FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
736402392

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	01	001		20180212 1037 1529 1931	P PPSA	5

01

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
-------------	---------------	------------------	---------	---------

02

DEBTOR NAME : BUSINESS NAME : NIMBUS WATER SYSTEMS INC

03

ONTARIO CORPORATION NO.

04

ADDRESS : 112 OAKDALE ROAD NORTH YORK ON M3N 1V9

05

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
-------------	---------------	------------------	---------	---------

06

DEBTOR NAME : BUSINESS NAME :

ONTARIO CORPORATION NO.

07

ADDRESS :

08

SECURED PARTY / LIEN CLAIMANT : ROYAL BANK OF CANADA

09

ADDRESS : 10 YORK MILLS ROAD 3RD FLOOR TORONTO ON M2P 0A2

COLLATERAL CLASSIFICATION

CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
	X				X	X				X

10

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
	2018 JEEP	GRAND CHEROKEE	1C4RJFBG8JC262477

11

12

13

14

15

GENERAL COLLATERAL DESCRIPTION

16

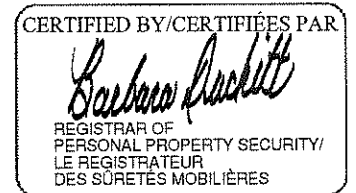
REGISTERING AGENT : CANADIAN SECURITIES REGISTRATION SYSTEMS

17

ADDRESS : 4126 NORLAND AVENUE BURNABY BC V5G 3S8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 30



(crjfu 06/2019)

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729124031.83

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 30
(2661)

251

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NIMBUS WATER SYSTEMS INC.
FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
735343209

00

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20180102 1453 1219 9716	F PPSA	05

01

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

02

DEBTOR NAME

BUSINESS NAME NIMBUS WATER SYSTEMS INC.

03

ADDRESS 928 WILSON AV NORTH YORK ONTARIO CORPORATION NO. ON M3K 1E7

04

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

05

DEBTOR NAME

BUSINESS NAME ONTARIO CORPORATION NO.

06

ADDRESS

07

SECURED PARTY / LIEN CLAIMANT THE BANK OF NOVA SCOTIA

08

ADDRESS 4715 TAHOE BOULEVARD MISSISSAUGA ON L4W 0B4

09

COLLATERAL CLASSIFICATION		MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED			
CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	MATURITY OR	MATURITY DATE
		X				X		
						X	53995	

10

MOTOR VEHICLE YEAR MAKE MODEL V.I.N.
2018 JEEP WRANGLER JK 1C4BJWEG4JL825117

11

VEHICLE

12

GENERAL COLLATERAL DESCRIPTION OUR SECURITY INTEREST IS LIMITED TO THE MOTOR VEHICLES LISTED ABOVE AND THE PROCEEDS OF THOSE VEHICLES

13

GENERAL COLLATERAL DESCRIPTION

14

REGISTERING AGENT D+H LIMITED PARTNERSHIP (BNS)
ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FL MISSISSAUGA ON L4Z 1H8

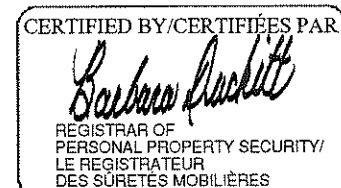
16

REGISTERING AGENT

17

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 31



(crj1fu 06/2019)

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : PSSR060
 PAGE : 31
 (2662)

RUN NUMBER : 210
 RUN DATE : 2021/07/29
 ID : 20210729124031.83

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : NIMBUS WATER SYSTEMS INC.
 FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
 733178052

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	01	001		20171023 1043 1529 1476	P PPSA	5

01

DEBTOR NAME
 DATE OF BIRTH
 BUSINESS NAME
 FIRST GIVEN NAME
 INITIAL
 SURNAME

02

03

04

ADDRESS
 928 WILSON AVENUE
 NORTH YORK
 ONTARIO CORPORATION NO.
 ON M3K 1E7

05

06

07

08

09

SECURED PARTY / LIEN CLAIMANT
 DATE OF BIRTH
 BUSINESS NAME
 FIRST GIVEN NAME
 INITIAL
 SURNAME
 ADDRESS
 ROYAL BANK OF CANADA
 10 YORK MILLS ROAD 3RD FLOOR
 TORONTO
 ON M2P 0A2

COLLATERAL CLASSIFICATION		CONSUMER GOODS	MOTOR VEHICLE	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
		X	X			X

10

MOTOR VEHICLE
 YEAR MAKE
 2017 DODGE
 MODEL
 GRAND CARAVAN
 V.I.N.
 2C4RDGEG8HR876962

11

12

13

14

15

GENERAL COLLATERAL DESCRIPTION

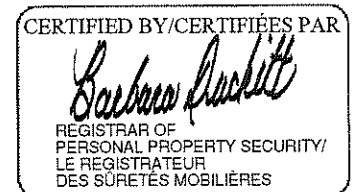
16

17

REGISTERING AGENT
 CANADIAN SECURITIES REGISTRATION SYSTEMS
 ADDRESS
 4126 NORLAND AVENUE
 BURNABY
 BC V5G 3S8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 32



RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729124031.83

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 32
(2663)

253

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NIMBUS WATER SYSTEMS INC.
FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
732455568

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	01	001		20170929 1441 1530 5414	P PPSA	5

01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME

BUSINESS NAME NIMBUS WATER SYSTEMS INC

02
03
04

ADDRESS 112 OAKDALE RD NORTH YORK ONTARIO CORPORATION NO. ON M3N 1V9

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

05
06
07

ADDRESS

SECURED PARTY / LIEN CLAIMANT FORD CREDIT CANADA COMPANY

08
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

MOTOR VEHICLE YEAR MAKE MODEL V.I.N.
2015 FORD F150 1FTEW1EFXFKD51454

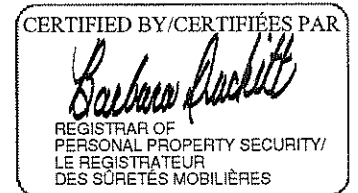
GENERAL COLLATERAL DESCRIPTION

REGISTERING AGENT CANADIAN SECURITIES REGISTRATION SYSTEMS

ADDRESS 4126 NORLAND AVENUE BURNABY BC V5G 3S8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 33



(crj1fu 06/2019)

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729124031.83

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 33
(2664)

254

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NIMBUS WATER SYSTEMS INC.
FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
726365052

00

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20170406 1344 1219 6726	P PPSA	05

01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02

DEBTOR NAME

BUSINESS NAME NIMBUS WATER SYSTEMS INC.

03

ADDRESS 112 OAKDALE RD TORONTO ON M3N 1V9

04

ONTARIO CORPORATION NO.

05

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06

DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

08

SECURED PARTY / LIEN CLAIMANT

THE BANK OF NOVA SCOTIA

09

ADDRESS 4715 TAHOE BOULEVARD MISSISSAUGA ON L4W 0B4

COLLATERAL CLASSIFICATION

CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
			X		X	X	32871		

10

MOTOR VEHICLE YEAR MAKE 2016 CHEVROLET

MODEL EXPRESS CARGO

V.I.N. 1GCWGBFF9G1234610

11

VEHICLE

13

GENERAL

OUR SECURITY INTEREST IS LIMITED TO THE MOTOR VEHICLES LISTED ABOVE AND THE PROCEEDS OF THOSE VEHICLES

14

COLLATERAL

15

DESCRIPTION

16

REGISTERING

D+H LIMITED PARTNERSHIP (BNS)

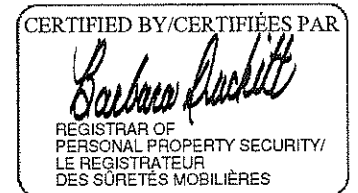
17

AGENT

ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FL MISSISSAUGA ON L4Z 1H8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 34



(crj1fu 06/2019)

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729124031.83

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 34
(2665)

255

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NIMBUS WATER SYSTEMS INC.
FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
726287031

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20170405 1056 1219 4079	P PPSA	05

01

DEBTOR NAME : BUSINESS NAME : NIMBUS WATER SYSTEMS INC.
DATE OF BIRTH : FIRST GIVEN NAME : INITIAL : SURNAME :

02

ADDRESS : 112 OAKDALE RD TORONTO ONTARIO CORPORATION NO. : ON M3N 1V9

03

DEBTOR NAME : BUSINESS NAME :
DATE OF BIRTH : FIRST GIVEN NAME : INITIAL : SURNAME :

04

ADDRESS :
ONTARIO CORPORATION NO. :

05

SECURED PARTY / LIEN CLAIMANT : THE BANK OF NOVA SCOTIA

06

ADDRESS : 4715 TAHOE BOULEVARD MISSISSAUGA ON L4W 0B4

07

COLLATERAL CLASSIFICATION		MOTOR VEHICLE	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
CONSUMER GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED			
	X	X	32871		

08

MOTOR VEHICLE : YEAR MAKE : 2016 CHEVROLET MODEL : EXPRESS CARGO V.I.N. : 1GCWGBFFXG1195798

09

GENERAL COLLATERAL DESCRIPTION : OUR SECURITY INTEREST IS LIMITED TO THE MOTOR VEHICLES LISTED ABOVE AND THE PROCEEDS OF THOSE VEHICLES

10

REGISTERING AGENT : D+H LIMITED PARTNERSHIP (BNS)
ADDRESS : 2 ROBERT SPECK PARKWAY, 15TH FL MISSISSAUGA ON L4Z 1H8

11

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 35

CERTIFIED BY/CERTIFIÉES PAR
Barbara Aschitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crjfu 06/2019)

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729124031.83

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 35
(2666)

256

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NIMBUS WATER SYSTEMS INC.
FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
721574298

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20161014 1746 1219 6049	P PPSA	05

01

DEBTOR NAME DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR NAME

BUSINESS NAME NIMBUS WATER SYSTEMS INC.

03

ADDRESS 112 OAKDALE RD TORONTO ONTARIO CORPORATION NO. ON M3N 1V9

04 DEBTOR NAME

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR NAME

BUSINESS NAME ONTARIO CORPORATION NO.

06

ADDRESS

07 SECURED PARTY / LIEN CLAIMANT

THE BANK OF NOVA SCOTIA

08

ADDRESS 4715 TAHOE BOULEVARD MISSISSAUGA ON L4W 0B4

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
					X	32663		

09

MOTOR VEHICLE YEAR MAKE MODEL VIN
2016 GMC SAVANA CARGO 1GTW7AFF6G1168964

10

11 GENERAL COLLATERAL DESCRIPTION
12 OUR SECURITY INTEREST IS LIMITED TO THE MOTOR VEHICLES LISTED ABOVE AND THE PROCEEDS OF THOSE VEHICLES

13 REGISTERING AGENT

D+H LIMITED PARTNERSHIP (BNS)
ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FL MISSISSAUGA ON L4Z 1H8

14

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 36

CERTIFIED BY/CERTIFIÉES PAR
Barbara Archibutt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crjfu 06/2019)

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729124031.83

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 36
(2667)

257

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NIMBUS WATER SYSTEMS INC.
FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
721574514

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
001 1 20161014 1807 1219 6057 P PPSA 05

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME NIMBUS WATER SYSTEMS INC. ONTARIO CORPORATION NO.
04 ADDRESS 112 OAKDALE RD TORONTO ON M3N 1V9

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME ONTARIO CORPORATION NO.
07 ADDRESS

08 SECURED PARTY / THE BANK OF NOVA SCOTIA
09 LIEN CLAIMANT ADDRESS 4715 TAHOE BOULEVARD MISSISSAUGA ON L4W 0B4

10 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
X X X 32663

11 MOTOR YEAR MAKE MODEL VIN
12 VEHICLE 2016 GMC SAVANA CARGO 1GTW7AFF3G1191960

13 GENERAL OUR SECURITY INTEREST IS LIMITED TO THE MOTOR VEHICLES LISTED ABOVE
14 COLLATERAL AND THE PROCEEDS OF THOSE VEHICLES
15 DESCRIPTION

16 REGISTERING D+H LIMITED PARTNERSHIP (BNS)
17 AGENT ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FL MISSISSAUGA ON L4Z 1H8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 37

CERTIFIED BY/CERTIFIÉES PAR
Barbara Duckitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729124031.83

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 37
(2668)

258

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NIMBUS WATER SYSTEMS INC.
FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
718214733

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	01	001		20160630 1708 1462 9096	P PPSA	6

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
-------------	---------------	------------------	---------	---------

02 DEBTOR NAME
03 BUSINESS NAME NIMBUS WATER SYSTEMS INC.

04 ADDRESS 112 OAKDALE ROAD TORONTO ONTARIO CORPORATION NO. ON M3N1V9

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
-------------	---------------	------------------	---------	---------

05 DEBTOR NAME
06 BUSINESS NAME
07 ADDRESS
08 SECURED PARTY / LIEN CLAIMANT JIM PATTISON LEASE

09 ADDRESS 4937 REGENT STREET BURNABY BC V5C4H4

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO. FIXED MATURITY DATE
		X			X		31MAY2021	

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
	2016 FORD	SUPER DUTY F-350 SR	1FT8W3BT5GEC27269

13 GENERAL COLLATERAL DESCRIPTION

16 REGISTERING AGENT JIM PATTISON LEASE
17 ADDRESS 4937 REGENT STREET BURNABY BC V5C4H4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 38

CERTIFIED BY/CERTIFIÉES PAR
Barbara Aschitt
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)

RUN NUMBER : 210
 RUN DATE : 2021/07/29
 ID : 20210729124031.83

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : PSSR060
 PAGE : 38
 (2669)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : NIMBUS WATER SYSTEMS INC.
 FILE CURRENCY : 28JUL 2021

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	001		20170616 1709 1462 0978	
21	RECORD REFERENCED	FILE NUMBER	718214733		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	NIMBUS WATER SYSTEMS INC.		
25	OTHER CHANGE				
26	REASON/ DESCRIPTION	AMEND SECURED PARTY NAME FROM JIM PATTISON LEASE TO JIM PATTISON INDUSTRIES LTD.			
27					
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/ TRANSFEREE	BUSINESS NAME			
06		ONTARIO CORPORATION NO.			
04/07	ADDRESS				
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08		JIM PATTISON INDUSTRIES LTD.			
09	ADDRESS	1235 - 73RD AVE S.E.	CALGARY	AB	T2H2X1
	COLLATERAL CLASSIFICATION				
	CONSUMER				
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER
			MOTOR VEHICLE INCLUDED	DATE OF MATURITY	NO FIXED OR MATURITY DATE
10		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR VEHICLE				
12	GENERAL				
13	COLLATERAL DESCRIPTION				
14	REGSTERING AGENT OR	JIM PATTISON INDUSTRIES LTD.			
15	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	1235 - 73RD AVE S.E.	CALGARY	AB T2H2X1

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 39

CERTIFIED BY/CERTIFIÉES PAR
Barbara Archibutt
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729124031.83

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 39
(2670)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NIMBUS WATER SYSTEMS INC.
FILE CURRENCY : 28JUL 2021

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
709598466

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20150902 1854 1219 3265	P PPSA	07

01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02

DEBTOR NAME

BUSINESS NAME NIMBUS WATER SYSTEMS INC.

03

ADDRESS 112 OAKDALERD NORTH YORK ONTARIO CORPORATION NO. ON M3N 1V9

04

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05

DEBTOR NAME

BUSINESS NAME ONTARIO CORPORATION NO.

06

ADDRESS

07

SECURED PARTY / LIEN CLAIMANT BANK OF NOVA SCOTIA - ONTARIO CAU

08

ADDRESS STD.LIFE BLDG.,120 KING ST W AT BAY,5TH. HAMILTON ON L8P 4V2

09

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
				X	X	36205			

10

YEAR MAKE MODEL V.I.N.
MOTOR VEHICLE 2014 GMC SAVANA CARGO 1GTW7GBA4E1184803

11

VEHICLE

12

GENERAL COLLATERAL DESCRIPTION

13

14

15

REGISTERING AGENT D+H LIMITED PARTNERSHIP (BNS)

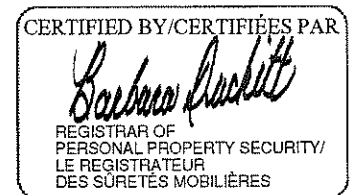
16

ADDRESS 939 EGLINTON AVENUE EAST, SUITE 201 TORONTO ON M4G 4H7

17

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 40



(crj1fu 06/2019)

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729124031.83

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 40
(2671)

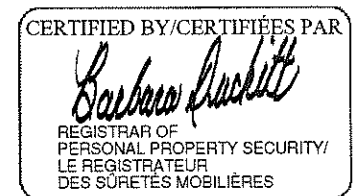
261

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NIMBUS WATER SYSTEMS INC.
FILE CURRENCY : 28JUL 2021

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
768268314	20201203	1257	1219	1475
768274938	20201203	1604	1219	1876
768274983	20201203	1608	1219	1877
767810628	20201118	1319	1901	6065
760030398	20200211	1043	1529	5700
757398636	20191107	1602	1219	2991
755050176	20190903	1520	1532	8423
754059429	20190802	1449	1793	7930
751329378	20190517	1050	1219	0341
749651454	20190401	1835	1901	2832
749283075	20190321	1015	1532	2082
748486953	20190221	1135	1901	4010
748487277	20190221	1150	1901	4018
748487529	20190221	1156	1902	7523
748487556	20190221	1157	1902	7524
748488024	20190221	1224	1902	7528
748488483	20190221	1231	1902	7531
747579969	20190115	1048	1529	8790
747375237	20190107	1616	1902	9356
747376038	20190107	1631	1901	5554
742573404	20180810	1442	1530	6813
742573485	20180810	1442	1530	6821
742532301	20180809	1433	1530	6165
736402392	20180212	1037	1529	1931
735343209	20180102	1453	1219	9716
733178052	20171023	1043	1529	1476
732455568	20170929	1441	1530	5414
726365052	20170406	1344	1219	6726
726287031	20170405	1056	1219	4079
721574298	20161014	1746	1219	6049

CONTINUED... 41



(crfj5 06/2019)

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729124031.83

REPORT : PSSR060
PAGE : 41
(2672)

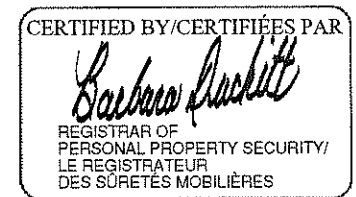
262

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NIMBUS WATER SYSTEMS INC.
FILE CURRENCY : 28JUL 2021

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
721574514	20161014 1807 1219 6057			
718214733	20160630 1708 1462 9096	20170616 1709 1462 0978		
709598466	20150902 1854 1219 3265			

34 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.



(enrj5 06/2019)

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729123905.89

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 1
(2616)

263

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE
OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : OAKDALE ENTERPRISES INC.

FILE CURRENCY : 28JUL 2021

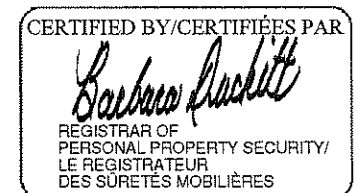
ENQUIRY NUMBER 20210729123905.89 CONTAINS 6 PAGE(S), 2 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME
WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER
SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

THORNTON GROUT FINNIGAN LLP - ROXANA MANEA

3200-100 WELLINGTON STREET WEST
TORONTO ON M5K 1K7

CONTINUED... 2



(crf)5 06/2019)

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729123905.89

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 2
(2617)

264

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : OAKDALE ENTERPRISES INC.
FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
762144273

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20200527 0921 9234 2008	P PPSA	5

01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02

DEBTOR NAME

BUSINESS NAME OAKDALE ENTERPRISES INC.

03

ONTARIO CORPORATION NO.

04

ADDRESS 112 OAKDALE ROAD TORONTO ON M3N 1V9

05

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06

DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

08

SECURED PARTY / LIEN CLAIMANT

JLHD INVESTMENTS INC.

09

ADDRESS 5181 EVEREST DRIVE MISSISSAUGA ON L4W 2R2

COLLATERAL CLASSIFICATION

CONSUMER GOODS	MOTOR VEHICLE	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE

10

YEAR MAKE MODEL V.I.N.

11

MOTOR VEHICLE

13

GENERAL COLLATERAL DESCRIPTION

16

REGISTERING AGENT

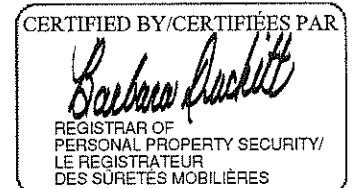
STIKEMAN ELLIOTT LLP

17

ADDRESS 5300 COMMERCE COURT WEST 199 BAY ST. TORONTO ON M5L 1B9

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 3



(c)jfu 06/2019

RUN NUMBER : 210
 RUN DATE : 2021/07/29
 ID : 20210729123905.89

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : PSSR060
 PAGE : 3
 (2618)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : OAKDALE ENTERPRISES INC.
 FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
 754059429

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	3		20190802 1449 1793 7930	P PPSA	6

01

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

02 DEBTOR NAME

BUSINESS NAME : NIMBUS ENVIRONMENTAL SOLUTIONS INC.

03 ADDRESS

112 OAKDALE ROAD TORONTO

ONTARIO CORPORATION NO.
 ON M3N1V9

04 DEBTOR NAME

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

05 DEBTOR NAME

BUSINESS NAME : OAKDALE ENTERPRISES INC.

06 ADDRESS

112 OAKDALE ROAD TORONTO

ONTARIO CORPORATION NO.
 ON M3N1V9

07 SECURED PARTY / LIEN CLAIMANT

NATIONAL BANK OF CANADA

08 ADDRESS

500 HIGHWAY 7 EAST RICHMOND HILL ON L4B1J1

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

13 COLLATERAL

14 DESCRIPTION

15 REGISTERING AGENT

ROBINS APPLEBY LLP
 ADDRESS : 120 ADELAIDE ST. WEST SUITE 2600 TORONTO ON M5H1T1

16

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 4

CERTIFIED BY/CERTIFIÉES PAR
Barbara Archibutt
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729123905.89

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 4
(2619)

266

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : OAKDALE ENTERPRISES INC.
FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
754059429

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	3		20190802 1449 1793 7930		

01

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

02

DEBTOR

03

NAME

BUSINESS NAME

NIMBUS WATER SYSTEMS INC.

04

ADDRESS

112 OAKDALE ROAD

TORONTO

ONTARIO CORPORATION NO.

ON M3N1V9

05

DEBTOR

06

NAME

BUSINESS NAME

365 PRO INSTALLATIONS INC.

07

ADDRESS

5181 EVEREST DRIVE

MISSISSAUGA

ONTARIO CORPORATION NO.

ON L4W2R2

08

SECURED PARTY /

09

LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

10

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO. FIXED MATURITY DATE
----------------	-----------	-----------	----------------	------------------------	--------	---------------------	-------------------------

11

MOTOR

12

VEHICLE

YEAR MAKE

MODEL

V.I.N.

13

GENERAL

14

COLLATERAL

15

DESCRIPTION

16

REGISTERING

17

AGENT

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED . . .

5

CERTIFIED BY/CERTIFIÉES PAR

Barbara Duckitt

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETES MOBILIÈRES

(crj1fu 06/2019)

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729123905.89

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 5
(2620)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : OAKDALE ENTERPRISES INC.
FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
754059429

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
003 3 20190802 1449 1793 7930

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME WATER FILTER CART INC. ONTARIO CORPORATION NO.
04 ADDRESS 112 OAKDALE ROAD TORONTO ON M3N1V9

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME 2242462 ONTARIO LIMITED ONTARIO CORPORATION NO.
07 ADDRESS 112 OAKDALE ROAD TORONTO ON M3N1V9

08 SECURED PARTY /
09 LIEN CLAIMANT ADDRESS

10 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO. FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING
17 AGENT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 6

CERTIFIED BY/CERTIFIÉES PAR
Barbara Rickett
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crjfu 06/2019)



RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729123905.89

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 6
(2621)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : OAKDALE ENTERPRISES INC.
FILE CURRENCY : 28JUL 2021

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
762144273	20200527	0921	9234	2008
754059429	20190802	1449	1793	7930

2 REGISTRATIONS ARE REPORTED IN THIS ENQUIRY RESPONSE.

CERTIFIED BY/CERTIFIÉES PAR
Barbara Luckitt
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTREUR
 DES SÛRETÉS MOBILIÈRES

(crlj5 06/2019)

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729124103.80

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 1
(2673)

269

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE
OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : WATER FILTER CART INC.

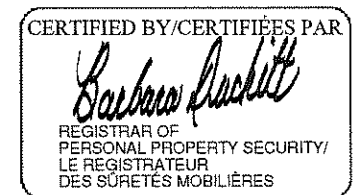
FILE CURRENCY : 28JUL 2021

ENQUIRY NUMBER 20210729124103.80 CONTAINS 5 PAGE(S), 1 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.

THORNTON GROUT FINNIGAN LLP - ROXANA MANEA

3200-100 WELLINGTON STREET WEST
TORONTO ON M5K 1K7



(crj5 06/2019)

CONTINUED... 2

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729124103.80

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 2
(2674)

270

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : WATER FILTER CART INC.
FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
754059429

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	3		20190802 1449 1793 7930	P PPSA	6

01

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

02 DEBTOR

03 NAME

BUSINESS NAME NIMBUS ENVIRONMENTAL SOLUTIONS INC.

04

ADDRESS 112 OAKDALE ROAD TORONTO ON M3N1V9

ONTARIO CORPORATION NO.

05 DEBTOR

06 NAME

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

BUSINESS NAME OAKDALE ENTERPRISES INC.

07

ADDRESS 112 OAKDALE ROAD TORONTO ON M3N1V9

ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT

NATIONAL BANK OF CANADA

09

ADDRESS 500 HIGHWAY 7 EAST RICHMOND HILL ON L4B1J1

COLLATERAL CLASSIFICATION

CONSUMER GOODS	MOTOR VEHICLE	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
X	X	X	X	X

10

YEAR	MAKE	MODEL	V.I.N.
------	------	-------	--------

11 MOTOR

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

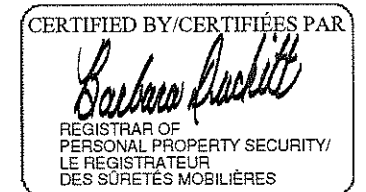
17 AGENT

ROBINS APPLEBY LLP

ADDRESS 120 ADELAIDE ST. WEST SUITE 2600 TORONTO ON M5H1T1

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 3



(crj1fu 06/2019)



RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729124103.80

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 3
(2675)

271

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : WATER FILTER CART INC.
FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
754059429

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	3		20190802 1449 1793 7930		

01

DEBTOR NAME DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02

03

04

BUSINESS NAME NIMBUS WATER SYSTEMS INC.
ADDRESS 112 OAKDALE ROAD TORONTO ONTARIO CORPORATION NO. M3N1V9

05

06

07

DEBTOR NAME DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
BUSINESS NAME 365 PRO INSTALLATIONS INC.
ADDRESS 5181 EVEREST DRIVE MISSISSAUGA ONTARIO CORPORATION NO. L4W2R2

08

09

SECURED PARTY / LIEN CLAIMANT ADDRESS

10

COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO. FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

11

12

MOTOR VEHICLE YEAR MAKE MODEL VIN

13

14

15

GENERAL COLLATERAL DESCRIPTION

16

17

REGISTERING AGENT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

4

CERTIFIED BY/CERTIFIÉES PAR
Barbara Russett
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(c)1fu 06/2019)

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729124103.80

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 4
(2676)

272

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : WATER FILTER CART INC.
FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
754059429

00

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	003	3		20190802 1449 1793 7930		

01

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

02

DEBTOR NAME

BUSINESS NAME WATER FILTER CART INC.

03

ADDRESS 112 OAKDALE ROAD TORONTO ONTARIO CORPORATION NO. ON M3N1V9

04

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

05

DEBTOR NAME

BUSINESS NAME 2242462 ONTARIO LIMITED

06

ADDRESS 112 OAKDALE ROAD TORONTO ONTARIO CORPORATION NO. ON M3N1V9

07

SECURED PARTY / LIEN CLAIMANT

ADDRESS

08

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
----------------	-----------	-----------	----------------	------------------------	--------	---------------------	------------------------

10

MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.
---------------	------	------	-------	--------

11

VEHICLE

12

GENERAL COLLATERAL DESCRIPTION

13

14

15

REGISTERING AGENT

16

ADDRESS

17

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

5

CERTIFIED BY/CERTIFIÉES PAR
Barbara Aschitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729124103.80

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 5
(2677)

273

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : WATER FILTER CART INC.
FILE CURRENCY : 28JUL 2021

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
754059429	20190802	1449	1793	7930

1 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.

CERTIFIED BY/CERTIFIÉES PAR
Barbara Duckitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj5 06/2019)

Ontario 

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729123934.23

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 1
(2622)

275

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE
OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

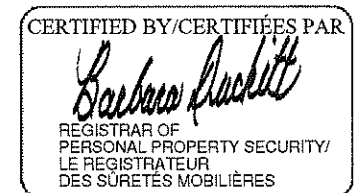
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2242462 ONTARIO LIMITED
FILE CURRENCY : 28JUL 2021

ENQUIRY NUMBER 20210729123934.23 CONTAINS 5 PAGE(S), 1 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.

THORNTON GROUT FINNIGAN LLP - ROXANA MANEA
3200-100 WELLINGTON STREET WEST
TORONTO ON M5K 1K7

CONTINUED... 2



(crj)5 06/2019)

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729123934.23

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 2
(2623)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2242462 ONTARIO LIMITED
FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
754059429

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	3		20190802 1449 1793 7930	P PPSA	6

01

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

02

BUSINESS NAME : NIMBUS ENVIRONMENTAL SOLUTIONS INC.

03

ADDRESS : 112 OAKDALE ROAD TORONTO ON M3N1V9

04

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

05

BUSINESS NAME : OAKDALE ENTERPRISES INC.

06

ADDRESS : 112 OAKDALE ROAD TORONTO ON M3N1V9

07

SECURED PARTY / LIEN CLAIMANT : NATIONAL BANK OF CANADA

08

ADDRESS : 500 HIGHWAY 7 EAST RICHMOND HILL ON L4B1J1

09

COLLATERAL CLASSIFICATION		MOTOR VEHICLE				AMOUNT		DATE OF		NO. FIXED	
CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	MATURITY	GR	MATURITY	DATE		
X	X	X	X	X	X						

10

MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.

11

GENERAL COLLATERAL DESCRIPTION

13

REGISTERING AGENT : ROBINS APPLEBY LLP

16

ADDRESS : 120 ADELAIDE ST. WEST SUITE 2600 TORONTO ON M5H1T1

17

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR
Barbara Luckitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(ej1fu 06/2019)



PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

RUN NUMBER : 210
 RUN DATE : 2021/07/29
 ID : 20210729123934.23

REPORT : PSSR060
 PAGE : 3
 (2624)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2242462 ONTARIO LIMITED
 FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
 754059429

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	3		20190802 1449 1793 7930		

01

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

02

DEBTOR NAME

BUSINESS NAME : NIMBUS WATER SYSTEMS INC.

03

ADDRESS : 112 OAKDALE ROAD TORONTO

04

ONTARIO CORPORATION NO.
 ON M3N1V9

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

05

DEBTOR NAME

BUSINESS NAME : 365 PRO INSTALLATIONS INC.

06

ADDRESS : 5181 EVEREST DRIVE MISSISSAUGA

07

ONTARIO CORPORATION NO.
 ON L4W2R2

SECURED PARTY / LIEN CLAIMANT

08

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	MOTOR VEHICLE	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE

10

YEAR	MAKE	MODEL	V.I.N.

11

MOTOR VEHICLE

GENERAL COLLATERAL DESCRIPTION

13

REGISTERING AGENT

16

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

4

CERTIFIED BY/CERTIFIÉES PAR
Barbara Duckitt
 REGISTRAR OF PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)



RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729123934.23

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 4
(2625)

278

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2242462 ONTARIO LIMITED
FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
754059429

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	003	3		20190802 1449 1793 7930		

01

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
-------------	---------------	------------------	---------	---------

02

DEBTOR NAME : BUSINESS NAME : WATER FILTER CART INC.

03

ADDRESS : 112 OAKDALE ROAD TORONTO ONTARIO CORPORATION NO. M3N1V9

04

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
-------------	---------------	------------------	---------	---------

05

DEBTOR NAME : BUSINESS NAME : 2242462 ONTARIO LIMITED

06

ADDRESS : 112 OAKDALE ROAD TORONTO ONTARIO CORPORATION NO. M3N1V9

07

SECURED PARTY / LIEN CLAIMANT

08

ADDRESS

COLLATERAL CLASSIFICATION

10

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO. EXPIRED MATURITY DATE
----------------	-----------	-----------	----------------	------------------------	--------	---------------------	---------------------------

11

MOTOR VEHICLE : YEAR MAKE MODEL VIN

12

13

GENERAL COLLATERAL DESCRIPTION

14

15

16

REGISTERING AGENT

17

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

5

CERTIFIED BY/CERTIFIÉES PAR
Barbara Archibutt
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crjfu 06/2019)

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729123934.23

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 5
(2626)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2242462 ONTARIO LIMITED
FILE CURRENCY : 28JUL 2021

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
754059429	20190802	1449	1793	7930

1 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.

CERTIFIED BY/CERTIFIÉES PAR
Barbara Duckitt
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES

(crj5 06/2019)



RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729123829.90

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 1
(2610)

281

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE
OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : NIMBUS ENVIRONMENTAL SOLUTIONS INC.

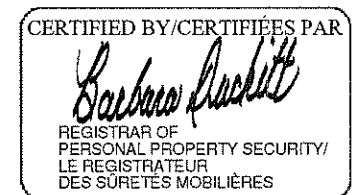
FILE CURRENCY : 28JUL 2021

ENQUIRY NUMBER 20210729123829.90 CONTAINS 6 PAGE(S), 2 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME
WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER
SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

THORNTON GROUT FINNIGAN LLP - ROXANA MANEA
3200-100 WELLINGTON STREET WEST
TORONTO ON M5K 1K7

CONTINUED... 2



(crj5 06/2019)

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729123829.90

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 2
(2611)

282

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NIMBUS ENVIRONMENTAL SOLUTIONS INC.
FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
762144255

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20200527 0921 9234 2007	P PPSA	5

01

DEBTOR NAME : BUSINESS NAME : NIMBUS ENVIRONMENTAL SOLUTIONS INC.
DATE OF BIRTH : FIRST GIVEN NAME : INITIAL : SURNAME :

02

03

04

ADDRESS : 112 OAKDALE ROAD TORONTO ONTARIO CORPORATION NO. : ON M3N 1V9

05

06

07

08

09

SECURED PARTY / LIEN CLAIMANT : JLHD INVESTMENTS INC.
ADDRESS : 5181 EVEREST DRIVE MISSISSAUGA ON L4W 2R2

COLLATERAL CLASSIFICATION

10

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
	X	X	X	X	X			

11

12

MOTOR VEHICLE : YEAR MAKE : MODEL : V.I.N. :

13

14

15

GENERAL COLLATERAL DESCRIPTION :

16

17

REGISTERING AGENT : STIKEMAN ELLIOTT LLP
ADDRESS : 5300 COMMERCE COURT WEST 199 BAY ST. TORONTO ON M5L 1B9

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR
Barbara Aschitt
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crj)fu 06/2019)

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729123829.90

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 3
(2612)

283

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NIMBUS ENVIRONMENTAL SOLUTIONS INC.
FILE CURRENCY : 28JUL 2021

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
754059429

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	3		20190802 1449 1793 7930	P PPSA	6

01

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

02

DEBTOR NAME

BUSINESS NAME NIMBUS ENVIRONMENTAL SOLUTIONS INC.

03

ONTARIO CORPORATION NO.

04

ADDRESS 112 OAKDALE ROAD TORONTO ON M3N1V9

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

05

DEBTOR NAME

BUSINESS NAME OAKDALE ENTERPRISES INC.

06

ONTARIO CORPORATION NO.

07

ADDRESS 112 OAKDALE ROAD TORONTO ON M3N1V9

SECURED PARTY / LIEN CLAIMANT NATIONAL BANK OF CANADA

08

ADDRESS 500 HIGHWAY 7 EAST RICHMOND HILL ON L4B1J1

09

COLLATERAL CLASSIFICATION		MOTOR VEHICLE	AMOUNT	DATE OF MATURITY	NO. FIXED		
CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	OR	MATURITY DATE
	X	X	X	X	X		

10

YEAR	MAKE	MODEL	V.I.N.
------	------	-------	--------

11

MOTOR VEHICLE

12

GENERAL COLLATERAL DESCRIPTION

13

14

15

REGISTERING AGENT ROBINS APPLEBY LLP

16

ADDRESS 120 ADELAIDE ST. WEST SUITE 2600 TORONTO ON M5H1T1

17

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 4

CERTIFIED BY/CERTIFIÉES PAR
Barbara Duckitt
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crjfu 06/2019)

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729123829.90

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 4
(2613)

284

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NIMBUS ENVIRONMENTAL SOLUTIONS INC.
FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
754059429

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	3		20190802 1449 1793 7930		

01

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

02

DEBTOR NAME

BUSINESS NAME

NIMBUS WATER SYSTEMS INC.

03

ADDRESS

112 OAKDALE ROAD

TORONTO

ONTARIO CORPORATION NO.

ON M3N1V9

04

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

05

DEBTOR NAME

BUSINESS NAME

365 PRO INSTALLATIONS INC.

06

ADDRESS

5181 EVEREST DRIVE

MISSISSAUGA

ONTARIO CORPORATION NO.

ON L4W2R2

07

SECURED PARTY / LIEN CLAIMANT

ADDRESS

08

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

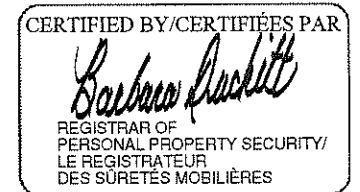
ADDRESS

17

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

5



(crj1fu 06/2019)

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729123829.90

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 5
(2614)

285

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NIMBUS ENVIRONMENTAL SOLUTIONS INC.
FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
754059429

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	003	3		20190802 1449 1793 7930		

02 DEBTOR NAME
03 BUSINESS NAME
04 ADDRESS

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
	WATER FILTER CART INC.		
	112 OAKDALE ROAD		TORONTO

ONTARIO CORPORATION NO.
ON M3N1V9

05 DEBTOR NAME
06 BUSINESS NAME
07 ADDRESS

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
	2242462 ONTARIO LIMITED		
	112 OAKDALE ROAD		TORONTO

ONTARIO CORPORATION NO.
ON M3N1V9

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
----------------	-----------	-----------	----------------	------------------------	--------	---------------------	------------------------

11 MOTOR VEHICLE
12 YEAR MAKE
13 MODEL
14 V.I.N.

13 GENERAL COLLATERAL DESCRIPTION

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

6

CERTIFIED BY/CERTIFIÉES PAR
Barbara Aschitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729123829.90

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 6
(2615)

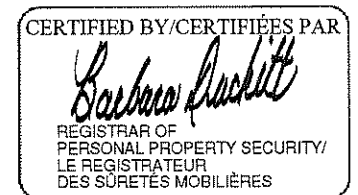
286

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NIMBUS ENVIRONMENTAL SOLUTIONS INC.
FILE CURRENCY : 28JUL 2021

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
762144255	20200527	0921	9234	2007
754059429	20190802	1449	1793	7930

2 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.



(crj5 08/2019)

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729124031.83

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 1
(2632)

288

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE
OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : NIMBUS WATER SYSTEMS INC.

FILE CURRENCY : 28JUL 2021

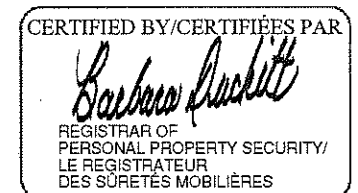
ENQUIRY NUMBER 20210729124031.83 CONTAINS 41 PAGE(S), 33 FAMILY(IES).

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.

THORNTON GROUT FINNIGAN LLP - ROXANA MANEA

3200-100 WELLINGTON STREET WEST
TORONTO ON M5K 1K7

CONTINUED... 2



(crfj5 06/2019)

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729124031.83

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 2
(2633)

289

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NIMBUS WATER SYSTEMS INC.
FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
768268314

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20201203 1257 1219 1475	P PPSA	03

01

02
03

DEBTOR NAME
DATE OF BIRTH
FIRST GIVEN NAME
INITIAL
SURNAME

BUSINESS NAME
NIMBUS WATER SYSTEMS INC

ONTARIO CORPORATION NO.

04

ADDRESS
112 OAKDALE ROAD TORONTO

ON M3N 1V9

05
06

DEBTOR NAME
DATE OF BIRTH
FIRST GIVEN NAME
INITIAL
SURNAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

08

SECURED PARTY / LIEN CLAIMANT
THE BANK OF NOVA SCOTIA - CENTRAL MORTGAGE UNIT

09

ADDRESS
10 WRIGHT BLVD. STRATFORD ON N4Z 1H3

COLLATERAL CLASSIFICATION

10

CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
						X	34459		

11
12

MOTOR VEHICLE
YEAR MAKE
2012 GMC
MODEL
YUKON
V.I.N.
1GKS2CE09CR107517

13
14
15

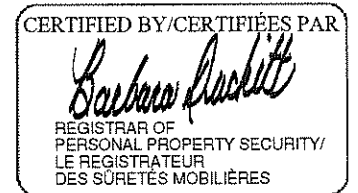
GENERAL COLLATERAL DESCRIPTION
OUR SECURITY INTEREST IS LIMITED TO THE MOTOR VEHICLES LISTED ABOVE AND THE PROCEEDS OF THOSE VEHICLES

16
17

REGISTERING AGENT
TERANET COLLATERAL MANAGEMENT SOLUTIONS CORPORATION (BNS)
ADDRESS
2 ROBERT SPECK PARKWAY, 15TH FL MISSISSAUGA ON L4Z 1H8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 3



(crj1fu 06/2019)

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729124031.83

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 3
(2634)

290

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NIMBUS WATER SYSTEMS INC.
FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
768274938

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20201203 1604 1219 1876	P PPSA	04

DEBTOR NAME	DATE OF BIRTH	BUSINESS NAME	FIRST GIVEN NAME	INITIAL	SURNAME	ADDRESS	ONTARIO CORPORATION NO.
		NIMBUS WATER SYSTEMS INC				112 OAKDALE ROAD TORONTO	ON M3N 1V9

DEBTOR NAME	DATE OF BIRTH	BUSINESS NAME	FIRST GIVEN NAME	INITIAL	SURNAME	ADDRESS	ONTARIO CORPORATION NO.

SECURED PARTY / LIEN CLAIMANT	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ADDRESS	ONTARIO CORPORATION NO.
		THE BANK OF NOVA SCOTIA - CENTRAL MORTGAGE UNIT			10 WRIGHT BLVD. STRATFORD	ON N4Z 1H3

COLLATERAL CLASSIFICATION	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
					X	20001		

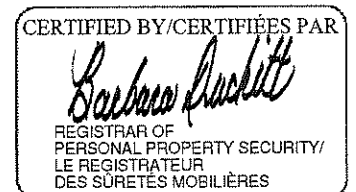
MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
	2013 HYUNDAI	SANTA FE SPORT	5KYZUBLB4DG105088

GENERAL COLLATERAL DESCRIPTION: OUR SECURITY INTEREST IS LIMITED TO THE MOTOR VEHICLES LISTED ABOVE AND THE PROCEEDS OF THOSE VEHICLES

REGISTERING AGENT	ADDRESS	ADDRESS	ADDRESS	ADDRESS
		2 ROBERT SPECK PARKWAY, 15TH FL	MISSISSAUGA	ON L4Z 1H8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 4



(crjtfu 06/2019)

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729124031.83

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 4
(2635)

291

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NIMBUS WATER SYSTEMS INC.
FILE CURRENCY : 28JUL 2021

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
768274983

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20201203 1608 1219 1877	P PPSA	05

01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02

DEBTOR NAME

BUSINESS NAME NIMBUS WATER SYSTEMS INC

03

ONTARIO CORPORATION NO.

04

ADDRESS 112 OAKDALE ROAD TORONTO ON M3N 1V9

05

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06

DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

08

SECURED PARTY / LIEN CLAIMANT

THE BANK OF NOVA SCOTIA - CENTRAL MORTGAGE UNIT

09

ADDRESS 10 WRIGHT BLVD. STRATFORD ON N4Z 1H3

COLLATERAL CLASSIFICATION

10

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO. FIXED MATURITY DATE
			X	X	18643		

11

MOTOR VEHICLE

YEAR MAKE 2015 CHEVROLET

MODEL EQUINOX

V.I.N. 2GNFLGE37F6101914

12

13

GENERAL

OUR SECURITY INTEREST IS LIMITED TO THE MOTOR VEHICLES LISTED ABOVE AND THE PROCEEDS OF THOSE VEHICLES

14

COLLATERAL

15

DESCRIPTION

16

REGISTERING

TERANET COLLATERAL MANAGEMENT SOLUTIONS CORPORATION (ENS)

17

AGENT

ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FL MISSISSAUGA ON L4Z 1H8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 5

CERTIFIED BY/CERTIFIÉES PAR
Barbara Duckitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRÉTÉS MOBILIÈRES

(crjfu 06/2019)

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729124031.83

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
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(2636)

292

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NIMBUS WATER SYSTEMS INC.
FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
767810628

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20201118 1319 1901 6065	P PPSA	01

01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02

DEBTOR NAME

BUSINESS NAME

NIMBUS WATER SYSTEMS INC.

03

ADDRESS

1959 UPPER WATER ST SUITE 1301

HALIFAX

ONTARIO CORPORATION NO.

NS B3J 3N2

04

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05

DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

06

ADDRESS

07

SECURED PARTY / LIEN CLAIMANT THE BANK OF NOVA SCOTIA

08

ADDRESS

10 WRIGHT BOULEVARD

STRATFORD

ON N5A 7X9

09

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
X				X	20000		X

10

YEAR MAKE 2013 HYUNDAI

MODEL SANTA FE SPORT

V.I.N. 5XYZU6LB4DG105088

11

MOTOR VEHICLE

13

GENERAL COLLATERAL DESCRIPTION

14

15

REGISTERING AGENT ESC CORPORATE SERVICES LTD.

16

ADDRESS

201-1325 POLSON DRIVE

VERNON

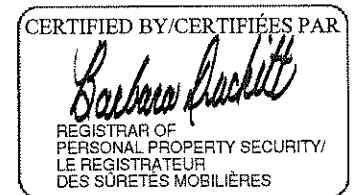
BC V1T 8H2

17

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

6



(crj1fu 06/2019)

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729124031.83

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 6
(2637)

293

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NIMBUS WATER SYSTEMS INC.
FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
760030398

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	01	001		20200211 1043 1529 5700	P PPSA	6

01

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

02 DEBTOR NAME

BUSINESS NAME NIMBUS WATER SYSTEMS INC

03

ADDRESS 112 BURNETT AVENUE TORONTO

ONTARIO CORPORATION NO.
ON M2N 1V9

05 DEBTOR NAME

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 BUSINESS NAME

ADDRESS

ONTARIO CORPORATION NO.

07

08 SECURED PARTY / LIEN CLAIMANT ROYAL BANK OF CANADA

09

ADDRESS 10 YORK MILLS ROAD 3RD FLOOR TORONTO ON M2P 0A2

COLLATERAL CLASSIFICATION

CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
	X					X			X

10

11 MOTOR VEHICLE YEAR MAKE MODEL V.I.N.
2020 JEEP COMPASS 3C4NJDBB1LT124729

12

13 GENERAL COLLATERAL DESCRIPTION

16 REGISTERING AGENT

CANADIAN SECURITIES REGISTRATION SYSTEMS

17

ADDRESS 4126 NORLAND AVENUE BURNABY BC V5G 3S8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 7

CERTIFIED BY/CERTIFIÉES PAR
Barbara Duckitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729124031.83

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 7
(2638)

294

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NIMBUS WATER SYSTEMS INC.
FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
757398636

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20191107 1602 1219 2991	P PPSA	05

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
		NIMBUS WATER SYSTEMS INC			
		ADDRESS: 112 OAKDALE RD		NORTH YORK	ON M3N 1V9

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
		ADDRESS:			

SECURED PARTY / LIEN CLAIMANT	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
		THE BANK OF NOVA SCOTIA			
		ADDRESS: 10 WRIGHT BOULEVARD		STRATFORD	ON N5A 7X9

COLLATERAL CLASSIFICATION		MOTOR VEHICLE		AMOUNT	DATE OF MATURITY OR	NO. FIXED MATURITY DATE
CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED
		X				X
						27300

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
	2019 DODGE	GRAND CARAVAN	2C4RDGBG3KR762245

GENERAL COLLATERAL DESCRIPTION: OUR SECURITY INTEREST IS LIMITED TO THE MOTOR VEHICLES LISTED ABOVE AND THE PROCEEDS OF THOSE VEHICLES

REGISTERING AGENT	ADDRESS	ADDRESS	ADDRESS
		2 ROBERT SPECK PARKWAY, 15TH FL	MISSISSAUGA ON L4Z 1H8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 8

CERTIFIED BY/CERTIFIÉES PAR
Barbara Aschitt
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)



RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729124031.83

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 8
(2639)

295

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NIMBUS WATER SYSTEMS INC.
FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
755050176

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	2		20190903 1520 1532 8423	P PPSA	03

01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02

DEBTOR NAME

BUSINESS NAME NIMBUS WATER SYSTEMS INC

03

ADDRESS 112 OAKDALE RD TORONTO ONTARIO CORPORATION NO. ON M3N1V9

04

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05

DEBTOR NAME

BUSINESS NAME ONTARIO CORPORATION NO.

06

ADDRESS

07

SECURED PARTY / LIEN CLAIMANT MERCEDES-BENZ FINANCIAL

08

ADDRESS 2680 MATHESON BLVD. E. STE 500 MISSISSAUGA ON L4W0A5

09

COLLATERAL CLASSIFICATION		MOTOR VEHICLE		AMOUNT	DATE OF MATURITY OR	NO. FIXED MATURITY DATE
CONSUMER GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED				
	X	X	X	68625.18	29AUG2022	

10

YEAR MAKE MODEL V.I.N.
2018 MERCEDES-BENZ GLE400 4M 4JGDA5GB4JB099846

11

MOTOR VEHICLE

12

GENERAL COLLATERAL DESCRIPTION

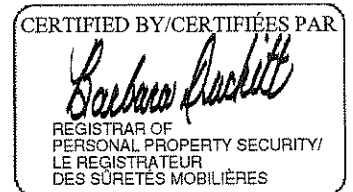
13

REGISTERING AGENT D + H LIMITED PARTNERSHIP
ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON L4Z 1H8

14

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 9



(crjftu 06/2019)

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729124031.83

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 9
(2640)

296

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NIMBUS WATER SYSTEMS INC.
FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
755050176

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	2		20190903 1520 1532 8423		

01

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

02

DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

03

ADDRESS

04

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

05

DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

06

ADDRESS

07

SECURED PARTY / LIEN CLAIMANT

MERCEDES-BENZ FINANCIAL SERVICES CANADA CORPORATION

08

ADDRESS

2680 MATHESON BLVD. E. STE 500

MISSISSAUGA

ON

L4W0A5

09

COLLATERAL CLASSIFICATION

CONSUMER GOODS	MOTOR VEHICLE	AMOUNT	DATE OF MATURITY OR	NO. FIXED MATURITY DATE
----------------	---------------	--------	---------------------	-------------------------

10

YEAR MAKE	MODEL	V.I.N.
-----------	-------	--------

11

MOTOR VEHICLE

12

GENERAL

13

COLLATERAL DESCRIPTION

14

REGISTERING AGENT

15

ADDRESS

16

ADDRESS

17

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

10

CERTIFIED BY/CERTIFIÉES PAR
Barbara Archibutt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crjfu 06/2019)

RUN NUMBER : 210
 RUN DATE : 2021/07/29
 ID : 20210729124031.83

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : PSSR060
 PAGE : 10
 (2641)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : NIMBUS WATER SYSTEMS INC.
 FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
 754059429

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	3		20190802 1449 1793 7930	P PPSA	6

DEBTOR NAME	DATE OF BIRTH	BUSINESS NAME	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
		NIMBUS ENVIRONMENTAL SOLUTIONS INC.				
		ADDRESS	112 OAKDALE ROAD		TORONTO	ON M3N1V9
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
		BUSINESS NAME	OAKDALE ENTERPRISES INC.			
		ADDRESS	112 OAKDALE ROAD		TORONTO	ON M3N1V9
		SECURED PARTY / LIEN CLAIMANT	NATIONAL BANK OF CANADA			
		ADDRESS	500 HIGHWAY 7 EAST		RICHMOND HILL	ON L4B1J1

COLLATERAL CLASSIFICATION		MOTOR VEHICLE		AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED		
X	X	X	X	X		

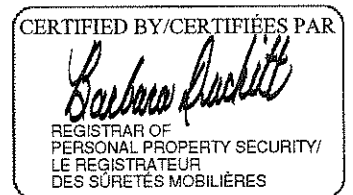
MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.

GENERAL COLLATERAL DESCRIPTION

REGISTERING AGENT : ROBINS APPLEBY LLP
 ADDRESS : 120 ADELAIDE ST. WEST SUITE 2600 TORONTO ON M5H1T1

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 11



RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729124031.83

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 11
(2642)

298

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NIMBUS WATER SYSTEMS INC.
FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
754059429

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	3		20190802 1449 1793 7930		

01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02

DEBTOR NAME

BUSINESS NAME NIMBUS WATER SYSTEMS INC.

03

ADDRESS 112 OAKDALE ROAD TORONTO ONTARIO CORPORATION NO. M3N1V9 ON

04

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05

DEBTOR NAME

BUSINESS NAME 365 PRO INSTALLATIONS INC.

06

ADDRESS 5181 EVEREST DRIVE MISSISSAUGA ONTARIO CORPORATION NO. L4W2R2 ON

07

SECURED PARTY / LIEN CLAIMANT

08

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

13

14

15

REGISTERING AGENT

16

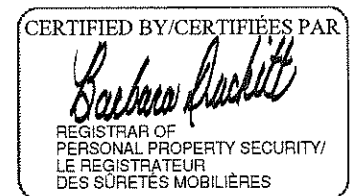
17

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

12



(crjfu 06/2019)

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729124031.83

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 12
(2643)

299

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NIMBUS WATER SYSTEMS INC.
FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
754059429

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	003	3		20190802 1449 1793 7930		

01

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
-------------	---------------	------------------	---------	---------

02

03

BUSINESS NAME : WATER FILTER CART INC.

04

ADDRESS : 112 OAKDALE ROAD TORONTO ON M3N1V9
ONTARIO CORPORATION NO. M3N1V9

05

06

BUSINESS NAME : 2242462 ONTARIO LIMITED

07

ADDRESS : 112 OAKDALE ROAD TORONTO ON M3N1V9
ONTARIO CORPORATION NO. M3N1V9

08

09

SECURED PARTY / LIEN CLAIMANT
ADDRESS

10

COLLATERAL CLASSIFICATION	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
---------------------------	----------------	-----------	-----------	----------------	------------------------	--------	---------------------	------------------------

11

12

MOTOR VEHICLE : YEAR MAKE MODEL V.I.N.

13

14

15

GENERAL COLLATERAL DESCRIPTION

16

17

REGISTERING AGENT
ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 13

CERTIFIED BY/CERTIFIÉES PAR
Barbara Archibutt
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crjfu 06/2019)

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729124031.83

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 13
(2644)

300

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NIMBUS WATER SYSTEMS INC.
FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
751329378

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20190517 1050 1219 0341	P PPSA	05

01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02

DEBTOR NAME

BUSINESS NAME NIMBUS WATER SYSTEMS INC.

03

ADDRESS 112 OAKDALE RD NORTH YORK ONTARIO CORPORATION NO. ON M3N 1V9

04

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05

DEBTOR NAME

BUSINESS NAME ONTARIO CORPORATION NO.

06

ADDRESS

07

SECURED PARTY / LIEN CLAIMANT THE BANK OF NOVA SCOTIA

08

ADDRESS 10 WRIGHT BOULEVARD STRATFORD ON N5A 7X9

09

COLLATERAL CLASSIFICATION		MOTOR VEHICLE		AMOUNT	DATE OF	NO. FIXED
CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED	MATURITY OR	MATURITY DATE
		X	X	X	27262	

10

YEAR MAKE MODEL V.I.N.
MOTOR VEHICLE 2019 DODGE GRAND CARAVAN 2C4RDGBG4KR669704

11

VEHICLE

12

GENERAL COLLATERAL DESCRIPTION OUR SECURITY INTEREST IS LIMITED TO THE MOTOR VEHICLES LISTED ABOVE AND THE PROCEEDS OF THOSE VEHICLES

13

GENERAL COLLATERAL DESCRIPTION

14

REGISTERING AGENT D+H LIMITED PARTNERSHIP (BNS)
ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FL MISSISSAUGA ON L4Z 1H8

16

AGENT

17

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 14

CERTIFIED BY/CERTIFIÉES PAR
Barbara Duckitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crjfu 06/2019)

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729124031.83

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 14
(2645)

301

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NIMBUS WATER SYSTEMS INC.
FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
749651454

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20190401 1835 1901 2832	F PPSA	05

01

DEBTOR NAME
DATE OF BIRTH
FIRST GIVEN NAME
INITIAL
SURNAME

02

DEBTOR NAME
BUSINESS NAME
NIMBUS WATER SYSTEMS INC.

03

ONTARIO CORPORATION NO.
ON M3N 1V9

04

ADDRESS
112 OAKDALE ROAD TORONTO

05

DEBTOR NAME
DATE OF BIRTH
FIRST GIVEN NAME
INITIAL
SURNAME

06

DEBTOR NAME
BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

08

SECURED PARTY / LIEN CLAIMANT
TRICOR LEASE & FINANCE CORP.

09

ADDRESS
PO BOX 397 BURLINGTON ON L7R 3Y3

COLLATERAL CLASSIFICATION

CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
	X				X	X	30528		

10

MOTOR VEHICLE
YEAR MAKE
2017 CHEVROLET
MODEL
EXPRESS CARGO
V.I.N.
1GCCGAFXH1344173

11

12

GENERAL COLLATERAL DESCRIPTION

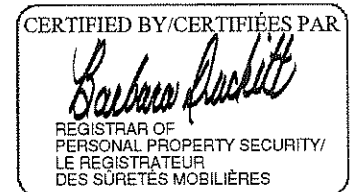
13

REGISTERING AGENT
ESC CORPORATE SERVICES LTD.
ADDRESS
445 KING STREET WEST, SUITE 400 TORONTO ON M5V 1K4

14

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 15



(crj1fu 06/2019)

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729124031.83

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 15
(2646)

302

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NIMBUS WATER SYSTEMS INC.
FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
749283075

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	2		20190321 1015 1532 2082	P PPSA	04

01

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

02

DEBTOR NAME

BUSINESS NAME NIMBUS WATER SYSTEMS INC

03

ADDRESS 112 OAKDALE RD TORONTO ONTARIO CORPORATION NO. ON M3N1V9

04

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

05

DEBTOR NAME

BUSINESS NAME NIMBUS WATER SYSTEMS INC.

06

ADDRESS 112 OAKDALE RD TORONTO ONTARIO CORPORATION NO. ON M3N1V9

07

SECURED PARTY / LIEN CLAIMANT MERCEDES-BENZ FINANCIAL

08

ADDRESS 2680 MATHESON BLVD. E. STE 500 MISSISSAUGA ON L4W0A5

09

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
		X		X	100836.00	19JUN2022	

10

MOTOR VEHICLE YEAR MAKE 2019 MERCEDES-BENZ

MODEL E53W4M

V.I.N. WDDZF6BB2KA488555

11

GENERAL COLLATERAL DESCRIPTION

13

14

15

REGISTERING AGENT D + H LIMITED PARTNERSHIP

16

ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON L4J 1H8

17

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 16

CERTIFIED BY/CERTIFIÉES PAR
Barbara Archibutt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)

Ontario 

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729124031.83

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 16
(2647)

303

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NIMBUS WATER SYSTEMS INC.
FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
749283075

00

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	2		20190321 1015 1532 2082		

01

02 DEBTOR NAME
03 BUSINESS NAME
04 ADDRESS
05 DATE OF BIRTH
06 FIRST GIVEN NAME
07 INITIAL
08 SURNAME

02

03

04

05

06

07

08

09

SECURED PARTY / LIEN CLAIMANT
MERCEDES-BENZ FINANCIAL SERVICES CANADA CORPORATION
ADDRESS 2680 MATHESON BLVD. E. STE 500 MISSISSAUGA ON L4W0A5

10

COLLATERAL CLASSIFICATION
CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER MOTOR VEHICLE INCLUDED AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE

11

12

13

14

15

16

17

MOTOR VEHICLE
YEAR MAKE MODEL V.I.N.

GENERAL COLLATERAL DESCRIPTION

REGISTERING AGENT
ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 17

CERTIFIED BY/CERTIFIÉES PAR
Barbara Duckitt
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crjfu 05/2019)

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729124031.83

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 17
(2648)

304

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NIMBUS WATER SYSTEMS INC.
FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
748486953

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20190221 1135 1901 4010	P PPSA	05

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
		NIMBUS WATER SYSTEMS INC.			
		ADDRESS: 112 OAKDALE ROAD		TORONTO	ON M3N 1V9

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
		ADDRESS:			

SECURED PARTY / LIEN CLAIMANT	ADDRESS	TRICOR LEASE & FINANCE CORP.	BURLINGTON	ON	L7R 3Y3
	PO BOX 397				

COLLATERAL CLASSIFICATION	CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO. FIXED MATURITY DATE
		X		X		X	X	37860			

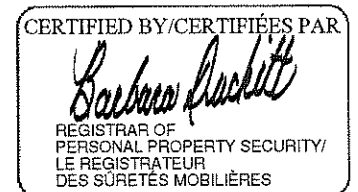
MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
	2017 FORD	F150	1FTEW1EF2HFB55620

GENERAL COLLATERAL DESCRIPTION

REGISTERING AGENT	ADDRESS	ESC CORPORATE SERVICES LTD.	TORONTO	ON	M5V 1K4
	445 KING STREET WEST, SUITE 400				

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 18



(crj1fu 06/2019)

RUN NUMBER : 210
 RUN DATE : 2021/07/29
 ID : 20210729124031.83

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : PSSR060
 PAGE : 18
 (2649)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : NIMBUS WATER SYSTEMS INC.
 FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
 746487277

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20190221 1150 1901 4018	P PPSA	05

01

DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02

DEBTOR NAME

BUSINESS NAME NIMBUS WATER SYSTEMS INC.

03

ONTARIO CORPORATION NO.

04

ADDRESS 112 OAKDALE ROAD NORTH YORK ON M3N 1V9

DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05

DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

06

07

ADDRESS

SECURED PARTY / LIEN CLAIMANT TRICOR LEASE & FINANCE CORP.

08

ADDRESS PO BOX 397 BURLINGTON ON L7R 3Y3

COLLATERAL CLASSIFICATION

CONSUMER	MOTOR VEHICLE	AMOUNT	DATE OF MATURITY OR	NO. FIXED MATURITY DATE
GOODS	EQUIPMENT	ACCOUNTS	OTHER INCLUDED	
X	X	X		33626

10

MOTOR YEAR MAKE MODEL V.I.N.
 VEHICLE 2015 FORD F150 1FTFW1EF2FFA43140

11

GENERAL COLLATERAL DESCRIPTION

13

14

15

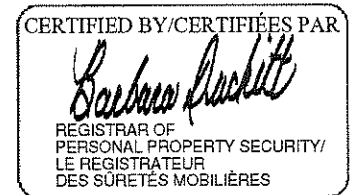
REGISTERING AGENT ESC CORPORATE SERVICES LTD.
 ADDRESS 445 KING STREET WEST, SUITE 400 TORONTO ON M5V 1K4

16

17

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 19



(crj1fu 06/2019)



RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729124031.83

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 19
(2650)

306

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NIMBUS WATER SYSTEMS INC.
FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
748487529

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20190221 1156 1902 7523	F PPSA	05

01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02

DEBTOR NAME

BUSINESS NAME NIMBUS WATER SYSTEMS INC.

03

ONTARIO CORPORATION NO.

04

ADDRESS 112 OAKDALE ROAD TORONTO ON M3N 1V9

05

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06

DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

08

SECURED PARTY / LIEN CLAIMANT

TRICOR LEASE & FINANCE CORP.

09

ADDRESS PO BOX 397 BURLINGTON ON L7R 3Y3

COLLATERAL CLASSIFICATION

CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO. FIXED MATURITY DATE
	X		X		X	X	25478		

10

YEAR MAKE MODEL V.I.N.
2017 CHEVROLET EXPRESS CARGO 1GCWGAF2H1343891

11

MOTOR VEHICLE

13

GENERAL COLLATERAL DESCRIPTION

16

REGISTERING AGENT

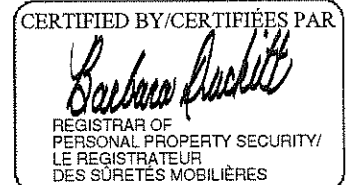
ESC CORPORATE SERVICES LTD.

17

ADDRESS 445 KING STREET WEST, SUITE 400 TORONTO ON M5V 1K4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 20



(crj1u 06/2019)

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729124031.83

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 20
(2651)

307

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NIMBUS WATER SYSTEMS INC.
FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
746487556

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20190221 1157 1902 7524	P PPSA	05

01

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

02 DEBTOR NAME

BUSINESS NAME NIMBUS WATER SYSTEMS INC.

03

ADDRESS 112 OAKDALE ROAD TORONTO

ONTARIO CORPORATION NO.
ON M3N 1V9

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

05 DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

06

ADDRESS

08 SECURED PARTY / LIEN CLAIMANT TRICOR LEASE & FINANCE CORP.

09

ADDRESS PO BOX 397 BURLINGTON ON L7R 3Y3

COLLATERAL CLASSIFICATION

CONSUMER	MOTOR VEHICLE	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED			
X	X	X	23368	

10

YEAR MAKE	MODEL	V.I.N.
2016 GMC	SAVANA CARGO 2500	1GTW7AFF1G1242291

11 MOTOR VEHICLE

13 GENERAL COLLATERAL DESCRIPTION

16 REGISTERING AGENT

ESC CORPORATE SERVICES LTD.
ADDRESS 445 KING STREET WEST, SUITE 400 TORONTO ON M5V 1K4

17

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 21

CERTIFIED BY/CERTIFIÉES PAR
Barbara Archibutt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crjfu 06/2019)

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729124031.83

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 21
(2652)

308

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NIMBUS WATER SYSTEMS INC.
FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
748488024

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20190221 1224 1902 7528	P PPSA	05

01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02

DEBTOR NAME

BUSINESS NAME NIMBUS WATER SYSTEMS INC.

03

ONTARIO CORPORATION NO.

04

ADDRESS 112 OAKDALE ROAD TORONTO ON M3N 1V9

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05

DEBTOR NAME

BUSINESS NAME

06

ONTARIO CORPORATION NO.

07

ADDRESS

SECURED PARTY / TRICOR LEASE & FINANCE CORP.

08

LIEN CLAIMANT

ADDRESS PO BOX 397 BURLINGTON ON L7R 3Y3

09

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
X		X		X	27926		

10

YEAR MAKE MODEL V.I.N.
2017 CHEVROLET EXPRESS CARGO 1GCWGAFP4H1141697

11

MOTOR VEHICLE

13

GENERAL

14

COLLATERAL

15

DESCRIPTION

16

REGISTERING AGENT

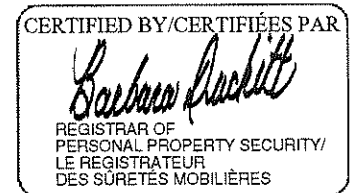
ESC CORPORATE SERVICES LTD.

17

ADDRESS 445 KING STREET WEST, SUITE 400 TORONTO ON M5V 1K4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 22



(crj1fu 08/2019)

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729124031.83

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 22
(2653)

309

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NIMBUS WATER SYSTEMS INC.
FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
748488483

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20190221 1231 1902 7531	P PPSA	05

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME NIMBUS WATER SYSTEMS INC.

04 ADDRESS 112 OAKDALE ROAD TORONTO ONTARIO CORPORATION NO. ON M3N 1V9

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / TRICOR LEASE & FINANCE CORP.

09 LIEN CLAIMANT ADDRESS PO BOX 397 BURLINGTON ON L7R 3Y3

COLLATERAL CLASSIFICATION

CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
	X		X		X	X	34728			

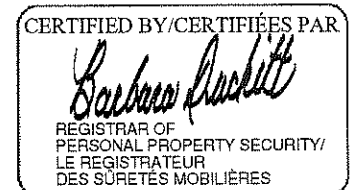
11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE 2017 FORD F150 1FTFW1EF5HKD03691

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING ESC CORPORATE SERVICES LTD.
17 AGENT ADDRESS 445 KING STREET WEST, SUITE 400 TORONTO ON M5V 1K4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 23



(crj)fu 06/2019)

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729124031.83

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 23
(2654)

310

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NIMBUS WATER SYSTEMS INC.
FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
747579969

00

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	01	001		20190115 1048 1529 8790	P PPSA	5

01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02

DEBTOR NAME

BUSINESS NAME NIMBUS WATER SYSTEMS INC.

03

ADDRESS 112 OAKDALE ROAD NORTH YORK ONTARIO CORPORATION NO. ON M3N 1V9

04

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05

DEBTOR NAME

BUSINESS NAME ONTARIO CORPORATION NO.

06

ADDRESS

07

SECURED PARTY / LIEN CLAIMANT ROYAL BANK OF CANADA

08

ADDRESS 10 YORK MILLS ROAD 3RD FLOOR TORONTO ON M2P 0A2

09

COLLATERAL CLASSIFICATION		MOTOR VEHICLE		AMOUNT	DATE OF	NO. FIXED		
CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	MATURITY OR	MATURITY DATE
	X					X		X

10

YEAR MAKE MODEL V.I.N.
2017 INFINITI Q60 JN1EV7EL0HM702026

11

MOTOR VEHICLE

12

GENERAL COLLATERAL DESCRIPTION

13

14

15

REGISTERING AGENT CANADIAN SECURITIES REGISTRATION SYSTEMS
ADDRESS 4126 NORLAND AVENUE BURNABY BC V5G 3S8

16

17

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 24

CERTIFIED BY/CERTIFIÉES PAR
Barbara Duckitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crjfu 06/2019)

Ontario 

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729124031.83

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 24
(2655)

311

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NIMBUS WATER SYSTEMS INC.
FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
747375237

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20190107 1616 1902 9356	P PPSA	05

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
		NIMBUS WATER SYSTEMS INC.			
		ADDRESS	112 OAKDALE ROAD	TORONTO	ON M3N 1V9

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
		ADDRESS			

SECURED PARTY / LIEN CLAIMANT	ADDRESS	LOCATION	ON	POSTAL CODE
TRICOR LEASE & FINANCE CORP.	PO BOX 397	BURLINGTON	ON	L7R 3Y3

COLLATERAL CLASSIFICATION	CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO. FIXED MATURITY DATE
	X		X			X	X	27938		

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
	2016 GMC	SAVANA CARGO	1GTW7AFF8G1253921

13 GENERAL COLLATERAL DESCRIPTION

REGISTERING AGENT	ADDRESS	LOCATION	ON	POSTAL CODE
ESC CORPORATE SERVICES LTD.	445 KING STREET WEST, SUITE 400	TORONTO	ON	M5V 1K4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY ***

CONTINUED... 25

CERTIFIED BY/CERTIFIÉES PAR
Barbara Aschitt
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crjftu 06/2019)



PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : PSSR060
 PAGE : 25
 (2656)

RUN NUMBER : 210
 RUN DATE : 2021/07/29
 ID : 20210729124031.83

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : NIMBUS WATER SYSTEMS INC.
 FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
 747376038

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20190107 1631 1901 5554	P PPSA	05

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
		NIMBUS WATER SYSTEMS INC.			
		112 OAKDALE ROAD		TORONTO	ON M3N 1V9

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.

SECURED PARTY / LIEN CLAIMANT	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
		TRICOR LEASE & FINANCE CORP.			
		PO BOX 397		BURLINGTON	ON L7R 3Y3

COLLATERAL CLASSIFICATION		CONSUMER	MOTOR VEHICLE	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
GOODS	INVENTORY					
X		X	X	27028		

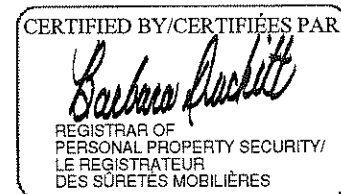
MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
	2017 CHEVROLET	EXPRESS CARGO	1GCGGAFF4H1343634

GENERAL COLLATERAL DESCRIPTION

REGISTERING AGENT	ADDRESS	TORONTO	ON	M5V 1K4
	445 KING STREET WEST, SUITE 400			

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 26



(cr)1fu 06/2019)



RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729124031.83

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 26
(2657)

313

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NIMBUS WATER SYSTEMS INC.
FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
742573404

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	01	001		20180810 1442 1530 6813	F PPSA	5

01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME

BUSINESS NAME NIMBUS WATER SYSTEMS INC.

04

ADDRESS 112 OAKDALE ROAD TORONTO ONTARIO CORPORATION NO. ON M3N 1V9

05 DEBTOR

06 NAME

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

BUSINESS NAME ONTARIO CORPORATION NO.

07

ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

ROYAL BANK OF CANADA

09

ADDRESS 10 YORK MILLS ROAD 3RD FLOOR TORONTO ON M2P 0A2

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO. FIXED MATURITY DATE
X				X			X

10

11 MOTOR VEHICLE YEAR MAKE MODEL V.I.N.
2018 DODGE GRAND CARAVAN 2C4RDGBG9JR349969

12

13 GENERAL COLLATERAL DESCRIPTION

16 REGISTERING AGENT

CANADIAN SECURITIES REGISTRATION SYSTEMS

17

ADDRESS 4126 NORLAND AVENUE BURNABY BC V5G 3S8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 27

CERTIFIED BY/CERTIFIÉES PAR
Barbara Archibutt
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crjfu 06/2019)

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729124031.83

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
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(2658)

314

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NIMBUS WATER SYSTEMS INC.
FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
742573485

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	01	001		20180810 1442 1530 6821	P PPSA	5

02 DEBTOR NAME
03 BUSINESS NAME
04 ADDRESS

DATE OF BIRTH
FIRST GIVEN NAME
INITIAL
SURNAME

NIMBUS WATER SYSTEMS INC.
112 OAKDALE ROAD
TORONTO

ONTARIO CORPORATION NO.
ON M3N 1V9

05 DEBTOR NAME
06 BUSINESS NAME
07 ADDRESS

DATE OF BIRTH
FIRST GIVEN NAME
INITIAL
SURNAME

ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

ROYAL BANK OF CANADA
10 YORK MILLS ROAD 3RD FLOOR
TORONTO

ON M2P 0A2

COLLATERAL CLASSIFICATION	CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
		X					X			X

11 MOTOR VEHICLE
12 YEAR MAKE
2018 DODGE
13 MODEL
GRAND CARAVAN
14 V.I.N.
2C4RDGBG5JR349967

13 GENERAL COLLATERAL DESCRIPTION

16 REGISTERING AGENT
17 ADDRESS

CANADIAN SECURITIES REGISTRATION SYSTEMS
4126 NORLAND AVENUE
BURNABY BC V5G 3S8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 28

CERTIFIED BY/CERTIFIÉES PAR
Barbara Aschitt
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)



RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729124031.83

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 28
(2659)

315

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NIMBUS WATER SYSTEMS INC.
FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
742532301

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	01	001		20180809 1433 1530 6165	P PPSA	5

01

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

02 DEBTOR NAME

03 BUSINESS NAME NIMBUS WATER SYSTEMS INC

ONTARIO CORPORATION NO.

04

ADDRESS 112 OAKDALE ROAD TORONTO

ON M3N 1V9

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

05 DEBTOR NAME

06 BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

08 SECURED PARTY / LIEN CLAIMANT ROYAL BANK OF CANADA

09

ADDRESS 10 YORK MILLS ROAD 3RD FLOOR TORONTO ON M2P 0A2

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
X				X			X

10

11 MOTOR VEHICLE YEAR MAKE 2018 DODGE MODEL GRAND CARAVAN V.I.N. 2C4RDGBG7JR349968

12

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

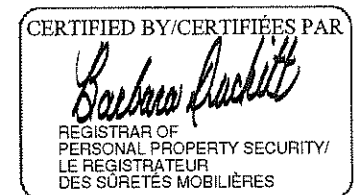
16 REGISTERING

AGENT CANADIAN SECURITIES REGISTRATION SYSTEMS ADDRESS 4126 NORLAND AVENUE BURNABY BC V5G 3S8

17

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 29



(crj1fu 08/2019)

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729124031.83

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 29
(2660)

316

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NIMBUS WATER SYSTEMS INC.
FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
736402392

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	01	001		20180212 1037 1529 1931	P PPSA	5

01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME

BUSINESS NAME NIMBUS WATER SYSTEMS INC

ONTARIO CORPORATION NO.

04 ADDRESS

112 OAKDALE ROAD NORTH YORK

ON M3N 1V9

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

ADDRESS

08 SECURED PARTY /

LIEN CLAIMANT ROYAL BANK OF CANADA

09 ADDRESS

10 YORK MILLS ROAD 3RD FLOOR TORONTO

ON M2P 0A2

COLLATERAL CLASSIFICATION

CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
	X				X	X				X

10

YEAR MAKE MODEL V.I.N.
2018 JEEP GRAND CHEROKEE 1C4R3JFBG8JC262477

11 MOTOR

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

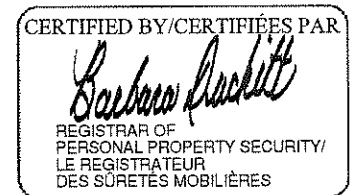
16 REGISTERING

17 AGENT

CANADIAN SECURITIES REGISTRATION SYSTEMS
ADDRESS 4126 NORLAND AVENUE BURNABY BC V5G 3S8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 30



(crjfu 06/2019)

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729124031.83

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 30
(2661)

317

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NIMBUS WATER SYSTEMS INC.
FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
735343209

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20180102 1453 1219 9716	F PPSA	05

01

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

02

DEBTOR
NAME

BUSINESS NAME
NIMBUS WATER SYSTEMS INC.

03

ADDRESS
928 WILSON AV NORTH YORK ONTARIO CORPORATION NO. ON M3K 1E7

04

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

05

DEBTOR
NAME

BUSINESS NAME

06

ADDRESS
ONTARIO CORPORATION NO.

07

SECURED PARTY /
LIEN CLAIMANT THE BANK OF NOVA SCOTIA

08

ADDRESS
4715 TAHOE BOULEVARD MISSISSAUGA ON L4W 0B4

09

COLLATERAL CLASSIFICATION

CONSUMER	MOTOR VEHICLE	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED			
	X	X	X	X
		53995		

10

YEAR MAKE	MODEL	V.I.N.
2018 JEEP	WRANGLER JK	1C4BJWEG4JL825117

11

MOTOR
VEHICLE

12

GENERAL COLLATERAL DESCRIPTION
OUR SECURITY INTEREST IS LIMITED TO THE MOTOR VEHICLES LISTED ABOVE AND THE PROCEEDS OF THOSE VEHICLES

13

14

15

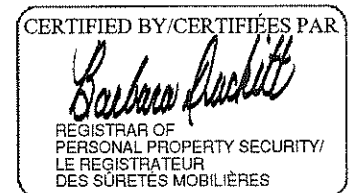
REGISTERING AGENT
D+H LIMITED PARTNERSHIP (BNS)
ADDRESS
2 ROBERT SPECK PARKWAY, 15TH FL MISSISSAUGA ON L4Z 1H8

16

17

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 31



(crj1fu 06/2019)

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : PSSR060
 PAGE : 31
 (2662)

RUN NUMBER : 210
 RUN DATE : 2021/07/29
 ID : 20210729124031.83

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : NIMBUS WATER SYSTEMS INC.
 FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
 733178052

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	01	001		20171023 1043 1529 1476	P PPSA	5

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
03		NIMBUS WATER SYSTEMS INC.			
04		928 WILSON AVENUE		NORTH YORK	ON M3K 1E7

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
05					
06					
07					

SECURED PARTY / LIEN CLAIMANT	ADDRESS	LOCATION	ON	POSTAL CODE
08	ROYAL BANK OF CANADA			
09	10 YORK MILLS ROAD 3RD FLOOR	TORONTO	ON	M2P 0A2

COLLATERAL CLASSIFICATION	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE	AMOUNT INCLUDED	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10	X					X			X

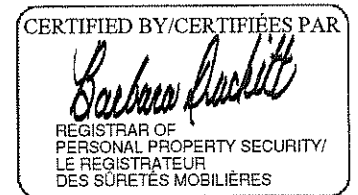
MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
11	2017 DODGE	GRAND CARAVAN	2C4RDGEG8HR876962

13 GENERAL
 14 COLLATERAL
 15 DESCRIPTION

REGISTERING AGENT	ADDRESS	CITY	PROV	POSTAL CODE
16	CANADIAN SECURITIES REGISTRATION SYSTEMS			
17	4126 NORLAND AVENUE	BURNABY	BC	V5G 3S8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 32



RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729124031.83

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 32
(2663)

319

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NIMBUS WATER SYSTEMS INC.
FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
732455568

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	01	001		20170929 1441 1530 5414	P PPSA	5

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
		NIMBUS WATER SYSTEMS INC			
		112 OAKDALE RD		NORTH YORK	ON M3N 1V9

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
		FORD CREDIT CANADA COMPANY			
		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

MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.
	2015	FORD	F150	1FTEW1EFXFKD51454

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

REGISTERING AGENT	ADDRESS	CANADIAN SECURITIES REGISTRATION SYSTEMS	BURNABY	BC	V5G 3S8
	4126 NORLAND AVENUE				

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 33

CERTIFIED BY/CERTIFIÉES PAR
Barbara Aschitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)



RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729124031.83

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 33
(2664)

320

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NIMBUS WATER SYSTEMS INC.
FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
726365052

00

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20170406 1344 1219 6726	P PPSA	05

01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02

DEBTOR NAME

BUSINESS NAME NIMBUS WATER SYSTEMS INC.

03

ONTARIO CORPORATION NO.

04

ADDRESS 112 OAKDALE RD TORONTO ON M3N 1V9

05

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06

DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

08

SECURED PARTY / LIEN CLAIMANT

THE BANK OF NOVA SCOTIA

09

ADDRESS 4715 TAHOE BOULEVARD MISSISSAUGA ON L4W 0B4

COLLATERAL CLASSIFICATION

CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
			X		X	X	32871		

10

MOTOR VEHICLE YEAR MAKE 2016 CHEVROLET

MODEL EXPRESS CARGO

V.I.N. 1GCWGBFF9G1234610

11

12

13

GENERAL

OUR SECURITY INTEREST IS LIMITED TO THE MOTOR VEHICLES LISTED ABOVE AND THE PROCEEDS OF THOSE VEHICLES

14

COLLATERAL DESCRIPTION

15

16

REGISTERING AGENT

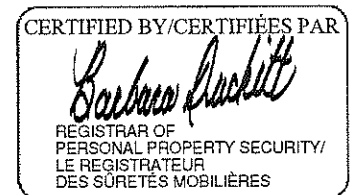
D+H LIMITED PARTNERSHIP (BNS)

17

ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FL MISSISSAUGA ON L4Z 1H8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 34



(crj1fu 06/2019)

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729124031.83

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 34
(2665)

321

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NIMBUS WATER SYSTEMS INC.
FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
726287031

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20170405 1056 1219 4079	P PPSA	05

01

DEBTOR NAME : BUSINESS NAME : NIMBUS WATER SYSTEMS INC.
DATE OF BIRTH : FIRST GIVEN NAME : INITIAL : SURNAME :

02

ADDRESS : 112 OAKDALE RD TORONTO ONTARIO CORPORATION NO. : ON M3N 1V9

03

DEBTOR NAME : BUSINESS NAME :
DATE OF BIRTH : FIRST GIVEN NAME : INITIAL : SURNAME :

04

ADDRESS :
ONTARIO CORPORATION NO. :

05

SECURED PARTY / LIEN CLAIMANT : THE BANK OF NOVA SCOTIA

06

ADDRESS : 4715 TAHOE BOULEVARD MISSISSAUGA ON L4W 0B4

07

COLLATERAL CLASSIFICATION		MOTOR VEHICLE	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
CONSUMER GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED			
	X	X	32871		

08

MOTOR VEHICLE : YEAR MAKE : 2016 CHEVROLET MODEL : EXPRESS CARGO V.I.N. : 1GCWGBFFXG1195798

09

GENERAL COLLATERAL DESCRIPTION : OUR SECURITY INTEREST IS LIMITED TO THE MOTOR VEHICLES LISTED ABOVE AND THE PROCEEDS OF THOSE VEHICLES

10

REGISTERING AGENT : D+H LIMITED PARTNERSHIP (BNS)
ADDRESS : 2 ROBERT SPECK PARKWAY, 15TH FL MISSISSAUGA ON L4Z 1H8

11

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 35

CERTIFIED BY/CERTIFIÉES PAR
Barbara Aschitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crjfu 06/2019)

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729124031.83

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 35
(2666)

322

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NIMBUS WATER SYSTEMS INC.
FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
721574298

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20161014 1746 1219 6049	P PPSA	05

01

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
		NIMBUS WATER SYSTEMS INC.			
		ADDRESS: 112 OAKDALE RD		TORONTO	ON M3N 1V9

02

03

04

05

06

07

08

09

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
		THE BANK OF NOVA SCOTIA			
		ADDRESS: 4715 TAHOE BOULEVARD		MISSISSAUGA	ON L4W 0B4

10

COLLATERAL CLASSIFICATION		MOTOR VEHICLE	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED
		X			X
			32663		

11

12

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
	2016 GMC	SAVANA CARGO	1GTW7AFF6G1168964

13

14

15

GENERAL COLLATERAL DESCRIPTION: OUR SECURITY INTEREST IS LIMITED TO THE MOTOR VEHICLES LISTED ABOVE AND THE PROCEEDS OF THOSE VEHICLES

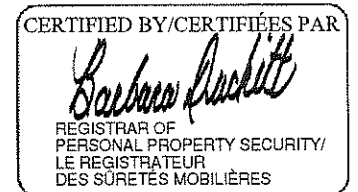
16

17

REGISTERING AGENT	ADDRESS	REGISTRATION PERIOD
D+H LIMITED PARTNERSHIP (BNS)	2 ROBERT SPECK PARKWAY, 15TH FL	MISSISSAUGA ON L4Z 1H8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 36



(crjfu 06/2019)

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729124031.83

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 36
(2667)

323

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NIMBUS WATER SYSTEMS INC.
FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
721574514

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20161014 1807 1219 6057	P PPSA	05

DEBTOR NAME
DATE OF BIRTH
FIRST GIVEN NAME
INITIAL
SURNAME

DEBTOR NAME
BUSINESS NAME
NIMBUS WATER SYSTEMS INC.
ADDRESS
112 OAKDALE RD
TORONTO
ONTARIO CORPORATION NO.
ON M3N 1V9

DEBTOR NAME
DATE OF BIRTH
FIRST GIVEN NAME
INITIAL
SURNAME

DEBTOR NAME
BUSINESS NAME
ADDRESS
ONTARIO CORPORATION NO.

SECURED PARTY / LIEN CLAIMANT
THE BANK OF NOVA SCOTIA
ADDRESS
4715 TAHOE BOULEVARD
MISSISSAUGA
ON L4W 0B4

COLLATERAL CLASSIFICATION		MOTOR VEHICLE		AMOUNT	DATE OF MATURITY OR	NO. FIXED MATURITY DATE
CONSUMER GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED				
	X	X	X	32663		

MOTOR VEHICLE
YEAR MAKE
2016 GMC
MODEL
SAVANA CARGO
V.I.N.
1GTW7AFF3G1191960

GENERAL COLLATERAL DESCRIPTION
OUR SECURITY INTEREST IS LIMITED TO THE MOTOR VEHICLES LISTED ABOVE AND THE PROCEEDS OF THOSE VEHICLES

REGISTERING AGENT
D+H LIMITED PARTNERSHIP (BNS)
ADDRESS
2 ROBERT SPECK PARKWAY, 15TH FL
MISSISSAUGA
ON L4Z 1H8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 37

CERTIFIED BY/CERTIFIÉES PAR
Barbara Duckitt
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTREUR DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729124031.83

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 37
(2668)

324

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NIMBUS WATER SYSTEMS INC.
FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
718214733

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	01	001		20160630 1708 1462 9096	P PPSA	6

01

DEBTOR NAME
DATE OF BIRTH
FIRST GIVEN NAME
INITIAL
SURNAME

02

DEBTOR NAME

BUSINESS NAME
NIMBUS WATER SYSTEMS INC.

03

ADDRESS
112 OAKDALE ROAD TORONTO ON M3N1V9
ONTARIO CORPORATION NO.

04

DEBTOR NAME
DATE OF BIRTH
FIRST GIVEN NAME
INITIAL
SURNAME

05

DEBTOR NAME

BUSINESS NAME
ADDRESS
ONTARIO CORPORATION NO.

06

07

SECURED PARTY / LIEN CLAIMANT
JIM PATTISON LEASE
ADDRESS
4937 REGENT STREET BURNABY BC V5C4H4

08

09

COLLATERAL CLASSIFICATION
CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED
AMOUNT
DATE OF MATURITY OR MATURITY DATE
NO. FIXED MATURITY DATE

10

MOTOR VEHICLE
YEAR MAKE
2016 FORD
MODEL
SUPER DUTY F-350 SR
V.I.N.
1FT8W3BT5GEC27269

11

12

13

14

15

GENERAL COLLATERAL DESCRIPTION

16

REGISTERING AGENT
JIM PATTISON LEASE
ADDRESS
4937 REGENT STREET BURNABY BC V5C4H4

17

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 38

CERTIFIED BY/CERTIFIÉES PAR
Barbara Aschitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)

RUN NUMBER : 210
 RUN DATE : 2021/07/29
 ID : 20210729124031.83

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : PSSR060
 PAGE : 38
 (2669)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : NIMBUS WATER SYSTEMS INC.
 FILE CURRENCY : 28JUL 2021

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	001		20170616 1709 1462 0978	
21	RECORD REFERENCED	FILE NUMBER	718214733		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	NIMBUS WATER SYSTEMS INC.		
25	OTHER CHANGE				
26	REASON/ DESCRIPTION	AMEND SECURED PARTY NAME FROM JIM PATTISON LEASE TO JIM PATTISON INDUSTRIES LTD.			
27					
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/ TRANSFEREE	BUSINESS NAME			
06		ONTARIO CORPORATION NO.			
04/07	ADDRESS				
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08		JIM PATTISON INDUSTRIES LTD.			
09	ADDRESS	1235 - 73RD AVE S.E.	CALGARY	AB	T2H2X1
	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	GENERAL				
13	COLLATERAL DESCRIPTION				
14	REGISTERING AGENT OR	JIM PATTISON INDUSTRIES LTD.			
15	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	1235 - 73RD AVE S.E.	CALGARY	AB T2H2X1

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 39

CERTIFIED BY/CERTIFIÉES PAR
Barbara Archibutt
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES

(crj2fu 06/2019)



RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729124031.83

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 39
(2670)

326

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NIMBUS WATER SYSTEMS INC.
FILE CURRENCY : 28JUL 2021

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
709598466

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20150902 1854 1219 3265	P PPSA	07

01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02

DEBTOR NAME

BUSINESS NAME NIMBUS WATER SYSTEMS INC.

03

ADDRESS 112 OAKDALERD NORTH YORK ONTARIO CORPORATION NO. ON M3N 1V9

04

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05

DEBTOR NAME

BUSINESS NAME ONTARIO CORPORATION NO.

06

ADDRESS

07

SECURED PARTY / LIEN CLAIMANT BANK OF NOVA SCOTIA - ONTARIO CAU

08

ADDRESS STD.LIFE BLDG.,120 KING ST W AT BAY,5TH. HAMILTON ON L8P 4V2

09

COLLATERAL CLASSIFICATION		MOTOR VEHICLE		AMOUNT	DATE OF	NO. FIXED			
CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	MATURITY	OR	MATURITY DATE
						X	X		36205

10

YEAR MAKE MODEL V.I.N.
2014 GMC SAVANA CARGO 1GTW7GBA4E1184803

11

MOTOR VEHICLE

12

GENERAL COLLATERAL DESCRIPTION

13

14

15

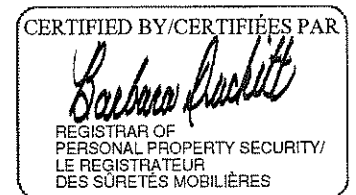
REGISTERING AGENT D+H LIMITED PARTNERSHIP (BNS)
ADDRESS 939 EGLINTON AVENUE EAST, SUITE 201 TORONTO ON M4G 4H7

16

17

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 40



(crj1fu 06/2019)

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729124031.83

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 40
(2671)

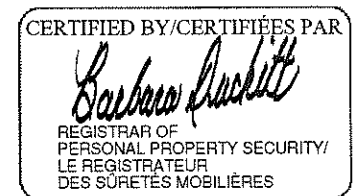
327

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NIMBUS WATER SYSTEMS INC.
FILE CURRENCY : 28JUL 2021

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
768268314	20201203	1257	1219	1475
768274938	20201203	1604	1219	1876
768274983	20201203	1608	1219	1877
767810628	20201118	1319	1901	6065
760030398	20200211	1043	1529	5700
757398636	20191107	1602	1219	2991
755050176	20190903	1520	1532	8423
754059429	20190802	1449	1793	7930
751329378	20190517	1050	1219	0341
749651454	20190401	1835	1901	2832
749283075	20190321	1015	1532	2082
748486953	20190221	1135	1901	4010
748487277	20190221	1150	1901	4018
748487529	20190221	1156	1902	7523
748487556	20190221	1157	1902	7524
748488024	20190221	1224	1902	7528
748488483	20190221	1231	1902	7531
747579969	20190115	1048	1529	8790
747375237	20190107	1616	1902	9356
747376038	20190107	1631	1901	5554
742573404	20180810	1442	1530	6813
742573485	20180810	1442	1530	6821
742532301	20180809	1433	1530	6165
736402392	20180212	1037	1529	1931
735343209	20180102	1453	1219	9716
733178052	20171023	1043	1529	1476
732455568	20170929	1441	1530	5414
726365052	20170406	1344	1219	6726
726287031	20170405	1056	1219	4079
721574298	20161014	1746	1219	6049

CONTINUED... 41



(crfj5 06/2019)

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729124031.83

REPORT : PSSR060
PAGE : 41
(2672)

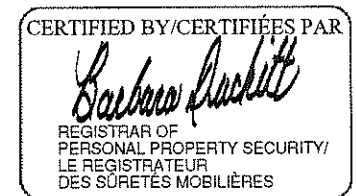
328

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NIMBUS WATER SYSTEMS INC.
FILE CURRENCY : 28JUL 2021

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
721574514	20161014 1807 1219 6057			
718214733	20160630 1708 1462 9096	20170616 1709 1462 0978		
709598466	20150902 1854 1219 3265			

34 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.



(crij5 06/2019)

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729123905.89

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
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(2616)

330

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE
OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : OAKDALE ENTERPRISES INC.

FILE CURRENCY : 28JUL 2021

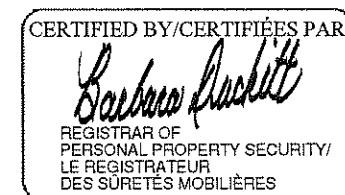
ENQUIRY NUMBER 20210729123905.89 CONTAINS 6 PAGE(S), 2 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME
WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER
SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

THORNTON GROUT FINNIGAN LLP - ROXANA MANEA

3200-100 WELLINGTON STREET WEST
TORONTO ON M5K 1K7

CONTINUED... 2



(crf) 06/2019

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729123905.89

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 2
(2617)

331

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : OAKDALE ENTERPRISES INC.
FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
762144273

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20200527 0921 9234 2008	P PPSA	5

01

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

02

DEBTOR NAME

BUSINESS NAME OAKDALE ENTERPRISES INC.

03

ONTARIO CORPORATION NO.

04

ADDRESS 112 OAKDALE ROAD TORONTO ON M3N 1V9

05

DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

06

07

ADDRESS

08

SECURED PARTY / LIEN CLAIMANT

JLHD INVESTMENTS INC.

09

ADDRESS 5181 EVEREST DRIVE MISSISSAUGA ON L4W 2R2

COLLATERAL CLASSIFICATION

CONSUMER GOODS	MOTOR VEHICLE	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE

10

YEAR MAKE	MODEL	V.I.N.
-----------	-------	--------

11

MOTOR VEHICLE

13

GENERAL COLLATERAL DESCRIPTION

16

REGISTERING AGENT

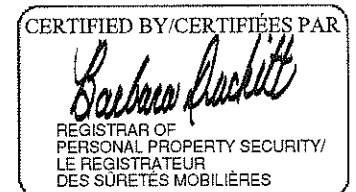
STIKEMAN ELLIOTT LLP

17

ADDRESS 5300 COMMERCE COURT WEST 199 BAY ST. TORONTO ON M5L 1B9

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 3



(c)1fu 06/2019

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729123905.89

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 3
(2618)

332

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : OAKDALE ENTERPRISES INC.
FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
754059429

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	3		20190802 1449 1793 7930	P PPSA	6

01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME

BUSINESS NAME NIMBUS ENVIRONMENTAL SOLUTIONS INC.

04

ADDRESS 112 OAKDALE ROAD TORONTO ONTARIO CORPORATION NO. ON M3N1V9

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME

BUSINESS NAME OAKDALE ENTERPRISES INC.

07

ADDRESS 112 OAKDALE ROAD TORONTO ONTARIO CORPORATION NO. ON M3N1V9

SECURED PARTY / LIEN CLAIMANT

NATIONAL BANK OF CANADA

09

ADDRESS 500 HIGHWAY 7 EAST RICHMOND HILL ON L4B1J1

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.

MOTOR VEHICLE

GENERAL COLLATERAL DESCRIPTION

REGISTERING AGENT

ROBINS APPLEBY LLP

17

ADDRESS 120 ADELAIDE ST. WEST SUITE 2600 TORONTO ON M5H1T1

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 4

CERTIFIED BY/CERTIFIÉES PAR
Barbara Archibutt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729123905.89

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 4
(2619)

333

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : OAKDALE ENTERPRISES INC.
FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
754059429

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	3		20190802 1449 1793 7930		

01

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

02

DEBTOR

03

NAME

BUSINESS NAME

NIMBUS WATER SYSTEMS INC.

ONTARIO CORPORATION NO.

04

ADDRESS

112 OAKDALE ROAD

TORONTO

ON M3N1V9

05

DEBTOR

06

NAME

BUSINESS NAME

365 PRO INSTALLATIONS INC.

ONTARIO CORPORATION NO.

07

ADDRESS

5181 EVEREST DRIVE

MISSISSAUGA

ON L4W2R2

08

SECURED PARTY /

09

LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

10

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO. FIXED MATURITY DATE
----------------	-----------	-----------	----------------	------------------------	--------	---------------------	-------------------------

11

MOTOR

12

VEHICLE

YEAR MAKE

MODEL

V.I.N.

13

GENERAL

14

COLLATERAL

15

DESCRIPTION

16

REGISTERING

17

AGENT

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED . . .

5

CERTIFIED BY/CERTIFIÉES PAR
Barbara Duckitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETES MOBILIÈRES

(crj1fu 06/2019)

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729123905.89

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 5
(2620)

334

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : OAKDALE ENTERPRISES INC.
FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
754059429

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
003 3 20190802 1449 1793 7930

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME WATER FILTER CART INC. ONTARIO CORPORATION NO.
04 ADDRESS 112 OAKDALE ROAD TORONTO ON M3N1V9

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME 2242462 ONTARIO LIMITED ONTARIO CORPORATION NO.
07 ADDRESS 112 OAKDALE ROAD TORONTO ON M3N1V9

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

10 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO. FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING
AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

6

CERTIFIED BY/CERTIFIÉES PAR
Barbara Buckitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crjfu 06/2019)

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729123905.89

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 6
(2621)

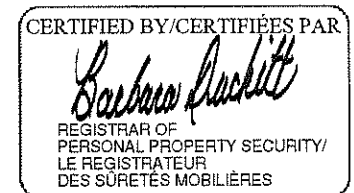
335

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : OAKDALE ENTERPRISES INC.
FILE CURRENCY : 28JUL 2021

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
762144273	20200527	0921	9234	2008
754059429	20190802	1449	1793	7930

2 REGISTRATIONS ARE REPORTED IN THIS ENQUIRY RESPONSE.



(crlj5 06/2019)

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729124103.80

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 1
(2673)

337

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE
OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : WATER FILTER CART INC.

FILE CURRENCY : 28JUL 2021

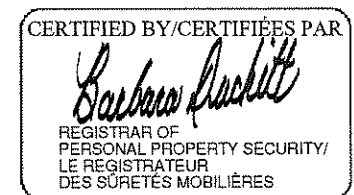
ENQUIRY NUMBER 20210729124103.80 CONTAINS 5 PAGE(S), 1 FAMILY(IES).

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.

THORNTON GROUT FINNIGAN LLP - ROXANA MANEA

3200-100 WELLINGTON STREET WEST
TORONTO ON M5K 1K7

CONTINUED... 2



(crj5 06/2019)

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

RUN NUMBER : 210
 RUN DATE : 2021/07/29
 ID : 20210729124103.80

REPORT : PSSR060
 PAGE : 2
 (2674)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : WATER FILTER CART INC.
 FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
 754059429

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	3		20190802 1449 1793 7930	P PPSA	6

DEBTOR NAME: NIMBUS ENVIRONMENTAL SOLUTIONS INC.
 BUSINESS NAME: NIMBUS ENVIRONMENTAL SOLUTIONS INC.
 ADDRESS: 112 OAKDALE ROAD TORONTO ON M3N1V9
 DATE OF BIRTH: [REDACTED] FIRST GIVEN NAME: [REDACTED] INITIAL: [REDACTED] SURNAME: [REDACTED]
 ONTARIO CORPORATION NO.: [REDACTED]

DEBTOR NAME: OAKDALE ENTERPRISES INC.
 BUSINESS NAME: OAKDALE ENTERPRISES INC.
 ADDRESS: 112 OAKDALE ROAD TORONTO ON M3N1V9
 DATE OF BIRTH: [REDACTED] FIRST GIVEN NAME: [REDACTED] INITIAL: [REDACTED] SURNAME: [REDACTED]
 ONTARIO CORPORATION NO.: [REDACTED]

SECURED PARTY / LIEN CLAIMANT: NATIONAL BANK OF CANADA
 ADDRESS: 500 HIGHWAY 7 EAST RICHMOND HILL ON L4B1J1

COLLATERAL CLASSIFICATION		MOTOR VEHICLE				AMOUNT		DATE OF MATURITY OR		NO FIXED MATURITY DATE	
CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED						
X	X	X	X	X	X						

MOTOR VEHICLE: YEAR MAKE MODEL V.I.N. [REDACTED]

GENERAL COLLATERAL DESCRIPTION: [REDACTED]

REGISTERING AGENT: ROBINS APPLEBY LLP
 ADDRESS: 120 ADELAIDE ST. WEST SUITE 2600 TORONTO ON M5H1T1

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR
Barbara Duckitt
 REGISTRAR OF PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729124103.80

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 3
(2675)

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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : WATER FILTER CART INC.
FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
754059429

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	3		20190802 1449 1793 7930		

01

DEBTOR NAME DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02

BUSINESS NAME NIMBUS WATER SYSTEMS INC.

03

ADDRESS 112 OAKDALE ROAD TORONTO ONTARIO CORPORATION NO. ON M3N1V9

04

DEBTOR NAME DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05

BUSINESS NAME 365 PRO INSTALLATIONS INC.

06

ADDRESS 5181 EVEREST DRIVE MISSISSAUGA ONTARIO CORPORATION NO. ON L4W2R2

07

SECURED PARTY / LIEN CLAIMANT ADDRESS

08

09

COLLATERAL CLASSIFICATION		MOTOR VEHICLE	AMOUNT	DATE OF	NO. FIXED				
CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	MATURITY	OR	MATURITY DATE

10

YEAR MAKE MODEL V.I.N.

11

MOTOR VEHICLE

12

GENERAL COLLATERAL DESCRIPTION

13

14

15

REGISTERING AGENT ADDRESS

16

17

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

4

CERTIFIED BY/CERTIFIÉES PAR
Barbara Russett
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(c)1fu 06/2019)

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729124103.80

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 4
(2676)

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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : WATER FILTER CART INC.
FILE CURRENCY : 28JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
754059429

00

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	003	3		20190802 1449 1793 7930		

01

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

02

DEBTOR NAME

BUSINESS NAME WATER FILTER CART INC.

03

ADDRESS 112 OAKDALE ROAD TORONTO ONTARIO CORPORATION NO. ON M3N1V9

04

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

05

DEBTOR NAME

BUSINESS NAME 2242462 ONTARIO LIMITED

06

ADDRESS 112 OAKDALE ROAD TORONTO ONTARIO CORPORATION NO. ON M3N1V9

07

SECURED PARTY / LIEN CLAIMANT

ADDRESS

08

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
----------------	-----------	-----------	----------------	------------------------	--------	---------------------	------------------------

10

MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.
---------------	------	------	-------	--------

11

GENERAL COLLATERAL DESCRIPTION

12

REGISTERING AGENT

13

ADDRESS

14

ADDRESS

15

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

5

CERTIFIED BY/CERTIFIÉES PAR
Barbara Aschitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)

RUN NUMBER : 210
RUN DATE : 2021/07/29
ID : 20210729124103.80

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 5
(2677)

341

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : WATER FILTER CART INC.
FILE CURRENCY : 28JUL 2021

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
754059429	20190802	1449	1793	7930

1 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.

CERTIFIED BY/CERTIFIÉES PAR
Barbara Duckitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj5 06/2019)

Ontario 

This is Exhibit "J" referred to in the
Affidavit of Sonia De Lorenzi sworn before me
this 19th day of August, 2021.



A Commissioner for taking affidavits

Personal Property Registry

Search Results Report

Page 1 of 3

Search ID #: Z14140391

Transmitting PartyWEST-END REGISTRATIONS LICENSING & SEARCHES
LTD. (P158)10011 170 STREET
EDMONTON, AB T5P 4R5Party Code: 50076967
Phone #: 780 483 8211
Reference #: 03529254-119789

Search ID #: Z14140391

Date of Search: 2021-Aug-19

Time of Search: 10:47:06

Business Debtor Search For:

NIMBUS WATER SYSTEMS INC.

Exact Result(s) Only Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.
Be sure to read the reports carefully.



Personal Property Registry

Search Results Report

Search ID #: Z14140391

Business Debtor Search For:

NIMBUS WATER SYSTEMS INC.

Search ID #: Z14140391

Date of Search: 2021-Aug-19

Time of Search: 10:47:06

Registration Number: 21060503545

Registration Type: SECURITY AGREEMENT

Registration Date: 2021-Jun-05

Registration Status: Current

Expiry Date: 2026-Jun-05 23:59:59

Exact Match on: Debtor No: 1

Exact Match on: Debtor No: 2

Exact Match on: Debtor No: 3

Debtor(s)**Block****Status**

Current

1 NIMBUS WATER SYSTEMS INC.
112 OAKDALE ROAD
TORONTO, ON M3N 1V9

Block**Status**

Current

2 NIMBUS WATER SYSTEMS INC.
803-64 AVENUE SE
CALGARY, AB T2H 2C3

Block**Status**

Current

3 NIMBUS WATER SYSTEMS INC.
13432 143 STREET NW
EDMONTON, AB T5L 5A9

Secured Party / Parties**Block****Status**

Current

1 NATIONAL BANK OF CANADA
130 KING STREET WEST, 29TH FLOOR
TORONTO, ON M5X 1J9
Email: sonia.delorenzi@bnc.ca

Collateral: General**Block****Description****Status**

1 ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY. Current

Personal Property Registry

Search Results Report

Search ID #: Z14140391

Business Debtor Search For:

NIMBUS WATER SYSTEMS INC.

Search ID #: Z14140391

Date of Search: 2021-Aug-19

Time of Search: 10:47:06

Registration Number: 21060703586

Registration Type: LAND CHARGE

Registration Date: 2021-Jun-07

Registration Status: Current

Registration Term: Infinity

Exact Match on:

Debtor

No: 1

Debtor(s)**Block****Status**

Current

1 NIMBUS WATER SYSTEMS INC.
112 OAKDALE ROAD
TORONTO, ON M3N 1V9

Secured Party / Parties**Block****Status**

Current

1 NATIONAL BANK OF CANADA
130 KING STREET WEST, 29TH FLOOR
TORONTO, ON M5X 1J9
Email: sonia.delorenzi@bnc.ca

Result Complete

BC OnLine: PPRS SEARCH RESULT 2021/08/19
Lterm: XPSP0050 For: PK43818 DYE AND DURHAM CORPORATION 09:47:22

Index: BUSINESS DEBTOR

List of matches:

Exact: NIMBUS WATER SYSTEMS INC.
Exact: NIMBUS WATER SYSTEMS INC.
Exact: NIMBUS WATER SYSTEMS INC.
Exact: NIMBUS WATER SYSTEMS INC.

Page: 1

BC OnLine: PPRS SEARCH RESULT 2021/08/19
Lterm: XPSP0050 For: PK43818 DYE AND DURHAM CORPORATION 09:47:22

Index: BUSINESS DEBTOR

Search Criteria: NIMBUS WATER SYSTEMS INC.

***** P P S A S E C U R I T Y A G R E E M E N T *****

Reg. Date: JUN 30, 2016 Reg. Length: 6 YEARS
Reg. Time: 13:49:25 Expiry Date: JUN 30, 2022
Base Reg. #: 385291J Control #: D3881543

Block#

+++ Secured Party: JIM PATTISON LEASE
4937 REGENT STREET
BURNABY BC V5C4H4

=D0001 Base Debtor: NIMBUS WATER SYSTEMS INC.
(Business) 112 OAKDALE ROAD
TORONTO ON M3N1V9

Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#
V0001	MV	1FT8W3BT5GEC27269	2016 FORD SUPER DUTY F-350 SRW	

----- A M E N D M E N T / O T H E R C H A N G E -----

Reg. #: 080356K Reg. Date: JUN 16, 2017
Reg. Time: 13:38:54
Control #: D4591337
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 385291J Base Reg. Date: JUN 30, 2016

Details Description:

AMEND SECURED PARTY NAME FROM JIM PATTISON LEASE TO JIM
PATTISON INDUSTRIES LTD.

Block#

** DELETED **

+++ Secured Party: JIM PATTISON LEASE
4937 REGENT STREET
BURNABY BC V5C4H4

*** ADDED ***

S0002 Secured Party: JIM PATTISON INDUSTRIES LTD.
1235 - 73RD AVE S.E.
CALGARY AB T2H2X1

Registering


Party: JIM PATTISON INDUSTRIES LTD.
1235 - 73RD AVE S.E.
CALGARY AB T2H2X1

Continued on Page 2

Search Criteria: NIMBUS WATER SYSTEMS INC.

Page: 2

***** MISCELLANEOUS REGISTRATIONS ACT *****

- Sue Shaunessy (odi1ssha)
-  **Logoff**
- Services
- Account Services
 - Account Statements
- Registration Services
 - Financing Statement
 - Change Statement
 - Discharge Statement
 - Global Change
- Search Services
 - Individual Debtor
 - Business Debtor
- Registration Number
- Serial Number
- Document Copies
- Other Services
 - Fees
 - Party Code
 - Registration History
 - Contact Us
- eRegistration
 - Land Titles Online
 - Plan Deposit Submission
 - Title Check
 - Account Information

Business Debtor

- Search Results**
- Print Requests**
- Mailing Information**
- Payment**

[Help](#)

Search by Business Debtor

Date: 2021-08-19 Business Name: NIMBUS WATER SYSTEMS INC.
 Time: 11:51:28 AM
 Transaction Number: 10260976270

1 exact match was found.
0 similar matches were found.

EXACT MATCHES

Business Debtor Name	No. of Registrations
1. NIMBUS WATER SYSTEMS INC.	2

1. NIMBUS WATER SYSTEMS INC.

1.1 NIMBUS WATER SYSTEMS INC.: Registration 202110093901 (2021-06-05 10:55:48 AM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2026-06-05
Debtor Address	112 OAKDALE ROAD TORONTO, ON CA M3N 1V9
This registration is jointly registered with these business debtors	NIMBUS WATER SYSTEMS INC.
Secured Parties (party code, name, address)	NATIONAL BANK OF CANADA 130 KING STR. WEST, 29TH FLOOR TORONTO, ON CA M5X 1J9
General Collateral Description	THE SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.

1.2 NIMBUS WATER SYSTEMS INC.: Registration 202110093901 (2021-06-05 10:55:48 AM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2026-06-05
Debtor Address	11 PARAMOUNT ROAD WINNIPEG, MB CA R2X 2W6
This registration is jointly registered with these business debtors	NIMBUS WATER SYSTEMS INC.
Secured Parties (party code, name, address)	NATIONAL BANK OF CANADA 130 KING STR. WEST, 29TH FLOOR TORONTO, ON CA M5X 1J9
General Collateral Description	THE SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.

[Back to Top](#)

END OF EXACT MATCHES

Additional Options:

To request Printed Search Results or Printed Registered Documents, please select the "Print Requests" tab.
 To start a new search, please select the "New Search" button:

[New Search](#)

- Search Results**
- Print Requests**
- Mailing Information**
- Payment**

[Printer Friendly Version](#)

[Privacy](#)

This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched:	Nova Scotia
Type of Search:	Debtors (Enterprise)
Search Criteria:	NIMBUS WATER SYSTEMS INC.
Date and Time of Search (YYYY-MM-DD hh:mm):	2021-08-19 13:47 (Atlantic)
Transaction Number:	22175021
Searched By:	S185207

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
*	*	27471747	NIMBUS WATER SYSTEMS INC.	HALIFAX
*	*	30764948	NIMBUS WATER SYSTEMS INC.	HALIFAX
*	*	33295288	NIMBUS WATER SYSTEMS INC.	HALIFAX
*	*	33659715	NIMBUS WATER SYSTEMS INC.	HALIFAX
*	*	33753443	NIMBUS WATER SYSTEMS INC.	HALIFAX
*	*	33773359	NIMBUS WATER SYSTEMS INC.	HALIFAX
*	*	33789561	NIMBUS WATER SYSTEMS INC.	HALIFAX
*	*	33808874	NIMBUS WATER SYSTEMS INC.	HALIFAX
*	*	33817602	NIMBUS WATER SYSTEMS INC.	HALIFAX
*	*	33902958	NIMBUS WATER SYSTEMS INC.	HALIFAX
*	*	34204362	NIMBUS WATER SYSTEMS INC.	HALIFAX
*	*	34204370	NIMBUS WATER SYSTEMS INC.	HALIFAX
*	*	34204396	NIMBUS WATER SYSTEMS INC.	HALIFAX
*	*	34204404	NIMBUS WATER SYSTEMS INC.	HALIFAX
*	*	34204412	NIMBUS WATER SYSTEMS INC.	HALIFAX
*	*	34204446	NIMBUS WATER SYSTEMS INC.	HALIFAX
*	*	34204453	NIMBUS WATER SYSTEMS INC.	HALIFAX
*	*	34204479	NIMBUS WATER SYSTEMS INC.	HALIFAX
*	*	34204503	NIMBUS WATER SYSTEMS INC.	HALIFAX
*	*	34604694	NIMBUS WATER SYSTEMS INC.	TORONTO
*	*	34604694	NIMBUS WATER SYSTEMS INC.	DARTMOUTH
	*	34204420	NIMBUS WATER SYSTEMS INC	HALIFAX

An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

Included Column Legend

- An asterisk (*) in the 'Included' column indicates that the registration's details are included within the Search Result Report.

Registration Counts

- 21 registration(s) contained information that **exactly** matched the search criteria you specified.

- 1 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to www.acol.ca

Registration Details for Registration Number: 27471747

Province or Territory: Nova Scotia
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	27471747	2017-04-17 12:44	2023-04-17	13300549

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
NIMBUS WATER SYSTEMS INC.
1959 UPPER WATER ST Suite 1301 Suite 1301
HALIFAX NS B3J3N2
Canada

Secured Parties

Type: Enterprise
The Bank of Nova Scotia
4715 Tahoe Boulevard
Mississauga ON L4W0B4
Canada

General Collateral

OUR SECURITY INTEREST IS LIMITED TO THE MOTOR VEHICLES LISTED ABOVE AND THE PROCEEDS OF THOSE VEHICLES

Serial Numbered Collateral

Serial Number	Collateral Type	Description	Added By	Deleted By
1GKS2CE09CR107517	Motor Vehicle	2012 GMC Yukon	27471747	

Registration Details for Registration Number: 30764948

Province or Territory: Nova Scotia
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	30764948	2019-02-25 13:05	2024-02-25	16875437

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
NIMBUS WATER SYSTEMS INC.
1959 UPPER WATER ST Suite 1301 Suite 1301
HALIFAX NS B3J3N2
Canada

Secured Parties

Type: Enterprise
The Bank of Nova Scotia
10 Wright Boulevard
Stratford ON N5A7X9
Canada

General Collateral

OUR SECURITY INTEREST IS LIMITED TO THE MOTOR VEHICLES LISTED ABOVE AND THE PROCEEDS OF THOSE VEHICLES

Serial Numbered Collateral

Serial Number	Collateral Type	Description	Added By	Deleted By
5XYZUDLB4DG105088	Motor Vehicle	2013 Hyundai Santa Fe Sport	30764948	

Registration Details for Registration Number: 33295288

Province or Territory: Nova Scotia
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	33295288	2020-08-29 12:48	2025-08-29	19365750

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
NIMBUS WATER SYSTEMS INC.
1959 UPPER WATER ST Suite 1301 Suite 1301
HALIFAX NS B3J3N2
Canada

Secured Parties

Type: Enterprise
The Bank of Nova Scotia
10 Wright Boulevard
Stratford ON N5A7X9
Canada

General Collateral

OUR SECURITY INTEREST IS LIMITED TO THE MOTOR VEHICLES LISTED ABOVE AND THE PROCEEDS OF THOSE VEHICLES

Serial Numbered Collateral

Serial Number	Collateral Type	Description	Added By	Deleted By
2GNFLGE37F6101914	Motor Vehicle	2015 Chevrolet Equinox	33295288	

Registration Details for Registration Number: 33659715

Province or Territory: Nova Scotia
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	33659715	2020-11-12 17:30	2021-11-12	AVS14700401

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
NIMBUS WATER SYSTEMS INC.
1959 UPPER WATER ST SUITE 1301
HALIFAX NS B3J3N2
Canada

Secured Parties

Type: Enterprise
THE BANK OF NOVA SCOTIA
10 WRIGHT BOULEVARD
STRATFORD ON N5A7X9
Canada

Serial Numbered Collateral

Serial Number	Collateral Type	Description	Added By	Deleted By
1C4BJWEG4JL825117	Motor Vehicle	2018 JEEP WRANGLER JK	33659715	

Registration Details for Registration Number: 33753443

Province or Territory: Nova Scotia
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	33753443	2020-12-03 14:20	2025-12-03	794773

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
NIMBUS WATER SYSTEMS INC.
1959 UPPER WATER ST SUITE 1301
HALIFAX NS B3J3N2
CANADA

Secured Parties

Type: Enterprise
THE BANK OF NOVA SCOTIA
P.O.BOX 403
DON MILLS ON M3C 2T2
CANADA

Serial Numbered Collateral

Serial Number	Collateral Type	Description	Added By	Deleted By
1GTW7AFF3G1191960	Motor Vehicle	2016 GMC SAVANA CAR	33753443	

Registration Details for Registration Number: 33773359

Province or Territory: Nova Scotia
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	33773359	2020-12-08 15:43	2025-12-08	795017

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
NIMBUS WATER SYSTEMS INC.
1959 UPPER WATER ST SUITE 1301
HALIFAX NS B3J3N2
CANADA

Secured Parties

Type: Enterprise
THE BANK OF NOVA SCOTIA
P.O.BOX 403
DON MILLS ON M3C 2T2
CANADA

Serial Numbered Collateral

Serial Number	Collateral Type	Description	Added By	Deleted By
1GCWGGFF4F1241180	Motor Vehicle	2015 CHEVROLET EXPRESS CARGO 2	33773359	

Registration Details for Registration Number: 33789561

Province or Territory: Nova Scotia
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	33789561	2020-12-11 14:21	2025-12-11	795343

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
NIMBUS WATER SYSTEMS INC.
1959 UPPER WATER ST SUITE 1301
HALIFAX NS B3J3N2

CANADA

Secured Parties

Type: Enterprise
 THE BANK OF NOVA SCOTIA
 P.O.BOX 403
 DON MILLS ON M3C 2T2
 CANADA

Serial Numbered Collateral

Serial Number	Collateral Type	Description	Added By	Deleted By
1GKS2HKJ5GR396511	Motor Vehicle	2016 GMC YUKON XL DENALI 4D UT	33789561	

Registration Details for Registration Number: 33808874

Province or Territory: Nova Scotia
 Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	33808874	2020-12-16 16:02	2025-12-16	795664

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 NIMBUS WATER SYSTEMS INC.
 1959 UPPER WATER ST SUITE 1301
 HALIFAX NS B3J3N2
 CANADA

Secured Parties

Type: Enterprise
 SCOTIA DEALER ADVANTAGE INC.
 4190 LOUGHEED HWY. SUITE 300
 BURNABY BC V5C 6A8
 CANADA

Serial Numbered Collateral

Serial Number	Collateral Type	Description	Added By	Deleted By
1GCWGBFFXG1195798	Motor Vehicle	2016 CHEVROLET EXPRESS	33808874	

Serial Number	Collateral Type	Description	Added By	Deleted By
		CARGO 2		

Registration Details for Registration Number: 33817602

Province or Territory: Nova Scotia
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	33817602	2020-12-18 11:49	2025-12-18	795922

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
NIMBUS WATER SYSTEMS INC.
1959 UPPER WATER ST SUITE 1301
HALIFAX NS B3J3N2
CANADA

Secured Parties

Type: Enterprise
THE BANK OF NOVA SCOTIA
P.O.BOX 403
DON MILLS ON M3C 2T2
CANADA

Serial Numbered Collateral

Serial Number	Collateral Type	Description	Added By	Deleted By
1GCWGBFF9G1234610	Motor Vehicle	2016 CHEVROLET EXPRESS CARGO 2	33817602	

Registration Details for Registration Number: 33902958

Province or Territory: Nova Scotia
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	33902958	2021-01-13 12:12	2026-01-13	797317

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
NIMBUS WATER SYSTEMS INC.
1959 UPPER WATER ST SUITE 1301
HALIFAX NS B3J3N2
CANADA

Secured Parties

Type: Enterprise
THE BANK OF NOVA SCOTIA
P.O.BOX 403
DON MILLS NS M3C 2T2
CANADA

Serial Numbered Collateral

Serial Number	Collateral Type	Description	Added By	Deleted By
1GTW7AFF6G1168964	Motor Vehicle	2016 GMC SAVANA CAR	33902958	

Registration Details for Registration Number: 34204362

Province or Territory: Nova Scotia
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	34204362	2021-03-22 11:15	2022-03-22	20061183

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
NIMBUS WATER SYSTEMS INC.
1959 UPPER WATER STREET, SUITE 1301
HALIFAX NS B3J 3N2
Canada

Secured Parties

Type: Enterprise
 The Bank of Nova Scotia - CENTRAL MORTGAGE UNIT
 10 WRIGHT BLVD.
 STRATFORD ON N4Z 1H3
 Canada

General Collateral

OUR SECURITY INTEREST IS LIMITED TO THE MOTOR VEHICLES LISTED ABOVE AND THE PROCEEDS OF THOSE VEHICLES

Serial Numbered Collateral

Serial Number	Collateral Type	Description	Added By	Deleted By
1GTW7AFF3G1191960	Motor Vehicle	2016 GMC Savana Cargo	34204362	

Registration Details for Registration Number: 34204370

Province or Territory: Nova Scotia
 Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	34204370	2021-03-22 11:15	2022-03-22	20061188

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 NIMBUS WATER SYSTEMS INC.
 1959 UPPER WATER STREET, SUITE 1301
 HALIFAX NS B3J 3N2
 Canada

Secured Parties

Type: Enterprise
 The Bank of Nova Scotia - CENTRAL MORTGAGE UNIT
 10 WRIGHT BLVD.
 STRATFORD ON N4Z 1H3
 Canada

General Collateral

OUR SECURITY INTEREST IS LIMITED TO THE MOTOR VEHICLES LISTED ABOVE AND THE PROCEEDS OF THOSE VEHICLES

Serial Numbered Collateral

Serial Number	Collateral Type	Description	Added By	Deleted By
1GCWGBFFXG1195798	Motor Vehicle	2016 Chevrolet Express Cargo	34204370	

Registration Details for Registration Number: 34204396

Province or Territory: Nova Scotia
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	34204396	2021-03-22 11:15	2022-03-22	20061189

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
NIMBUS WATER SYSTEMS INC.
1959 UPPER WATER STREET, SUITE 1301
HALIFAX NS B3J 3N2
Canada

Secured Parties

Type: Enterprise
The Bank of Nova Scotia - CENTRAL MORTGAGE UNIT
10 WRIGHT BLVD.
STRATFORD ON N4Z 1H3
Canada

General Collateral

OUR SECURITY INTEREST IS LIMITED TO THE MOTOR VEHICLES LISTED ABOVE AND THE PROCEEDS OF THOSE VEHICLES

Serial Numbered Collateral

Serial Number	Collateral Type	Description	Added By	Deleted By
1GCWGBFF9G1234610	Motor Vehicle	2016 Chevrolet Express Cargo	34204396	

Registration Details for Registration Number: 34204404

Province or Territory: Nova Scotia
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	34204404	2021-03-22 11:15	2023-03-22	20061193

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
NIMBUS WATER SYSTEMS INC.
1959 UPPER WATER STREET, SUITE 1301
HALIFAX NS B3J 3N2
Canada

Secured Parties

Type: Enterprise
The Bank of Nova Scotia - CENTRAL MORTGAGE UNIT
10 WRIGHT BLVD.
STRATFORD ON N4Z 1H3
Canada

General Collateral

OUR SECURITY INTEREST IS LIMITED TO THE MOTOR VEHICLES LISTED ABOVE AND THE PROCEEDS OF THOSE VEHICLES

Serial Numbered Collateral

Serial Number	Collateral Type	Description	Added By	Deleted By
1C4BJWEG4JL825117	Motor Vehicle	2018 Jeep Wrangler JK	34204404	

Registration Details for Registration Number: 34204412

Province or Territory: Nova Scotia
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	34204412	2021-03-22 11:15	2024-03-22	20061195

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
NIMBUS WATER SYSTEMS INC.
1959 UPPER WATER STREET, SUITE 1301
HALIFAX NS B3J 3N2
Canada

Secured Parties

Type: Enterprise
The Bank of Nova Scotia - CENTRAL MORTGAGE UNIT
10 WRIGHT BLVD.
STRATFORD ON N4Z 1H3
Canada

General Collateral

OUR SECURITY INTEREST IS LIMITED TO THE MOTOR VEHICLES LISTED ABOVE AND THE PROCEEDS OF THOSE VEHICLES

Serial Numbered Collateral

Serial Number	Collateral Type	Description	Added By	Deleted By
2C4RDGBG4KR669704	Motor Vehicle	2019 Dodge Grand Caravan	34204412	

Registration Details for Registration Number: 34204446

Province or Territory: Nova Scotia
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	34204446	2021-03-22 11:15	2022-03-22	20061154

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
NIMBUS WATER SYSTEMS INC.
1959 UPPER WATER STREET, SUITE 1301
HALIFAX NS B3J 3N2

Canada

Secured Parties

Type: Enterprise
 The Bank of Nova Scotia - CENTRAL MORTGAGE UNIT
 10 WRIGHT BLVD.
 STRATFORD ON N4Z 1H3
 Canada

General Collateral

OUR SECURITY INTEREST IS LIMITED TO THE MOTOR VEHICLES LISTED ABOVE AND THE PROCEEDS OF THOSE VEHICLES

Serial Numbered Collateral

Serial Number	Collateral Type	Description	Added By	Deleted By
1GTW7AFF6G1168964	Motor Vehicle	2016 GMC Savana Cargo	34204446	

Registration Details for Registration Number: 34204453

Province or Territory: Nova Scotia
 Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	34204453	2021-03-22 11:16	2022-03-22	20061013

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 NIMBUS WATER SYSTEMS INC.
 1959 UPPER WATER STREET, SUITE 1301
 HALIFAX NS B3J 3N2
 Canada

Secured Parties

Type: Enterprise
 The Bank of Nova Scotia - CENTRAL MORTGAGE UNIT
 10 WRIGHT BLVD.
 STRATFORD ON N4Z 1H3
 Canada

General Collateral

OUR SECURITY INTEREST IS LIMITED TO THE MOTOR VEHICLES LISTED ABOVE AND THE PROCEEDS OF THOSE VEHICLES

Serial Numbered Collateral

Serial Number	Collateral Type	Description	Added By	Deleted By
1GCWGFFF4F1241180	Motor Vehicle	2015 Chevrolet Express Cargo	34204453	

Registration Details for Registration Number: 34204479

Province or Territory: Nova Scotia
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	34204479	2021-03-22 11:17	2022-03-22	20061116

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
NIMBUS WATER SYSTEMS INC.
1959 UPPER WATER STREET, SUITE 1301
HALIFAX NS B3J 3N2
Canada

Secured Parties

Type: Enterprise
The Bank of Nova Scotia - CENTRAL MORTGAGE UNIT
10 WRIGHT BLVD.
STRATFORD ON N4Z 1H3
Canada

General Collateral

OUR SECURITY INTEREST IS LIMITED TO THE MOTOR VEHICLES LISTED ABOVE AND THE PROCEEDS OF THOSE VEHICLES

Serial Numbered Collateral

Serial Number	Collateral Type	Description	Added By	Deleted By
1GKS2HKJ5GR396511	Motor Vehicle	2016 GMC Yukon XL	34204479	

Registration Details for Registration Number: 34204503

Province or Territory: Nova Scotia
 Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	34204503	2021-03-22 11:18	2023-03-22	20060987

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 NIMBUS WATER SYSTEMS INC.
 1959 UPPER WATER STREET, SUITE 1301
 HALIFAX NS B3J 3N2
 Canada

Secured Parties

Type: Enterprise
 The Bank of Nova Scotia - CENTRAL MORTGAGE UNIT
 10 WRIGHT BLVD.
 STRATFORD ON N4Z 1H3
 Canada

General Collateral

OUR SECURITY INTEREST IS LIMITED TO THE MOTOR VEHICLES LISTED ABOVE AND THE PROCEEDS OF THOSE VEHICLES

Serial Numbered Collateral

Serial Number	Collateral Type	Description	Added By	Deleted By
1GTW7GBA4E1184803	Motor Vehicle	2014 GMC Savana Cargo	34204503	

Registration Details for Registration Number: 34604694

Province or Territory: Nova Scotia
 Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	34604694	2021-06-05 12:55	2026-06-05	367062675

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
NIMBUS WATER SYSTEMS INC.
112 OAKDALE ROAD
TORONTO ON M3N 1V9
Canada

Type: Enterprise
NIMBUS WATER SYSTEMS INC.
460 WINDMILL ROAD
DARTMOUTH NS B3A 1J7
Canada

Secured Parties

Type: Enterprise
NATIONAL BANK OF CANADA
de Lorenzi, Sonia
Senior Manager
130 KING STR. WEST
29TH FLOOR
TORONTO ON M5X 1J9
Canada

General Collateral

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.

Registration Details for Registration Number: 34204420

Province or Territory: Nova Scotia
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	34204420	2021-03-22 11:15	2025-03-22	20061196

This registration has **not** been the subject of an Amendment or Global Change. The following registration

information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
NIMBUS WATER SYSTEMS INC
1959 UPPER WATER STREET, SUITE 1301
HALIFAX NS B3J 3N2
Canada

Secured Parties

Type: Enterprise
The Bank of Nova Scotia - CENTRAL MORTGAGE UNIT
10 WRIGHT BLVD.
STRATFORD ON N4Z 1H3
Canada

General Collateral

OUR SECURITY INTEREST IS LIMITED TO THE MOTOR VEHICLES LISTED ABOVE AND THE PROCEEDS OF THOSE VEHICLES

Serial Numbered Collateral

Serial Number	Collateral Type	Description	Added By	Deleted By
2C4RDGBG3KR762245	Motor Vehicle	2019 Dodge Grand Caravan	34204420	

END OF REPORT

This is Exhibit "K" referred to in the
Affidavit of Sonia De Lorenzi sworn before me
this 19th day of August, 2021.



A Commissioner for taking affidavits

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: PCLS 123-1 & 124-1 SECT. M770 LOTS 123 & 124 PL 66M770 TWP OF YORK/NORTH YORK , CITY OF TORONTO

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
1991/05/27

OWNERS' NAMES
OAKDALE ENTERPRISES INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p>**EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1991/05/27 ON THIS PIN**</p> <p>**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1991/05/27**</p> <p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **</p>						
B22893	1958/10/31	NOTICE AGREEMENT			THE CORPORATION OF THE TOWNSHIP OF NORTH YORK	C
66BA760	1961/06/29	PLAN BOUNDRIES ACT REMARKS: PLAN D322, A528313				C
E317117	2000/03/27	NOTICE REMARKS: PEARSON AIRPORT ZONING REGULATION		HER MAJESTY THE QUEEN IN RIGHT OF THE DEPARTMENT OF TRANSPORT CANADA		C
AT3758190	2014/12/04	TRANSFER	\$3,550,000	112 OAKDALE ROAD LIMITED	2422343 ONTARIO LIMITED	C
AT3832266	2015/03/13	APL CH NAME OWNER		2422343 ONTARIO LIMITED	2422343 ONTARIO INC.	C
AT5209558	2019/08/13	APL CH NAME OWNER		2422343 ONTARIO INC.	OAKDALE ENTERPRISES INC.	C
AT5237573	2019/09/16	CHARGE	\$12,600,000	OAKDALE ENTERPRISES INC.	NATIONAL BANK OF CANADA	C
AT5237574	2019/09/16	NO ASSGN RENT GEN REMARKS: AT5237573		OAKDALE ENTERPRISES INC.	NATIONAL BANK OF CANADA	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

This is Exhibit "L" referred to in the
Affidavit of Sonia De Lorenzi sworn before me
this 19th day of August, 2021.



A Commissioner for taking affidavits

Oct 5, 2020

Nimbus Environmental Solutions Inc.

Peter Bozzo

112 Oakdale Road
Toronto, Ontario M3N 1V9

Re: Letter of Default and Tolerance

Hello Mr. Peter Bozzo,

We hereby refer to the Offer of Financing entered into with National Bank of Canada (the "Bank") dated August 1, 2019 and accepted by Nimbus Environmental Solutions Inc. (the "Borrower"), including all its renewals or amendments and schedules (the "Offer of Financing").

All the covenants, terms and conditions stipulated in the Offer of Financing shall continue to apply, subject to what is set out herein, which shall take precedence over any condition that is inconsistent with the Offer of Financing.

DEFAULT

We have noted that the Borrower has not been meeting some of its obligations towards the Bank as set out in the Offer of Financing.

The Bank hereby informs you that the Borrower is in default with regard to the following covenant(s):

- 1- Comply with Reporting requirements;
- 2- Deliver its financial annual statements within the set timeframes;
- 3- Deliver its financial quarterly statements within the set timeframes;
- 4- Deliver to the Bank the list of its accounts receivable and the work in progress , the list of its accounts payable, the list of its inventory by the due date;

You will understand that the failure to comply with the terms and conditions set out in the Offer of Financing is not acceptable for the Bank, and that this impacts the risk associated with the financing.

TOLERANCE

On an exceptional basis, the Bank is prepared to tolerate these defaults and waive its rights and remedies in relation to these defaults until November 6th

The Bank grants this tolerance provided that no new default arises and that the default(s) described previously does(do) not increase significantly and is(are) remedied by the scheduled date, to the Bank's full satisfaction.

Further to the tolerance period granted, the Bank will review the Borrower's situation based on the changes in its file and determine, as applicable, the conditions for maintaining its support. However, this letter does not constitute a commitment by the Bank to grant the Borrower any additional tolerance period.

This tolerance by the Bank of the default(s) described above is specifically restricted to this(these) default(s). No part of this tolerance shall be interpreted as the Bank's willingness to tolerate any other default by the Borrower.

REQUEST FOR DOCUMENTS

In addition, as set out in the Offer of Financing, the Bank requires delivery of the following documents:

- 2019 Financial Year end Review Engagement for Nimbus related companies on a consolidated basis
- 2019 Combined Financial Year end internally consolidated for Nimbus group of companies and Oakdale Enterprises
- 2019 Financial year end Notice to reader statements on the following companies:
 - o 365 Pro Installations Inc.
 - o 2242462 Ontario Limited
 - o Oakdale Enterprise
 - o Nimbus Environmental Solutions Inc.
 - o Nimbus Water Systems Inc.
 - o Water Filter Cart Inc.
- June quarterly combined financial statement for Nimbus Environmental Solutions Inc. internally prepared
- August borrowing base which includes the list of its accounts receivable and the work in progress, the list of its accounts payable and the list of its inventory.
- September borrowing base which includes the list of its accounts receivable and the work in progress, the list of its accounts payable and the list of its inventory. (not currently in default but is due by October 30th)
- September quarterly combined financial statement for Nimbus Environmental Solutions Inc. internally prepared (not currently in default but is due November 15th)

FEES

A non-refundable tolerance fee of \$1,000 is payable by the Borrower and has been debited directly from the Borrower's current account (\$250 for late reporting on Borrowing Base, \$250 on late reporting for Quarterly financial statements and \$500 for late Financial Year Ends). This fee will incur monthly on any late reporting is subject to be charged the day after the reports are due. Late reporting fees are subject to change at the bank's sole discretion.

Yours truly,

NATIONAL BANK OF CANADA

By: _____

Ken Kaufman
Senior Director

By: _____

David Irving
Vice-President

c.c. guarantors and intervenors

CONFIRMATION

The undersigned hereby confirms having read and understood this letter.

Executed at _____, in the Province of _____, on this ____ day of _____.

Nimbus Environmental Solutions Inc.

By: _____

Name: Peter Bozzo
Title: President

By: _____

Name:
Title:

Oct 5, 2020

Oakdale Enterprises Inc.

Peter Bozzo

112 Oakdale Road
Toronto, Ontario M3N 1V9

Re: Letter of Default and Tolerance

Hello Mr. Peter Bozzo,

We hereby refer to the Offer of Financing entered into with National Bank of Canada (the "Bank") dated August 1, 2019 and accepted by Oakdale Enterprises (the "Borrower"), including all its renewals or amendments and schedules (the "Offer of Financing").

All the covenants, terms and conditions stipulated in the Offer of Financing shall continue to apply, subject to what is set out herein, which shall take precedence over any condition that is inconsistent with the Offer of Financing.

DEFAULT

We have noted that the Borrower has not been meeting some of its obligations towards the Bank as set out in the Offer of Financing.

The Bank hereby informs you that the Borrower is in default with regard to the following covenant(s):

- 1- Comply with Reporting requirements;
- 2- Deliver its financial annual statements within the set timeframes;
- 3- Deliver its financial quarterly statements within the set timeframes;

You will understand that the failure to comply with the terms and conditions set out in the Offer of Financing is not acceptable for the Bank, and that this impacts the risk associated with the financing.

TOLERANCE

On an exceptional basis, the Bank is prepared to tolerate these defaults and waive its rights and remedies in relation to these defaults until November 6th

The Bank grants this tolerance provided that no new default arises and that the default(s) described previously does(do) not increase significantly and is(are) remedied by the scheduled date, to the Bank's full satisfaction.

Further to the tolerance period granted, the Bank will review the Borrower's situation based on the changes in its file and determine, as applicable, the conditions for maintaining its support. However, this letter does not constitute a commitment by the Bank to grant the Borrower any additional tolerance period.

This tolerance by the Bank of the default(s) described above is specifically restricted to this(these) default(s). No part of this tolerance shall be interpreted as the Bank's willingness to tolerate any other default by the Borrower.

REQUEST FOR DOCUMENTS

In addition, as set out in the Offer of Financing, the Bank requires delivery of the following documents:

- 2019 Combined Financial Year end internally consolidated for Nimbus group of companies and Oakdale Enterprises
- 2019 Financial year end Notice to reader statements on the following companies:
 - o Oakdale Enterprise
- Rent roll 112 Oakdale Road, Toronto, Ontario
- Confirmation that property taxes have been paid and are up to date for 112 Oakdale Road, Toronto, Ontario

FEES

A non-refundable tolerance fee of \$500 is payable by the Borrower and has been debited directly from the Borrower's current account (\$500 for late Financial Year Ends). This fee will incur monthly on any late reporting is subject to be charged the day after the reports are due. Late reporting fees are subject to change at the bank's sole discretion.

Yours truly,

NATIONAL BANK OF CANADA

By: _____

Ken Kaufman
Senior Director

By: _____

David Irving
Vice-President

c.c. guarantors and intervenors

CONFIRMATION

The undersigned hereby confirms having read and understood this letter.

Executed at _____, in the Province of _____, on this ____ day of _____.

Nimbus Environmental Solutions Inc.

By: _____

Name: Peter Bozzo
Title: President

By: _____

Name:
Title:

Oct 5, 2020

Oakdale Enterprises Inc.

Peter Bozzo

112 Oakdale Road
Toronto, Ontario M3N 1V9

Re: Letter of Default and Tolerance

Hello Mr. Peter Bozzo,

We hereby refer to the Offer of Financing entered into with National Bank of Canada (the "Bank") dated August 1, 2019 and accepted by Oakdale Enterprises (the "Borrower"), including all its renewals or amendments and schedules (the "Offer of Financing").

All the covenants, terms and conditions stipulated in the Offer of Financing shall continue to apply, subject to what is set out herein, which shall take precedence over any condition that is inconsistent with the Offer of Financing.

DEFAULT

We have noted that the Borrower has not been meeting some of its obligations towards the Bank as set out in the Offer of Financing.

The Bank hereby informs you that the Borrower is in default with regard to the following covenant(s):

- 1- Comply with Reporting requirements;
- 2- Deliver its financial annual statements within the set timeframes;
- 3- Deliver its financial quarterly statements within the set timeframes;

You will understand that the failure to comply with the terms and conditions set out in the Offer of Financing is not acceptable for the Bank, and that this impacts the risk associated with the financing.

TOLERANCE

On an exceptional basis, the Bank is prepared to tolerate these defaults and waive its rights and remedies in relation to these defaults until November 6th

The Bank grants this tolerance provided that no new default arises and that the default(s) described previously does(do) not increase significantly and is(are) remedied by the scheduled date, to the Bank's full satisfaction.

Further to the tolerance period granted, the Bank will review the Borrower's situation based on the changes in its file and determine, as applicable, the conditions for maintaining its support. However, this letter does not constitute a commitment by the Bank to grant the Borrower any additional tolerance period.

This tolerance by the Bank of the default(s) described above is specifically restricted to this(these) default(s). No part of this tolerance shall be interpreted as the Bank's willingness to tolerate any other default by the Borrower.

REQUEST FOR DOCUMENTS

In addition, as set out in the Offer of Financing, the Bank requires delivery of the following documents:

- 2019 Combined Financial Year end internally consolidated for Nimbus group of companies and Oakdale Enterprises
- 2019 Financial year end Notice to reader statements on the following companies:
 - o Oakdale Enterprise
- Rent roll 112 Oakdale Road, Toronto, Ontario
- Confirmation that property taxes have been paid and are up to date for 112 Oakdale Road, Toronto, Ontario

FEES

A non-refundable tolerance fee of \$500 is payable by the Borrower and has been debited directly from the Borrower's current account (\$500 for late Financial Year Ends). This fee will incur monthly on any late reporting is subject to be charged the day after the reports are due. Late reporting fees are subject to change at the bank's sole discretion.

Yours truly,

NATIONAL BANK OF CANADA

By: _____

Ken Kaufman
Senior Director

By: _____

David Irving
Vice-President

c.c. guarantors and intervenors

CONFIRMATION

The undersigned hereby confirms having read and understood this letter.

Executed at _____, in the Province of _____, on this ____ day of _____.

Nimbus Environmental Solutions Inc.

By: _____

Name: Peter Bozzo
Title: President

By: _____

Name:
Title:

This is Exhibit "M" referred to in the
Affidavit of Sonia De Lorenzi sworn before me
this 19th day of August, 2021.



A Commissioner for taking affidavits

November 23, 2020

Nimbus Environmental Solutions Inc.

Peter Bozzo

112 Oakdale Road
Toronto, Ontario M3N 1V9

Re: Letter of Default and Tolerance

Hello Mr. Peter Bozzo,

We hereby refer to the Offer of Financing entered into with National Bank of Canada (the "Bank") dated August 1, 2019 and accepted by Nimbus Environmental Solutions Inc. (the "Borrower"), including all its renewals or amendments and schedules (the "Offer of Financing").

All the covenants, terms and conditions stipulated in the Offer of Financing shall continue to apply, subject to what is set out herein, which shall take precedence over any condition that is inconsistent with the Offer of Financing.

DEFAULT

We have noted that the Borrower has not been meeting some of its obligations towards the Bank as set out in the Offer of Financing.

The Bank hereby informs you that the Borrower is in default with regard to the following covenant(s):

- 1- Comply with Reporting requirements;
- 2- Deliver its financial annual statements within the set timeframes;
- 3- Deliver its financial quarterly statements within the set timeframes;
- 4- Deliver to the Bank the list of its accounts receivable and the work in progress , the list of its accounts payable, the list of its inventory by the due date;

You will understand that the failure to comply with the terms and conditions set out in the Offer of Financing is not acceptable for the Bank, and that this impacts the risk associated with the financing.

TOLERANCE

On an exceptional basis, the Bank is prepared to tolerate these defaults and waive its rights and remedies in relation to these defaults until December 23rd, 2020

The Bank grants this tolerance provided that no new default arises and that the default(s) described previously does(do) not increase significantly and is(are) remedied by the scheduled date, to the Bank's full satisfaction.

Further to the tolerance period granted, the Bank will review the Borrower's situation based on the changes in its file and determine, as applicable, the conditions for maintaining its support. However, this letter does not constitute a commitment by the Bank to grant the Borrower any additional tolerance period.

This tolerance by the Bank of the default(s) described above is specifically restricted to this(these) default(s). No part of this tolerance shall be interpreted as the Bank's willingness to tolerate any other default by the Borrower.

REQUEST FOR DOCUMENTS

In addition, as set out in the Offer of Financing, the Bank requires delivery of the following documents:

- 2019 Financial Year end Review Engagement for Nimbus related companies on a consolidated basis
- 2019 Combined Financial Year end internally consolidated for Nimbus group of companies and Oakdale Enterprises
- 2019 Financial year end Notice to reader statements on the following companies:
 - o 365 Pro Installations Inc.
 - o 2242462 Ontario Limited
 - o Oakdale Enterprise
 - o Nimbus Environmental Solutions Inc.
 - o Nimbus Water Systems Inc.
 - o Water Filter Cart Inc.
- September quarterly combined financial statement for Nimbus Environmental Solutions Inc. internally prepared
- October borrowing base which includes the list of its accounts receivable and the work in progress, the list of its accounts payable and the list of its inventory. (not currently in default but is due by November 30th)


FEES

A non-refundable tolerance fee of \$1,000 is payable by the Borrower and has been debited directly from the Borrower's current account (\$250 for late reporting on Borrowing Base, \$250 on late reporting for Quarterly financial statements and \$500 for late Financial Year Ends). This fee will incur monthly on any late reporting is subject to be charged the day after the reports are due. Late reporting fees are subject to change at the bank's sole discretion.


Yours truly,

NATIONAL BANK OF CANADA

By:


 Ken Kaufman
 Senior Director

By:


 David Irving
 Vice-President

c.c. guarantors and intervenors

CONFIRMATION

The undersigned hereby confirms having read and understood this letter.

Executed at _____, in the Province of _____, on this ____ day of _____.

Nimbus Environmental Solutions Inc.

By:

Name: Peter Bozzo
 Title: President

By:

Name:
 Title:

November 23, 2020

Oakdale Enterprises Inc.

Peter Bozzo

112 Oakdale Road
Toronto, Ontario M3N 1V9

Re: Letter of Default and Tolerance

Hello Mr. Peter Bozzo,

We hereby refer to the Offer of Financing entered into with National Bank of Canada (the "Bank") dated August 1, 2019 and accepted by Oakdale Enterprises (the "Borrower"), including all its renewals or amendments and schedules (the "Offer of Financing").

All the covenants, terms and conditions stipulated in the Offer of Financing shall continue to apply, subject to what is set out herein, which shall take precedence over any condition that is inconsistent with the Offer of Financing.

DEFAULT

We have noted that the Borrower has not been meeting some of its obligations towards the Bank as set out in the Offer of Financing.

The Bank hereby informs you that the Borrower is in default with regard to the following covenant(s):

- 1- Comply with Reporting requirements;
- 2- Deliver its financial annual statements within the set timeframes;
- 3- Deliver its financial quarterly statements within the set timeframes;

You will understand that the failure to comply with the terms and conditions set out in the Offer of Financing is not acceptable for the Bank, and that this impacts the risk associated with the financing.

TOLERANCE

On an exceptional basis, the Bank is prepared to tolerate these defaults and waive its rights and remedies in relation to these defaults until December 23rd, 2020

The Bank grants this tolerance provided that no new default arises and that the default(s) described previously does(do) not increase significantly and is(are) remedied by the scheduled date, to the Bank's full satisfaction.

Further to the tolerance period granted, the Bank will review the Borrower's situation based on the changes in its file and determine, as applicable, the conditions for maintaining its support. However, this letter does not constitute a commitment by the Bank to grant the Borrower any additional tolerance period.

This tolerance by the Bank of the default(s) described above is specifically restricted to this(these) default(s). No part of this tolerance shall be interpreted as the Bank's willingness to tolerate any other default by the Borrower.

REQUEST FOR DOCUMENTS

In addition, as set out in the Offer of Financing, the Bank requires delivery of the following documents:

- 2019 Combined Financial Year end internally consolidated for Nimbus group of companies and Oakdale Enterprises
- 2019 Financial year end Notice to reader statements on the following companies:
 - o Oakdale Enterprise
- Rent roll 112 Oakdale Road, Toronto, Ontario
- Confirmation that property taxes have been paid and are up to date for 112 Oakdale Road, Toronto, Ontario

FEES

A non-refundable tolerance fee of \$500 is payable by the Borrower and will be debited directly from the Borrower's current account (\$500 for late Financial Year Ends). This fee will incur monthly on any late reporting is subject to be charged the day after the reports are due. Late reporting fees are subject to change at the bank's sole discretion.

Yours truly,

NATIONAL BANK OF CANADA

By: _____

Ken Kaufman
Senior Director

By: _____

David Irving
Vice-President

c.c. guarantors and intervenors

CONFIRMATION

The undersigned hereby confirms having read and understood this letter.

Executed at _____, in the Province of _____, on this ____ day of _____.

Nimbus Environmental Solutions Inc.

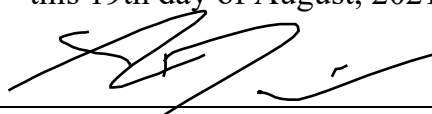
By: _____

Name: Peter Bozzo
Title: President

By: _____

Name:
Title:

This is Exhibit "N" referred to in the
Affidavit of Sonia De Lorenzi sworn before me
this 19th day of August, 2021.



A Commissioner for taking affidavits

April 13, 2021

PRIVATE & CONFIDENTIAL

VIA EMAIL

CAPO SGRO LLP
7050 West Road
Suite 400
Woodbridge ON L4L 8G7

Attention: Erica D. Cappello

Dear Sirs:

Re: Indebtedness of Nimbus Environmental Solutions Inc. (the “Borrower”) to National Bank of Canada (the “Bank”)

We are counsel to the Bank in connection with the above-noted matter. We understand that you are counsel to the Borrower. We refer to the credit facilities made available to the Borrower by the Bank (the “**Credit Facilities**”) pursuant to the offer of financing dated August 1, 2019, as amended from time to time (the “**Offer of Financing**”).

We also refer to the following:

- (i) the letter from the Bank to the Borrower dated October 5, 2020 (the “**October Default Letter**”), providing notice that: (a) the Borrower was in default of its obligations to the Bank pursuant to the Offer of Financing, including its obligations to comply with certain reporting requirements, deliver its quarterly and annual financial statements by the required deadlines, and deliver lists of its accounts receivable, work in progress, accounts payable, and inventory by the required deadlines (collectively, the “**Reporting Defaults**”); (b) as an accommodation to the Borrower, the Bank was prepared to temporarily refrain from exercising its rights and remedies in connection with the Reporting Defaults until November 6, 2020, in order to provide the Borrower with an opportunity to cure the Reporting Defaults; and (c) the Bank required the delivery of certain additional documents under the Offer of Financing that had not yet been provided by the Borrower (the “**Additional Documents**”); and
- (ii) the letter from the Bank to the Borrower dated November 23, 2020, providing notice that: (a) the Reporting Defaults remained ongoing and had not been cured by the Borrower notwithstanding the October Default Letter; (b) the Bank was prepared to





2.

extend its temporary accommodations to the Borrower by refraining from exercising its rights and remedies in connection with the Reporting Defaults until December 23, 2020, in order to provide the Borrower with a further opportunity to cure the Reporting Defaults; and (c) the Bank continued to require the delivery of the Additional Documents, which had still not been provided by the Borrower as required by the October Default Letter.

As of today's date, the Reporting Defaults remain outstanding and the Additional Documents have not been delivered. The Reporting Defaults include the Borrower's failure to deliver the following to the Bank:

- (a) quarterly consolidated financial statements and covenant compliance certificates for the quarters ended September and December 2020;
- (b) monthly borrowing base calculations and all supporting documentation, including lists of accounts receivable, accounts payable and inventory for each month commencing in November 2020; and
- (c) covenant quarterly compliance certificates for the quarter commencing in September 2020.

We also refer to the offer of financing dated August 1, 2019 made available to Oakdale Enterprises Inc. ("**Oakdale**") by the Bank (the "**Oakdale Credit Agreement**"). Pursuant to the Offer of Financing, a default under the terms of the Oakdale Credit Agreement constitutes a default under the Offer of Financing. As outlined in the letter of today's date to Oakdale, a copy of which is enclosed, Oakdale is in default of its obligations to the Bank under the Oakdale Credit Agreement (the "**Oakdale Defaults**").

The Reporting Defaults and the Oakdale Defaults (collectively, the "**Defaults**") have not been waived and the Bank is not prepared to permit the Defaults to continue. The Bank requires that the Borrower immediately remedy the Defaults and deliver the Additional Documents to the Bank.

We also refer to the engagement letter of BDO Canada Limited (the "**Consultant**") dated April 1, 2021 wherein the Bank has appointed the Consultant to review the operations and financial position of the Borrower. The Bank requires that consent to the engagement of the Consultant be delivered by the Borrower to the Bank immediately.

No delay by the Bank in enforcing any of its rights and remedies against the Borrower constitutes a waiver of or acquiescence to the Defaults or any other defaults under the Offer of Financing, or a waiver of any of the Bank's rights and remedies in connection therewith. The Bank reserves all of its rights and remedies in connection with the Defaults and any other defaults under the Offer of Financing, including, without limitation, the right to demand payment of the Credit Facilities





3.

from the Borrower and from the guarantors thereof, and to take steps to enforce the security granted to the Bank by the Borrower and the guarantors at any time.

Yours truly,

Thornton Grout Finnigan LLP

Leanne M. Williams

cc: Sonia De Lorenzi, *National Bank of Canada*



April 13, 2021

PRIVATE & CONFIDENTIAL

VIA EMAIL

CAPO SGRO LLP
7050 West Road
Suite 400
Woodbridge ON L4L 8G7

Attention: Erica D. Cappello

Dear Madam:

Re: Indebtedness of Oakdale Enterprises Inc. (the “Borrower”) to National Bank of Canada (the “Bank”)

We are counsel to the Bank in connection with the above-noted matter. We understand that you are counsel to the Borrower. We refer to the credit facilities made available to the Borrower by the Bank (the “**Credit Facilities**”) pursuant to the offer of financing dated August 1, 2019, as amended from time to time (the “**Offer of Financing**”).

We also refer to the following:

- (i) the letter from the Bank to the Borrower dated October 5, 2020 (the “**October Default Letter**”), providing notice that: (a) the Borrower was in default of its obligations to the Bank pursuant to the Offer of Financing, including, without limitation, its obligations to comply with certain reporting requirements, deliver its quarterly and annual financial statements by the required deadlines, and deliver lists of its accounts receivable, work in progress, accounts payable, and inventory by the required deadlines (collectively, the “**Reporting Defaults**”); (b) as an accommodation to the Borrower, the Bank was prepared to temporarily refrain from exercising its rights and remedies in connection with the Reporting Defaults until November 6, 2020, in order to provide the Borrower with an opportunity to cure the Reporting Defaults; and (c) the Bank required the delivery of certain additional documents under the Offer of Financing that had not yet been provided by the Borrower (the “**Additional Documents**”); and
- (ii) the letter from the Bank to the Borrower dated November 23, 2020, providing notice that: (a) the Reporting Defaults remained ongoing and had not been cured by the Borrower notwithstanding the October Default Letter; (b) the Bank was prepared to





2.

extend its temporary accommodations to the Borrower by refraining from exercising its rights and remedies in connection with the Reporting Defaults until December 23, 2020, in order to provide the Borrower with a further opportunity to cure the Reporting Defaults; and (c) the Bank continued to require the delivery of the Additional Documents, which had still not been provided by the Borrower as required by the October Default Letter.

As of today's date, the Reporting Defaults remain outstanding and the Additional Documents have not been delivered. The Reporting Defaults include the Borrower's failure to deliver the following to the Bank:

- (a) quarterly consolidated financial statements and covenant compliance certificates for the quarters ended September and December 2020;
- (b) monthly borrowing base calculations and all supporting documentation, including lists of accounts receivable, accounts payable and inventory for each month commencing in November 2020; and
- (c) quarterly covenant compliance certificates for the quarter commencing in September 2020.

In addition to the Reporting Defaults, as of today's date, we note that the following defaults have occurred and remain ongoing under the Offer of Financing (the "**Additional Defaults**" and together with the Reporting Defaults, the "**Oakdale Defaults**"):

- (a) the Borrower has failed to provide the Bank with the rent roll for the premises located at 112 Oakdale Road, Toronto, Ontario, within 90 days of the Borrower's 2020 fiscal year end; and
- (b) the Borrower has failed to provide the Bank with confirmation that the property taxes have been paid and are current for the real property municipally known as 112 Oakdale Road, Toronto, Ontario, within 90 days of the Borrower's 2020 fiscal year end.

We also refer to the offer of financing dated August 1, 2019 made available to Nimbus Environmental Solutions Inc. ("**Nimbus**") by the Bank (the "**Nimbus Credit Agreement**"). Pursuant to the Offer of Financing, a default under the terms of the Nimbus Credit Agreement constitutes a default under the Offer of Financing. As outlined in the letter of today's date to Nimbus, a copy of which is enclosed, Nimbus is in default of its obligations to the Bank under the Nimbus Credit Agreement (the "**Nimbus Defaults**").

The Oakdale Defaults and the Nimbus Defaults (collectively, the "**Defaults**") have not been waived and the Bank is not prepared to permit the Defaults to continue. The Bank requires that the Borrower immediately remedy the Defaults and deliver the Additional Documents to the Bank.





3.

No delay by the Bank in enforcing any of its rights and remedies against the Borrower constitutes a waiver of or acquiescence to the Defaults or any other defaults under the Offer of Financing, or a waiver of any of the Bank's rights and remedies in connection therewith. The Bank reserves all of its rights and remedies in connection with the Defaults and any other defaults under the Offer of Financing, including, without limitation, the right to demand payment of the Credit Facilities from the Borrower and from the guarantors thereof, and to take steps to enforce the security granted to the Bank by the Borrower and the guarantors at any time.

Yours truly,

Thornton Grout Finnigan LLP

A handwritten signature in black ink, appearing to read 'Leanne M. Williams', written over a light grey rectangular background.

Leanne M. Williams

cc: Sonia De Lorenzi, *National Bank of Canada*



April 13, 2021

PRIVATE & CONFIDENTIAL

VIA EMAIL

CAPO SGRO LLP
7050 West Road
Suite 400
Woodbridge ON L4L 8G7

Attention: Erica D. Cappello

Dear Madam:

Re: Indebtedness of Oakdale Enterprises Inc. (the “Borrower”) to National Bank of Canada (the “Bank”)

We are counsel to the Bank in connection with the above-noted matter. We understand that you are counsel to the Borrower. We refer to the credit facilities made available to the Borrower by the Bank (the “**Credit Facilities**”) pursuant to the offer of financing dated August 1, 2019, as amended from time to time (the “**Offer of Financing**”).

We also refer to the following:

- (i) the letter from the Bank to the Borrower dated October 5, 2020 (the “**October Default Letter**”), providing notice that: (a) the Borrower was in default of its obligations to the Bank pursuant to the Offer of Financing, including, without limitation, its obligations to comply with certain reporting requirements, deliver its quarterly and annual financial statements by the required deadlines, and deliver lists of its accounts receivable, work in progress, accounts payable, and inventory by the required deadlines (collectively, the “**Reporting Defaults**”); (b) as an accommodation to the Borrower, the Bank was prepared to temporarily refrain from exercising its rights and remedies in connection with the Reporting Defaults until November 6, 2020, in order to provide the Borrower with an opportunity to cure the Reporting Defaults; and (c) the Bank required the delivery of certain additional documents under the Offer of Financing that had not yet been provided by the Borrower (the “**Additional Documents**”); and
- (ii) the letter from the Bank to the Borrower dated November 23, 2020, providing notice that: (a) the Reporting Defaults remained ongoing and had not been cured by the Borrower notwithstanding the October Default Letter; (b) the Bank was prepared to





2.

extend its temporary accommodations to the Borrower by refraining from exercising its rights and remedies in connection with the Reporting Defaults until December 23, 2020, in order to provide the Borrower with a further opportunity to cure the Reporting Defaults; and (c) the Bank continued to require the delivery of the Additional Documents, which had still not been provided by the Borrower as required by the October Default Letter.

As of today's date, the Reporting Defaults remain outstanding and the Additional Documents have not been delivered. The Reporting Defaults include the Borrower's failure to deliver the following to the Bank:

- (a) quarterly consolidated financial statements and covenant compliance certificates for the quarters ended September and December 2020;
- (b) monthly borrowing base calculations and all supporting documentation, including lists of accounts receivable, accounts payable and inventory for each month commencing in November 2020; and
- (c) quarterly covenant compliance certificates for the quarter commencing in September 2020.

In addition to the Reporting Defaults, as of today's date, we note that the following defaults have occurred and remain ongoing under the Offer of Financing (the "**Additional Defaults**" and together with the Reporting Defaults, the "**Oakdale Defaults**"):

- (a) the Borrower has failed to provide the Bank with the rent roll for the premises located at 112 Oakdale Road, Toronto, Ontario, within 90 days of the Borrower's 2020 fiscal year end; and
- (b) the Borrower has failed to provide the Bank with confirmation that the property taxes have been paid and are current for the real property municipally known as 112 Oakdale Road, Toronto, Ontario, within 90 days of the Borrower's 2020 fiscal year end.

We also refer to the offer of financing dated August 1, 2019 made available to Nimbus Environmental Solutions Inc. ("**Nimbus**") by the Bank (the "**Nimbus Credit Agreement**"). Pursuant to the Offer of Financing, a default under the terms of the Nimbus Credit Agreement constitutes a default under the Offer of Financing. As outlined in the letter of today's date to Nimbus, a copy of which is enclosed, Nimbus is in default of its obligations to the Bank under the Nimbus Credit Agreement (the "**Nimbus Defaults**").

The Oakdale Defaults and the Nimbus Defaults (collectively, the "**Defaults**") have not been waived and the Bank is not prepared to permit the Defaults to continue. The Bank requires that the Borrower immediately remedy the Defaults and deliver the Additional Documents to the Bank.





3.

No delay by the Bank in enforcing any of its rights and remedies against the Borrower constitutes a waiver of or acquiescence to the Defaults or any other defaults under the Offer of Financing, or a waiver of any of the Bank's rights and remedies in connection therewith. The Bank reserves all of its rights and remedies in connection with the Defaults and any other defaults under the Offer of Financing, including, without limitation, the right to demand payment of the Credit Facilities from the Borrower and from the guarantors thereof, and to take steps to enforce the security granted to the Bank by the Borrower and the guarantors at any time.

Yours truly,

Thornton Grout Finnigan LLP

A handwritten signature in black ink, appearing to read 'Leanne M. Williams', written over a light grey rectangular background.

Leanne M. Williams

cc: Sonia De Lorenzi, *National Bank of Canada*



April 13, 2021

PRIVATE & CONFIDENTIAL

VIA EMAIL

CAPO SGRO LLP
7050 West Road
Suite 400
Woodbridge ON L4L 8G7

Attention: Erica D. Cappello

Dear Sirs:

Re: Indebtedness of Nimbus Environmental Solutions Inc. (the “Borrower”) to National Bank of Canada (the “Bank”)

We are counsel to the Bank in connection with the above-noted matter. We understand that you are counsel to the Borrower. We refer to the credit facilities made available to the Borrower by the Bank (the “**Credit Facilities**”) pursuant to the offer of financing dated August 1, 2019, as amended from time to time (the “**Offer of Financing**”).

We also refer to the following:

- (i) the letter from the Bank to the Borrower dated October 5, 2020 (the “**October Default Letter**”), providing notice that: (a) the Borrower was in default of its obligations to the Bank pursuant to the Offer of Financing, including its obligations to comply with certain reporting requirements, deliver its quarterly and annual financial statements by the required deadlines, and deliver lists of its accounts receivable, work in progress, accounts payable, and inventory by the required deadlines (collectively, the “**Reporting Defaults**”); (b) as an accommodation to the Borrower, the Bank was prepared to temporarily refrain from exercising its rights and remedies in connection with the Reporting Defaults until November 6, 2020, in order to provide the Borrower with an opportunity to cure the Reporting Defaults; and (c) the Bank required the delivery of certain additional documents under the Offer of Financing that had not yet been provided by the Borrower (the “**Additional Documents**”); and
- (ii) the letter from the Bank to the Borrower dated November 23, 2020, providing notice that: (a) the Reporting Defaults remained ongoing and had not been cured by the Borrower notwithstanding the October Default Letter; (b) the Bank was prepared to





2.

extend its temporary accommodations to the Borrower by refraining from exercising its rights and remedies in connection with the Reporting Defaults until December 23, 2020, in order to provide the Borrower with a further opportunity to cure the Reporting Defaults; and (c) the Bank continued to require the delivery of the Additional Documents, which had still not been provided by the Borrower as required by the October Default Letter.

As of today's date, the Reporting Defaults remain outstanding and the Additional Documents have not been delivered. The Reporting Defaults include the Borrower's failure to deliver the following to the Bank:

- (a) quarterly consolidated financial statements and covenant compliance certificates for the quarters ended September and December 2020;
- (b) monthly borrowing base calculations and all supporting documentation, including lists of accounts receivable, accounts payable and inventory for each month commencing in November 2020; and
- (c) covenant quarterly compliance certificates for the quarter commencing in September 2020.

We also refer to the offer of financing dated August 1, 2019 made available to Oakdale Enterprises Inc. ("**Oakdale**") by the Bank (the "**Oakdale Credit Agreement**"). Pursuant to the Offer of Financing, a default under the terms of the Oakdale Credit Agreement constitutes a default under the Offer of Financing. As outlined in the letter of today's date to Oakdale, a copy of which is enclosed, Oakdale is in default of its obligations to the Bank under the Oakdale Credit Agreement (the "**Oakdale Defaults**").

The Reporting Defaults and the Oakdale Defaults (collectively, the "**Defaults**") have not been waived and the Bank is not prepared to permit the Defaults to continue. The Bank requires that the Borrower immediately remedy the Defaults and deliver the Additional Documents to the Bank.

We also refer to the engagement letter of BDO Canada Limited (the "**Consultant**") dated April 1, 2021 wherein the Bank has appointed the Consultant to review the operations and financial position of the Borrower. The Bank requires that consent to the engagement of the Consultant be delivered by the Borrower to the Bank immediately.

No delay by the Bank in enforcing any of its rights and remedies against the Borrower constitutes a waiver of or acquiescence to the Defaults or any other defaults under the Offer of Financing, or a waiver of any of the Bank's rights and remedies in connection therewith. The Bank reserves all of its rights and remedies in connection with the Defaults and any other defaults under the Offer of Financing, including, without limitation, the right to demand payment of the Credit Facilities





3.

from the Borrower and from the guarantors thereof, and to take steps to enforce the security granted to the Bank by the Borrower and the guarantors at any time.

Yours truly,

Thornton Grout Finnigan LLP

Leanne M. Williams

cc: Sonia De Lorenzi, *National Bank of Canada*



This is Exhibit "O" referred to in the
Affidavit of Sonia De Lorenzi sworn before me
this 19th day of August, 2021.



A Commissioner for taking affidavits

**Personal & Confidential**

April 22, 2021

VIA EMAIL

Nimbus Environmental Solutions Inc.
112 Oakdale Road
Toronto, ON
M3N 1V9

Oakdale Enterprises Inc.
112 Oakdale Road
Toronto, ON
M3N 1V9

Attention: Peter Bozzo

Re: Indebtedness of Nimbus Environmental Solutions Inc. (“Nimbus”) and Oakdale Enterprises Inc. (“Oakdale” and together with Nimbus, the “Borrowers”) to National Bank of Canada (the “Bank”)

WHEREAS:

- I. Pursuant to an offer of financing dated August 1, 2019 (the “**Nimbus Offer of Financing**”), the Bank has made available to Nimbus the following credit facilities (collectively, the “**Nimbus Credit Facilities**”):
 - (a) revolving line of credit in the maximum principal amount of \$2,000,000 (the “**Nimbus Operating Facility**”). As of the date hereof, the principal amount outstanding under the Nimbus Operating Facility is \$1,875,000, together with interest and costs (including, without limitation, legal fees and disbursements) to the date of payment;
 - (b) non-revolving term loan in the maximum principal amount of \$3,200,000 (the “**Nimbus Term Loan**”). As of the date hereof, the principal amount outstanding under the Nimbus Term Loan is \$2,735,999.96, together with interest and costs (including, without limitation, legal fees and disbursements) to the date of payment;
 - (c) MasterCard facility in the maximum principal amount of \$350,000 (the “**MasterCard Facility**”). No credit cards have been issued by the Bank under the MasterCard Facility. The MasterCard Facility shall be immediately terminated and cancelled as provided for below; and
 - (d) global net risk line for derivatives in the principal amount of \$380,000 (the “**Nimbus Net Risk Line**”). The Nimbus Net Risk Line was never set up by Nimbus and shall be immediately terminated and cancelled as provided for below;

- 2 -

2. Pursuant to an offer of financing dated August 1, 2019 (the “**Oakdale Offer of Financing**”), the Bank has made available to Oakdale the following credit facilities (collectively, the “**Oakdale Credit Facilities**”):
 - (a) non-revolving term loan in the maximum principal amount of \$7,400,000 (the “**Oakdale Term Loan**”). As of the date hereof, the principal amount outstanding under the Oakdale Term Loan is \$7,122,500.04, together with interest and costs (including, without limitation, legal fees and disbursements) to the date of payment; and
 - (b) global net risk line for derivatives in the principal amount of \$520,000 (the “**Oakdale Net Risk Line**”). The Oakdale Net Risk Line was never set up by Oakdale and shall be immediately cancelled as provided for below;
3. As security for all of the present and future indebtedness of Nimbus and obligations to the Bank pursuant to the Nimbus Offer of Financing, Nimbus has granted to the Bank security upon all of its personal property, assets, and undertaking, including, without limitation, a general security agreement dated August 28, 2019 (collectively, the “**Nimbus Security**”):
4. The following corporations (collectively, the “**Nimbus Corporate Guarantors**”) have each delivered to the Bank a separate unlimited guarantee dated August 28, 2019 of the indebtedness and obligations of Nimbus to the Bank (collectively, the “**Nimbus Corporate Guarantees**”):
 - (a) Oakdale Enterprises Inc.;
 - (b) Nimbus Water Systems Inc.;
 - (c) 365 Pro Installations Inc.;
 - (d) Water Filter Cart Inc.; and
 - (e) 2242462 Ontario Ltd.
5. As security for their obligations to the Bank under the Nimbus Corporate Guarantees, each of the Nimbus Corporate Guarantors granted separate general security agreements in favour of the Bank (the “**Nimbus Corporate Guarantors’ Security**”). In addition to the foregoing, Oakdale granted a first-ranking charge in the amount of \$12,600,000 (the “**Oakdale Charge**”) against title to the real property municipally known as 112 Oakdale Road, Toronto, Ontario (the “**Oakdale Property**”) together with a General Assignment of Rents and Leases dated August 28, 2019 (the “**Assignment of Rents**”) registered against title to the Oakdale Property each as security for the indebtedness of Nimbus to the Bank;
6. Peter Bozzo (the “**Nimbus Personal Guarantor**”) guaranteed the indebtedness and obligations of Nimbus to the Bank pursuant to a guarantee dated August 28, 2019 limited to the principal amount of \$1,482,500, together with interest and costs to the date of payment (the “**Nimbus Personal Guarantee**”).

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7. As security for all of Oakdale's present and future indebtedness and obligations to the Bank pursuant to the Oakdale Offer of Financing, Oakdale has granted to the Bank security upon all of its personal property, assets, and undertaking, including, without limitation, the following (collectively, the "**Oakdale Security**"):
 - (a) a general security agreement dated August 28, 2019,
 - (b) The Oakdale Charge, and
 - (c) Assignment of Rents.
8. The following corporations (collectively, the "**Oakdale Corporate Guarantors**") have each delivered to the Bank a separate unlimited guarantee dated August 28, 2019 of the indebtedness and obligations of Nimbus to the Bank (collectively, the "**Oakdale Corporate Guarantees**"):
 - (a) Nimbus Environmental Solutions Inc.;
 - (b) Nimbus Water Systems Inc.;
 - (c) 365 Pro Installations Inc.;
 - (d) Water Filter Cart Inc.; and
 - (e) 2242462 Ontario Ltd.
9. To secure their obligations under the Oakdale Corporate Guarantees, each of the Oakdale Corporate Guarantors granted separate general security agreements in favour of the Bank (collectively, the "**Oakdale Corporate Guarantors' Security**").
10. Peter Bozzo (the "**Oakdale Personal Guarantor**") guaranteed the indebtedness and obligations of Oakdale to the Bank pursuant to a guarantee dated August 28, 2019 limited to the principal amount of \$1,980,000, together with interest and costs to the date of payment (the "**Oakdale Personal Guarantee**").
11. As used herein, the following terms shall have the following meanings:
 - (a) "**Credit Facilities**" shall mean, collectively, the Nimbus Credit Facilities and the Oakdale Credit Facilities;
 - (b) "**Offers of Financing**" shall mean, collectively, the Nimbus Offer of Financing and the Oakdale Offer of Financing; and
 - (c) "**Defaults**" shall mean, collectively, the Nimbus Defaults and the Oakdale Defaults;
 - (d) "**Security**" shall mean, collectively, the Nimbus Security, the Oakdale Security, the Nimbus Corporate Guarantors' Security, the Oakdale Corporate Guarantors' Security, the Oakdale Charge and the Assignment of Rents.

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- (e) “**Guarantors**” shall mean, collectively, the Nimbus Corporate Guarantors, the Nimbus Personal Guarantor, the Oakdale Corporate Guarantors, and the Oakdale Personal Guarantor;
 - (f) “**Guarantees**” shall mean, collectively, the Nimbus Corporate Guarantees, the Nimbus Personal Guarantee, the Oakdale Corporate Guarantees, and the Oakdale Personal Guarantee; and
 - (g) “**Credit Parties**” shall mean, collectively, the Borrowers and the Guarantors.
12. Nimbus is in default of its obligations to the Bank under the Nimbus Offer of Financing as a result of, among other things, the following: (i) Nimbus’ failure to comply with certain reporting requirements under the Nimbus Offer of Financing; (ii) Nimbus’ failure to deliver certain of its quarterly and annual financial statements by the deadlines required under the Nimbus Offer of Financing; (iii) Nimbus’ failure to deliver lists of its accounts receivable, work in progress, and inventory by the deadlines required under the Nimbus Offer of Financing; and (iv) the Oakdale Defaults (as defined and set out in the following paragraph), which constitute an event of default of Nimbus under the Nimbus Offer of Financing (collectively, the “**Nimbus Defaults**”).
13. Oakdale is in default of its obligations to the Bank under the Oakdale Offer of Financing as a result of, among other things, the following: (i) Oakdale’s failure to comply with certain reporting requirements under the Oakdale Offer of Financing; (ii) Oakdale’s failure to deliver certain of its quarterly and annual financial statements by the deadlines required under the Oakdale Offer of Financing; (iii) Oakdale’s failure to deliver lists of its accounts receivable, work in progress, and inventory by the deadlines required under the Oakdale Offer of Financing; (iv) Oakdale’s failure to provide the Bank with the rent roll in respect of the Oakdale Property within 90 days’ of Oakdale’s fiscal year end; (v) Oakdale’s failure to provide the Bank with confirmation that the property taxes in respect of the Oakdale Property have been paid and remain current; and (vi) the Nimbus Defaults, which constitute an event of default of Oakdale under the Oakdale Offer of Financing (collectively, the “**Oakdale Defaults**”).
14. By letters to each of the Borrowers dated October 5, 2020, November 23, 2020 and April 13, 2021 the Bank provided notice to each of the Borrowers of the Nimbus Defaults and the Oakdale Defaults and the requirement to deliver certain additional documents under the Offers of Financing that had not yet been provided by the Borrowers (the “**Additional Documents**”).
15. The Bank has not waived any of the Defaults but, subject to the terms and conditions of this Agreement, the Bank hereby agrees to forbear from enforcing its rights and remedies with respect to the Defaults until the Forbearance Deadline (as defined below) in order to provide the Credit Parties with an opportunity to cure the Defaults.

NOW THEREFORE:

16. In consideration of the Bank’s forbearance as described herein, for the other accommodations described herein, and for other good and valuable consideration, the

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receipt and sufficiency of which are hereby irrevocably acknowledged by the Credit Parties, the Credit Parties hereby agree with the Bank as follows:

ACKNOWLEDGEMENT

17. The Credit Parties acknowledge that each of the foregoing recitals is true and correct.
18. The Credit Parties acknowledge that, unless otherwise specified, all monetary amounts are expressed in Canadian dollars.
19. The Credit Parties acknowledge that:
 - (a) the Borrowers are indebted to the Bank pursuant to the Offers of Financing in the principal amounts specified in paragraphs 1 and 2 of this Agreement as at the date specified therein, together with interest and costs (including, without limitation, legal fees and disbursements) to the date of payment and that the Borrowers have no defences, counterclaims or rights of set-off or reduction in respect of their indebtedness to the Bank thereunder;
 - (b) the Credit Parties have no defences, counterclaims or rights of set-off or reduction in respect of the Borrowers' indebtedness to the Bank;
 - (c) the Borrowers are in default of their obligations to the Bank under the terms of the Offers of Financing and the amounts outstanding under the Credit Facilities are immediately due and owing; and
 - (d) given the occurrence of the Defaults, the Bank is entitled to exercise all of its rights and remedies against the Credit Parties at any time in the sole discretion of the Bank, including, without limitation, demanding payment of the Credit Facilities, demanding payment and performance of the Guarantees, and taking steps to enforce the Security.
20. Commencing on the business day following satisfaction of the Conditions Precedent (as defined below) and continuing until the earlier to occur of the Forbearance Deadline and the termination by the Bank of its accommodations in accordance with the terms of this Agreement (the "**Tolling Termination Date**"), the Bank and the Credit Parties agree to toll and suspend the running of the applicable statutes of limitation, laches or other doctrines related to the passage of time in relation to the Offers of Financing, the Credit Facilities, the Guarantees and the Security and any entitlements arising therefrom or any other related matters and any contractual time limitation on the commencement of proceedings, any claims or defenses based on the application of any statute of limitations, contractual limitations, or any time-related doctrine including waiver, estoppel or laches is hereby suspended (the "**Tolling Agreement**"). Each of the Credit Parties confirms that the Tolling 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) as well as the ultimate limitations period provided by section 15 of the *Limitations Act, 2002* (Ontario) in accordance with the provisions of section 22 of the *Limitations Act, 2002* (Ontario) and is

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intended to be a “business agreement” in accordance with section 22 of the *Limitations Act, 2002* (Ontario).

21. The time provided for under any statutes of limitations, laches, or any other doctrines related to the passage of time in relation to the Offers of Financing, the Credit Facilities, the Security, the Guarantees or any entitlement arising therefrom and any other related matters, will recommence running as of the Tolling Termination Date, and for greater certainty, the time during which the limitation period is suspended pursuant to the Tolling Agreement shall not be included in the computation of any limitation period.
22. The Credit Parties acknowledge and agree that the Security is valid, binding and enforceable in accordance with its terms, and that the Borrowers have no defences, counterclaims or rights of set-off or reduction to any claims which might be brought by the Bank thereunder.
23. The Guarantors acknowledge and agree that the Guarantees are valid, binding and enforceable in accordance with their terms and that the Guarantors have no defences, counterclaims or rights of set-off or reduction to any claims which might be brought by the Bank thereunder.
24. The Credit Parties hereby agree that upon the execution of this Agreement, they shall each absolutely and irrevocably release the Bank, its officers, directors and employees, the Bank’s counsel, Thornton Grout Finnigan LLP, and any other agents or representatives of the Bank (collectively, the “**Releasees**”) of and from any and all claims which they each may have in respect of the Releasees up to and including the date hereof including, without limitation, any actions taken by the Bank in dealing with the Credit Parties, the Offers of Financing, the Credit Facilities, the Security, the Guarantees or with the administration of the Borrowers’ accounts with the Bank.
25. In consideration of the Bank’s forbearance and the other accommodations described herein, the Borrowers agree to pay to the Bank a forbearance fee (the “**Forbearance Fee**”) in the amount of \$5,000, which shall be earned upon execution of this Agreement and become immediately due and payable upon execution of this Agreement. The Borrowers authorize the Bank to debit the Forbearance Fee from any of the Borrowers’ current accounts with the Bank.

CONDITIONS PRECEDENT

26. The forbearance and other accommodations granted by the Bank hereunder are subject to approval of the Bank’s credit committee and the Bank receiving the following in a form satisfactory to the Bank on or before 5:00 p.m. (ET) on April 26, 2021:
 - (a) a duly authorized, executed, and delivered original of this Agreement executed by each of the Credit Parties;
 - (b) payment of the Forbearance Fee, and

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- (c) a duly authorized, executed, and delivered original of the engagement letter (the “**BDO Engagement Letter**”) with BDO Canada Limited (the “**Consultant**”) dated April 1, 2021 executed by each of the Borrowers

(collectively, the “**Conditions Precedent**”).

27. The Conditions Precedent are for the sole benefit of the Bank and may be waived only by the Bank in writing. If the Conditions Precedent are not complied with to the satisfaction of the Bank by 5:00 p.m. on April 26, 2021, and the Bank does not waive satisfaction thereof, then the offer of forbearance and the other accommodations offered by the Bank hereunder shall immediately terminate.
28. Upon satisfaction of the Conditions Precedent, unless a Forbearance Terminating Event (as defined below) occurs under this Agreement, the Bank shall take no enforcement steps prior to **June 30, 2021** (the “**Forbearance Deadline**”).

CONDITIONS SUBSEQUENT

29. On or before 5:00 p.m. (Toronto time) on **May 31, 2021**, the Credit Parties shall have delivered the following to the Bank and the Consultant:
- (a) quarterly financial statements for each of the Borrowers for the third quarter of the 2020 fiscal year;
 - (b) financial statements for each of the Borrowers for the 2020 fiscal year;
 - (c) borrowing base certificate for November 2020 together with accounts receivable, accounts payable, work in progress, and inventory lists;
 - (d) borrowing base certificate for December 2020 together with accounts receivable, accounts payable, work in progress, and inventory lists; and
 - (e) financial covenant calculations for the quarters ending September 2020 and December 2020

(collectively, the “**Conditions Subsequent**”).

30. On or before the Forbearance Deadline, all reporting required pursuant to the Offers of Financing shall be current.
31. The Conditions Precedent are for the sole benefit of the Bank and may be waived only by the Bank in writing. If the Conditions Precedent are not complied with to the satisfaction of the Bank, in its sole discretion, by the dates and times provided for above, and the Bank does not otherwise waive satisfaction thereof, then a Forbearance Terminating Event shall be deemed to have occurred.

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AMENDMENTS TO CREDIT FACILITIES

32. The Borrowers and the Guarantors acknowledge and agree that, except as specifically amended herein, all terms and conditions of the Offers of Financing shall remain in effect, unamended.
33. Effective immediately, the Nimbus Net Risk Line, the Oakdale Net Risk Line, and the MasterCard Facility are hereby terminated and cancelled and no credit shall be available thereunder.
34. Effective immediately, each of the Credit Facilities shall bear interest at the Bank's Canadian Prime Rate plus 3.00% per annum to the date of payment.

COOPERATION WITH CONSULTANT

35. The engagement of the Consultant shall continue until terminated by the Bank. The Credit Parties hereby agree to cooperate fully with the Consultant pursuant to the terms of the BDO Engagement Letter.
36. The Credit Parties shall provide the Consultant with their full cooperation and unrestricted access to their respective financial records, and shall provide the Bank, the Consultant, and their agents or legal counsel with any information regarding the Credit Facilities, the financial position of any of the Credit Parties, or the Security, which the Bank may reasonably request from time to time. Without limiting the foregoing, the Borrower shall provide to the Bank updates on the status of the Defaults and the Borrowers' anticipated timeline for curing the Defaults, and shall immediately advise the Bank if the Borrowers will be unable to cure all of the Defaults in a manner satisfactory to the Bank in its sole discretion on or before the Forbearance Deadline.

ADDITIONAL COVENANTS

37. The Borrowers shall continue to pay when due all principal and interest payments under the Credit Facilities together with all legal fees and disbursements incurred by the Bank prior to and after the date of this Agreement in connection with the Credit Facilities (the "**Bank Legal Fees**").
38. Effective immediately, the Bank will not permit any of the Credit Facilities to exceed the maximum authorized amount available thereunder.
39. No intercompany transfers shall be permitted as between any of the Credit Parties other than in the ordinary course of business without the specific prior written consent of the Bank, which may be unreasonably withheld in the Bank's sole discretion.
40. None of the Credit Parties' assets may be sold other than in the ordinary course of business without the prior written consent of the Bank, which may be withheld in the Bank's sole discretion. The Credit Parties shall apply any proceeds from the sale of such assets in permanent reduction of the Credit Facilities, as determined by the Bank. The Borrowers also agree that they shall not, without the prior written consent of the Bank, compromise

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the amount of any accounts receivable payable to any of the Borrowers or otherwise compromise or reduce any amount owing to any of the Borrowers by a third party without the prior written consent of the Bank.

41. The Borrowers shall pay when due, or otherwise provide confirmation satisfactory to the Bank that payment arrangements satisfactory to the Bank have been entered into by the Borrowers to pay when due all amounts owing or required to be paid by the Borrowers, where a 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 the repayment of any amounts owing to it, including, without limitation, all amounts owing by the Borrowers to any federal, provincial, municipal or other government entity or Crown corporation, all statutory, actual or deemed trusts, all withholdings and source deductions, all accrued and unpaid payroll, including vacation pay, an amount equal to one month's rent plus all arrears of rent for either Borrowers' leased premises, realty taxes in respect of the Oakdale Property, and all amounts owing to any person having a lien, encumbrance, trust or charge ranking in priority to the Security (collectively, "**Prior Claims**").
42. The Borrowers agree that, unless otherwise agreed by the Bank in its sole discretion, the Borrowers shall not repurchase any of the shares of the Borrowers currently held by their shareholders or repay any shareholder loans during the term of this Agreement.
43. The Borrowers represent, warrant, covenant and agree that all business in the nature of or related to the business transacted by the Borrowers prior to the date hereof shall continue to be transacted in the name of and for the account of the Borrowers. In particular, no such business or transaction shall be performed in the name of or recorded or applied for the benefit of any person, firm or corporation other than the Borrowers.
44. The Credit Parties confirm to and in favour of the Bank that all assets secured by the Security are in existence, in the possession and control of the Credit Parties and have not been transferred, sold, encumbered or impaired in any manner which would deteriorate from or adversely affect the value of same.
45. The Borrowers agree to comply with all applicable environmental laws and regulations and to advise the Bank promptly of any action requests or violation notices received concerning any of the Borrowers' property and to hold the Bank harmless for any costs or expenses which the Bank incurs for any environment related liability existing now or in the future with respect to any of the Borrowers' property. The Borrowers certify that no environmental laws or regulations have been violated with respect to any of the Borrowers' property and, to the best of their knowledge, no proceedings have commenced or have been threatened to be instituted with respect to a breach of any environmental laws or regulations.
46. The Credit Parties shall indemnify the Bank for any damage which the Bank may suffer or any responsibility which it may incur as a result of non-compliance by the Borrowers with any applicable environmental laws and regulations affecting the Borrowers' assets or its business.

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47. None of the Bank's existing rights and remedies, nor any of the Defaults, are waived by this Agreement but are specifically reserved and preserved. However, subject to the provisions of this Agreement, the Bank agrees not to take any further steps in enforcement of its rights and remedies against the Credit Parties prior to the Forbearance Deadline unless and until one of the following events has occurred (each, a "**Forbearance Terminating Event**"):
- (a) any default or breach by any of the Credit Parties occurs under this Agreement or any further default or breach by any of the Credit Parties of any obligation or covenant occurs under the Offers of Financing, the Security, the Guarantees, or any other agreement between the Borrowers and the Bank, including any subsequent or further breach of any of the obligations or covenants which have resulted in any of the Defaults. For greater certainty, the continuation of any of the Defaults shall not constitute a Forbearance Terminating Event unless the Borrowers, or any of them, are required to remedy or otherwise take a specific step or action with respect to such Defaults pursuant to this Agreement and fails to do so;
 - (b) if any of the conditions or covenants set out herein are not satisfied by the dates specified herein and the Bank will not waive satisfaction thereof;
 - (c) if the Conditions Subsequent are not satisfied by the dates set out herein and the Bank does not otherwise waive satisfaction thereof;
 - (d) if any of the Credit Parties fail to make any payment when due to the Bank including, without limitation, if any of the Credit Parties fail to pay to the Bank when due any interest or Bank Legal Fees;
 - (e) any other creditor of any of the Credit Parties exercises or purports to exercise any rights against any of the property, assets or undertaking of any of the Credit Parties, or if any of the Credit Parties, or any creditor thereof brings any proceeding or takes any other action under the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada), the *Business Corporations Act* (Ontario) ("**OBCA**"), the *Canada Business Corporations Act*, the *Winding-Up Act* (Canada) or any similar legislation;
 - (f) if any steps are taken by the any of the Credit Parties or a third party to wind up or dissolve any of the Credit Parties without the prior written consent of the Bank, which may be withheld in the Bank's sole discretion;
 - (g) if any representation or warranty made by any of the Credit Parties in connection with the execution and delivery of this Agreement or in any of the Security shall prove to have been incorrect in any material respect at the time such representation or warranty was made;
 - (h) any default or failure by any of the Borrowers to make any payment of wages or other monetary remuneration payable by any of the Borrowers to their employees or independent contractors under the terms of any contract of employment or services contract, oral or written, express or implied (the "**Payroll**") or the failure

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by any of the Borrowers to pay to the relevant governmental authority when due any of the Prior Claims exigible in respect of a Payroll;

- (i) the sale, lease, transfer, relocation, abandonment or any other disposition of the assets of any of the Credit Parties out of the ordinary course of business, which are subject to the Security without the express prior written consent of the Bank;
- (j) if any license held by any of the Borrowers required to carry on business is suspended, terminated or the terms thereof are otherwise modified in a manner not acceptable to the Bank in its sole discretion;
- (k) any default or failure by any of the Borrowers to pay any of the Prior Claims when due;
- (l) if any of the representations or financial reporting information provided by any of the Credit Parties to the Bank proves to be false, misleading, inaccurate or incorrect in any material respect at the time such representation or financial reporting information was made or delivered;
- (m) if there has been, in the opinion of the Bank, a material adverse change in the affairs of any of the Borrowers or with respect to the security position of the Bank after the date hereof or if any action which any of the Credit Parties may take only with the prior consent of the Bank is taken by any of the Credit Parties without such consent being previously obtained from the Bank;
- (n) if any action which any of the Credit Parties may take only with the prior consent of the Bank is taken by any of the Credit Parties without such consent being previously obtained from the Bank;
- (o) if any of the Credit Parties fails to provide the Bank with the reporting or other information specified herein or in the Offers of Financing or as required from time to time. The Bank shall have no obligation to notify the Credit Parties if any reporting or any of the other information referred to above has not been received by the Bank by the deadline set out in this Agreement.

48. Upon the earlier of:

- (a) the Forbearance Deadline, or
- (b) the occurrence of a Forbearance Terminating Event,

the Bank may enforce, without further notice or delay, all of its rights and remedies against the Borrowers and/or the Guarantors including, without limitation, demanding payment of the Credit Facilities, taking steps to enforce the Security, and seeking the appointment of the Consultant (or any other qualified party as determined by the Bank in its sole discretion) as a receiver, receiver and manager or agent of the Borrowers. The Credit Parties specifically acknowledge and agree that if a Forbearance Terminating Event occurs and the Bank terminates its forbearance hereunder, the Credit Parties hereby irrevocably

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consent to the appointment of the Consultant (or any other qualified party as determined by the Bank in its sole discretion) as a receiver, receiver and manager or agent of the Bank's choosing of the assets, property and undertaking of the Borrower, and the Credit Parties hereby agree to fully co-operate with any such receiver, receiver and manager or agent in the realization of the Security.

49. The Credit Parties hereby irrevocably agree upon request by the Bank, to duly execute or deliver or cause to be executed or delivered to the Bank such further instruments, agreements or similar documents or do or cause to be done such further acts as may be necessary or desirable in the opinion of the Bank, acting reasonably, to carry out the provisions and purposes of this Agreement.
50. The Bank's forbearance from enforcing its rights and remedies against the Credit Parties and the other accommodations described herein may be terminated upon the occurrence of a Forbearance Terminating Event without requiring any further forbearance or delay on the part of the Bank.
51. All terms and conditions of the Offers of Financing and the Security shall continue in full force and effect save and except as expressly amended by this Agreement. To the extent that any provision thereof is inconsistent with this Agreement, this Agreement shall prevail.
52. The Credit Parties covenant to and in favour of the Bank and agree that, except as permitted herein, they will not grant any further security on any of their property, assets or undertakings without the prior written consent of the Bank, which may be withheld by the Bank in its sole discretion.
53. The Borrowers acknowledge and agree that there shall be no change of ownership or control of any of the Borrowers without the Bank's prior written consent, which consent may be withheld in the Banks's sole discretion.
54. Except as provided for herein or with the prior written consent of the Bank, the Credit Parties shall not loan funds, make equity investments or provide financial assistance to any third party by way of a guarantee, suretyship, or otherwise until such time as the Borrowers' indebtedness to the Bank has been permanently and entirely repaid.
55. The Borrowers shall not amalgamate with another corporation, purchase or redeem their shares or otherwise reduce their capital until such time as the Borrowers' indebtedness to the Bank has been permanently and entirely repaid or without the Bank's prior written consent.
56. Time shall be of the essence of this Agreement and this Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein.
57. This Agreement may be executed in counterparts, which counterparts taken together shall evidence an agreement as of the date first set out above.
58. The Borrowers hereby acknowledge and agree that the Bank may apply any amounts outstanding to the credit of any of the Borrowers and any account or accounts with the

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Borrowers as a set-off or in combination of the applicable Borrowers' indebtedness to the Bank. The application of any such funds shall be as the Bank may determine.

59. The Credit Parties agree to pay all present and future legal and Consultant fees and disbursements, on a full indemnity basis, incurred by the Bank in respect of or in any way related to the Borrowers, the Offers of Financing, the Guarantees, the Credit Facilities, or the Security including, without limitation, the Bank's legal fees in connection with the preparation and enforcement of this Agreement. The Borrowers authorize and direct the Bank to debit the amount of all such legal fees and disbursements from any of the Borrowers' accounts with the Bank.
60. Each of the Credit Parties represents and warrants in favour of the Bank that it has retained and consulted independent legal counsel and received the benefit of independent legal advice in connection with its rights and obligations under this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the parties have executed this Agreement.

The Bank

DATED at Toronto, Ontario this 22 day of April, 2021.

NATIONAL BANK OF CANADA

DocuSigned by:
Sonia de Lorenzi
Per: C48EAB3BAC494BF
Name: Sonia de Lorenzi
Title: Senior Manager

DocuSigned by:
P. Podsiadlo
Per: 124827F507900128
Name: Caroline Podsiadlo
Title: Senior Manager

The Borrowers

DATED at Toronto, Ontario this 26 day of April, 2021.

NIMBUS ENVIRONMENTAL SOLUTIONS INC.

Per: P. Bozzo
Name: Peter Bozzo
Title: President
(I have the authority to bind the Corporation)

OAKDALE ENTERPRISES INC.

Per: P. Bozzo
Name: Peter Bozzo
Title: President
(I have the authority to bind the Corporation)

The Guarantors

DATED at Toronto, Ontario this 26 day of April, 2021.

NIMBUS WATER SOLUTIONS INC.

Per: P. Bozzo
Name: Peter Bozzo
Title: President
(I have the authority to bind the Corporation)

365 PRO INSTALLATIONS INC.

Per: P. Bozzo
Name: Peter Bozzo
Title: President
(I have the authority to bind the Corporation)

WATER FILTER CART INC.

Per: P. Bozzo
Name: Peter Bozzo
Title: President
(I have the authority to bind the Corporation)

2242462 ONTARIO LTD.

Per: P. Bozzo
Name: Peter Bozzo
Title: President
(I have the authority to bind the Corporation)

P. Bozzo
PETER BOZZO

[Signature]
Witness as to execution

This is Exhibit "P" referred to in the
Affidavit of Sonia De Lorenzi sworn before me
this 19th day of August, 2021.



A Commissioner for taking affidavits

Andrea Fragala

From: De Lorenzi, Sonia <Sonia.DeLorenzi@bnc.ca>
Sent: May 28, 2021 11:54 AM
To: Peter Bozzo (peter@nimbuswatersystems.com)
Cc: Erica Cappello; Leanne Williams; Adam Driedger
Subject: Forbearance amendment

Peter,

We refer to the forbearance agreement between National Bank of Canada (the "Bank") and Nimbus Environmental Solutions Inc., Oakdale Enterprises Inc., and certain related-party guarantors (collectively, the "Credit Parties") dated April 22, 2021 (the "Forbearance Agreement"), a copy of which is attached hereto for ease of reference.

As an accommodation to the Credit Parties, the Bank hereby agrees to extend the deadline by which the Credit Parties are required to provide final versions of the documents referred to in paragraph 29 of the Forbearance Agreement to 5:00 p.m. (Toronto time) on June 15, 2021, subject to the Credit Parties providing the Bank with draft copies of such documents by 5:00 p.m. (Toronto time) on May 31, 2021.

In the event that the Credit Parties fail to comply with the revised deadlines noted above, a Forbearance Terminating Event (as defined in the Forbearance Agreement) shall be deemed to have occurred.

Except as expressly provided for herein, the terms and conditions of the Forbearance Agreement remain in full force and effect, unamended.

Please confirm acknowledgment and receipt of this e-mail.

Regards,

**Sonia de Lorenzi**

Senior Manager
Special Loans Group, Toronto (Transit: 4189-1)
Tel.: 416-367-0794
Fax : 416-367-1312
Sonia.delorenzi@bnc.ca

National Bank of Canada

130 King Street West, 29th Floor, Toronto (Ontario), M5X 1J9



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advised that you are strictly prohibited from reading, using, copying or disseminating the contents of this document. Please inform the sender immediately and delete this document immediately.

This is Exhibit "Q" referred to in the
Affidavit of Sonia De Lorenzi sworn before me
this 19th day of August, 2021.



A Commissioner for taking affidavits

Andrea Fragala

From: Adam Driedger
Sent: August 19, 2021 1:32 PM
To: Adam Driedger
Subject: Nimbus Update on Deliverables

From: De Lorenzi, Sonia <Sonia.DeLorenzi@bnc.ca>
Sent: Friday, June 4, 2021 8:16 AM
To: Peter Bozzo <peter@nimbuswatersystems.com>
Cc: ecappello@cslp.ca; Leanne Williams <LWilliams@tgf.ca>; Adam Driedger <ADriedger@tgf.ca>
Subject: RE: Nimbus Update on Deliverables

Peter,

We acknowledge receipt of your email. As you are aware, the Bank accommodated your request to extend the deadline in the forbearance agreement for the provision of certain documents to May 31, 2021. Those documents were not provided. As a result, and as we previously discussed, Nimbus is in default of the forbearance agreement (which default has not been waived) and the Bank is entitled to immediately enforce all of its rights and remedies which are expressly reserved and preserved, including taking steps to enforce its security. The Bank's continued support of Nimbus in the face of the default is in the sole discretion of the Bank on a day-to-day basis.

The Bank requires that you immediately provide full and complete copies of all letters, notices or other documents that you have received in the past 90 days regarding Michael Davidson or any of the companies related to Michael Davidson. We also request a call today or Monday with yourself and legal counsel to discuss the current status and next steps. Please advise as to your availability.

Regards,

**Sonia de Lorenzi**

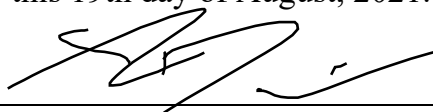
Senior Manager
Special Loans Group, Toronto (Transit: 4189-1)
Tel.: 416-367-0794
Fax : 416-367-1312
Sonia.delorenzi@bnc.ca

National Bank of Canada

130 King Street West, 29th Floor, Toronto (Ontario), M5X 1J9

Please consider the environment before printing this email

This is Exhibit "R" referred to in the
Affidavit of Sonia De Lorenzi sworn before me
this 19th day of August, 2021.

A handwritten signature in black ink, appearing to be 'S. De Lorenzi', written over a horizontal line.

A Commissioner for taking affidavits

July 26, 2021

VIA EMAIL [peter@nimbuswatersystems.com]

Nimbus Environmental Solutions Inc.
112 Oakdale Road
Toronto, ON M3N 1V9

**Attention: Panagioti (Peter) Bozzo,
Director & Officer**

Dear Sirs:

Re: Indebtedness of Oakdale Enterprises Inc. (“Oakdale”) and Nimbus Environmental Solutions Inc. (“Nimbus” and, collectively with Oakdale, the “Borrowers”) to National Bank of Canada (the “Bank”)

As you are aware, we are the solicitors for the Bank, a secured creditor of the Borrowers, with respect to the above-noted matter.

We refer to the credit facilities made available by the Bank to the Borrowers (the “**Credit Facilities**”) pursuant to certain Offers of Financing as follows: (i) with respect to Oakdale, an offer of financing dated August 1, 2019; and (ii) with respect to Nimbus, an offer of financing dated August 1, 2019, as amended from time to time (collectively, as amended, the “**Offers of Financing**”).

We further refer to Nimbus’ guarantee of Oakdale’s obligations to the Bank pursuant to an unlimited written guarantee dated August 28, 2019 (the “**Nimbus Guarantee**”). Nimbus’ obligations under the Nimbus Guarantee are payable on demand.

The Borrowers are in default of the terms of the Offers of Financing. In addition, the Credit Facilities are payable on demand. As at July 22, 2021, the Borrowers are indebted to the Bank in the total amount of CAD \$11,741,049.14 (the “**Indebtedness**”) as further set out in **Schedule “A”** hereto.

On behalf of the Bank, we hereby demand payment from you as direct borrower and as guarantor pursuant to the Nimbus Guarantee, of the said sum of CAD \$11,741,049.14 in respect of the Indebtedness, together with interest thereon and all costs, including all legal, consultant and other agent fees and disbursements, incurred by the Bank to the date of



Thornton Grout Finnigan LLP

2.

payment. Interest accrues on the Indebtedness at a rate that varies with the Bank's Canadian Prime Rate. As at today's date, interest is accruing in the amount of CAD \$1,740.86 per day.

In the event that you fail to pay the sum indicated by **4:00 p.m. on August 5, 2021**, the Bank shall pursue its remedies against you and will take whatever steps it deems appropriate to seek repayment of the amounts set out herein.

We also enclose at this time a Notice of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act* (Canada) together with a Consent thereto. If you consent to the Bank enforcing its rights and remedies without further delay, please date and execute one copy of the Consent attached to the enclosed Notice of Intention to Enforce Security and return same to the undersigned by email forthwith.

Yours truly,

Thornton Grout Finnigan LLP

A handwritten signature in black ink, appearing to be 'Leanne M. Williams', written over a circular scribble.

Leanne M. Williams
LMW/rgm

Encls.

cc: Sonia De Lorenzi, *National Bank of Canada*
Erica Cappello, *Capo Sgro LLP*
Adam Driedger, *Thornton Grout Finnigan LLP*

Schedule "A"

Indebtedness of Oakdale Enterprises Inc. and Nimbus Environmental Solutions Inc. to National Bank of Canada as at July 22, 2021

Facility	Principal Balance	Accrued Interest ¹ and Charges	Total	Per Diem
Oakdale Enterprises Inc.				
Term Loan	\$7,067,000.04	\$7,386.47	\$7,074,386.51	\$1,055.21
SUB-TOTAL	<u>\$7,067,000.04</u>	<u>\$7,386.47</u>	<u>\$7,074,386.51</u>	<u>\$1,055.21</u>
Nimbus Environmental Solutions Inc.				
Operating Line ²	\$2,000,000.00	\$7,746.46	\$2,007,746.46	\$298.63
Term Loan	\$2,591,999.96	\$10,062.64	\$2,602,062.60	\$387.02
SUB-TOTAL	<u>\$4,591,999.96</u>	<u>\$17,809.10</u>	<u>\$4,609,809.06</u>	<u>\$685.65</u>
Accrued Legal Fees³			<u>\$56,853.57</u>	-
TOTAL	<u>\$11,659,000.00</u>	<u>\$25,195.57</u>	<u>\$11,741,049.14</u>	<u>\$1,740.86</u>

¹ Subject to Canadian Prime Rate change. Interest Rate: P+3.00%. As at July 22, 2021, Canadian Prime Rate is 2.45%.

² Subject to balance fluctuations daily.

³ As at June 30, 2021.

E. & O. E.

**NOTICE OF INTENTION TO ENFORCE SECURITY
PURSUANT TO SECTION 244 OF THE
BANKRUPTCY AND INSOLVENCY ACT (CANADA)**

To: Nimbus Environmental Solutions Inc. (the “Company”)

Take notice that:

1. National Bank of Canada (the “**Bank**”), a secured creditor, intends to enforce its security on the property of the Company described below:
 - (a) all present and after-acquired personal property of the Borrower; and
 - (b) all proceeds of the foregoing collateral.
2. The security that is to be enforced is in the form of a General Security Agreement dated August 28, 2019 (the “**Security**”).
3. The total amount of the indebtedness secured by the Security is CAD \$11,741,049.14 as at July 22, 2021 (the “**Indebtedness**”), plus interest accruing thereafter and costs incurred by or charged to the Bank. Interest accrues on the Indebtedness at a rate that varies with the Bank’s Canadian Prime Rate. As at today’s date, interest is accruing in the amount of CAD \$1,740.86 per day.
4. The secured creditor will not have the right to enforce the security until the expiry of the 10-day period after this notice is sent, unless the Company consents to an earlier enforcement.

Dated at Toronto, Ontario, this 26th day of July, 2021.

**NATIONAL BANK OF CANADA
by Thornton Grout Finnigan LLP, its solicitors herein**



Per:

Leanne M. Williams
Email: lwilliams@tgf.ca
File no. 200-578

CONSENT

TO: NATIONAL BANK OF CANADA (the “Bank”)

FROM: Nimbus Environmental Solutions Inc. (the “Company”)

The Company acknowledges receipt of a Notice of Intention to Enforce Security delivered by the Bank.

For consideration received, the receipt and sufficiency of which are hereby irrevocably acknowledged, the Company hereby consents to the immediate enforcement by the Bank of the security held by it from the Company, and for the same consideration waives completely all rights to any delay by or any further notice from the Bank with respect to the enforcement of the Bank’s security and the exercise of the other remedies of the Bank against the Company.

DATED at _____ this _____ day of _____, 2021.

NIMBUS ENVIRONMENTAL SOLUTIONS INC.

Per: _____

Name:

Title:

I have the authority to bind the Company.

July 26, 2021

VIA EMAIL [peter@nimbuswatersystems.com]

Oakdale Enterprises Inc.
112 Oakdale Road
Toronto, ON M3N 1V9

**Attention: Peter Bozzo,
Director & Officer**

Dear Sirs:

Re: Indebtedness of Oakdale Enterprises Inc. (“Oakdale”) and Nimbus Environmental Solutions Inc. (“Nimbus” and, collectively with Oakdale, the “Borrowers”) to National Bank of Canada (the “Bank”)

As you are aware, we are the solicitors for the Bank, a secured creditor of the Borrowers, with respect to the above-noted matter.

We refer to the credit facilities made available by the Bank to the Borrowers (the “**Credit Facilities**”) pursuant to certain Offers of Financing as follows: (i) with respect to Oakdale, an offer of financing dated August 1, 2019; and (ii) with respect to Nimbus, an offer of financing dated August 1, 2019, as amended from time to time (collectively, as amended, the “**Offers of Financing**”).

We further refer to Oakdale’s guarantee of Nimbus’ obligations to the Bank pursuant to an unlimited written guarantee dated August 28, 2019 (the “**Oakdale Guarantee**”). Oakdale’s obligations under the Oakdale Guarantee are payable on demand.

The Borrowers are in default of the terms of the Offers of Financing. In addition, the Credit Facilities are payable on demand. As at July 22, 2021, the Borrowers are indebted to the Bank in the total amount of CAD \$11,741,049.14 (the “**Indebtedness**”) as further set out in **Schedule “A”** hereto.

On behalf of the Bank, we hereby demand payment from you as direct borrower and as guarantor pursuant to the Oakdale Guarantee, of the said sum of CAD \$11,741,049.14 in respect of the Indebtedness, together with interest thereon and all costs, including all legal, consultant and other agent fees and disbursements, incurred by the Bank to the date of payment. Interest accrues on the Indebtedness at a rate that varies with the Bank’s Canadian Prime Rate. As at today’s date, interest is accruing in the amount of CAD \$1,740.86 per day.



Thornton Grout Finnigan LLP

2.

In the event that you fail to pay the sum indicated by **4:00 p.m. on August 5, 2021**, the Bank shall pursue its remedies against you and will take whatever steps it deems appropriate to seek repayment of the amounts set out herein.

We also enclose at this time a Notice of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act* (Canada) together with a Consent thereto. If you consent to the Bank enforcing its rights and remedies without further delay, please date and execute one copy of the Consent attached to the enclosed Notice of Intention to Enforce Security and return same to the undersigned by email forthwith.

Yours truly,

Thornton Grout Finnigan LLP

A handwritten signature in black ink, appearing to be 'Leanne M. Williams', written over a circular scribble.

Leanne M. Williams
LMW/rgm

Encls.

cc: Sonia De Lorenzi, *National Bank of Canada*
Erica Cappello, *Capo Sgro LLP*
Adam Driedger, *Thornton Grout Finnigan LLP*

Schedule "A"

Indebtedness of Oakdale Enterprises Inc. and Nimbus Environmental Solutions Inc. to National Bank of Canada as at July 22, 2021

Facility	Principal Balance	Accrued Interest ¹ and Charges	Total	Per Diem
Oakdale Enterprises Inc.				
Term Loan	\$7,067,000.04	\$7,386.47	\$7,074,386.51	\$1,055.21
SUB-TOTAL	<u>\$7,067,000.04</u>	<u>\$7,386.47</u>	<u>\$7,074,386.51</u>	<u>\$1,055.21</u>
Nimbus Environmental Solutions Inc.				
Operating Line ²	\$2,000,000.00	\$7,746.46	\$2,007,746.46	\$298.63
Term Loan	\$2,591,999.96	\$10,062.64	\$2,602,062.60	\$387.02
SUB-TOTAL	<u>\$4,591,999.96</u>	<u>\$17,809.10</u>	<u>\$4,609,809.06</u>	<u>\$685.65</u>
Accrued Legal Fees ³			<u>\$56,853.57</u>	-
TOTAL	<u>\$11,659,000.00</u>	<u>\$25,195.57</u>	<u>\$11,741,049.14</u>	<u>\$1,740.86</u>

¹ Subject to Canadian Prime Rate change. Interest Rate: P+3.00%. As at July 22, 2021, Canadian Prime Rate is 2.45%.

² Subject to balance fluctuations daily.

³ As at June 30, 2021.

E. & O. E.

**NOTICE OF INTENTION TO ENFORCE SECURITY
PURSUANT TO SECTION 244 OF THE
BANKRUPTCY AND INSOLVENCY ACT (CANADA)**

To: Oakdale Enterprises Inc. (the “Company”)

Take notice that:

1. National Bank of Canada (the “**Bank**”), a secured creditor, intends to enforce its security on the property of the Company described below:

- (a) all present and after-acquired real and personal property of the Borrower; and
- (b) all proceeds of the foregoing collateral.

2. The security that is to be enforced is in the form of:

- (a) a General Security Agreement dated August 28, 2019;
- (a) a Charge/Mortgage in the principal amount of CAD \$12,600,000 registered on September 16, 2019 in the Land Registry Office for the Land Titles Division of Metro Toronto (LRO #80) as Instrument No. AT5237573, on title to the property municipally known as 112 Oakdale Road, Toronto, Ontario (the “**Property**”), and more specifically described as:
 - (i) PIN10293-0072(LT): PCLS 123-1 & 124-1 SECT. M770 LOTS 123 & 124 PL 66M770 TWP OF YORK/NORTH YORK, CITY OF TORONTO; and
- (b) a General Assignment of Rents and Leases dated August 28, 2019 registered on title to the Property on September 16, 2019 in the Land Registry Office for the Land Titles Division of Metro Toronto (LRO #80) as Instrument No. AT5237574

(collectively, the “**Security**”).

3. The total amount of the indebtedness secured by the Security is CAD \$11,741,049.14 as at July 22, 2021 (the “**Indebtedness**”), plus interest accruing thereafter and costs incurred by or charged to the Bank. Interest accrues on the Indebtedness at a rate that varies with the Bank’s Canadian Prime Rate. As at today’s date, interest is accruing in the amount of CAD \$1,740.86 per day.

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

Dated at Toronto, Ontario, this 26th day of July, 2021.

NATIONAL BANK OF CANADA
by Thornton Grout Finnigan LLP, its solicitors herein



Per:

Leanne M. Williams
Email: lwilliams@tgf.ca
File no. 200-578

CONSENT**TO: NATIONAL BANK OF CANADA (the “Bank”)****FROM: Oakdale Enterprises Inc. (the “Company”)**

The Company acknowledges receipt of a Notice of Intention to Enforce Security delivered by the Bank.

For consideration received, the receipt and sufficiency of which are hereby irrevocably acknowledged, the Company hereby consents to the immediate enforcement by the Bank of the security held by it from the Company, and for the same consideration waives completely all rights to any delay by or any further notice from the Bank with respect to the enforcement of the Bank’s security and the exercise of the other remedies of the Bank against the Company.

DATED at _____ this _____ day of _____, 2021.

OAKDALE ENTERPRISES INC.

Per: _____

Name:

Title:

I have the authority to bind the Company.

July 26, 2021

VIA EMAIL [peter@nimbuswatersystems.com]

365 Pro Installations Inc.
112 Oakdale Road
Toronto, ON M3N 1V9

**Attention: Panagioti (Peter) Bozzo,
Director & Officer**

Dear Sirs:

Re: Indebtedness of Oakdale Enterprises Inc. (“Oakdale”) and Nimbus Environmental Solutions Inc. (“Nimbus” and, collectively with Oakdale, the “Borrowers”) to National Bank of Canada (the “Bank”)

As you are aware, we are the solicitors for the Bank, a secured creditor of the Borrowers, with respect to the above-noted matter.

We refer to the credit facilities made available by the Bank to the Borrowers (the “**Credit Facilities**”) pursuant to certain Offers of Financing as follows: (i) with respect to Oakdale, an offer of financing dated August 1, 2019; and (ii) with respect to Nimbus, an offer of financing dated August 1, 2019, as amended from time to time (collectively, as amended, the “**Offers of Financing**”). The Borrowers are in default of the terms of the Offers of Financing. In addition, the Credit Facilities are payable on demand. As at July 22, 2021, the Borrowers are indebted to the Bank in the total amount of CAD \$11,741,049.14 (the “**Indebtedness**”) as further set out in **Schedule “A”** hereto.

We further refer to your guarantee of the Borrowers’ obligations to the Bank pursuant to two unlimited written guarantees dated August 28, 2019 (the “**365 Guarantees**”). Your obligations under the 365 Guarantees are payable on demand.

We have, on this date, issued demand for payment to the Borrowers. On behalf of the Bank, we hereby demand payment from you, on account of the 365 Guarantees, of the said sum of CAD \$11,741,049.14 in respect of the Indebtedness, together with interest thereon and all costs, including all legal, consultant and other agent fees and disbursements, incurred by the Bank to the date of payment. Interest accrues on the Indebtedness at a rate that varies with the Bank’s Canadian Prime Rate. As at today’s date, interest is accruing in the amount of CAD \$1,740.86 per day.

In the event that you fail to pay the sum indicated by **4:00 p.m. on August 5, 2021**, the Bank shall pursue its remedies against you and will take whatever steps it deems appropriate to seek repayment of the amounts set out herein.

We also enclose at this time a Notice of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act* (Canada) together with a Consent thereto. If you consent to the Bank enforcing its rights and remedies without further delay, please date and execute one copy of the Consent attached to the enclosed Notice of Intention to Enforce Security and return same to the undersigned by email forthwith.

Yours truly,

Thornton Grout Finnigan LLP



Leanne M. Williams
LMW/rgm

Encls.

cc: Sonia De Lorenzi, *National Bank of Canada*
Erica Cappello, *Capo Sgro LLP*
Adam Driedger, *Thornton Grout Finnigan LLP*

Schedule "A"

Indebtedness of Oakdale Enterprises Inc. and Nimbus Environmental Solutions Inc. to National Bank of Canada as at July 22, 2021

Facility	Principal Balance	Accrued Interest ¹ and Charges	Total	Per Diem
Oakdale Enterprises Inc.				
Term Loan	\$7,067,000.04	\$7,386.47	\$7,074,386.51	\$1,055.21
SUB-TOTAL	<u>\$7,067,000.04</u>	<u>\$7,386.47</u>	<u>\$7,074,386.51</u>	<u>\$1,055.21</u>
Nimbus Environmental Solutions Inc.				
Operating Line ²	\$2,000,000.00	\$7,746.46	\$2,007,746.46	\$298.63
Term Loan	\$2,591,999.96	\$10,062.64	\$2,602,062.60	\$387.02
SUB-TOTAL	<u>\$4,591,999.96</u>	<u>\$17,809.10</u>	<u>\$4,609,809.06</u>	<u>\$685.65</u>
Accrued Legal Fees ³			<u>\$56,853.57</u>	-
TOTAL	<u>\$11,659,000.00</u>	<u>\$25,195.57</u>	<u>\$11,741,049.14</u>	<u>\$1,740.86</u>

¹ Subject to Canadian Prime Rate change. Interest Rate: P+3.00%. As at July 22, 2021, Canadian Prime Rate is 2.45%.

² Subject to balance fluctuations daily.

³ As at June 30, 2021.

E. & O. E.

**NOTICE OF INTENTION TO ENFORCE SECURITY
PURSUANT TO SECTION 244 OF THE
BANKRUPTCY AND INSOLVENCY ACT (CANADA)**

To: 365 Pro Installations Inc. (the “Company”)

Take notice that:

1. National Bank of Canada (the “**Bank**”), a secured creditor, intends to enforce its security on the property of the Company described below:
 - (a) all present and after-acquired personal property of the Borrower; and
 - (b) all proceeds of the foregoing collateral.
2. The security that is to be enforced is in the form of a General Security Agreement dated August 28, 2019 (the “**Security**”).
3. The total amount of the indebtedness secured by the Security is CAD \$11,741,049.14 as at July 22, 2021 (the “**Indebtedness**”), plus interest accruing thereafter and costs incurred by or charged to the Bank. Interest accrues on the Indebtedness at a rate that varies with the Bank’s Canadian Prime Rate. As at today’s date, interest is accruing in the amount of CAD \$1,740.86 per day.
4. The secured creditor will not have the right to enforce the security until the expiry of the 10-day period after this notice is sent, unless the Company consents to an earlier enforcement.

Dated at Toronto, Ontario, this 26th day of July, 2021.

**NATIONAL BANK OF CANADA
by Thornton Grout Finnigan LLP, its solicitors herein**



Per:

Leanne M. Williams
Email: lwilliams@tgf.ca
File no. 200-578

CONSENT

TO: NATIONAL BANK OF CANADA (the “Bank”)

FROM: 365 Pro Installations Inc. (the “Company”)

The Company acknowledges receipt of a Notice of Intention to Enforce Security delivered by the Bank.

For consideration received, the receipt and sufficiency of which are hereby irrevocably acknowledged, the Company hereby consents to the immediate enforcement by the Bank of the security held by it from the Company, and for the same consideration waives completely all rights to any delay by or any further notice from the Bank with respect to the enforcement of the Bank’s security and the exercise of the other remedies of the Bank against the Company.

DATED at _____ this _____ day of _____, 2021.

365 PRO INSTALLATIONS INC.

Per: _____

Name:

Title:

I have the authority to bind the Company.

July 26, 2021

VIA EMAIL [peter@nimbuswatersystems.com]

2242462 Ontario Limited
112 Oakdale Road
Toronto, ON M3N 1V9

**Attention: Panagioti (Peter) Bozzo,
Director & Officer**

Dear Sirs:

Re: Indebtedness of Oakdale Enterprises Inc. (“Oakdale”) and Nimbus Environmental Solutions Inc. (“Nimbus” and, collectively with Oakdale, the “Borrowers”) to National Bank of Canada (the “Bank”)

As you are aware, we are the solicitors for the Bank, a secured creditor of the Borrowers, with respect to the above-noted matter.

We refer to the credit facilities made available by the Bank to the Borrowers (the “**Credit Facilities**”) pursuant to certain Offers of Financing as follows: (i) with respect to Oakdale, an offer of financing dated August 1, 2019; and (ii) with respect to Nimbus, an offer of financing dated August 1, 2019, as amended from time to time (collectively, as amended, the “**Offers of Financing**”). The Borrowers are in default of the terms of the Offers of Financing. In addition, the Credit Facilities are payable on demand. As at July 22, 2021, the Borrowers are indebted to the Bank in the total amount of CAD \$11,741,049.14 (the “**Indebtedness**”) as further set out in **Schedule “A”** hereto.

We further refer to your guarantee of the Borrowers’ obligations to the Bank pursuant to two unlimited written guarantees dated August 28, 2019 (the “**224 Guarantees**”). Your obligations under the 224 Guarantees are payable on demand.

We have, on this date, issued demand for payment to the Borrowers. On behalf of the Bank, we hereby demand payment from you, on account of the 224 Guarantees, of the said sum of CAD \$11,741,049.14 in respect of the Indebtedness, together with interest thereon and all costs, including all legal, consultant and other agent fees and disbursements, incurred by the Bank to the date of payment. Interest accrues on the Indebtedness at a rate that varies with the Bank’s Canadian Prime Rate. As at today’s date, interest is accruing in the amount of CAD \$1,740.86 per day.



Thornton Grout Finnigan LLP

2.

In the event that you fail to pay the sum indicated by **4:00 p.m. on August 5, 2021**, the Bank shall pursue its remedies against you and will take whatever steps it deems appropriate to seek repayment of the amounts set out herein.

We also enclose at this time a Notice of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act* (Canada) together with a Consent thereto. If you consent to the Bank enforcing its rights and remedies without further delay, please date and execute one copy of the Consent attached to the enclosed Notice of Intention to Enforce Security and return same to the undersigned by email forthwith.

Yours truly,

Thornton Grout Finnigan LLP

A handwritten signature in black ink, appearing to be 'Leanne M. Williams', written over a circular scribble.

Leanne M. Williams
LMW/rgm

Encls.

cc: Sonia De Lorenzi, *National Bank of Canada*
Erica Cappello, *Capo Sgro LLP*
Adam Driedger, *Thornton Grout Finnigan LLP*

Schedule "A"

Indebtedness of Oakdale Enterprises Inc. and Nimbus Environmental Solutions Inc. to National Bank of Canada as at July 22, 2021

Facility	Principal Balance	Accrued Interest ¹ and Charges	Total	Per Diem
Oakdale Enterprises Inc.				
Term Loan	\$7,067,000.04	\$7,386.47	\$7,074,386.51	\$1,055.21
SUB-TOTAL	<u>\$7,067,000.04</u>	<u>\$7,386.47</u>	<u>\$7,074,386.51</u>	<u>\$1,055.21</u>
Nimbus Environmental Solutions Inc.				
Operating Line ²	\$2,000,000.00	\$7,746.46	\$2,007,746.46	\$298.63
Term Loan	\$2,591,999.96	\$10,062.64	\$2,602,062.60	\$387.02
SUB-TOTAL	<u>\$4,591,999.96</u>	<u>\$17,809.10</u>	<u>\$4,609,809.06</u>	<u>\$685.65</u>
Accrued Legal Fees³			<u>\$56,853.57</u>	-
TOTAL	<u>\$11,659,000.00</u>	<u>\$25,195.57</u>	<u>\$11,741,049.14</u>	<u>\$1,740.86</u>

¹ Subject to Canadian Prime Rate change. Interest Rate: P+3.00%. As at July 22, 2021, Canadian Prime Rate is 2.45%.

² Subject to balance fluctuations daily.

³ As at June 30, 2021.

E. & O. E.

**NOTICE OF INTENTION TO ENFORCE SECURITY
PURSUANT TO SECTION 244 OF THE
BANKRUPTCY AND INSOLVENCY ACT (CANADA)**

To: 2242462 Ontario Limited (the “Company”)

Take notice that:

1. National Bank of Canada (the “**Bank**”), a secured creditor, intends to enforce its security on the property of the Company described below:
 - (a) all present and after-acquired personal property of the Borrower; and
 - (b) all proceeds of the foregoing collateral.
2. The security that is to be enforced is in the form of a General Security Agreement dated August 28, 2019 (the “**Security**”).
3. The total amount of the indebtedness secured by the Security is CAD \$11,741,049.14 as at July 22, 2021 (the “**Indebtedness**”), plus interest accruing thereafter and costs incurred by or charged to the Bank. Interest accrues on the Indebtedness at a rate that varies with the Bank’s Canadian Prime Rate. As at today’s date, interest is accruing in the amount of CAD \$1,740.86 per day.
4. The secured creditor will not have the right to enforce the security until the expiry of the 10-day period after this notice is sent, unless the Company consents to an earlier enforcement.

Dated at Toronto, Ontario, this 26th day of July, 2021.

**NATIONAL BANK OF CANADA
by Thornton Grout Finnigan LLP, its solicitors herein**



Per:

Leanne M. Williams
Email: lwilliams@tgf.ca
File no. 200-578

CONSENT

TO: NATIONAL BANK OF CANADA (the “Bank”)

FROM: 2242462 Ontario Limited (the “Company”)

The Company acknowledges receipt of a Notice of Intention to Enforce Security delivered by the Bank.

For consideration received, the receipt and sufficiency of which are hereby irrevocably acknowledged, the Company hereby consents to the immediate enforcement by the Bank of the security held by it from the Company, and for the same consideration waives completely all rights to any delay by or any further notice from the Bank with respect to the enforcement of the Bank’s security and the exercise of the other remedies of the Bank against the Company.

DATED at _____ this _____ day of _____, 2021.

2242462 ONTARIO LIMITED

Per: _____

Name:

Title:

I have the authority to bind the Company.

July 26, 2021

VIA EMAIL [peter@nimbuswatersystems.com]

Nimbus Water Systems Inc.
112 Oakdale Road
Toronto, ON M3N 1V9

**Attention: Panagioti (Peter) Bozzo,
Director & Officer**

Re: Indebtedness of Oakdale Enterprises Inc. (“Oakdale”) and Nimbus Environmental Solutions Inc. (“Nimbus” and, collectively with Oakdale, the “Borrowers”) to National Bank of Canada (the “Bank”)

As you are aware, we are the solicitors for the Bank, a secured creditor of the Borrowers, with respect to the above-noted matter.

We refer to the credit facilities made available by the Bank to the Borrowers (the “**Credit Facilities**”) pursuant to certain Offers of Financing as follows: (i) with respect to Oakdale, an offer of financing dated August 1, 2019; and (ii) with respect to Nimbus, an offer of financing dated August 1, 2019, as amended from time to time (collectively, as amended, the “**Offers of Financing**”). The Borrowers are in default of the terms of the Offers of Financing. In addition, the Credit Facilities are payable on demand. As at July 22, 2021, the Borrowers are indebted to the Bank in the total amount of CAD \$11,741,049.14 (the “**Indebtedness**”) as further set out in **Schedule “A”** hereto.

We further refer to your guarantee of the Borrowers’ obligations to the Bank pursuant to two unlimited written guarantees dated August 28, 2019 (the “**Nimbus Water Guarantees**”). Your obligations under the Nimbus Water Guarantees are payable on demand.

We have, on this date, issued demand for payment to the Borrowers. On behalf of the Bank, we hereby demand payment from you, on account of the Nimbus Water Guarantees, of the said sum of CAD \$11,741,049.14 in respect of the Indebtedness, together with interest thereon and all costs, including all legal, consultant and other agent fees and disbursements, incurred by the Bank to the date of payment. Interest accrues on the Indebtedness at a rate that varies with the Bank’s Canadian Prime Rate. As at today’s date, interest is accruing in the amount of CAD \$1,740.86 per day.



Thornton Grout Finnigan LLP

2.

In the event that you fail to pay the sum indicated by **4:00 p.m. on August 5, 2021**, the Bank shall pursue its remedies against you and will take whatever steps it deems appropriate to seek repayment of the amounts set out herein.

We also enclose at this time a Notice of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act* (Canada) together with a Consent thereto. If you consent to the Bank enforcing its rights and remedies without further delay, please date and execute one copy of the Consent attached to the enclosed Notice of Intention to Enforce Security and return same to the undersigned by email forthwith.

Yours truly,

Thornton Grout Finnigan LLP

A handwritten signature in black ink, appearing to be 'Leanne M. Williams', written over a circular stamp or seal.

Leanne M. Williams
LMW/rgm

Encls.

cc: Sonia De Lorenzi, *National Bank of Canada*
Erica Cappello, *Capo Sgro LLP*
Adam Driedger, *Thornton Grout Finnigan LLP*

Schedule "A"

Indebtedness of Oakdale Enterprises Inc. and Nimbus Environmental Solutions Inc. to National Bank of Canada as at July 22, 2021

Facility	Principal Balance	Accrued Interest ¹ and Charges	Total	Per Diem
Oakdale Enterprises Inc.				
Term Loan	\$7,067,000.04	\$7,386.47	\$7,074,386.51	\$1,055.21
SUB-TOTAL	<u>\$7,067,000.04</u>	<u>\$7,386.47</u>	<u>\$7,074,386.51</u>	<u>\$1,055.21</u>
Nimbus Environmental Solutions Inc.				
Operating Line ²	\$2,000,000.00	\$7,746.46	\$2,007,746.46	\$298.63
Term Loan	\$2,591,999.96	\$10,062.64	\$2,602,062.60	\$387.02
SUB-TOTAL	<u>\$4,591,999.96</u>	<u>\$17,809.10</u>	<u>\$4,609,809.06</u>	<u>\$685.65</u>
Accrued Legal Fees³			<u>\$56,853.57</u>	-
TOTAL	<u>\$11,659,000.00</u>	<u>\$25,195.57</u>	<u>\$11,741,049.14</u>	<u>\$1,740.86</u>

¹ Subject to Canadian Prime Rate change. Interest Rate: P+3.00%. As at July 22, 2021, Canadian Prime Rate is 2.45%.

² Subject to balance fluctuations daily.

³ As at June 30, 2021.

E. & O. E.

**NOTICE OF INTENTION TO ENFORCE SECURITY
PURSUANT TO SECTION 244 OF THE
BANKRUPTCY AND INSOLVENCY ACT (CANADA)**

To: Nimbus Water Systems Inc. (the “Company”)

Take notice that:

1. National Bank of Canada (the “**Bank**”), a secured creditor, intends to enforce its security on the property of the Company described below:
 - (a) all present and after-acquired personal property of the Borrower; and
 - (b) all proceeds of the foregoing collateral.
2. The security that is to be enforced is in the form of a General Security Agreement dated August 28, 2019 (the “**Security**”).
3. The total amount of the indebtedness secured by the Security is CAD \$11,741,049.14 as at July 22, 2021 (the “**Indebtedness**”), plus interest accruing thereafter and costs incurred by or charged to the Bank. Interest accrues on the Indebtedness at a rate that varies with the Bank’s Canadian Prime Rate. As at today’s date, interest is accruing in the amount of CAD \$1,740.86 per day.
4. The secured creditor will not have the right to enforce the security until the expiry of the 10-day period after this notice is sent, unless the Company consents to an earlier enforcement.

Dated at Toronto, Ontario, this 26th day of July, 2021.

**NATIONAL BANK OF CANADA
by Thornton Grout Finnigan LLP, its solicitors herein**



Per:

Leanne M. Williams
Email: lwilliams@tgf.ca
File no. 200-578

CONSENT

TO: NATIONAL BANK OF CANADA (the “**Bank**”)

FROM: Nimbus Water Systems Inc. (the “**Company**”)

The Company acknowledges receipt of a Notice of Intention to Enforce Security delivered by the Bank.

For consideration received, the receipt and sufficiency of which are hereby irrevocably acknowledged, the Company hereby consents to the immediate enforcement by the Bank of the security held by it from the Company, and for the same consideration waives completely all rights to any delay by or any further notice from the Bank with respect to the enforcement of the Bank’s security and the exercise of the other remedies of the Bank against the Company.

DATED at _____ this _____ day of _____, 2021.

NIMBUS WATER SYSTEMS INC.

Per: _____

Name:

Title:

I have the authority to bind the Company.

July 26, 2021

VIA EMAIL [peter@nimbuswatersystems.com]

Panagioti Peter Bozzo
c/o 112 Oakdale Road
Toronto, Ontario
M3N 1V9

Panagioti Peter Bozzo
45 Spalding Road
Toronto, Ontario
M3K 1J8

Dear Sir:

Re: Indebtedness of Oakdale Enterprises Inc. (“Oakdale”) and Nimbus Environmental Solutions Inc. (“Nimbus” and, collectively with Oakdale, the “Borrowers”) to National Bank of Canada (the “Bank”)

As you are aware, we are the solicitors for the Bank, a secured creditor of the Borrowers, with respect to the above-noted matter.

We refer to the credit facilities made available by the Bank to the Borrowers (the “**Credit Facilities**”) pursuant to certain Offers of Financing as follows: (i) with respect to Oakdale, an offer of financing dated August 1, 2019; and (ii) with respect to Nimbus, an offer of financing dated August 1, 2019, as amended from time to time (collectively, as amended, the “**Offers of Financing**”). The Borrowers are in default of the terms of the Offers of Financing. In addition, the Credit Facilities are payable on demand. As at July 22, 2021, the Borrowers are indebted to the Bank in the total amount of CAD \$11,741,049.14 (the “**Indebtedness**”) as further set out in **Schedule “A”** hereto.

We further refer to your guarantee of Oakdale’s obligations to the Bank pursuant to a written guarantee dated August 28, 2019, in the principal amount of CAD \$1,980,000.00 plus interest thereon from the date of demand, and your guarantee of Nimbus’ obligations to the Bank pursuant to a written guarantee dated August 28, 2019, in the principal amount of CAD \$1,482,500.00 plus interest thereon from the date of demand (collectively, the “**Guarantees**”). Your obligations under the Guarantees are payable on demand.

We have, on this date, issued demands for payment to the Borrowers. On behalf of the Bank, we hereby demand payment from you on account of the Guarantees of the sums of CAD \$1,980,000.00 and CAD \$1,482,500.00, respectively, in respect of the Indebtedness, together with interest thereon and all costs, including all legal, consultant and other agent fees and disbursements, incurred by the Bank to the date of payment. Interest accrues on the



Thornton Grout Finnigan LLP

2.

Indebtedness at a rate that varies with the Bank's Canadian Prime Rate. As at today's date, interest is accruing in the amount of CAD \$1,740.86 per day.

In the event that you fail to pay the sums indicated by **4:00 p.m. on August 5, 2021**, the Bank shall pursue its remedies against you and will take whatever steps it deems appropriate to seek repayment of the amounts set out herein.

Yours truly,

Thornton Grout Finnigan LLP

A handwritten signature in black ink, appearing to be 'Leanne M. Williams', written over a circular scribble.

Leanne M. Williams
LMW/rgm

Encls.

cc: Sonia De Lorenzi, *National Bank of Canada*
Erica Cappello, *Capo Sgro LLP*
Adam Driedger, *Thornton Grout Finnigan LLP*

Schedule "A"

Indebtedness of Oakdale Enterprises Inc. and Nimbus Environmental Solutions Inc. to National Bank of Canada as at July 22, 2021

Facility	Principal Balance	Accrued Interest ¹ and Charges	Total	Per Diem
Oakdale Enterprises Inc.				
Term Loan	\$7,067,000.04	\$7,386.47	\$7,074,386.51	\$1,055.21
SUB-TOTAL	<u>\$7,067,000.04</u>	<u>\$7,386.47</u>	<u>\$7,074,386.51</u>	<u>\$1,055.21</u>
Nimbus Environmental Solutions Inc.				
Operating Line ²	\$2,000,000.00	\$7,746.46	\$2,007,746.46	\$298.63
Term Loan	\$2,591,999.96	\$10,062.64	\$2,602,062.60	\$387.02
SUB-TOTAL	<u>\$4,591,999.96</u>	<u>\$17,809.10</u>	<u>\$4,609,809.06</u>	<u>\$685.65</u>
Accrued Legal Fees ³			<u>\$56,853.57</u>	-
TOTAL	<u>\$11,659,000.00</u>	<u>\$25,195.57</u>	<u>\$11,741,049.14</u>	<u>\$1,740.86</u>

¹ Subject to Canadian Prime Rate change. Interest Rate: P+3.00%. As at July 22, 2021, Canadian Prime Rate is 2.45%.

² Subject to balance fluctuations daily.

³ As at June 30, 2021.

E. & O. E.

July 26, 2021

VIA EMAIL [peter@nimbuswatersystems.com]

Water Filter Cart Inc.
112 Oakdale Road
Toronto, ON M3N 1V9

**Attention: Panagioti (Peter) Bozzo,
Director & Officer**

Dear Sirs:

Re: Indebtedness of Oakdale Enterprises Inc. (“Oakdale”) and Nimbus Environmental Solutions Inc. (“Nimbus” and, collectively with Oakdale, the “Borrowers”) to National Bank of Canada (the “Bank”)

As you are aware, we are the solicitors for the Bank, a secured creditor of the Borrowers, with respect to the above-noted matter.

We refer to the credit facilities made available by the Bank to the Borrowers (the “**Credit Facilities**”) pursuant to certain Offers of Financing as follows: (i) with respect to Oakdale, an offer of financing dated August 1, 2019; and (ii) with respect to Nimbus, an offer of financing dated August 1, 2019, as amended from time to time (collectively, as amended, the “**Offers of Financing**”). The Borrowers are in default of the terms of the Offers of Financing. In addition, the Credit Facilities are payable on demand. As at July 22, 2021, the Borrowers are indebted to the Bank in the total amount of CAD \$11,741,049.14 (the “**Indebtedness**”) as further set out in **Schedule “A”** hereto.

We further refer to your guarantee of the Borrowers’ obligations to the Bank pursuant to two unlimited written guarantees dated August 28, 2019 (the “**Water Filter Guarantees**”). Your obligations under the Water Filter Guarantees are payable on demand.

We have, on this date, issued demand for payment to the Borrowers. On behalf of the Bank, we hereby demand payment from you, on account of the Water Filter Guarantees, of the said sum of CAD \$11,741,049.14 in respect of the Indebtedness, together with interest thereon and all costs, including all legal, consultant and other agent fees and disbursements, incurred by the Bank to the date of payment. Interest accrues on the Indebtedness at a rate that varies with the Bank’s Canadian Prime Rate. As at today’s date, interest is accruing in the amount of CAD \$1,740.86 per day.



Thornton Grout Finnigan LLP

2.

In the event that you fail to pay the sum indicated by **4:00 p.m. on August 5, 2021**, the Bank shall pursue its remedies against you and will take whatever steps it deems appropriate to seek repayment of the amounts set out herein.

We also enclose at this time a Notice of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act* (Canada) together with a Consent thereto. If you consent to the Bank enforcing its rights and remedies without further delay, please date and execute one copy of the Consent attached to the enclosed Notice of Intention to Enforce Security and return same to the undersigned by email forthwith.

Yours truly,

Thornton Grout Finnigan LLP

A handwritten signature in black ink, appearing to be 'Leanne M. Williams', written over a circular scribble.

Leanne M. Williams
LMW/rgm

Encls.

cc: Sonia De Lorenzi, *National Bank of Canada*
Erica Cappello, *Capo Sgro LLP*
Adam Driedger, *Thornton Grout Finnigan LLP*

Schedule "A"

Indebtedness of Oakdale Enterprises Inc. and Nimbus Environmental Solutions Inc. to National Bank of Canada as at July 22, 2021

Facility	Principal Balance	Accrued Interest ¹ and Charges	Total	Per Diem
Oakdale Enterprises Inc.				
Term Loan	\$7,067,000.04	\$7,386.47	\$7,074,386.51	\$1,055.21
SUB-TOTAL	<u>\$7,067,000.04</u>	<u>\$7,386.47</u>	<u>\$7,074,386.51</u>	<u>\$1,055.21</u>
Nimbus Environmental Solutions Inc.				
Operating Line ²	\$2,000,000.00	\$7,746.46	\$2,007,746.46	\$298.63
Term Loan	\$2,591,999.96	\$10,062.64	\$2,602,062.60	\$387.02
SUB-TOTAL	<u>\$4,591,999.96</u>	<u>\$17,809.10</u>	<u>\$4,609,809.06</u>	<u>\$685.65</u>
Accrued Legal Fees ³			<u>\$56,853.57</u>	-
TOTAL	<u>\$11,659,000.00</u>	<u>\$25,195.57</u>	<u>\$11,741,049.14</u>	<u>\$1,740.86</u>

¹ Subject to Canadian Prime Rate change. Interest Rate: P+3.00%. As at July 22, 2021, Canadian Prime Rate is 2.45%.

² Subject to balance fluctuations daily.

³ As at June 30, 2021.

E. & O. E.

**NOTICE OF INTENTION TO ENFORCE SECURITY
PURSUANT TO SECTION 244 OF THE
BANKRUPTCY AND INSOLVENCY ACT (CANADA)**

To: Water Filter Cart Inc. (the “Company”)

Take notice that:

1. National Bank of Canada (the “**Bank**”), a secured creditor, intends to enforce its security on the property of the Company described below:
 - (a) all present and after-acquired personal property of the Borrower; and
 - (b) all proceeds of the foregoing collateral.
2. The security that is to be enforced is in the form of a General Security Agreement dated August 28, 2019 (the “**Security**”).
3. The total amount of the indebtedness secured by the Security is CAD \$11,741,049.14 as at July 22, 2021 (the “**Indebtedness**”), plus interest accruing thereafter and costs incurred by or charged to the Bank. Interest accrues on the Indebtedness at a rate that varies with the Bank’s Canadian Prime Rate. As at today’s date, interest is accruing in the amount of \$1,740.86 per day.
4. The secured creditor will not have the right to enforce the security until the expiry of the 10-day period after this notice is sent, unless the Company consents to an earlier enforcement.

Dated at Toronto, Ontario, this 26th day of July, 2021.

**NATIONAL BANK OF CANADA
by Thornton Grout Finnigan LLP, its solicitors herein**



Per:

Leanne M. Williams
Email: lwilliams@tgf.ca
File no. 200-578

CONSENT

TO: NATIONAL BANK OF CANADA (the “Bank”)

FROM: Water Filter Cart Inc. (the “Company”)

The Company acknowledges receipt of a Notice of Intention to Enforce Security delivered by the Bank.

For consideration received, the receipt and sufficiency of which are hereby irrevocably acknowledged, the Company hereby consents to the immediate enforcement by the Bank of the security held by it from the Company, and for the same consideration waives completely all rights to any delay by or any further notice from the Bank with respect to the enforcement of the Bank’s security and the exercise of the other remedies of the Bank against the Company.

DATED at _____ this _____ day of _____, 2021.

WATER FILTER CART INC.

Per: _____

Name:

Title:

I have the authority to bind the Company.

This is Exhibit "S" referred to in the
Affidavit of Sonia De Lorenzi sworn before me
this 19th day of August, 2021.



A Commissioner for taking affidavits

Court File No. CV-21-_____ -00CL

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

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

B E T W E E N:

NATIONAL BANK OF CANADA

Applicant

- and -

**NIMBUS ENVIRONMENTAL SOLUTIONS INC., OAKDALE ENTERPRISES INC.,
NIMBUS WATER SYSTEMS INC., 365 PRO INSTALLATIONS INC.,
2242462 ONTARIO LIMITED AND WATER FILTER CART INC.**

Respondents

CONSENT

BDO CANADA LIMITED hereby consents to act as Court-appointed Receiver in this proceeding should such an Order be granted by the Court.

Dated at Toronto, Ontario, this 19th day of August, 2021.

BDO CANADA LIMITED

Per:



Name: Matthew Marchand

Title: Senior Vice President

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

NATIONAL BANK OF CANADA

- and -

NIMBUS ENVIRONMENTAL SOLUTIONS INC., et al

Applicant

Respondents

Court File No. CV-21-_____-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto, Ontario

CONSENT

Thornton Grout Finnigan LLP

TD West Tower, Toronto-Dominion Centre
 100 Wellington Street West, Suite 3200
 Toronto, ON M5K 1K7
 Fax: (416) 304-1313

Leanne M. Williams (LSO# 41877E)

Email: lwilliams@tgf.ca

Tel: (416) 304-0060

Adam Driedger (LSO #77296F)

Email: adriedger@tgf.ca

Tel.: (416) 304-1152

Lawyers for the Applicant, National Bank of Canada

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

NATIONAL BANK OF CANADA

Applicant

- and -

NIMBUS ENVIRONMENTAL SOLUTIONS INC., et al

Respondents

Court File No. CV-21-00667395-00CL

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

Proceedings commenced at Toronto, Ontario

AFFIDAVIT OF SONIA DE LORENZI

Thornton Grout Finnigan LLP

TD West Tower, Toronto-Dominion Centre
100 Wellington Street West, Suite 3200
Toronto, ON M5K 1K7
Fax: (416) 304-1313

Leanne M. Williams (LSO# 41877E)

Email: lwilliams@tgf.ca

Tel: (416) 304-0060

Adam Driedger (LSO #77296F)

Email: adriedger@tgf.ca

Tel.: (416) 304-1152

Lawyers for the Applicant, National Bank of Canada

TAB 3

Court File No. CV-21-00667395-00CL

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

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

THE HONOURABLE)	MONDAY, THE 23 RD
)	
JUSTICE HAINEY)	DAY OF AUGUST, 2021

B E T W E E N:

NATIONAL BANK OF CANADA

Applicant

- and -

**NIMBUS ENVIRONMENTAL SOLUTIONS INC., OAKDALE ENTERPRISES INC.,
NIMBUS WATER SYSTEMS INC., 365 PRO INSTALLATIONS INC.,
2242462 ONTARIO LIMITED AND WATER FILTER CART INC.**

Respondents

**ORDER
(Appointing Receiver)**

THIS APPLICATION made by National Bank of Canada (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, appointing BDO Canada Limited (“**BDO**”) as receiver and manager (in such capacities, the “**Receiver**”), without security, of all of the assets, undertakings and properties of Nimbus

Environmental Solutions Inc., Oakdale Enterprises Inc. (“**Oakdale**”), Nimbus Water Systems Inc., 365 Pro Installations Inc., 2242462 Ontario Limited and Water Filter Cart Inc. (collectively, the “**Debtors**”), was heard this day via videoconference in light of the COVID-19 pandemic.

ON READING the Affidavit of Sonia de Lorenzi sworn August 19, 2021 and the Exhibits thereto and on hearing the submissions of counsel for the Applicant, and such other parties listed on the counsel slip, no one else appearing although duly served as appears from the Affidavit of Service of ► sworn August ►, 2021, and on reading the consent of BDO to act as the Receiver,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record herein is hereby abridged and validated such that this Application is properly returnable today, hereby dispenses with further service thereof, and authorizes substitute service via electronic mail.

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, BDO is hereby appointed Receiver, without security, of all of the assets, undertakings, and properties of each of the Debtors, acquired for, or used in relation to the business carried on by the Debtors, and all proceeds thereof (collectively, the “**Property**”). Without limiting the generality of the foregoing, “Property” shall include the lands and premises of Oakdale municipally known as 112 Oakdale Road, Toronto, Province of Ontario and more specifically described in Schedule “A” hereto (the “**Real Property**”).

RECEIVER'S POWERS

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

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;

- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (g) to settle, extend or compromise any indebtedness owing to the Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$100,000, provided that the aggregate consideration for all such transactions does not exceed \$250,000; and

(ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

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

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

- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have;
- (r) to create and manage any data room containing such documents and information as may be necessary or desirable to market the Property or the business of the Debtors; provided that the Receiver shall obtain the prior approval of this Court before commencing any sales or marketing process in respect of the Property or the business of the Debtors; and
- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

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

RECEIVER'S LEGAL COUNSEL

4. **THIS COURT ORDERS** that the Receiver may retain legal counsel to represent and advise the Receiver in connection with the exercise of the Receiver's powers and duties, including, without limitation, those conferred by this Order. Such legal counsel may include Thornton Grout Finnigan LLP, lawyers for the Applicant herein, in respect of any matter where there is no conflict of interest. The Receiver shall, however, retain independent legal counsel in respect of any legal advice or services where a conflict exists, or may arise.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

5. **THIS COURT ORDERS** that (i) the Debtors, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons

acting on their 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.

6. **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 Property or the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the “**Records**”) in that Person’s possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

7. **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.

8. **THIS COURT ORDERS** that that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

11. **THIS COURT ORDERS** that all rights and remedies against the Debtors, the Receiver, or affecting the Property, including, without limitation, licenses and permits, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any “eligible financial contract” as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtors to carry on any business which the Debtors are not lawfully entitled to carry on, (ii) exempt the Receiver or any or all of the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

13. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtors are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtors' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtors or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

14. **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

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

PIPEDA

16. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

17. **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

18. **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

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

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

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

FUNDING OF THE RECEIVERSHIP

22. **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 \$100,000

(or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the “**Receiver’s Borrowings Charge**”) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver’s Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

23. **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.

24. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule “B” hereto (the “**Receiver’s Certificates**”) for any amount borrowed by it pursuant to this Order.

25. **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

26. **THIS COURT ORDERS** that the Guide Concerning Commercial List E-Service (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: <https://www.bdo.ca/en-ca/extranets/Nimbusgroup>.

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

GENERAL

28. **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.

29. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of any or all of the Debtors.

30. **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.

31. **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.

32. **THIS COURT ORDERS** that the Applicant shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtors' estate with such priority and at such time as this Court may determine.

33. **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.

34. **THIS COURT ORDERS** that the Receiver, its counsel and counsel for the Applicant may serve or distribute this Order, or any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the creditors or any other stakeholders or other interested parties of the Debtors and their advisors (if any). For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

REGISTRATION ON TITLE

35. **THIS COURT ORDERS AND DIRECTS** that, as soon as practicable, the Land Registry Office for the Land Titles Division of Metro Toronto (No. 80) accept this Order for registration on title to the Real Property described in Schedule “A” hereto.

SCHEDULE "A"**Description of Real Property**

PIN10293-0072(LT): PCLS 123-1 & 124-1 SECT. M770 LOTS 123 & 124 PL 66M770 TWP OF YORK/NORTH YORK, CITY OF TORONTO, and municipally known as 112 Oakdale Road, Toronto, Province of Ontario.

SCHEDULE “B”

Receiver’s Certificate

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that BDO Canada Limited, the receiver (the “**Receiver**”) of the assets, undertakings and properties of Nimbus Environmental Solutions Inc., Oakdale Enterprises Inc. (“**Oakdale**”), Nimbus Water Systems Inc., 365 Pro Installations Inc., 2242462 Ontario Limited and Water Filter Cart Inc. (collectively, the “**Debtors**”), including, but not limited to, the lands and premises of Oakdale municipally known as 112 Oakdale Road, Toronto, Province of Ontario (the “**Real Property**”), acquired for, or used in relation to a business carried on by the Debtors (collectively, the “**Property**”) appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated the ► of August, 2021 (the “**Order**”) made in an application having Court File No. CV-21-_____-00CL, has received as such Receiver from the holder of this certificate (the “**Lender**”) the principal sum of \$►, being part of the total principal sum of \$► which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to

the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

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

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

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

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

DATED the _____ day of MONTH, 2021.

BDO Canada Limited, solely in its capacity as Receiver
of the Property, and not in its personal capacity

Per: _____

Name:

Title:

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

NATIONAL BANK OF CANADA

- and -

NIMBUS ENVIRONMENTAL SOLUTIONS INC., et al

Applicant

Respondents

Court File No. CV-21-00667395-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto, Ontario

ORDER
(appointing Receiver)

Thornton Grout Finnigan LLP

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 100 Wellington Street West, Suite 3200
 Toronto, ON M5K 1K7
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Lawyers for the Applicant, National Bank of Canada

TAB 4

Revised: January 21, 2014
~~s.243(1) BIA (National Receiver) and s. 101 CJA (Ontario) Receiver~~

Court File No. ~~_____~~ CV-21-00667395-00CL

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

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

THE HONOURABLE) ~~WEEKDAY~~MONDAY, THE #
 JUSTICE-) ~~DAY OF MONTH, 20YR~~23RD
)

JUSTICE HAINEY) DAY OF AUGUST, 2021

B E T W E E N:

~~PLAINTIFF~~[†]

Plaintiff

NATIONAL BANK OF CANADA

Applicant

- and -

~~DEFENDANT~~

Defendant

**NIMBUS ENVIRONMENTAL SOLUTIONS INC., OAKDALE ENTERPRISES INC.,
 NIMBUS WATER SYSTEMS INC., 365 PRO INSTALLATIONS INC., 2242462
 ONTARIO LIMITED AND WATER FILTER CART INC.**

~~†-The Model Order Subcommittee notes that a receivership proceeding may be commenced by action or by application. This model order is drafted on the basis that the receivership proceeding is commenced by way of an action.~~

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Respondents

ORDER
(~~appointing~~Appointing Receiver)

THIS ~~MOTION~~APPLICATION made by ~~the Plaintiff~~²National Bank of Canada (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 ~~[RECEIVER'S NAME]~~BDO Canada Limited ("BDO") as receiver ~~[and manager]~~ (in such capacities, the "Receiver"), without security, of all of the assets, undertakings and properties of ~~[DEBTOR'S NAME]~~ (the "Debtor") ~~acquired for, or used in relation to a business carried on by~~ Nimbus Environmental Solutions Inc., Oakdale Enterprises Inc. ("Oakdale"), Nimbus Water Systems Inc., 365 Pro Installations Inc., 2242462 Ontario Limited and Water Filter Cart Inc. (collectively, the Debtor "Debtors"), was heard this day ~~at 330 University Avenue, Toronto, Ontario~~ via videoconference in light of the COVID-19 pandemic.

ON READING the ~~affidavit~~Affidavit of ~~[NAME]~~Sonia de Lorenzi sworn ~~[DATE]~~August 19, 2021 and the Exhibits thereto and on hearing the submissions of counsel for ~~[NAMES]~~the Applicant, and such other parties listed on the counsel slip, no one else appearing ~~for [NAME]~~ although duly served as appears from the ~~affidavit~~Affidavit of ~~service~~Service of ~~[NAME]~~ [NAME] sworn ~~[DATE]~~August [], 2021, and on reading the consent of ~~[RECEIVER'S NAME]~~BDO to act as the Receiver,

²~~Section 243(1) of the BIA provides that the Court may appoint a receiver "on application by a secured creditor".~~

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of ~~Motion~~Application and the ~~Motion~~Application Record herein is hereby abridged and validated³~~-so~~ such that this ~~motion~~Application is properly returnable today~~-and,~~ hereby dispenses with further service thereof, and authorizes substitute service via electronic mail.

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, ~~[RECEIVER'S NAME]~~BDO is hereby appointed Receiver, without security, of all of the assets, undertakings, and properties of each of the ~~Debtor~~Debtors, acquired for, or used in relation to the business carried on by the ~~Debtor, including~~Debtors, and all proceeds thereof (collectively, the "Property"). Without limiting the generality of the foregoing, "Property" shall include the lands and premises of Oakdale municipally known as 112 Oakdale Road, Toronto, Province of Ontario and more specifically described in Schedule "A" hereto (the "Real 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:

³~~If service is effected in a manner other than as authorized by the Ontario Rules of Civil Procedure, an order validating irregular service is required pursuant to Rule 16.08 of the Rules of Civil Procedure and may be granted in appropriate circumstances.~~

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- (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~~Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the ~~Debtor~~Debtors;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the ~~Debtor~~Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the ~~Debtor~~Debtors and to exercise all remedies of the ~~Debtor~~Debtors in collecting such monies, including, without limitation, to enforce any security held by the ~~Debtor~~Debtors;

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- (g) to settle, extend or compromise any indebtedness owing to the ~~Debtor~~Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the ~~Debtor~~Debtors, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the ~~Debtor~~Debtors, the Property or the Receiver, and to settle or compromise any such proceedings.⁴ 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 \$~~_____~~100,000, provided that the aggregate consideration for all such transactions does not exceed \$~~_____~~250,000; and

~~⁴This model order does not include specific authority permitting the Receiver to either file an assignment in bankruptcy on behalf of the Debtor, or to consent to the making of a bankruptcy order against the Debtor. A bankruptcy may have the effect of altering the priorities among creditors, and therefore the specific authority of the Court should be sought if the Receiver wishes to take one of these steps.~~

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(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,⁵ 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;

⁵ ~~If the Receiver will be dealing with assets in other provinces, consider adding references to applicable statutes in other provinces. If this is done, those statutes must be reviewed to ensure that the Receiver is exempt from or can be exempted from such notice periods, and further that the Ontario Court has the jurisdiction to grant such an exemption.~~

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- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the ~~Debtor~~Debtors;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the ~~Debtor~~Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the ~~Debtor~~Debtors;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the ~~Debtor~~Debtors may have;
- (r) to create and manage any data room containing such documents and information as may be necessary or desirable to market the Property or the business of the Debtors; provided that the Receiver shall obtain the prior approval of this Court before commencing any sales or marketing process in respect of the Property or the business of the Debtors; 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~~Debtors, and without interference from any other Person.

RECEIVER'S LEGAL COUNSEL

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4. **THIS COURT ORDERS** that the Receiver may retain legal counsel to represent and advise the Receiver in connection with the exercise of the Receiver's powers and duties, including, without limitation, those conferred by this Order. Such legal counsel may include Thornton Grout Finnigan LLP, lawyers for the Applicant herein, in respect of any matter where there is no conflict of interest. The Receiver shall, however, retain independent legal counsel in respect of any legal advice or services where a conflict exists, or may arise.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

5. ~~4.~~ **THIS COURT ORDERS** that (i) the ~~Debtor~~Debtors, (ii) all of ~~its~~their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on ~~its~~their 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.

6. ~~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 Property or the business or affairs of the ~~Debtor~~Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver

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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.

7. ~~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.

8. ~~7.~~ **THIS COURT ORDERS** that 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

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and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE ~~DEBTOR~~DEBTORS OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

11. ~~10.~~ **THIS COURT ORDERS** that all rights and remedies against the ~~Debtor~~Debtors, the Receiver, or affecting the Property, including, without limitation, licenses and permits, 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

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shall (i) empower the Receiver or the ~~Debtor~~Debtors to carry on any business which the ~~Debtor~~is Debtors are not lawfully entitled to carry on, (ii) exempt the Receiver or any or all of the ~~Debtor~~Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

13. ~~12.~~ **THIS COURT ORDERS** that all Persons having oral or written agreements with the ~~Debtor~~Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the ~~Debtor~~Debtors are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the ~~Debtor's~~Debtors' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal

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payment practices of the ~~Debtor~~Debtors or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

14. ~~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

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

PIPEDA

16. ~~15.~~ **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a “Sale”). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the ~~Debtor~~ Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

17. ~~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*

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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

18. ~~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

19. ~~18.~~ **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the “Receiver’s Charge”) on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver’s Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and

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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.⁶

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

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

FUNDING OF THE RECEIVERSHIP

22. ~~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 \$~~_____~~100,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and

⁶~~Note that subsection 243(6) of the BIA provides that the Court may not make such an order "unless it is satisfied that the secured creditors who would be materially affected by the order were given reasonable notice and an opportunity to make representations".~~

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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.

23. ~~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.

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

25. ~~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

26. ~~25.~~ **THIS COURT ORDERS** that the ~~E-Service Protocol of the~~ Guide Concerning Commercial List E-Service (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

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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:

~~<@>~~ <https://www.bdo.ca/en-ca/extranets/Nimbusgroup>.

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

GENERAL

28. ~~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.

29. ~~28.~~ **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of any or all of the ~~Debtor~~Debtors.

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30. ~~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.

31. ~~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.

32. ~~31.~~ **THIS COURT ORDERS** that the ~~Plaintiff~~Applicant shall have its costs of this ~~motion~~application, up to and including entry and service of this Order, provided for by the terms of the ~~Plaintiff~~Applicant's security or, if not so provided by the ~~Plaintiff~~Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the ~~Debtor's~~Debtors' estate with such priority and at such time as this Court may determine.

33. ~~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~~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.

34. THIS COURT ORDERS that the Receiver, its counsel and counsel for the Applicant may serve or distribute this Order, or any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the creditors or any other stakeholders or other interested parties of the Debtors and their advisors (if any). For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

REGISTRATION ON TITLE

35. THIS COURT ORDERS AND DIRECTS that, as soon as practicable, the Land Registry Office for the Land Titles Division of Metro Toronto (No. 80) accept this Order for registration on title to the Real Property described in Schedule “A” hereto.

DOCSTOR: 1771742\8

SCHEDULE "A"

Description of Real Property

RECEIVER CERTIFICATE

PIN10293-0072(LT): PCLS 123-1 & 124-1 SECT. M770 LOTS 123 & 124 PL 66M770 TWP OF YORK/NORTH YORK, CITY OF TORONTO, and municipally known as 112 Oakdale Road, Toronto, Province of Ontario.

SCHEDULE "B"

Receiver's Certificate

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that ~~[RECEIVER'S NAME]~~ BDO Canada Limited, the receiver (the "Receiver") of the assets, undertakings and properties ~~[DEBTOR'S NAME]~~ of Nimbus Environmental Solutions Inc., Oakdale Enterprises Inc. ("Oakdale"), Nimbus Water Systems Inc., 365 Pro Installations Inc., 2242462 Ontario Limited and Water Filter Cart Inc. (collectively, the "Debtors"), including, but not limited to, the lands and premises of Oakdale municipally known as 112 Oakdale Road, Toronto, Province of Ontario (the "Real Property"), acquired for, or used in relation to a business carried on by the ~~Debtor, including all proceeds thereof~~ Debtors (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the _____ day ▶ of _____ August, 20 2021 (the "Order") made in an ~~action~~ application having Court ~~file number~~ CL File No. CV-21- _____ -00CL, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ _____ ▶, being part of the total principal sum of \$ _____ ▶ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

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

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

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

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

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

DATED the _____ day of _____ MONTH, ~~20~~ 2021.

[RECEIVER'S
NAME] BDO
Canada Limited,
solely in its
capacity as

Receiver of the
Property, and not
in its personal
capacity

Per
:

Name:
Title:

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

NATIONAL BANK OF CANADA

- and -

NIMBUS ENVIRONMENTAL SOLUTIONS INC., et al

Applicant

Respondents

Court File No. CV-21-00667395-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto, Ontario

ORDER
(appointing Receiver)

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Document comparison by Workshare Compare on Thursday, August 19, 2021 3:25:26 PM

Input:	
Document 1 ID	file:///C:/Users/adamd/Desktop/receivership-order-EN.doc
Description	receivership-order-EN
Document 2 ID	file:///C:/Users/adamd/Desktop/2021.08.19 Draft Order appointing receiver (Nimbus Environmental et al).docx
Description	2021.08.19 Draft Order appointing receiver (Nimbus Environmental et al)
Rendering set	Standard

Legend:	
Insertion	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:

	Count
Insertions	248
Deletions	223
Moved from	0
Moved to	0
Style changes	0
Format changes	0
Total changes	471

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

NATIONAL BANK OF CANADA

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CV-21-00667395-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto, Ontario

APPLICATION RECORD

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