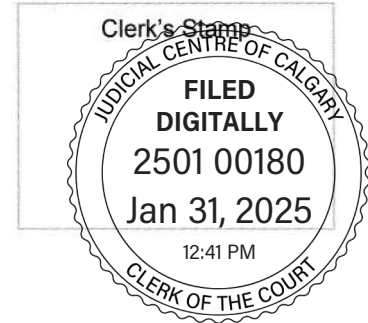


Form 49
[Rule 13.19]

COURT FILE NUMBER 2501-00180
 COURT COURT OF KING'S BENCH OF ALBERTA
 JUDICIAL CENTRE CALGARY
 PLAINTIFF ROYAL BANK OF CANADA
 DEFENDANTS MACCABEE & CO. INC., DAVID GROSS, and JANICE GROSS
 DOCUMENT **AFFIDAVIT**



ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
Burnet, Duckworth & Palmer LLP
 2400, 525-8th Avenue, S.W.
 Calgary, AB T2P 1G1
 Lawyer: David LeGeyt
 Phone: 403-260-0332
 Email: dlegeyt@bdplaw.com
 File: 55398-102

AFFIDAVIT OF NELLY BAKKER

Sworn/Affirmed on January 22, 2025

I, Nelly Bakker, of the City of Vancouver, in the Province of British Columbia, SWEAR AND SAY THAT:

1. I am a Senior Manager, Special Loans and Advisory Services Group of the Royal Bank of Canada ("**RBC**" or the "**Lender**"), the Plaintiff and applicant creditor herein and, as such, have personal knowledge of the matter deposed to except where stated to be based on information and belief, in which case I verily believe the same to be true.
2. I have reviewed the business record of RBC relevant to RBC's application seeking, among other relief, the appointment of a receiver and manager over all the current and future assets, undertakings and property of Maccabee & Co. Inc. ("**Maccabee**" or the "**Borrower**") and have satisfied myself that I possessed sufficient information and knowledge to swear this Affidavit on behalf of RBC.

The Defendants

3. Maccabee is a corporation incorporated under the laws of Alberta. An Alberta Corporation/Non-Profit search for Maccabee from the Alberta Corporate Registry is attached hereto and marked as **Exhibit "A"**. Maccabee's registered office is located in Coaldale, Alberta.
4. David Gross ("**David**") and Janice Gross ("**Janice**", and together with David the "**Guarantors**") are individuals who are residents of Alberta. David is the sole director of Maccabee. David and Janice are the shareholders of Maccabee.

The Loans and Indebtedness

5. RBC's extended credit facilities and related services (the "**Loans**") to Maccabee pursuant to, among others, are the following agreements (collectively, the "**Loan Agreements**"):
 - (a) an RBC Royal Bank Visa Business Card Agreement dated May 31, 2023; and
 - (b) a Credit Agreement dated May 18, 2023.
6. Copies of the Loan Agreements are attached hereto and collectively marked as **Exhibit "B"**.
7. As at January 2, 2025, Maccabee was indebted to RBC for \$1,078,173.05 in respect of the principal and interest owing pursuant to the Loans, plus interest, costs and legal fees, which continue to accrue (the "**Indebtedness**").

The Borrower Security

8. Maccabee granted, among others, the following security in favour of RBC in respect of all of its obligations, indebtedness, and liabilities under the Loans and Loan Agreements (collectively, the "**Borrower Security**"):
 - (a) a General Security Agreement ("**GSA**") dated May 18, 2023, a copy of which is attached hereto and marked as **Exhibit "C"**; and

(b) a Master Lease Agreement dated September 13, 2023, a copy of which is attached hereto and marked as **Exhibit "D"**.

9. RBC perfected its personal property security in Alberta by registering its interest with the Personal Property Registry (Alberta) (the "**Alberta PPR**"). An Alberta PPR Borrower Name Search for Maccabee dated June 25, 2024, is attached hereto and marked as **Exhibit "E"**.

The Guarantees & Guarantor Security

10. David and Janice granted the following guarantees and security in favour of the Lender with respect to the amounts owing by the Borrower under the Loan Agreements:

- (a) a guarantee in the principal amount of \$2,000,000 dated May 31, 2023 (the "**Guarantee**"), a copy of which is attached hereto and marked as **Exhibit "F"**; and
- (b) two postponements and assignments of claim dated May 18, 2023, copies of which are attached hereto and marked as **Exhibit "G"**.

(collectively, the "**Guarantor Security**" and together with the Borrower Security, the "**Security**").

Defaults and Demands

11. The Borrower and Guarantors are in default of their obligations to RBC including but not limited to, by reason of the following, which are continuing:
- (a) the failure to make scheduled payments to RBC in accordance with the Loan Agreements;
- (b) the ability of the Borrower to repay the Indebtedness owing to RBC is, or is about to be, impaired; and
- (c) RBC is of the opinion that there has been a material adverse change in the financial condition of the Borrower.

12. As a result of the defaults, on or about July 24, 2024, RBC issued a notice of default and demand for payment to the Borrower (the "**Borrower Demand**"), and concurrently delivered a notice of its intention to enforce its security pursuant to section 244 of the *Bankruptcy and Insolvency Act* (Canada) RSC 1985 c B-3 (a "**244 Notice**").
13. Also, on or about July 29, 2024, RBC issued a notice of default and a demand for payment and a 244 Notice to the Guarantors (the "**Guarantor Demand**" and together with the Borrower Demand, the "**Demands**"). Copies of the Demands and 244 Notices are attached hereto and collectively marked as **Exhibit "H"**.
14. Despite the issuance of the Demands for repayment of the Indebtedness, the Borrower and the Guarantors have failed, refused or otherwise neglected to repay the Indebtedness, and are in default of their obligations under the Loan Agreements, the Security and the Guarantee.

Forbearance

15. Effective August 30, 2023, as a result of, among other things, the Borrower's defaults under the Loan Agreements, RBC, the Borrower and the Guarantors entered into a Forbearance Agreement whereby, among other things, RBC agreed to forbear from exercising its rights under the Loan Agreements and the Security (the "**Forbearance Agreement**"). A copy of the Forbearance Agreement is attached hereto and marked as **Exhibit "I"**.
16. Pursuant to the provisions of the Forbearance Agreement, the Defendants, among other things,
 - (a) acknowledged that the Loan Agreements, the Guarantee and the Security, were properly executed and are valid, binding and enforceable in accordance with their terms;
 - (b) acknowledged the Indebtedness;
 - (c) waived their ability to dispute, in any way, the liability to repay the Indebtedness and acknowledged and agreed that they had no claim for set-off, counterclaim or damages on any basis whatsoever against RBC;

- (d) released RBC from all causes of action brought by the Borrower or Guarantors;
- (e) waived their defences to present any future legal actions or enforcement brought by RBC to collect the Indebtedness or enforce or realize upon the Security;
- (f) acknowledged that RBC has not waived any of its rights in respect of the Indebtedness, the Loans or any Events of Default (as defined in the Forbearance Agreement) contained in the Loan Agreements;
- (g) agreed to appoint BDO Canada Limited ("**BDO**") as Receiver of Maccabee;
- (h) confirmed that the Indebtedness would be reduced to \$0.00 by the expiry of the forbearance period being October 31, 2024; and
- (i) executed a Consent Receivership Order.

Appointment of Receiver

17. It is a term of the Security that if the Borrower is in default of its obligations to RBC, RBC may apply to this Honourable Court for the appointment of a receiver and manager.
18. RBC has lost confidence in the Borrower's management and is presently entitled to prosecute its legal remedies under the Security. RBC has the right to appoint or apply to this Honourable Court to appoint a receiver and manager over the property, assets and undertakings of the Borrower. RBC wishes to exercise that right at this time, which the Borrower has consented to.
19. I verily believe that the immediate appointment of a receiver and manager of all undertakings, assets and properties of the Borrower is just and convenient and is necessary to protect RBC's interests, including to preserve the remaining assets and property of the Borrower and to realize on RBC's Security.
20. I verily believe that BDO is qualified and prepared to act as receiver or receiver and manager of the Borrower. Attached hereto, marked as **Exhibit "J"** is a true copy of a Consent to Act executed by an authorized representative of BDO.

21. I make this Affidavit in support of RBC's application to appoint BDO as receiver or receiver and manager of the current and future assets, undertakings, and properties of the Borrower.

SWORN/AFFIRMED BEFORE ME at the City of)
Vancouver, in the Province of British Columbia,)
this 22 day of January, 2025.)
)
)

[Handwritten signature]

A Notary Public in and for the Province of British Columbia)

[Handwritten signature]

NELLY BAKKER

Sherryl Dubo
DENTONS CANADA LLP
Barristers & Solicitors
20th Floor, 250 Howe Street
Vancouver, B.C. V6C 3R8
Telephone (604) 687-4460

THIS IS EXHIBIT "A" REFERRED TO IN THE
AFFIDAVIT OF NELLY BAKKER.

SWORN/AFFIRMED BEFORE ME THIS
22 DAY OF JANUARY, 2025.



A Notary Public in and for the Province of British Columbia

DENTONS CANADA LLP
Barristers & Solicitors
20th Floor, 250 Howe Street
Vancouver, B.C. V6C 3R8
Telephone (604) 687-4460

Government Corporation/Non-Profit Search of Alberta ■ Corporate Registration System

Date of Search: 2024/06/25
 Time of Search: 11:11 AM
 Search provided by: ELDOR-WAL REGISTRATIONS (1987) LTD
 Service Request Number: 42419744
 Customer Reference Number:

Corporate Access Number: 2018157426
Business Number: 806868238
Legal Entity Name: MACCABEE & CO. INC.

Legal Entity Status: Active
Alberta Corporation Type: Named Alberta Corporation
Registration Date: 2014/04/17 YYYY/MM/DD

Registered Office:

Street: 1709 - 20 AVE
City: COALDALE
Province: ALBERTA
Postal Code: T1M1N2

Records Address:

Street: 1517 - 13 STREET
City: COALDALE
Province: ALBERTA
Postal Code: T1M0E4

Mailing Address:

Post Office Box: PO BOX 1360
City: COALDALE
Province: ALBERTA
Postal Code: T1M1N2

Email Address: ACCOUNTING@LDFASTLAW.COM

Primary Agent for Service:

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
FAST	LEONARD	D	LEONARD D FAST PROFESSIONAL CORPORATION	1709- 20 AVE PO BOX 1360	COALDALE	ALBERTA	T1M1N2	ACCOUNTING@LDFASTLAW.COM

Directors:

Last Name: GROSS
First Name: DAVID

Street/Box Number: 2317 - 19 STREET
City: COALDALE
Province: ALBERTA
Postal Code: T1M1G4

Voting Shareholders:

Last Name: GROSS
First Name: DAVID
Street: 2317 - 19 STREET
City: COALDALE
Province: ALBERTA
Postal Code: T1M1G4
Percent Of Voting Shares: 50

Last Name: GROSS
First Name: JANICE
Street: 2317 - 19 STREET
City: COALDALE
Province: ALBERTA
Postal Code: T1M1G4
Percent Of Voting Shares: 50

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure: SEE ATTACHED SCHEDULE 'A'
Share Transfers Restrictions: SEE ATTACHED SCHEDULE 'B'
Min Number Of Directors: 1
Max Number Of Directors: 7
Business Restricted To: NONE
Business Restricted From: NONE
Other Provisions: NONE

Associated Registrations under the Partnership Act:

Trade Partner Name	Registration Number
GRAIN STORAGE SOLUTIONS	TN21653506

Other Information:

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2024	2024/06/24

Filing History:

0010

List Date (YYYY/MM/DD)	Type of Filing
2014/04/17	Incorporate Alberta Corporation
2020/02/21	Update BN
2023/09/29	Change Director / Shareholder
2024/01/03	Change Address
2024/06/24	Enter Annual Returns for Alberta and Extra-Provincial Corp.

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2014/04/17
Restrictions on Share Transfers	ELECTRONIC	2014/04/17

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.



THIS IS EXHIBIT "B" REFERRED TO IN THE
AFFIDAVIT OF NELLY BAKKER.

SWORN/AFFIRMED BEFORE ME THIS
22 DAY OF JANUARY, 2025.



A Notary Public in and for the Province of British Columbia

DENTONS CANADA LLP
Barristers & Solicitors
20th Floor, 250 Howe Street
Vancouver, B.C. V6C 3R8
Telephone (604) 687-4460



**AGREEMENT AS TO LOANS AND ADVANCES AND SECURITY
UNDER SECTION 427 OF THE BANK ACT FOR SUCH LOANS AND ADVANCES**

1. In this agreement, "I", "my" and "mine" mean the individual who signs this agreement and if more than one individual signs this agreement, then these words mean each of them individually and "we", "our", "ours" and "us" mean all of them collectively.

"You", "your" and "yours" mean Royal Bank of Canada.

2. In consideration of the loan(s) or advance(s) being made and/or to be made in the future by you to me, I/we agree with you as follows.
3. All security now or in the future held by you for the payment of any of my/our debt or liability including security by way of warehouse receipt or bill of lading or under Section 427 of the Bank Act (such security being called the "security"), together with all property covered by or comprised in the security (such property being called the "property"), and all proceeds of the security and of the property, constitute a continuing collateral security for the payment of such debt or liability and also for the payment of:
- (a) interest on such debt or liability which, unless otherwise agreed, is calculated at your rate established from time to time and according to your usual custom, and
 - (b) all costs, charges and expenses reasonably incurred by you or the Receiver appointed by you under section 9 of this agreement, whether directly or for services rendered (including reasonable solicitors and auditors costs and other legal expenses and Receiver remuneration), in preparing or enforcing this agreement, taking and maintaining custody or, preserving, repairing, processing, preparing for disposition and disposing of the property and in enforcing the security, which costs, charges and expenses may be recovered by debiting any of my/our accounts with you, without prior notice.
4. I/We agree to keep the property insured to its full insurable value against loss or damage by fire, and, at your request, against loss or damage from any other cause, with insurers approved by you.

I/We will assign to you the policies evidencing such insurance or all claims under such insurance and have the loss made payable to you as you may require and I/we will deliver the policies to you. Should I/we fail to do so, you may, but will not be bound to, effect such insurance on the property as you see fit and I/we will on demand repay to you the amount of any premiums paid by you with interest on such amount at the rate and calculated in the manner mentioned above.

5. If you surrender to me/us the security or the property or any part or either of them, I/we will receive the same in trust (in Quebec, as mandatary) for you, and will deal with such security or property or any part of either of them as you may direct. At your request, I/we will give you security on the property so surrendered, or covered by the security so surrendered, to your satisfaction.
6. I/We assign to you and agree to pay to you or transfer to you immediately the proceeds of all sales by me/us of the property or any part of such property, including cash, debts arising from such sales or otherwise, evidences of title, instruments, documents and securities, which I/we may receive or be entitled to receive in respect thereof; until so paid or transferred, such proceeds will be held by me/us in trust (in Quebec, as mandatary) for you.

Execution by me/us and acceptance by you of an assignment of (in Quebec, of a hypothec on) book debts or any additional assignment (in Quebec, hypothec) of any of such proceeds is deemed to be in addition to this agreement and will not constitute your acknowledgement of any right or title on my/our part to such book debts or proceeds.

7. I/We will pay and discharge all claims in any way secured by or constituting a charge upon any part of the property and particularly, but without limiting the generality of the foregoing, all wages, salaries and other remuneration of all employees employed by me/us in connection with my/our business, farm or aquaculture operation in respect of which any property covered by the security is held or acquired by me/us.

At your request, I/we agree to provide proof of such payment and discharge and obtain and deliver such waivers or releases as you may deem necessary to secure the priority of your rights in the property.

8. I/we will on your demand and to your satisfaction deliver to you additional security. Should I/we fail to do so or to make due payment to you of any debt or liability or to observe any provision of this agreement, you may in your discretion cease or refrain from making loans or advances to me/us whether under any credit extended by you or otherwise, and all of my/our debts and liabilities to you will at your option be payable immediately and without any demand, and you are authorized:

(a) to sell at public or private sale or otherwise realize upon the security or any part of such security and all or any of the property whenever and wherever and for such price in money or other consideration and in such manner and upon such terms and conditions as you deem best, the whole without advertisement or notice to me/us or others; and

(b) to deal with the proceeds as provided in this agreement or as otherwise agreed.

without prejudice to your claims for any deficiency and free from any right of redemption I/we may have, which right is waived and released. I/we expressly waive all formalities prescribed by custom or by law in relation to any such sale or other realization.

9. You may without any demand but upon such notice as may be required, if any:

(a) enter, occupy, use, enjoy and exercise free of charge and to the exclusion of all others, including me/us, any and all premises and property (real and personal, immoveable and moveable) and rights, powers and privileges used, enjoyed or exercised by me/us in connection with the property or any part of such property or in or upon which the same may be (not being the premises of a warehouseman or carrier) until the property will be fully realized upon; and

(b) appoint or reappoint by instrument in writing, any person or persons, whether an officer or an employee or employees of yours or not, to be a receiver or receivers (the "Receiver", which term when used includes a receiver and manager) of the property (including any interest, income and profits from such property). You may remove such Receiver so appointed and appoint another. I/We have no power to revoke the appointment of the Receiver.

The Receiver will, so far as the responsibility of the Receiver for his/her acts is concerned, be deemed to be my/our agent and not your agent. You will not be in any way responsible for any misconduct, negligence or non-feasance on the part of the Receiver, or the Receiver's servants, agents or employees. Subject to the provisions of the instrument appointing the Receiver, the Receiver will have all the powers, rights and discretion granted to you by this agreement including the power to take possession of the property, to preserve the property or its value, to carry on or concur in carrying on all or any part of my/our business and to sell, lease or otherwise dispose or concur in selling, leasing or otherwise disposing of the property.

10. Any promissory note or bill of exchange received by you together with any securities or documents attached to or received with such promissory note or bills of exchange will be subject to the terms of this agreement. You and holders of any such bill or note may at any time before or after its maturity and whether or not it has been dishonoured, accept payment and deliver the securities or documents or accept partial payment and release part of the securities or of the property covered by the documents or any of them.

11. You may apply

- (a) all payments which you receive,
- (b) the proceeds of sales by me/us of the property or any part of such property, and
- (c) the proceeds of realization of any of the security or of the property which are applicable generally to my/our debts and liabilities to you,

against or, as you deem best, hold the same with all the powers, rights and discretion conferred on you by this agreement or otherwise, as continuing collateral security for the fulfillment of any or all obligations, present or future, direct or indirect, absolute or contingent, matured or not, of me/us to you whether arising from agreements or dealings between you and me/us or from any agreement or dealings with any third person by which you may be or become in any manner whatsoever a creditor of mine/ours or however otherwise arising and whether I/we be bound alone or with another or others and whether as principal or surety, and any such application by you may, in whole or in part, be changed by you as you deem best.

The proceeds of realization of any part of the security or of the property which are applicable only to part of my/our debts and liabilities to you will first be applied to such part of the debts and liabilities, and any surplus remaining after payment of such part may be held or applied by you for the purposes set out in and in accordance with the preceding paragraph of this Clause 11.

12. You may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with me/us, my/our creditors, sureties and others and with the property and other security as you may see fit without prejudice to my/our liability or your right to hold and realize the security.

13. I/We agree to execute, draw, endorse and deliver all such instruments and documents and do all such acts and things as you may deem necessary or desirable for the purpose of perfecting your title to the security or the property or the proceeds of either of them or of carrying into effect any or all of the provisions of this agreement or of securing the fulfillment of all my/our obligations to you.

I/We appoint you and your officers, and persons acting as managers of your branches or units where I/we keep an account and any person or persons named by you for these purposes, and any one of them acting alone, my/our attorney(s) with full power of substitution to do anything the said attorney(s) may deem expedient for the purpose of carrying into effect any or all of the provisions of this agreement. This appointment is made in consideration of a loan or loans, advance or advances, by you to me/us and is irrevocable and of full force and effect whenever and so often as any loan or advance by you to me/us is unpaid or any obligation to you is unfulfilled and notwithstanding any occurrence or event which would otherwise terminate such agency.

Every power, right and discretion vested by law in you or conferred upon you by this agreement may be exercised on your behalf by the said officers or acting officers of yours or any person or persons named by you for such purpose, and any one of them acting alone.

14. No delay or omission in exercising any of your rights or remedy under this agreement or with respect to any of my/our debt will operate as a waiver of such right or remedy, and no single or partial exercise of any right or remedy will preclude the exercise of any other right or remedy.

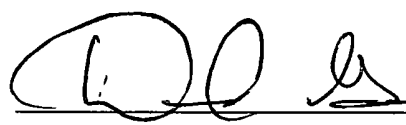
You may remedy any default by me/us in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by me/us.

All rights granted or recognized in your favour are cumulative and may be exercised at any time, independently or in combination.

- 15. When required by this agreement, a notice or demand addressed to me/us will be given in writing and will be sufficiently given if delivered to me/us or sent by prepaid registered mail addressed to me/us at the last address known to your branch or unit from which notice or demand is dispatched.
- 16. I/We waive the benefit of all rules of law or equity and compliance with any statutory provisions now or in the future in force inconsistent with any of the provisions of this agreement.
- 17. The provisions of this agreement are in addition to all other remedies existing in law and to all rights under existing agreements. No sale or delivery by me/us of any part of the property prejudices or affects your rights however arising in or with respect to property so sold or delivered. This is a continuing agreement and all its provisions extend to all my/our loans and advances with you and all my/our obligations to you at any time outstanding and to the security and the property as they may exist and all proceeds thereof. Every loan and advance now or made in the future is deemed to have been made upon the agreements contained in this agreement.
- 18. Nothing contained in this agreement obligates you to grant, continue, renew, extend time for payment of or accept anything which constitutes or would constitute a debt or liability of mine/ours.
- 19. This agreement is binding upon and enures to my/our and your benefit, and my/our and your respective heirs, executors, liquidators of successions, administrators, successors or assigns, as the case may be.
- 20. If more than one person executes this agreement, the obligations of such persons are joint and several.
- 21. In the event that any provisions of this agreement, as amended from time to time, are deemed to be invalid or void, in whole or in part, by any Court of competent jurisdiction, the remaining terms and provisions of this agreement remain in full force and effect.
- 22. The Undersigned has(have) expressly requested that this document be drawn up in the English language. Le(s) soussigné(s) a(ont) expressément demandé que ce document soit rédigé en langue anglaise.

Signed at Coaldale AB this June 1 2023
(MONTH) (DAY) (YEAR)

MACCABEE & CO. INC.



 Janice Gross

**ASSIGNMENT UNDER SECTION 427 OF THE BANK ACT
Special security in respect of Specified Property
or Classes of Property**

FOR GOOD AND VALUABLE CONSIDERATION, the undersigned assigns to ROYAL BANK OF CANADA (the "Bank") as continuing security for the payment of all loans and advances that have been or may be made by the Bank to the undersigned or renewals of such loans and advances or substitutions for such loans and advances, and interest on such loans and advances and on any such renewals or substitutions, all property and classes of property described below of which the undersigned is now or may in the future become the owner:

All grain, all crops growing or produced on the farm, all products of agriculture, all livestock, all agricultural equipment and all agricultural implements

and which is now or may in the future be in the place or places described below:

and any other place or places in Canada in which any of the assigned property may be located, or where the assigned property consists in whole or in part of fishing vessels, fishing equipment and supplies or products of the sea, lakes and rivers, wherever such property may be.

The undersigned irrevocably appoint(s) the Bank to make on its behalf certain payments which may be owing to the undersigned's creditor(s) as required from time to time out of such loans or advances.

This security is given under the provisions of section 427 of the Bank Act.

The property now owned by the undersigned and hereby assigned is free from any mortgage, lien or charge, other than previous assignments, if any, to the Bank and the undersigned warrants that the property which may be acquired in the future by the undersigned and is assigned hereby will be free from any mortgage, lien or charge, other than previous assignments, if any, to the Bank.

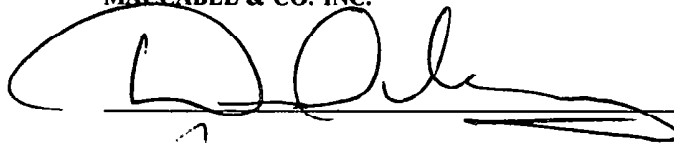
The undersigned acknowledges that this assignment is in addition to and not in substitution for any other assignment between the undersigned and the Bank.

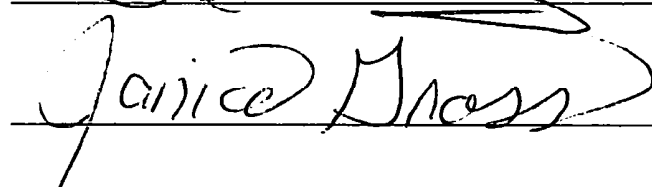
The undersigned has(have) expressly requested that this document be drawn up in the English language. Le(s) soussigné(s) a(ont) expressément demandé que ce document soit rédigé en langue anglaise.

Dated at: Coaldale AB this June 1 2023
(City/Town/Province) (Month/Day/Year)

NOTE: The description of vessels should include the number, name and port of registry of registered or recorded vessels being built or equipped or about to be built.

MACCABEE & CO. INC.







**PROMISE TO GIVE SECURITY
UNDER SECTION 427 OF THE BANK ACT AND
WAREHOUSE RECEIPTS AND/OR BILLS OF LADING**

To: **ROYAL BANK OF CANADA**
BUSINESS LENDING ORIGINATION GROUP
36 YORK MILLS RD 4TH FLR
TORONTO

ON M2P 0A4

June 1 2023
(Date)

In consideration of the Bank's granting and continuing to grant to the undersigned a revolving credit facility and making loans or advances including, where applicable, loans and advances by accepting, paying or making money available for the payment of bills of exchange not payable on demand drawn on the Bank by and payable to the order of the undersigned, the undersigned promise(s) and agree(s) to give the Bank security for any or all loans and advances by the Bank to the undersigned pursuant to this promise to give security by way of assignments under section 427 of the Bank Act and / or warehouse receipts and / or bills of lading.

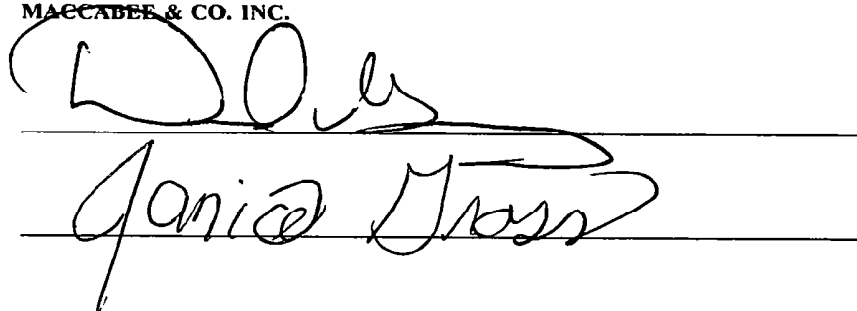
The undersigned promise(s) and agree(s) to give the Bank as often as requested warehouse receipts and / or bills of lading covering all the property or any part of such property which is now or may in the future be covered by warehouse receipts or bills of lading, as security for all the said loans and advances.

The undersigned appoint(s) the person for the time being acting as manager of the branch or unit of the Bank mentioned above, the attorney of the undersigned, on behalf of the undersigned, to give the Bank any and all security mentioned above and to sign or endorse and deliver any and all instruments and documents in connection with such security.

No security acquired by the Bank will be merged in any subsequent security or be taken to be substituted for any security previously acquired.

The undersigned has (have) expressly requested that this document be drawn up in the English language. Le(s) soussigné(s) a (ont) expressément demandé que ce document soit rédigé en langue anglaise.

MACCABEE & CO. INC.



Janice Brass

WAIVER**EDC BUSINESS CREDIT AVAILABILITY PROGRAM
(BCAP) GUARANTEE**

Export Development Canada ("EDC")
150 Slater Street
Ottawa, Ontario K1A 1K3
Canada

Institution: RBC Royal Bank

Obligor (borrower): MACCABEE & CO. INC.

Subject: EDC Suretyship(s) or Guarantee(s)

EDC may guarantee, in accordance with the terms of one or more EDC guarantee(s)/suretyship(s) (each an "EDC Guarantee", collectively the "EDC Guarantees"), payment to the Institution of amounts which the Obligor fails to pay pursuant to one or more agreements with the Institution (each a "Transaction Agreement", collectively "Transaction Agreements"). The undersigned has executed or may execute one or more guarantees/suretyships in favour of the Institution, guarantying certain obligations of the Obligor under the Transaction Agreements. In consideration of EDC issuing the EDC Guarantees to the Institution and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby:

- (a) **Contribution** - (i) expressly waives the benefit of all privileges and rights based on law, equity, statute or contract, which now or may hereafter be available to it against EDC as co-guarantor or co-surety including, without limitation, any right it may have as surety to obtain contribution from EDC as a co-guarantor or a co-surety, or (ii) if located in Québec, expressly waives the benefit of all privileges and rights it may have against EDC as co-guarantor or as solidary or joint surety, including, without limitation, any action in subrogation or the personal right of action that the undersigned may have against EDC under articles 1651, 1656, 1659 and 2360 of the Civil Code of Québec;
- (b) **Subrogation** - (i) acknowledges that it may become liable to EDC, either by way of subrogation of EDC to the rights of the Institution following payment under one or more EDC Guarantee or by way of assignment to EDC thereof; and (ii) agrees to execute and deliver such documents and do such things as may be necessary or desirable for EDC to benefit from such subrogation or assignment;
- (c) **Disclosure** - agrees (i) that any obligation of EDC to maintain confidentiality shall be subject to the requirements of applicable law, regulation or legal process and Canada's and/or EDC's international commitments; (ii) to EDC's disclosure, following the signing of the Transaction Agreement(s), of the following information: the name of the Institution, the EDC financial service provided and date of related agreement, a general description of the transactions/projects (including country), the amount of EDC support in an approximate dollar range and the name of the Obligor; and (iii) to the Institution's disclosure to EDC of any information of the undersigned, confidential or otherwise, including, without limitation, credit information, financial statements (audited and unaudited), payment history, business plans, business history and business organization; and
- (d) **Independent Legal Advice** - understands the nature and effect of, and agrees to be bound by the terms of this Waiver as set forth above and has obtained independent legal advice in respect of this Waiver or hereby waives such rights.

The parties to this agreement have expressly requested that it be drawn up in English. Les parties ont expressément demandé que cette entente soit rédigée en anglais.

This Waiver may be executed in any number of counterparts, all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF the undersigned has executed and delivered this Waiver.

Surety/Guarantor's name

(please print): Janice Gross

Signature: Janice Gross

I am authorized to bind the Surety/Guarantor

Name (please print): Janice Gross

Date: May 2/23

DECLARATION AND ACKNOWLEDGEMENT**EDC BUSINESS CREDIT AVAILABILITY PROGRAM
(BCAP) GUARANTEE**

Export Development Canada ("EDC")
150 Slater Street
Ottawa, Ontario K1A 1K3
Canada

Institution: RBC Royal Bank

Obligor (borrower): MACCABEE & CO. INC.

Subject: EDC Suretyship(s) or Guarantee(s)

EDC may guarantee, in accordance with the terms of one or more EDC guarantee(s)/suretyship(s) (each an "EDC Guarantee", collectively the "EDC Guarantees"), payment to the Institution of the amounts which the Obligor fails to pay pursuant to one or more agreements with the Institution (each a "Transaction Agreement", collectively "Transaction Agreements"). The Obligor hereby:

- (a) **Corruption** - declares that, with respect to the business supported by the Transaction Agreements: (i) neither the Obligor, its affiliates*, nor, to the best of the Obligor's knowledge (after reasonable inquiry in a manner consistent with reasonable commercial compliance practices), anyone acting on its or its affiliates' behalf: (a) have been or will knowingly be party to any action in connection with the business supported by the Transaction Agreements which is prohibited by applicable laws dealing with bribery (including, without limitation, Canada's *Corruption of Foreign Public Officials Act* ("CFPOA")) which make it illegal for persons to, directly or indirectly, give, offer, or agree to offer a loan, reward, advantage or benefit of any kind to any person in order to obtain or retain an advantage in the course of business; (b) are currently under charge in a court or are formally under investigation by public prosecutors or, within the last five years, have been convicted in a court for violation of laws of any country against bribery (including, without limitation, laws against bribery of foreign public officials) or, have entered into any form of settlement or other arrangement, including without limitation any publicly-available arbitral award in connection with the violation of laws against bribery; (ii) upon request, it agrees to provide to EDC the identity of persons acting on the Obligor's or its affiliates' behalf in connection with the business supported by the Transaction Agreements and the amount and purpose of commissions and fees paid, or agreed to be paid, to such persons, the country or jurisdiction in which the commissions and fees have been paid or agreed to be paid; (iii) the commissions and fees paid, or agreed to be paid, to any natural or legal person acting on behalf of the Obligor or its affiliates in connection with the business supported by the Transaction Agreements such as agents, is or will be, for legitimate services only; and (iv) it will notify EDC immediately should any of the foregoing representations no longer be true or accurate, upon a breach of any covenant contained herein;

*For the purpose of the business supported by the Transaction Agreements, affiliate means a person who is directly or indirectly controlled by the Obligor or by a person that also directly or indirectly controls the Obligor and who is connected to the business supported by the Transaction Agreements. For the purposes of the foregoing, control means de facto control.

- (b) **Environmental, Social and Human Rights** - declares that:

- (i) it is in material compliance with applicable environmental, social and human rights laws and regulations; and
- (ii) it is not aware of any significant or severe environmental, social and/or human rights risk associated with the business supported by the Transaction Agreements.

"Environmental, social and/or human rights risk" refers to any actual or potential adverse impacts on the environment, occupational health and safety, communities, and/or fundamental human rights or freedoms as stated in the International Bill of Human Rights, resulting from or associated with:

- a) the production or manufacturing of goods, sourced, produced, manufactured or sold by the Obligor or its affiliates, including foreign affiliates;
- b) services rendered by the Obligor and or its affiliates, including foreign affiliates; or
- c) the end use of goods produced, manufactured or sold by the Obligor or its affiliates, including foreign affiliates.

- (c) **Subrogation** - (i) confirms that it is aware of, and consents to, one or more EDC Guarantees being granted to the Institution; (ii) acknowledges that it and any guarantor/surety of the obligations under the Transaction Agreements may become liable to EDC, either by way of subrogation of EDC to the rights of the Institution or by way of assignment to EDC thereof; and (iii) agrees to execute and deliver such documents and do all such things as may be necessary or desirable for EDC to benefit from such subrogation or assignment;

- (d) **Disclosure** - agrees (i) that any obligation of EDC to maintain confidentiality shall be subject to the requirements of applicable law, regulation or legal process and Canada's and/or EDC's international commitments; (ii) to EDC's disclosure, following the signing of a Transaction Agreement of the following information: its name, the name of the Institution; the EDC financial service provided and date of the related agreement; a general description of the commercial transaction/project (including country); the amount of EDC support in an approximate dollar range; (iii)

to the Institution's disclosure to EDC of any information of the Obligor, confidential or otherwise, including, without limitation, credit information, financial statements (audited and unaudited), payment history, business plans, business history and business organization; and (iv) to EDC's disclosure to the Institution of the existence of any EDC policy or program under which the Obligor has coverage; and

(e) Independent Legal Advice - understands the nature and effect of, and agrees to be bound by, the terms of this Declaration and Acknowledgement as set forth above, and either has obtained independent legal advice in relation to this Declaration and Acknowledgement or hereby waives such right.

The parties to this agreement have expressly requested that it be drawn up in English. Les parties ont expressément demandé que cette entente soit rédigée en anglais.

This Declaration and Acknowledgement may be executed in any number of counterparts, all of which shall together constitute one and the same instrument.


IN WITNESS WHEREOF the undersigned has executed and delivered this Declaration and Acknowledgement.

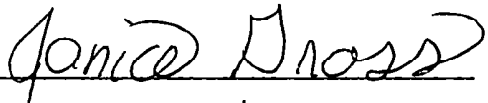
I am authorized to bind the Obligor

I am authorized to bind the Obligor

Name (please print): David Gross

Name (please print): Janice Gross

Signature: 

Signature: 

Date: May 2 2023

Date: May 2/23



SRF No.: 393428123

Legal Name (on RBC systems): **MACCABEE & CO. INC.**Legal Name: **MACCABEE & CO. INC.**

These Service Materials for the RBC Royal Bank® Commercial Card Program (“**Commercial Card Program Service Materials**”) form part of the Master Client Agreement for Business Clients (“**Agreement**”) between Royal Bank and the Customer and are supplementary to the Legal Terms and Conditions of the Agreement (“**Legal Terms and Conditions**”). These Commercial Card Program Service Materials apply to Commercial Card Products only, not to Business Card Products, except for the purpose of defining Card Facility Credit Limit, Temporary Credit Limit Amount and Total Credit Limit.

If there is any inconsistency between these Commercial Card Program Service Materials and the Legal Terms and Conditions, these Commercial Card Program Service Materials prevail to the extent of any inconsistency.

1. Definitions and Interpretation

All capitalized terms not defined herein have the meaning given in “Part C – Glossary” of the Legal Terms and Conditions, and the rules of interpretation prescribed by the Legal Terms and Conditions also apply.

In addition, for the purposes of the Services provided through the Commercial Card Program, the following defined terms will be used:

“**Account**” means the Customer Account, the Cardholder Account, the VPA Account or the Finance Office Account, as the case may be, to which Debt is charged.

“**Account Credit Limit**” means the Customer Account Credit Limit, the Cardholder Account Credit Limit, the VPA Account Credit Limit or the Finance Office Account Credit Limit, as the case may be.

“**Account Statement**” means an Account’s monthly Billing Statement or Memo Statement, as the case may be, made available to the Relevant Party by Royal Bank in electronic format through RBC NextLogic®, in paper format, or in any other alternative formats for accessibility purposes.

“**Agreement**” has the meaning given in the Legal Terms and Conditions and, for greater certainty, includes these Commercial Card Program Service Materials, any Documents in relation to RBC NextLogic or the RBC NextLogic Services and the Liability Waiver Insurance certificate that is provided to the Customer at the Customer Account opening for Cardholder Accounts.

“**Authorized Person**” means a Person, identified as a Signing Authority on the Signature Card, having the power and authority to sign these Commercial Card Program Service Materials on behalf of the Customer and legally bind the Customer.

“**Billing Statement**” means the monthly Account Statement, made available to the Relevant Party by Royal Bank, displaying relevant Account information, including each transaction, interest and Fees posted to one or more Cardholder Account(s) or VPA Account(s) during the Account Statement period, as well as payment information such as the Minimum Payment and the Payment Due Date.

“**Business Card Product**” means a Royal Bank business card product, including the RBC® Avion® Visa Infinite Business[‡], RBC Avion Visa[‡] Business, RBC Business Cash Back Mastercard[‡] or RBC Visa Business card product. Royal Bank may change this list at any time.

“**Card**” means any Physical Card and/or Virtual Card Number.

“**Card Facility Credit Limit**” means the amount of credit that Royal Bank grants to the Customer at the time the Commercial Card Program is established, and which represents the maximum aggregated amount of Debt that can remain outstanding and unpaid on all Business Card Product and Commercial Card Product accounts, collectively, belonging to the Customer. The Card Facility Credit Limit amount is disclosed in the box on the last page of these Commercial Card Program Service Materials. In certain circumstances, a Temporary Credit Limit Amount may be granted to the Customer in addition to the Card Facility Credit Limit.

“**Cardholder**” means an employee of the Customer to whom a Physical Card is issued at the request of the Customer, whose name is embossed on the Physical Card, and who has been authorized by the Customer to make Purchases and/or incur other charges with the Physical Card or the associated physical Card number on behalf of the Customer, in accordance with the Customer’s internal policies and the terms of these Commercial Card Program Service Materials.

“**Cardholder Account**” means an account established by the Customer under a Customer Account, in the name of a Cardholder and in conjunction with the issuance of a Physical Card, to which Debt may be charged. Only one (1) Physical Card can be issued on any Cardholder Account.

“**Cardholder Account Credit Limit**” means the maximum amount of Debt that can remain outstanding and unpaid on a Cardholder Account.

“**Cash Advance**” means a type of transaction, including a cash withdrawal or a Quasi-Cash Transaction, charged to a Cardholder Account using a physical (i.e. plastic) credit card alone.

“**Cash Advance Interest Rate**” means the annual interest rate applicable to Cash Advances. The Cash Advance Interest Rate is shown on each Billing Statement.

“**Commercial Card Product**” means a Royal Bank commercial card product, including the RBC Commercial Avion Visa (“**Commercial Avion**”), RBC Commercial Cash Back Visa (“**Commercial Cash Back**”), RBC Commercial U.S. Dollar Visa (“**Commercial U.S. Dollar**”) or RBC Commercial Visa (“**Commercial Visa**”) card product. Royal Bank may change this list at any time. For greater certainty, Commercial Card Products are available as Physical Cards and/or as Virtual Card Numbers generated from a VPA Account.

“**Commercial Card Program**” means the program established in accordance with these Commercial Card Program Service Materials, pursuant to which Royal Bank will issue Physical Cards to Employees of the Customer, enable VPA Users to generate Virtual Card Numbers to pay Suppliers and provide the Customer, Cardholders and Users with access to RBC NextLogic.

“**Customer**” means the legal entity identified in the “Authorization and Execution” section of these Commercial Card Program Service Materials as the Customer.

“**Customer Account**” means an account established by Royal Bank in the name of the Customer, tied to a 16-digit number, under which one or more Cardholder Account(s) and/or VPA Account(s) can be established by the Customer, and to which Debt may be charged. All Cardholder Accounts and Physical Cards issued to Cardholders under any Customer Account and all VPA Accounts form part of that Customer Account. A separate Customer Account is opened for each Commercial Card Product, and the Customer can have more than one Customer Account.

“**Customer Account Credit Limit**” means the maximum amount of Debt that can remain outstanding and unpaid on a Customer Account.

“**Debt**” means, on any day, the total amount owing to Royal Bank under these Commercial Card Program Service Materials. The Debt is made up of all amounts charged to each Account, including Purchases, Cash Advances, interest and Fees.

“**Document**” has the meaning given in the Legal Terms and Conditions.

“**Electronic Channel**” has the meaning given in the Legal Terms and Conditions and, for greater certainty, includes RBC NextLogic.

“**Eligible Purpose**” means a purpose that is authorized by the Customer for the use of the Cards and Accounts.

“**Employee of the Customer**” means a physical person who is hired by the Customer to perform work for the Customer in return for payment, in accordance with the Customer’s internal policies.

“**Fee**” means a fee that applies to an Account, as set out in these Commercial Card Program Service Materials, Cardholder Agreement and in any other Document Royal Bank may send to the Relevant Party from time to time.

“**Finance Office**” means, where established by the Customer, one or more department(s) within the Customer where the consolidated Billing Statements for certain Cardholder Accounts and/or VPA Accounts may be sent for billing and payment purposes.

“**Finance Office Account**” means an account established by the Customer in the name of a Finance Office that is tied to a 16-digit number, established at a level between the Customer Account and a Cardholder Account and/or VPA Account, and to which Debt may be charged. All Finance Office Accounts form part of that Customer Account, and the Customer can have more than one Finance Office Account.

“Finance Office Account Credit Limit” means the maximum amount of Debt that can remain outstanding and unpaid on a Finance Office Account.

“Grace Period” means the number of days between the last Statement Date and the Payment Due Date for an Account.

“Interest Rate” means either the Cash Advance Interest Rate or the Purchase Interest Rate, and Interest Rates means both the Cash Advance Interest Rate and the Purchase Interest Rate.

“Lead Program Administrator” means an Employee of the Customer who is designated by the Customer to manage the Commercial Card Program on behalf of the Customer, and whose responsibilities are described in the “Roles, Obligations and Responsibilities of the Lead Program Administrator(s)” sub-section of these Commercial Card Program Service Materials. If the Customer has a VPA Account to generate Virtual Card Numbers, at least one (1) Lead Program Administrator must also be designated as the VPA Administrator.

“Liability Waiver Insurance” means the RBC Royal Bank Liability Waiver Insurance made available to the Customer for Physical Cards and Cardholder Accounts under the Commercial Card Program.

“Losses” has the meaning given in the Legal Terms and Conditions.

“Memo Statement” means the monthly Account Statement made available to the Relevant Party by Royal Bank, in a memo format, displaying relevant Account information, including each transaction, interest and Fees posted to one or more Cardholder Account(s) and/or VPA Account(s) during the Account Statement period. For greater certainty, no payment information such as the Minimum Payment or the Payment Due Date appears on a Memo Statement.

“Merchant Category Code” means the code established by a payment network that identifies and classifies goods or services offered by a merchant.

“Merchant Category Code Group” means one or more Merchant Category Code(s) grouped together by Royal Bank.

“Minimum Payment” means the amount indicated as such on each Billing Statement.

“New Balance” means the amount indicated as such on each Billing Statement.

“Payment Due Date” means the date indicated as such on each Billing Statement.

“Person” has the meaning given in the Legal Terms and Conditions.

“Physical Card” means any physical (i.e. plastic) credit card issued to a Cardholder under the Commercial Card Program and the associated credit card number.

“PIN” means the personal identification number used by a Cardholder to perform certain transactions with a physical (i.e. plastic) credit card alone, including Purchases at points of sale and cash withdrawals at ATMs.

“Program Administrator” means the Lead Program Administrator(s) and any Secondary Program Administrator(s) designated by the Customer to manage the Physical Card aspects of the Commercial Card Program on behalf of the Customer.

“Purchase” means a purchase of goods or services (or both) that is charged to a Cardholder Account or a VPA Account. A Purchase may be made with a Physical Card and/or a Virtual Card Number.

“Purchase Interest Rate” means the annual interest rate applicable to Purchases. The Purchase Interest Rate is shown on each Billing Statement.

“Quasi-Cash Transaction” means a transaction that is similar or easily converted to cash and that Royal Bank treats as a Cash Advance, including money orders, wire transfers, travellers’ cheques and gaming transactions (including betting, off-track betting, race track wagers and casino gaming chips).

“RBC Express” means an Internet-based transaction and information service offered by Royal Bank, designed specifically to meet the cash management needs of business clients.

“RBC NextLogic” means the online tool provided by Visa (also referred to as “Visa IntelliLink Spend Management (VISM)” and/or “Visa Payables Automation (VPA)”) which enables the Customer to self-manage its Commercial Card Program and allows Cardholders and Users to access information on the Account, including consulting and searching their transactions, and retrieving the Account Statements.

“RBC NextLogic Services” means the data services that provide Account and transaction information to Customers for better expense management related to the Commercial Card Program, including Cardholder and VPA Account transaction data and enhanced data (data that provides more descriptive transaction information), reports, analysis and other services available to the Customer under RBC NextLogic from time to time. The RBC NextLogic Services also encompass Visa Payables Automation.

“Relevant Party” means a Customer, Cardholder, VPA Account Holder, VPA User or Finance Office, as the case may be.

“Royal Bank” means Royal Bank of Canada.

“Secondary Program Administrator” means an Employee of the Customer who is designated as such by the Customer or a Lead Program Administrator to assist the Lead Program Administrator(s) in managing the Commercial Card Program, and whose responsibilities are described in the “Roles, Obligations and Responsibilities of the Secondary Program Administrator(s)” sub-section of these Commercial Card Program Service Materials.

“Security Device” has the meaning given in the Legal Terms and Conditions.

“Security Questions and Answers” means the security questions and answers that VPA Users select for Suppliers to access and obtain Virtual Card Numbers generated from a VPA Account.

“Service” has the meaning given in the Legal Terms and Conditions and includes the Commercial Card Products, the Cards, RBC NextLogic and the RBC NextLogic Services.

“Signature Card” means the “Master Client Agreement for Business Clients – Signature Card” on which Signing Authorities, including Lead Program Administrator(s), are identified.

“Signing Authority” means each Authorized Person identified as such on the Signature Card.

“Statement Date” means the date on which the Account Statement is prepared.

“Supplier” means a Person that provides goods or services to the Customer.

“Temporary Credit Limit Amount” means the amount of credit that Royal Bank may grant to the Customer at the time the Commercial Card Program is established, for a limited period of time and in addition to the Card Facility Credit Limit, in order to facilitate the transition of the Customer’s Business Card Product accounts to Commercial Card Product accounts, provided the Customer meets certain conditions established by Royal Bank. When applicable, the Temporary Credit Limit Amount is disclosed in the box on the last page of these Commercial Card Program Service Materials.

“Terms of Use” means the terms of use, established by Visa, that each User will be asked to read and agree with upon first log-in to RBC NextLogic or upon first use of the applicable RBC NextLogic Services, and from time to time thereafter when prompted by Visa.

“Total Credit Limit” means the sum of the Card Facility Credit Limit and the Temporary Credit Limit Amount, when applicable.

“Unauthorized Charge” has the meaning given under the Liability Waiver Insurance.

“User” means each authorized user of RBC NextLogic and/or the RBC NextLogic Services, and includes a VPA User.

“Virtual Card Number” means a tokenized virtual credit card number that is generated by a VPA User from the Customer’s VPA Account to pay a Supplier after a VPA User approves the Supplier payment details entered into Visa Payables Automation.

“Visa” means Visa Canada Corporation, Visa Inc., Visa International Service Association, Visa Worldwide Pte Limited, and Visa U.S.A. Inc. including their subsidiaries and/or their affiliated entities.

“Visa Payables Automation” or **“VPA”** means a module within RBC NextLogic where VPA Users can generate Virtual Card Numbers to pay Suppliers.

“VPA Account” means an account established by a Customer under a Customer Account, tied to a 16 digit number, that enables VPA Users to generate Virtual Card Numbers, to which Debt may be charged. Multiple Virtual Card Numbers can be generated from the same VPA Account.

“VPA Account Credit Limit” means the maximum amount of Debt that can remain outstanding and unpaid on a VPA Account.

“VPA Account Holder” means an Authorized Person whose name appears on the VPA Account.

“VPA Administrator” means a Lead Program Administrator who is designated to assist with the management of a VPA Account(s) and the generation of Virtual Card Numbers, and whose responsibilities are described in the “Roles, Obligations and Responsibilities of the VPA Administrator(s)” sub-section of these Commercial Card Program Service Materials.

“VPA Secondary Administrator” means an Employee of the Customer who is designated by the VPA Administrator or Customer to assist with the management of VPA Account(s) and the generation of Virtual Card Numbers, and whose responsibilities are described in the “Roles, Obligations and Responsibilities of the VPA Secondary Administrator(s)” sub-section of these Commercial Card Program Service Materials.

“VPA User” means the VPA Administrator(s) and any VPA Secondary Administrator(s) who have been authorized by the Customer to make Purchases by generating Virtual Card Numbers on behalf of the Customer, in accordance with the Customer’s internal policies and the terms of these Commercial Card Program Service Materials.

2. Establishment of the Commercial Card Program

At the request of the Customer and subject to the approval of Royal Bank, the Customer and Royal Bank will establish the Commercial Card Program in accordance with such documentation as may be specified by Royal Bank. The Customer will provide Royal Bank with any credit and financial information about the Customer, including financial statements, that Royal Bank may request from time to time in order to establish and maintain the Commercial Card Program.

Once the Commercial Card Program is established: (i) the Customer will create Cardholder Accounts through RBC NextLogic and Royal Bank will issue Physical Cards to Employees of the Customer designated by the Customer; and /or (ii) Royal Bank will create VPA Account(s) in RBC NextLogic, which will enable VPA Users to generate Virtual Card Numbers to pay Suppliers. Physical Cards can only be issued to Employees of the Customer. Virtual Card Numbers can only be generated by VPA Users.

Upon commencement of the Commercial Card Program, the Customer may be required to provide Royal Bank with the number of a business account at Royal Bank from which certain costs under these Commercial Card Program Service Materials may be debited.

3. General Terms

These Commercial Card Program Service Materials apply to each Customer Account and to each Account under such Customer Account. They also apply if Royal Bank sends a renewal or replacement Physical Card to a Cardholder.

By executing these Commercial Card Program Service Materials, the Customer has requested the benefits and services provided automatically with the Commercial Card Product(s). Royal Bank may fulfill some of these services through third parties. These third parties, and not Royal Bank, are responsible to the Relevant Party for the benefits and services offered or provided by them.

Different types of Commercial Card Products come with different features. Optional features may be available at an additional cost to the Customer. If the Customer requests any of these optional features, Royal Bank may send the Customer a separate Document outlining any additional terms and conditions for the optional feature(s).

Upon issuance of the Physical Card, Royal Bank will provide each Cardholder with a Cardholder Agreement outlining the terms and conditions for the use of the Physical Card by the Cardholder.

Physical Cards remain the property of Royal Bank.

Upon opening the VPA Account, Royal Bank will provide the VPA Account Holder and VPA Administrator with the insurance coverage certificates associated with the VPA Account.

4. Roles, Obligations and Responsibilities

4.1. Of the Customer

As part of the Commercial Card Program, the Customer's obligations and responsibilities include:

- (a) establishing strategies, goals, policies and procedures for the Commercial Card Program;
- (b) creating and implementing a policy and controls concerning the use of Accounts and Cards, including limiting their use to Eligible Purposes;
- (c) establishing controls to enforce the Customer's rules and policies and inform Cardholders and VPA Users of such controls;
- (d) designating one or more Lead Program Administrator(s), in accordance with policies established by Royal Bank from time to time, whose responsibilities are described in the "Roles, Obligations and Responsibilities of the Lead Program Administrator(s)" sub-section of these Commercial Card Program Service Materials;
- (e) if applicable, designating one or more Secondary Program Administrator(s), in accordance with policies established by Royal Bank from time to time, whose responsibilities are described in the "Roles, Obligations and Responsibilities of the Secondary Program Administrator(s)" sub-section of these Commercial Card Program Service Materials;
- (f) if VPA is enabled, designating one or more of the Lead Program Administrator(s), to also be the VPA Administrator(s), in accordance with policies established by Royal Bank from time to time, whose responsibilities are described in the "Roles, Obligations and Responsibilities of the VPA Administrator(s)" sub-section of these Commercial Card Program Service Materials;
- (g) if VPA is enabled and if applicable, designating one or more VPA Secondary Administrator(s), in accordance with policies established by Royal Bank from time to time, whose responsibilities are described in the "Roles, Obligations and Responsibilities of the VPA Secondary Administrator(s)" sub-section of these Commercial Card Program Service Materials;

- (h) authorizing Royal Bank to rely on all instructions, directions, authorizations and other communications Royal Bank receives from the Authorized Persons, Program Administrators, VPA Users and Users in connection with the Commercial Card Program, whether communicated verbally, through an Electronic Channel or in writing, and remaining liable for all such instructions, directions, authorizations and other communications;
- (i) remaining liable for all Debt under the Card Facility Credit Limit, or the Total Credit Limit when applicable, except as otherwise specifically set out in these Commercial Card Program Service Materials;
- (j) ensuring payments are made on time on Accounts, in accordance with these Commercial Card Program Service Materials;
- (k) auditing its expense management program and procedures for generating Virtual Card Numbers to ensure compliance with the policies and procedures implemented by the Customer in connection with the Commercial Card Program, and ensuring that any audit program includes a process by which the Customer can monitor the instructions provided by the Authorized Person, Program Administrators, VPA Users and Users to Royal Bank; and
- (l) making changes to, or terminating, the Commercial Card Program.

4.2. Of the Lead Program Administrator(s)

As part of the Commercial Card Program, the Customer will designate one or more Lead Program Administrator(s). A Lead Program Administrator's responsibilities include:

- (a) managing the Commercial Card Program on the Customer's behalf, including helping with the initial onboarding and set-up process for Physical Cards, as well as performing day-to-day and maintenance activities;
- (b) acting as the primary contact for Cardholders and Users;
- (c) acting as the main administrator in RBC NextLogic, including setting up new Users as well as maintaining User information and keeping it up-to-date;
- (d) being responsible for User training in RBC NextLogic;
- (e) authorizing Royal Bank to process Cardholder Account requests and issue Physical Cards;
- (f) performing various changes to Cardholder Accounts through RBC NextLogic, including changing Cardholder profiles and Cardholder Account Credit Limits;
- (g) maintaining Cardholder files;
- (h) if applicable, designating one or more Employee(s) of the Customer to be a Secondary Program Administrator, whose responsibilities are described in the "Roles, Obligations and Responsibilities of the Secondary Program Administrator" sub-section of these Commercial Card Program Service Materials;
- (i) informing Royal Bank if it becomes aware of a lost, stolen or intercepted Physical Card;
- (j) reporting immediately to Royal Bank any fraudulent transaction or suspected fraudulent transaction on an Account or in RBC NextLogic, any unauthorized access or suspected unauthorized access to RBC NextLogic, any unauthorized use or suspected unauthorized use of a User's Security Device, or any other breach of security in connection with an Account, RBC NextLogic or any of the RBC NextLogic Services;
- (k) contacting Royal Bank immediately and following the instructions provided by Royal Bank if an Unauthorized Charge is posted to a Cardholder Account by a Cardholder;
- (l) revoking use of the Physical Card and access to RBC NextLogic when a Cardholder's employment has been terminated or a Cardholder otherwise ceases to be a Cardholder;
- (m) tracking and reporting on the Commercial Card Program;
- (n) managing Finance Offices;
- (o) ensuring that no offensive language or words are permitted to be used or embossed on Physical Cards;
- (p) approving the Billing Statements and making payments on behalf of the Customer, as described in the "Responsibility For Making Payments" sub-section of these Commercial Card Program Service Materials; and
- (q) arranging for pre-authorized debits on behalf of the Customer, in order for Royal Bank to automatically process payments on the Payment Due Date each month, as described in the "Making Payments" sub-section of these Commercial Card Program Service Materials.

A Lead Program Administrator must be formally identified as a Signing Authority on the Signature Card in order to receive servicing directly from Royal Bank.

4.3. Of the Secondary Program Administrator(s)

As part of the Commercial Card Program, the Customer or a Lead Program Administrator may decide to designate one or more Secondary Program Administrator(s). The responsibilities of the Secondary Program Administrator(s) may vary and depend on the permissions set by the Customer or a Lead Program Administrator, but their primary responsibility is to provide support to the Lead Program Administrator(s) in managing the Commercial Card Program.

Secondary Program Administrator(s) can only receive servicing on RBC NextLogic navigation and technical support, and cannot make Account changes.

In the event that no Secondary Program Administrator is designated, the Lead Program Administrator(s) is/are responsible for managing the Commercial Card Program alone.

4.4 Of the VPA Administrator(s)

If the Customer has a VPA Account, the Customer will designate one or more of the Lead Program Administrator(s) to also be the VPA Administrator(s). A VPA Administrator's responsibilities include:

- (a) managing usage of Visa Payables Automation on the Customer's behalf, including helping with the initial onboarding and set-up process into VPA, as well as performing day-to-day and VPA activities;
- (b) acting as the primary contact for VPA Users;
- (c) acting as the main administrator for Visa Payables Automation, including setting up new VPA Users as well as maintaining VPA User and VPA Account Holder information and keeping it up-to-date;
- (d) providing all VPA Users and VPA Account Holder(s) with a copy of the insurance coverage certificates, including any subsequent updates to such documentation, that the VPA Administrator receives from Royal Bank for the appropriate Commercial Card Product;
- (e) being responsible for VPA User training in the Visa Payables Automation module within RBC NextLogic;
- (f) authorizing Royal Bank to process VPA Account requests;
- (g) if applicable, designating one or more Employee(s) of the Customer to be a VPA Secondary Administrator(s), whose responsibilities are described in the "Roles, Obligations and Responsibilities of the VPA Secondary Administrator" sub-section of these Commercial Card Program Service Materials;
- (h) informing Royal Bank if it becomes aware of a stolen or intercepted Virtual Card Number;
- (i) reporting immediately to Royal Bank any fraudulent transaction or suspected fraudulent transaction on a VPA Account or in Visa Payables Automation, any unauthorized access or suspected unauthorized access to Visa Payables Automation, any unauthorized use or suspected unauthorized use of a VPA User's Security Device, the Security Questions and Answers or any other breach of security in connection with a VPA Account, Visa Payables Automation, RBC NextLogic, or any of the RBC NextLogic Services;
- (j) revoking access to Visa Payables Automation, use of the VPA Account(s) and generation of Virtual Card Numbers when a VPA User's or VPA Account Holder's employment has been terminated or an Employee of the Customer otherwise ceases to be a VPA User or VPA Account Holder;
- (k) ensuring that no offensive language or words are permitted to be used in association with the issuance of a Virtual Card Number; and
- (l) approving the Billing Statements and making payments on behalf of the Customer, as described in the "Responsibility For Making Payments" sub-section of these Commercial Card Program Service Materials.

A VPA Administrator must be formally identified as a Lead Program Administrator who is a Signing Authority on the Signature Card in order to receive servicing directly from Royal Bank.

4.5 Of the VPA Secondary Administrator(s)

If applicable, as part of the Commercial Card Program, the VPA Administrator(s) may decide to designate one or more VPA Secondary Administrator(s). The responsibilities of the VPA Secondary Administrator(s) may vary and depend on the permissions set by the Customer or a VPA Administrator, but their primary responsibility is to provide support to the VPA Administrator(s) in managing usage of Visa Payables Automation.

VPA Secondary Administrator(s) can only receive servicing on Visa Payables Automation navigation and technical support, and cannot make VPA Account changes.

In the event that no VPA Secondary Administrator is designated, the VPA Administrator(s) is/are responsible for managing the Visa Payables Automation alone.

5. RBC NextLogic

As part of the Commercial Card Program, Royal Bank offers the Customer, Cardholders and VPA Users access to RBC NextLogic and the RBC NextLogic Services, on the following terms and conditions.

5.1. Customer's Acknowledgement

The Customer acknowledges that:

- (a) RBC NextLogic and the RBC NextLogic Services are provided by Visa and the Terms of Use have been established solely by Visa, not Royal Bank;
- (b) information collected by Visa in connection with the use of RBC NextLogic and the RBC NextLogic Services will be used in accordance with Visa's privacy policy, accessible from the Terms of Use;
- (c) the terms "Services", "Visa Online" and "Visa Commercial Services" used in the Terms of Use have the same meaning as RBC NextLogic and RBC NextLogic Services;
- (d) all information and data contained in RBC NextLogic remain the property of Royal Bank;
- (e) Royal Bank is not in any way responsible for the availability of such RBC NextLogic Services at any time or their accuracy thereof;
- (f) Royal Bank is not in any way responsible for the reliability or accuracy of any tax management tools available through RBC NextLogic and expressly disclaims all warranties in connection with any tax calculation, estimation or information provided by such tax management tools. Royal Bank does not provide tax, legal or accounting advice and the Customer should consult its own professional advisors before acting or relying on any tax-related information displayed in RBC NextLogic for tax reporting purposes;
- (g) Royal Bank specifically disclaims any implied warranty of merchantability or fitness for a particular purpose of the RBC NextLogic Services;
- (h) Royal Bank and Visa have entered into an agreement that allows Users who are also users of RBC Express® to access RBC NextLogic directly from RBC Express, using limited information from the User and relying mostly on the credentials provided by Royal Bank to access RBC Express ("Single Sign-On"), as opposed to requiring such Users to re-enter the separate credentials provided by Visa to access RBC NextLogic, provided such Users have successfully logged in to RBC NextLogic separately at least once; and
- (i) Royal Bank is not responsible for any data integration (including accuracy of data, security of data and connecting different providers) between Visa and a third party software provider or any other endpoint (including the Customer), where applicable.

5.2. Customer's Obligations

The Customer will:

- (a) create and implement a policy and controls concerning the use of RBC NextLogic by the Users in order to:
 - (i) ensure each User is properly authorized to use RBC NextLogic and the applicable RBC NextLogic Services on its behalf, and that each User complies with the Commercial Card Program Service Materials and the Terms of Use;
 - (ii) ensure all Users maintain the confidentiality of all Security Devices and RBC NextLogic credentials, including their passwords, User names and other identification, such as their Single Sign-On credentials and Security Questions and Answers, if applicable;
 - (iii) establish a methodology for adding or cancelling Users; and
 - (iv) ensure that all Users are familiar with the processes, required file formats and procedures for RBC NextLogic and the RBC NextLogic Services, all as outlined in the applicable RBC NextLogic implementation guides and documentation provided to the Customer;
- (b) remain responsible for maintaining the confidentiality of all Security Devices and RBC NextLogic credentials, including passwords, User names and other identification, such as Single Sign-On credentials and Security Questions and Answers, if applicable;
- (c) remain responsible for all activities that occur through the use of RBC NextLogic and the RBC NextLogic Services, whether accessed through Single Sign-On or not, including fraud, malfeasance, unauthorized transactions, and any actions or omissions of the Customer, the Users, or any other Person;
- (d) remain liable, as well as indemnify and hold harmless Royal Bank from and against all Losses, including any losses, claims, damages of any kind (including direct, indirect, special, incidental, consequential or punitive), costs, fees, charges, expenses or other liabilities relating to the use of RBC NextLogic or the

RBC NextLogic Services by the Customer, the Users or any other Person, whether accessed through Single Sign-On or not, and for all activities performed by each such Person in RBC NextLogic;

- (e) pay such fees and charges as may be required to use RBC NextLogic, including any implementation fees, training fees and additional work fees;
- (f) select French or English as the language of choice to be used by Users when accessing RBC NextLogic and be responsible for complying with any applicable language laws;
- (g) be responsible for loading certain organizational and other Customer-specific data into RBC NextLogic, and if applicable, loading Supplier information and Supplier payment details into Visa Payables Automation, in a file format specified by the Terms of Use; and
- (h) use the RBC NextLogic Services solely for its own use and not disclose information derived from the RBC NextLogic Services.

5.3. User's Obligations

Royal Bank, at the request of the Customer, will arrange for the Lead Program Administrator(s) to become a User of RBC NextLogic and the RBC NextLogic Services.

A Lead Program Administrator will arrange for the Secondary Program Administrator(s), if any, as well as Cardholders and any other Person to become a User of RBC NextLogic and have access to the applicable RBC NextLogic Services.

A VPA Administrator will arrange for the VPA Secondary Administrator(s), if any, to become a VPA User of the Visa Payables Automation module within RBC NextLogic and have access to Visa Payables Automation.

Upon first log-in to RBC NextLogic, upon first use of applicable RBC NextLogic Services and from time to time thereafter when prompted by Visa, each User will be asked to read the Terms of Use and agree with them. A User who does not agree with such Terms of Use will not be able to access RBC NextLogic and use the RBC NextLogic Services.

In addition, each User:

- (a) is responsible for complying with the Terms of Use, and Royal Bank, the Customer or Visa may immediately revoke the access to RBC NextLogic of any User who does not comply with such Terms of Use;
- (b) must be familiar and comply with the processes, required file formats and procedures for RBC NextLogic and the RBC NextLogic Services, all as outlined in the Customer's internal policies;
- (c) must maintain the confidentiality of their Security Devices and RBC NextLogic credentials, including their passwords, User names and other identification, such as Single Sign-On credentials, if applicable;
- (d) must, if applicable, maintain the confidentiality of the Security Questions and Answers used to generate Virtual Card Numbers from the VPA Account. No one but VPA Users and Suppliers are permitted to know the respective Security Questions and Answers; and
- (e) must maintain the confidentiality of any information that is contained in or retrieved from RBC NextLogic, such as, but not limited to, data files, Account Statements and reports.

6. Credit Limits

6.1. Card Facility Credit Limit

The Card Facility Credit Limit represents the amount of maximum credit available for all Customer Accounts and Business Card Product account(s), collectively.

At the time the Commercial Card Program is established, Royal Bank will set the Card Facility Credit Limit, disclosed in the box on the last page of these Commercial Card Program Service Materials.

If the Customer requests and is granted a Temporary Credit Limit Amount, in addition to the Card Facility Credit Limit, that Temporary Credit Limit Amount (and therefore, the Total Credit Limit) will be available for the term established by Royal Bank and disclosed in the box on the last page of these Commercial Card Program Service Materials.

At the end of that period, the Temporary Credit Limit Amount will no longer be available and the Total Credit Limit will revert back to the Card Facility Credit Limit.

The Customer must observe the Card Facility Credit Limit, or the Total Credit Limit when applicable, such that the aggregate Debt under all of the Customer Accounts, if more than one, and the Business Card Product account(s), if any, must not exceed the Card Facility Credit Limit, or the Total Credit Limit when applicable. If it does, no additional Cardholder Accounts or VPA Accounts will be established, no more Physical Cards will be issued under any Customer Account and no Virtual Card Numbers will be generated under any VPA Account until the Debt which exceeds the Card Facility Credit Limit, or the Total Credit Limit when applicable, has been paid.

The Customer may request a change to the Card Facility Credit Limit by contacting Royal Bank. Royal Bank may decrease the Card Facility Credit Limit, or the Total Credit Limit when applicable, at any time, without the Customer's prior consent.

6.2. Customer Account Credit Limit

For each Commercial Card Product selected by the Customer, Royal Bank will set a Customer Account Credit Limit. The Customer Account Credit Limit represents the maximum credit available for all Cardholder Accounts and VPA Accounts under each Customer Account.

The Customer must observe the Customer Account Credit Limit, such that amounts owing on all Cardholder Accounts and VPA Accounts under each Customer Account must not exceed the Customer Account Credit Limit. However, Royal Bank may, from time to time (but is not required to), permit the Debt to exceed the Customer Account Credit Limit. Royal Bank may also, at any time, refuse to permit the Debt owing on a Customer Account to exceed the Customer Account Credit Limit and require the Customer to pay any balances which exceed the Customer Account Credit Limit immediately.

The Customer may request Royal Bank to increase or decrease one or more Customer Account Credit Limit(s) at any time by contacting Royal Bank.

Any increase to one or more Customer Account Credit Limit(s) is possible as long as the sum of all Customer Account Credit Limits and Business Card Product account(s) credit limits remains less than, or equal to, the Card Facility Credit Limit, or the Total Credit Limit when applicable. Royal Bank may increase or decrease any Customer Account Credit Limit at any time, without prior notice to the Customer.

6.3. Cardholder Account Credit Limit and VPA Account Credit Limit

(a) Applicable to Cardholder Accounts (and Physical Cards) only

For each Cardholder Account, the Program Administrator will set an individual Cardholder Account Credit Limit, through RBC NextLogic, up to the Customer Account Credit Limit. The Cardholder Account Credit Limit represents the maximum credit available on a Cardholder Account.

Royal Bank will indicate to the Relevant Party the Cardholder Account Credit Limit on the Documents accompanying each Physical Card when it is issued, and on each Billing Statement.

The Program Administrator will be responsible for informing Cardholders of their Cardholder Account Credit Limit.

Each Cardholder must observe the Cardholder Account Credit Limit, such that amounts owing on a Cardholder Account must not exceed the Cardholder Account Credit Limit. However, Royal Bank may, from time to time (but is not required to), permit the Debt to exceed the Cardholder Account Credit Limit. Royal Bank may also, at any time, refuse to permit the Debt owing on a Cardholder Account to exceed the Cardholder Account Credit Limit and require the Customer to pay any balances which exceed the Cardholder Account Credit Limit immediately.

When the Debt owing on a Cardholder Account exceeds the Cardholder Account Credit Limit at any time during an Account Statement period, an "Overlimit Fee" is charged on that Cardholder Account, which will appear on the next Billing Statement.

The Program Administrator may increase or decrease any Cardholder Account Credit Limit at any time, through RBC NextLogic. Any increase to one or more Cardholder Account Credit Limit(s) must remain less than, or equal to, the Customer Account Credit Limit. If the Customer consistently makes late payments or no payments, Royal Bank may reduce the Cardholder Account Credit Limit without prior notice to the Customer.

(b) Applicable to VPA Accounts (and Virtual Card Numbers) only

For each VPA Account, at VPA Account opening, and in consultation with the VPA Administrator, Royal Bank will set a VPA Account Credit Limit up to the Customer Account Credit Limit. If the Customer wants to change the VPA Account Credit Limit, the VPA Administrator can change the VPA Account Credit Limit up to the Customer Account Credit Limit by calling Royal Bank. The VPA Account Credit Limit represents the maximum credit available on a VPA Account.

Royal Bank will indicate the VPA Account Credit Limit on the Documents provided to the VPA Administrator and/or VPA Account Holder when the VPA Account is opened and on each Billing Statement.

The VPA Administrator and/or VPA Account Holder will be responsible for informing VPA Users of the VPA Account Credit Limit.

Each VPA User must observe the VPA Account Credit Limit, such that amounts owing on a VPA Account must not exceed the VPA Account Credit Limit. However, Royal Bank may, from time to time (but is not required to), permit the Debt to exceed the VPA Account Credit Limit. Royal Bank may also, at any time, refuse to permit the Debt owing on a VPA Account to exceed the VPA Account Credit Limit and require

the Customer to pay any balances which exceed the VPA Account Credit Limit immediately.

When the Debt owing on a VPA Account exceeds the VPA Account Credit Limit at any time during an Account Statement period, an "Overlimit Fee" is charged on that VPA Account, which will appear on the next Billing Statement.

The VPA Administrator may request, Royal Bank to increase or decrease the VPA Account Credit Limit at any time by calling Royal Bank. Any increase to the VPA Account Credit Limit must remain less than, or equal to, the Customer Account Credit Limit. If the Customer consistently makes late payments or no payments, Royal Bank may reduce the VPA Account Credit Limit without prior notice to the Customer.

(c) Applicable to Cardholder Accounts and VPA Accounts

The total of all Debt outstanding on all the Cardholder Accounts and VPA Accounts, collectively, must not exceed the Customer Account Credit Limit. This also means that the Debt charged to any Cardholder Account or any VPA Account directly impacts the credit that remains available for the other Cardholder Accounts and VPA Accounts.

6.4. Finance Office Account Credit Limit

If applicable, the Program Administrator will set the Finance Office Account Credit Limit, through RBC NextLogic, up to the Customer Account Credit Limit. The Finance Office Account Credit Limit represents the maximum credit available for all Cardholder Accounts and VPA Accounts established under such Finance Office Account.

The Customer must observe the Finance Office Account Credit Limit, such that amounts owing on all Cardholder Accounts and VPA Accounts established under a Finance Office Account must not exceed the Finance Office Account Credit Limit. However, Royal Bank may, from time to time (but is not required to), permit the Debt to exceed the Finance Office Account Credit Limit. Royal Bank may also, at any time, refuse to permit the Debt owing on a Finance Office Account to exceed the Finance Office Account Credit Limit and require the Customer to pay any balances which exceed the Finance Office Account Credit Limit immediately.

The Program Administrator may increase or decrease a Finance Office Account Credit Limit at any time, through RBC NextLogic. Any increase to one or more Finance Office Account Credit Limit(s) must remain less than, or equal to, the Customer Account Credit Limit. If the Customer consistently makes late payments or no payments, Royal Bank may reduce the Finance Office Account Credit Limit without prior notice to the Customer.

6.5. Currency Fluctuation

The Card Facility Credit Limit, or the Total Credit Limit when applicable, is established in Canadian dollars for all Commercial Card Products and Business Card Products, even though some of these products are billed in U.S dollars.

If, at any time and for any reason, including daily currency fluctuations, the amount of any Account Credit Limit is, when the U.S dollar amount of Debt under any such Account Credit Limit is converted to the equivalent amount in Canadian dollars, exceeded, the Customer shall immediately repay such excess to Royal Bank.

7. Program Billing Types

At the time Royal Bank and the Customer establish the Commercial Card Program, the Customer will have to choose between two (2) billing option types for each Customer Account that is opened: corporate billing ("**Corporate Billing**") or individual billing ("**Individual Billing**").

The Customer can also decide to combine Corporate Billing or Individual Billing with Finance Office billing ("**Finance Office Billing**") for a Customer Account, at any time.

These designations provide the means by which Royal Bank will bill the Relevant Party.

Once Corporate Billing or Individual Billing has been selected for a Customer Account, the Customer cannot change the selected choice unless the entire Customer Account is closed and a new one opened. The Customer can however add Finance Office Billing to, or remove Finance Office Billing from, a Customer Account at any time, without having to close the Customer Account and open a new one.

7.1. Corporate Billing

(a) Not Combined with Finance Office Billing

If Corporate Billing has been selected for a Customer Account, Royal Bank will provide (i) the Customer with a single and aggregated monthly Billing Statement for all Cardholder Accounts and VPA Accounts established under that Customer Account, collectively, (ii) each Cardholder who has a Cardholder Account established under that Customer Account with an individual monthly Memo Statement for the Cardholder Account, and (iii) each VPA Account Holder who has a VPA Account established under that Customer Account with an individual monthly Memo Statement for the VPA Account.

The Customer who selects Corporate Billing hereby consents to the receipt of the Billing Statement in this manner and acknowledges that it is its responsibility to retrieve the

Billing Statement in RBC NextLogic and verify it on a monthly basis. The Customer must also instruct individual Cardholders and VPA Account Holders to retrieve the Memo Statement and verify it on a monthly basis.

(b) Combined with Finance Office Billing

If a combination of Corporate Billing and Finance Office Billing has been selected for a Customer Account, Royal Bank will provide (i) the Customer with a single and aggregated monthly Billing Statement for all Cardholder Accounts and VPA Accounts established under the Finance Office Account, collectively; (ii) the Finance Office with a single and aggregated monthly Memo Statement for all Cardholder Accounts and VPA Accounts established under the Finance Office Account, collectively; (iii) each Cardholder who has a Cardholder Account established under the Finance Office Account with an individual monthly Memo Statement for the Cardholder Account; and (iv) each VPA Account Holder who has a VPA Account established under the Finance Office Account with an individual Memo Statement for the VPA Account. For the remaining Cardholder Accounts and VPA Accounts not established under a Finance Office Account, Royal Bank will provide the Account Statements as described in sub-section 7.1(a) above.

The Customer who selects Corporate Billing combined with Finance Office Billing hereby consents to the receipt of the Billing Statement in this manner and acknowledges that it is its responsibility to retrieve the Billing Statement in RBC NextLogic and verify it on a monthly basis. The Customer must also instruct the Finance Office(s), individual Cardholders and VPA Account Holders to retrieve the Memo Statement and verify it on a monthly basis.

7.2. Individual Billing

(a) Not Combined with Finance Office Billing

If Individual Billing has been selected for a Customer Account, Royal Bank will provide (i) each Cardholder who has a Cardholder Account established under that Customer Account with an individual monthly Billing Statement for the Cardholder Account, (ii) each VPA Account Holder who has a VPA Account established under that Customer Account with an individual monthly Billing Statement for the VPA Account, and (iii) the Customer with a single and aggregated monthly Memo Statement for all Cardholder Accounts and VPA Accounts established under the Customer Account, collectively.

The Customer who selects Individual Billing hereby consents to the receipt of the Memo Statement in this manner and acknowledges that it is its responsibility to retrieve the Memo Statement in RBC NextLogic and verify it on a monthly basis. The Customer must also instruct individual Cardholders and VPA Account Holders to retrieve the Billing Statement and verify it on a monthly basis.

(b) Combined with Finance Office Billing

If a combination of Individual Billing and Finance Office Billing has been selected for a Customer Account, Royal Bank will provide (i) the Finance Office with a single and aggregated monthly Billing Statement for all Cardholder Accounts and VPA Accounts established under the Finance Office Account, collectively; (ii) the Customer and aggregated monthly Memo Statement for all Cardholder Accounts and VPA Accounts established under the Finance Office Account, collectively; (iii) each Cardholder who has a Cardholder Account established under the Finance Office Account with an individual monthly Memo Statement for the Cardholder Account; and (iv) each VPA Account Holder who has a VPA Account established under the Finance Office Account with an individual a Memo Statement for the VPA Account. For the remaining Cardholder Accounts and VPA Accounts not established under a Finance Office Account, Royal Bank will provide the Account Statements as described in sub-section 7.2(a) above.

The Customer who selects Individual Billing combined with Finance Office Billing hereby consents to the receipt of the Memo Statements in this manner and acknowledges that it is its responsibility to retrieve the Memo Statements in RBC NextLogic and verify them on a monthly basis. The Customer must also instruct the Finance Office, individual Cardholders and VPA Account Holders to retrieve the Billing Statement and verify it on a monthly basis.

7.3. Account Statements, Verification and Disputes

Each month, Royal Bank will make the Account Statements available electronically, through RBC NextLogic. The Account Statements will remain available to the Relevant Party in RBC NextLogic for consultation and printing at no charge for twelve (12) months following the Statement Date. They may also be retrieved after twelve (12) months, and/or be provided in paper format upon request of the Relevant Party, for a Fee. Account Statements are also available in other alternative formats for accessibility purposes, upon request of the Relevant Party. Royal Bank will not provide an Account Statement if there has been no activity on the Account during an Account Statement period and no Debt is owing.

If the date on which Royal Bank would ordinarily prepare an Account Statement falls on a date for which Royal Bank does not process statements (for example, weekends and certain holidays), Royal Bank will prepare the Account Statement on the next statement processing day. The Payment Due Date will be adjusted accordingly.

Each month, the Relevant Party will be responsible for ensuring that it has promptly examined the Account Statement and each transaction, Interest Rate, charge and Fee recorded on it. The Relevant Party will notify Royal Bank of any error, omission or objection to an Account Statement, or to an entry or balance recorded on it, within thirty (30) days from the Statement Date shown on that Account Statement.

If the Relevant Party does not notify Royal Bank as required, Royal Bank is entitled to treat the Account Statement entries and balances as complete, correct and binding on the Customer, and Royal Bank will be released from all claims by the Customer in respect of those Account Statement, entries and balances.

8. Payments

8.1. Responsibility for Making Payments

The Customer will establish a policy and designate Persons who will be responsible for approving the Billing Statements and making the monthly payments on its behalf.

Regardless of whether Corporate Billing, Corporate Billing combined with Finance Office Billing, Individual Billing or Individual Billing combined with Finance Office Billing has been selected for a Customer Account, it is always the Customer's ultimate responsibility to make sure payments are made by the Payment Due Date indicated on each Billing Statement.

8.2. Making Payments

(a) Instructions

All payments must be made in accordance with the instructions indicated at www.rbc.com/payments.

For a Customer Account which is in Canadian dollars, regardless of whether Corporate Billing, Corporate Billing combined with Finance Office Billing, Individual Billing or Individual Billing combined with Finance Office Billing has been selected, payments from a Canadian dollar account can be made by mail, at a Royal Bank branch in Canada, at an ATM that processes such payments, through the Royal Bank telephone service or at certain other financial institutions that accept such payments, by registering the Account as a "Bill Payment" for this purpose. Payments can also be made through Royal Bank online banking services, such as RBC Express.

For a Customer Account which is in U.S. dollars, regardless of whether Corporate Billing, Corporate Billing combined with Finance Office Billing, Individual Billing or Individual Billing combined with Finance Office Billing has been selected, (i) payments from a U.S. dollar account can be made by mail, through the Royal Bank telephone service or through RBC Express, and (ii) payments from a Canadian dollar account can be made by mail or through RBC Express.

The Customer or the Lead Program Administrator(s) can also ask Royal Bank to process its payments automatically on the Payment Due Date each month as a pre-authorized debit ("PAD") from a deposit account in Canada in Canadian dollars (in U.S. dollars for the Commercial U.S. Dollar Card) with Royal Bank or another financial institution that the Customer designates for that purpose. The Customer may be required to execute and provide Royal Bank with a pre-authorized debit agreement or other Document requested by Royal Bank for such purpose, in form and substance satisfactory to Royal Bank.

The Customer may choose the PAD to either be the Minimum Payment or the New Balance. If the Customer asks Royal Bank to automatically process payments as a PAD, the Customer will be bound by the terms and conditions set out in Rule H1 of the Rules of Payments Canada, as amended from time to time, as well as these Commercial Card Program Service Materials and the Legal Terms and Conditions. The Customer also waives any pre-notification requirements that exist where variable payment amounts are being authorized. The Customer may notify Royal Bank at any time if it wishes to revoke its authorization for a PAD. A PAD may, under certain circumstances, be disputed for up to ninety (90) days. To obtain more information on Royal Bank's rights against the Customer in connection with a PAD, the Customer may contact the financial institution that holds the bank account it has designated for the PAD or review the Rules at www.payments.ca.

If any payment made by the Customer in respect of an Account is not honoured, or if Royal Bank must return it to the Customer because it cannot be processed, a "Dishonoured Payment Fee" will be charged and Customer Account privileges may be revoked or suspended. The Customer will not deduct or withhold, without the express consent of Royal Bank, any amount shown as due on any Billing Statement. Acceptance by Royal Bank of late payments, partial payments or any payment marked as being payment in full or as being a settlement of a dispute will not affect any of Royal Bank's rights to payment in full.

The payment terms set forth in these Commercial Card Program Service Materials supersede any agreement with regard to payment terms established between the Customer and the seller or Supplier of goods or services or any payment terms that might be imputed to the Customer under Applicable Law for goods or services purchased using the Card.

(b) When to Make a Payment

It is the Customer's responsibility to ensure that a payment on any Account is received by Royal Bank for credit to that Account by the Payment Due Date shown on each Billing Statement. Even when normal postal service is disrupted for any reason, payments must continue to be made on each Account.

Payments sent to Royal Bank by mail or made through another financial institution's branch, ATM or online banking service may take several days to reach Royal Bank. A payment is not credited to an Account and does not automatically adjust the available Account Credit Limit until Royal Bank has processed the payment. It may take several days to adjust the available Account Credit Limit depending on how the payment is made.

Except as otherwise set out in these Commercial Card Program Service Materials, the Customer may pay the Debt in respect of any Account in full or in part at any time.

(c) Minimum Payment

If Corporate Billing has been selected for a Customer Account, the Customer must, in connection with all Cardholder Accounts and VPA Accounts under that Customer Account, collectively make one Minimum Payment by the Payment Due Date towards the Customer Account, equal to the lesser of (i) \$10.00, plus interest, plus Fees, or (ii) the sum of each Cardholder Account's and each VPA Account's New Balance, in order to keep the Cardholder Accounts and VPA Accounts (and thereby the Customer Account) up to date. A Customer who selects Corporate Billing may instead choose to make a Minimum Payment towards each individual Cardholder Account and each VPA Account, as described below. If Individual Billing has been selected for a Customer Account, the Customer must, in connection with each Cardholder Account and each VPA Account under that Customer Account, make the Minimum Payment by the Payment Due Date towards each Cardholder Account and each VPA Account, equal to the lesser of (i) \$10.00, plus interest, plus Fees, or (ii) that Cardholder Account's and VPA Account's New Balance, in order to keep the Cardholder Account and VPA Accounts (and thereby the Customer Account) up to date.

If Corporate Billing combined with Finance Office Billing, or Individual Billing combined with Finance Office Billing has been selected for a Customer Account, the Customer must, in connection with each Finance Office Account under that Customer Account, make one Minimum Payment by the Payment Due Date towards the Finance Office Account, equal to the lesser of (i) \$10.00, plus interest, plus Fees, or (ii) the sum of each Cardholder Account's and VPA Account's New Balance assigned to that Finance Office Account, in order to keep the Cardholder Accounts and VPA Accounts (and thereby the Customer Account) up to date. A Customer who selects Corporate Billing combined with Finance Office Billing, or Individual Billing combined with Finance Office Billing, may instead choose to make a Minimum Payment towards each individual Cardholder Account and each VPA Account, as described above. If Individual Billing combined with Finance Office Billing has been selected for a Customer Account, a payment to the Customer Account will be rejected (i.e., payments must be made to the Finance Office Account, and to individual Cardholder Accounts or VPA Accounts).

Each of these amounts will be shown on each Billing Statement. Any past-due amount will be included in the Minimum Payment amount.

The Customer must also pay any amount that exceeds an Account Credit Limit immediately, even though Royal Bank may not yet have sent a Billing Statement on which that excess appears.

The Customer must keep each Account up-to-date at all times by at least making the Minimum Payment as described herein by the Payment Due Date each month, even if Royal Bank is delayed in or prevented from making available, for any reason, any one or more Billing Statement(s). The Customer must contact one of Royal Bank's branches or its Cards Customer Service, using the contact information indicated on previous Billing Statements, at least once a month during such a delay or interruption to obtain any payment information the Customer does not have and needs to know in order to comply with its obligation to make payments under these Commercial Card Program Service Materials.

(d) No Over Payment

The Customer is not permitted to make a payment on an Account exceeding the Account Credit Limit, unless the Debt at the time of the payment is more than the Account Credit Limit.

If the Customer does in fact make a payment of more than the Account Credit Limit, such over payment will not have the effect of increasing the Account Credit Limit and/or providing the Customer with additional credit. Also, interest will not be paid on the positive balance. Any positive balance is not considered a deposit account for the purpose of insurance given by the Canada Deposit Insurance Corporation.

(e) Payment Allocation

When the Customer makes a payment, Royal Bank will apply the payment amount first to any interest, second to balances that have previously been billed and third to the

balance that has been billed on each Cardholder Account or VPA Account for the first time.

If the Customer makes a payment which exceeds the New Balance, Royal Bank will apply any payment in excess of the New Balance to amounts that have not yet appeared on a Billing Statement in the same manner as set out above.

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

(f) Overdue Accounts

If the Minimum Payment as set out on a Billing Statement for an Account is not made, such amount becomes an overdue Debt and such Account becomes an overdue Account ("Overdue Account").

If Corporate Billing has been selected for a Customer Account, whether combined with Finance Office Billing or not, and the Overdue Account remains unpaid after thirty-one (31) days, Royal Bank will send the Customer a notice indicating that the Customer Account is an Overdue Account and that no further transactions (other than making a payment) may be made on any Account, and Royal Bank may thereafter decline acceptance of any Cardholder Account or VPA Account under that Customer Account. If the Overdue Account remains unpaid after sixty-one (61) days, Royal Bank will again send the Customer a notice indicating that the Customer Account is an Overdue Account. If the Overdue Account remains unpaid after ninety-one (91) days, Royal Bank will revoke the Customer Account and all Cardholder Accounts and VPA Accounts under the Customer Account, cancel the Commercial Card Program, may commence to convert all Debt outstanding on the Customer Account to a demand loan and assign a "special loans" officer to manage the relationship.

If Individual Billing has been selected for a Customer Account, whether combined with Finance Office Billing or not, and the Overdue Account remains unpaid after thirty-one (31) days, Royal Bank will send the Customer a notice indicating that the Cardholder Account or VPA Account is an Overdue Account and that no further transactions (other than making a payment) may be made on that Cardholder Account or VPA Account. If the Overdue Account remains unpaid after sixty-one (61) days, Royal Bank will again send the Customer a notice indicating that the Cardholder Account or VPA Account is an Overdue Account. If the Overdue Account remains unpaid after ninety-one (91) days, Royal Bank will revoke the Cardholder Account or VPA Account. Royal Bank may also immediately revoke the Customer Account and all Cardholder Accounts and VPA Accounts under the Customer Account, cancel the Commercial Card Program, may commence to convert all Debt outstanding on the Customer Account to a demand loan and assign a "special loans" officer to manage the relationship.

The Customer will pay the Overdue Accounts and all other amounts due under the Accounts to Royal Bank. Royal Bank will not attempt to collect (i) amounts due on a Cardholder Account from an individual Cardholder, or (ii) amounts due on a VPA Account from a VPA User or the VPA Account Holder in their personal capacity.

(g) Pre-Authorized Bill Payments

The Customer is responsible for any pre-authorized bill payments the Relevant Party has authorized merchants to charge to an Account, even after the Customer or Royal Bank closes the Account. If the Relevant Party wishes to discontinue any pre-authorized bill payment, the Relevant Party must contact the merchant in writing and then check a subsequent Billing Statement to ensure that the payments have, in fact, stopped. If the payments have not stopped despite the instructions of the Relevant Party to a merchant, Royal Bank may be able to help the Customer if Royal Bank is given a copy of the written request to the merchant.

As part of its policies and procedures related to the Commercial Card Program, the Customer will ensure that each Cardholder and/or VPA User is required to provide the Program Administrator and/or VPA Administrator with a current list of pre-authorized bill payment arrangements with each payee that are to be paid using a Cardholder Account and/or VPA Account. Upon a Cardholder Account's and/or VPA Account's closure, the Program Administrator and/or VPA Administrator is responsible for immediately notifying the payee of all such pre-authorized bill payment arrangements that are discontinued.

8.3. Liability for Debt

Except as otherwise specifically set out in these Commercial Card Program Service Materials, the Customer is ultimately liable for all Debt charged to each Cardholder Account and each VPA Account, including Debt resulting from transactions that are not for Eligible Purposes, no matter how it is incurred or who has incurred it, and even when the Customer selects Individual Billing and Royal Bank makes available the Billing Statements to the Cardholders and VPA Account Holders and the Memo Statements to the Customer.

Royal Bank may use scanning, electronic or other reproduction of any Purchase or Cash Advance draft or other Document evidencing Debt to establish the liability of the Customer for that Debt. Upon request, Royal Bank will provide electronic or other

reproduction of any Purchase or Cash Advance draft or other Document evidencing the Debt, within a reasonable time frame. Original records of Purchases may not be available in paper format. Digital records are valid to establish the accuracy of Royal Bank's records.

9. Collection, Use and Disclosure of Information

This section supplements the terms and conditions pertaining to the collection, use and disclosure of the Customer's information set forth in the Legal Terms and Conditions.

The Customer will, prior to requesting the issuance of a Physical Card for an Employee of the Customer or the opening of a VPA Account in the name of the VPA Account Holder, obtain the following information with respect to each such Employee of the Customer: the legal first and last names, date of birth, personal home address and personal telephone number. The Customer must keep this information for at least seven (7) years after a Cardholder Account and/or VPA Account has been closed and must provide it to Royal Bank, upon request, within thirty (30) days.

Royal Bank will, prior to issuing a Physical Card to an Employee of the Customer or opening a VPA Account in the name of the VPA Account Holder, only obtain and keep the following information with respect to each such Employee of the Customer: the legal first and last names, business address, business email address, business phone number and employee identification number. However, in certain circumstances, Royal Bank may require the Customer to obtain such additional information or documentation as Royal Bank may require to verify the identity of an Employee of the Customer at a level sufficient to allow Royal Bank to issue a Physical Card to such Employee of the Customer or the VPA Account Holder or open a VPA Account in the name of such VPA Account Holder.

Even though a Physical Card is issued to Cardholders at the Customer's request and a VPA is opened in the name of a VPA Account Holder, Royal Bank's primary business relationship is with the Customer. Royal Bank will not ascertain the personal creditworthiness of any Cardholder or VPA Account Holder by obtaining credit bureau reports on them, either at the time a Cardholder Account or a VPA Account is opened or periodically thereafter. Royal Bank may however make other inquiries or checks about them as required by Applicable Law, such as law related to the prevention of money laundering and funding of terrorism.

Except as otherwise specified in this Agreement, Royal Bank will not communicate with Cardholders or VPA Account Holders directly and will not send Cardholders or VPA Account Holders any marketing promotion or offer. However, for Cardholders or VPA Account Holders who are participants in the RBC Rewards® program, Royal Bank may communicate with these Cardholders or VPA Account Holders if they have provided consent and their email address for that purpose.

The Customer consents to Royal Bank processing and analyzing information about how the Customer uses its Customer Account(s), how Cardholders use their Cardholder Account and how VPA Users use the VPA Account(s) to develop reports that may be made available to the Customer. Royal Bank will remain the owner of such information and reports and retain such information for so long as is appropriate for the purposes of these Commercial Card Program Service Materials, or at a minimum, as required by Applicable Law.

The Customer may request and receive reports from time to time, whether through RBC NextLogic Services or not, or otherwise have access to data and information pertaining to individual transactions and activities of Cardholders, VPA Account Holders and Users. The Customer will, as part of the Commercial Card Program, notify Cardholders, VPA Account Holders and Users, and obtain any required consent from each Cardholder, VPA Account Holder and User, in accordance with Applicable Laws, to the collection, use and disclosure of such data and information, including to RBC NextLogic Services, to Royal Bank, to the Customer and to other third parties.

Royal Bank may provide information related to amounts charged to a Cardholder Account or a VPA Account to selected merchants and Suppliers used by the Cardholder, VPA Account Holder or VPA User, when requested by such merchants and Suppliers to analyze business trends, Customer needs and generally for marketing purposes. Royal Bank will ensure that the provision of such data will be in a format non-attributable to the Cardholder, VPA Account Holder, VPA Users or the Customer.

10. Fees and Charges

10.1. Interest Rates and Charges

The current Interest Rates are set out on each Billing Statement. They are expressed as annual percentage rates. The standard Interest Rates are shown in the chart outlined in the "Standard Annual Fees, Grace Periods and Interest Rates" section of these Commercial Card Program Service Materials. The Interest Rates may change from time to time.

If Corporate Billing has been selected for a Customer Account, whether combined with Finance Office Billing or not, the Customer can avoid interest on both Purchases and Fees on a Customer Account or a Finance Office Account by always paying the Customer

Account's and/or Finance Office Account's New Balance in full on or before the Payment Due Date, every month. The New Balance is shown on each Billing Statement and is made up of the sum of all Purchases, Cash Advances, interest and Fees incurred on all Cardholder Accounts and VPA Accounts under a Customer Account or Finance Office Account, up to the Statement Date.

If Individual Billing has been selected for a Customer Account, whether combined with Finance Office Billing or not, the Customer can avoid interest on both Purchases and Fees on a Cardholder Account, VPA Account or Finance Office Account by always paying the New Balance in full on or before the Payment Due Date, every month. The New Balance is shown on each Billing Statement and is made up of all Purchases, Cash Advances, interest and Fees incurred on a Cardholder Account or VPA Account, or the sum of all Purchases, Cash Advances, interest and Fees incurred on all Cardholder Accounts and VPA Accounts under a Finance Office Account, up to the Statement Date.

If the Customer does not pay an Account's New Balance in full on or before the Payment Due Date, the Customer will lose the interest-free status for Purchases and Fees. If this happens, the Customer must pay interest on all Purchases and Fees shown on that month's Billing Statement as well as interest on all new Purchases and new Fees.

Interest is calculated from the transaction date, until the day Royal Bank posts a payment for the total amount owing. To regain the interest-free status on Purchases and Fees, the Customer must pay the Account's New Balance by the Payment Due Date. Interest on previously billed Purchases and Fees that has accrued since the end of the last Account Statement period to the date the payment in full of the New Balance is received will appear on the next month's Billing Statement.

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

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

Royal Bank does not charge interest on interest.

Royal Bank calculates interest daily; however it only adds it to the Account monthly. The amount of interest Royal Bank charges on an Account is calculated as follows:

- Royal Bank adds the amount the Customer owes each day, and divides that total by the number of days in the Billing Statement period. This is the average daily balance; and
- Royal Bank multiplies the average daily balance by the applicable daily Interest Rate(s) (obtained by taking the annual Interest Rate(s) and dividing it by the number of days in the year). Royal Bank then multiplies this value by the total number of days in the Billing Statement period to determine the interest Royal Bank charges.

If there is more than one applicable Interest Rate, Royal Bank calculates the amount of interest the Customer owes based on the average daily balances that apply to each Interest Rate.

Each Billing Statement will show the Minimum Payment, Payment Due Date, transaction and posting dates, and Interest Rates.

10.2. Currency of Fees

The currency of the Fees listed in these Commercial Card Program Service Materials is as follows:

- Canadian dollars: for the Commercial Avion, Commercial Cash Back and Commercial Visa Cards; and
- U.S. dollars: for the Commercial U.S. Dollar Card.

10.3. Standard Annual Fees, Grace Periods and Interest Rates

The following provides some guidance with respect to standard non-refundable annual fees, Grace Periods and standard Interest Rates for the Commercial Card Products.

The annual fee may be different from that shown in these Commercial Card Program Service Materials if the terms and conditions for other banking and related services the Customer has with Royal Bank provide otherwise. For each Physical Card, an annual fee is charged on the first day of the month following the Cardholder Account opening (whether or not the Physical Card is activated) and annually thereafter on the first day of that same month.

10.3.1 Applicable to Physical Cards

Commercial Card Product	Non-Refundable Annual Fees	Grace Period (days)	Interest Rates	
			Purchase Interest Rate	Cash Advance Interest Rate
	For each Physical Card			
RBC Commercial Avion Visa	\$120	21	19.99%	22.99%
RBC Commercial Cash Back Visa	\$60	21	19.99%	22.99%
RBC Commercial Visa	\$30	21	19.99%	22.99%
RBC Commercial U.S. Dollar Visa	\$60	21	19.99%	22.99%

10.3.2 Applicable to Visa Payables Automation

Commercial Card Product	Non-Refundable Annual Fees	Grace Period (days)	Interest Rates	
			Purchase Interest Rate	Cash Advance Interest Rate
	For each VPA Account			
RBC Commercial Avion Visa	\$0	21	19.99%	N/A
RBC Commercial Cash Back Visa	\$0	21	19.99%	N/A
RBC Commercial Visa	\$0	21	19.99%	N/A
RBC Commercial U.S. Dollar Visa	\$0	21	19.99%	N/A

10.4. Other Fees

(a) Cash Advance Fee (applicable to Physical Cards only):

For all Commercial Card Products except the Commercial U.S. Dollar Card, when a Cardholder obtains the following types of Cash Advances, a \$3.50 fee for each transaction will be charged to the Cardholder Account, unless otherwise stated:

- a cash withdrawal charged to a Cardholder Account at one of Royal Bank's branches or ATMs, or at any other financial institution's ATM, in Canada; or
- a Quasi-Cash Transaction charged to a Cardholder Account, in Canada.

If the Cash Advance occurs outside Canada, a \$5.00 fee will be charged each time.

For the Commercial U.S. Dollar Card only, if the Cash Advance occurs in the U.S., a \$3.50 USD fee will be charged each time, and if the Cash Advance occurs outside the U.S., a \$5.00 USD fee will be charged each time.

Some factors outside of Royal Bank's control may influence whether the Cash Advance would be treated as a domestic or a foreign transaction. For example, if a Cash Advance is missing the country code, Royal Bank will assume the Cash Advance is a foreign transaction and a \$5.00 CAD or USD fee, depending on the Commercial Card Product, will be charged each time.

Cash Advance Fees are charged within three (3) business days from when the transaction is posted to the Cardholder Account. It is not possible to make a Cash Advance using a Virtual Card Number, and therefore, no Cash Advance Fee will be charged for Virtual Card Numbers generated from a VPA Account.

(b) Overlimit Fee

If the balance on any Cardholder Account exceeds the Cardholder Account Credit Limit or the balance on any VPA Account exceeds the VPA Account Credit Limit at any time

during the Account Statement period, a \$29.00 fee will be charged to that Cardholder Account or VPA Account on the Statement Date and on each subsequent Statement Date if the balance remains over the limit. A maximum of one "Overlimit Fee" per Cardholder Account or VPA Account will be charged per Account Statement period.

(c) Dishonoured Payment Fee:

If a payment to an Account is not processed because a financial institution returns a cheque or refuses a pre-authorized debit, a \$45.00 fee will be charged to the Account where the payment was posted, on the date the payment reversal is posted. This fee is in addition to any other fee charged for insufficient funds in the banking account.

(d) Account Statement Paper Copy

For each paper copy of an Account Statement, or for a reprint of an Account Statement, a \$5.00 fee will be charged to the Account within three (3) business days from when the copy was requested. Exceptions may be granted for Account Statements provided in an alternative format for accessibility purposes. For each Billing Statement update obtained from a Royal Bank branch in Canada or, if requested by the Customer only, at an ATM that provides Account Statement updates, a \$1.50 fee will be charged to the Account within three (3) business days from each Account Statement update obtained.

(e) Transaction Receipt Copy Fee

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

The Customer is responsible for paying all Fees.

10.5. Foreign Currency Conversion

Except for the Commercial U.S. Dollar Card, which is billed in U.S. dollars, all transactions shown on an Account Statement are billed in Canadian currency.

The exchange rate shown on an Account Statement, to six decimal places, is calculated by dividing the converted Canadian dollar (CAD) amount, rounded to the nearest cent, by the transaction currency amount. It may differ from the original benchmark rate because of this rounding. The CAD amount charged to the Cardholder Account or VPA Account is 2.5% over the benchmark rate. Some foreign currency transactions are converted directly to CAD, while others may be converted first to U.S. dollars, then to CAD. In either case, the benchmark rate will be the actual exchange rate applied at the time of the conversion, and is generally set daily. The original benchmark rate at the time a transaction was converted may be obtained at usa.visa.com/support/consumer/travel-support/exchange-rate-calculator.html. If interest is being charged to the Cardholder Account or the VPA Account, it will also be charged on the full value of foreign purchases, as determined by our exchange rate. For Commercial U.S. Dollar Cards, transactions are shown in U.S. dollars, and the same principles will apply if an amount is charged in a currency other than U.S. dollars. For any questions, please contact Royal Bank.

11. Cardholder Accounts and Use of Physical Cards/VPA Accounts Use of Virtual Card Numbers

11.1. General

(a) Applicable to Physical Cards: A Physical Card can only be used by the Cardholder in whose name it has been issued and should only be used for an Eligible Purpose including (a) making Purchases, whether the Cardholder buys in person, over the phone, using the Internet or by mail order; and (b) making cash withdrawals from the Cardholder Account, which constitute Cash Advances, at one of Royal Bank's branches, at another financial institution or at an ATM.

The Customer may impose restrictions on all aspects of the use of a Physical Card, including usage restriction to selected merchants based on Merchant Category Code Groups and adjustments to a Cardholder Account Credit Limit, so long as such restrictions comply with these Commercial Card Program Service Materials and Applicable Law.

If the Customer wishes to either prevent or restrict usage of Physical Cards to selected merchants based on Merchant Category Codes, the Customer acknowledges that (a) Royal Bank defines the Merchant Category Code Groups at its own discretion; (b) Royal Bank can only enforce Merchant Category Code restrictions to the extent it receives accurate Merchant Category Code data with the transaction authorization request; and (c) Royal Bank has no liability for transactions declined or approved contrary to the intent of the Customer.

The Customer is responsible for obtaining such agreements or commitments as it considers appropriate from Cardholders to govern the use of their Physical Card including, but not limited to, ensuring that the Physical Card is not used to purchase or pay for gambling, online gaming, illicit drug transactions or for any other unlawful purpose.

Royal Bank may refuse to authorize certain types of transactions at its discretion.

(b) Applicable to VPA Accounts and Virtual Card Numbers: Virtual Card Numbers can only be generated by VPA Users for an Eligible Purpose, including to pay for Purchases, whether the VPA User buys over the phone, using the Internet or by mail order. A Virtual Card Number cannot be used to make cash withdrawals from a VPA Account (which constitute Cash Advances), whether at one of Royal Bank's branches, at another financial institution or at an ATM.

The Customer may impose restrictions on all aspects of the use of Virtual Card Numbers, including, but not limited to, the Supplier to whom a Virtual Card Number is issued, the transaction amount associated with the Virtual Card Number, and usage restriction to selected merchants based on Merchant Category Code Groups so long as such restrictions comply with these Commercial Card Program Service Materials and Applicable Law.

If the Customer wishes to either prevent or restrict usage of Virtual Card Numbers to selected merchants based on Merchant Category Code Groups, the Customer acknowledges that (a) Royal Bank defines the Merchant Category Code Groups at its own discretion; (b) Royal Bank can only enforce Merchant Category Code restrictions to the extent it receives accurate Merchant Category Code data with the transaction authorization request; and (c) Royal Bank has no liability for transactions declined or approved contrary to the intent of the Customer.

The Customer is responsible for obtaining such agreements or commitments as it considers appropriate from VPA Users to govern their use of Virtual Card Numbers, including, but not limited to, ensuring that the VPA Account and Virtual Card Numbers are not used to purchase or pay for gambling, online gaming, illicit drug transactions or for any other unlawful purpose.

Royal Bank may refuse to authorize certain types of transactions at its discretion.

11.2. Debt Incurred Without a physical (i.e. plastic) credit card

(a) Applicable to physical credit card numbers only (without the physical (i.e. plastic) credit card): When a Cardholder incurs Debt without using the physical (i.e. plastic) credit card and uses the associated physical credit card number only, such as for a Purchase over the phone, using the Internet or by mail order, the legal effect is the same as if the Cardholder had used the physical (i.e. plastic) credit card and signed a sales draft or receipt or entered the PIN.

(b) Applicable to Virtual Card Numbers: Royal Bank will treat a VPA User's input and approval of Supplier payment details in Visa Payables Automation as the VPA User's authorization to generate a Virtual Card Number. When a VPA User incurs a Debt by generating a Virtual Card Number to pay a Supplier for a Purchase over the phone or using the Internet, or the Supplier enters the Virtual Card Number into its point-of-sale terminal, the legal effect is the same as if the VPA User used a physical (i.e. plastic) credit card and signed a sales draft or entered a PIN.

11.3. Cash Advances (Applicable to Physical Cards only)

Interest is always charged on a Cash Advance from the day the Cash Advance is made. "Cash Advance Fees" also apply to certain Cash Advances. These fees are set out in the "Other Fees" sub-section of these Commercial Card Program Service Materials. The following types of transactions are treated as Cash Advances:

- (a) when a Cardholder makes a cash withdrawal from the Cardholder Account at a Royal Bank branch or ATM, or at any other financial institution's branch or ATM; and
- (b) when a Cardholder makes a Quasi-Cash Transaction.

If the Relevant Party is uncertain as to whether a particular transaction will be treated as a Cash Advance or as a Purchase, the Relevant Party should contact Royal Bank.

For clarity, it is not possible to make a Cash Advance from the VPA Account or by using a Virtual Card Number.

11.4. Expiration, Renewal and Replacement of Physical Cards/Expiration of Virtual Card Numbers

(a) Applicable to Physical Cards: The Physical Card expires at the end of the month indicated on the Physical Card. Cardholders must not use the Physical Card if the Physical Card has expired. If anything is charged to a Cardholder Account after the Physical Card has expired, the Customer is still responsible for and must pay the Debt on such Physical Card. A renewal Physical Card will be issued before the expiration date indicated on the Physical Card. Renewal and replacement Physical Cards will continue to be sent to a Cardholder at the most current business address Royal Bank has on file for such Cardholders and in this way until the Customer advises Royal Bank to stop, provided the Cardholder Account is active and in good standing.

(b) Applicable to Virtual Card Numbers

Each Virtual Card Number that has been generated from a VPA Account expires on the date selected by the VPA User. Once expired, the Virtual Card Number can no longer be used and the VPA User will need to approve the generation of a new Virtual Card Number.

11.5. Account Closure Card Revocation or Suspension of Use

- (a) **Applicable to Cardholder Accounts and Physical Cards:** The Customer may close a Cardholder Account through RBC NextLogic at any time. Except as otherwise set out in these Commercial Card Program Service Materials, the Customer is liable to Royal Bank for all Debt resulting from the use of the Physical Card until closure of the Cardholder Account and the Physical Card has been destroyed.

If the Debt owing on an Account exceeds the Account Credit Limit, Royal Bank may suspend the right to use the Physical Cards, the Cardholder Accounts and all Services Royal Bank provides under these Commercial Card Program Service Materials, until the excess is paid in full.

Royal Bank may revoke or suspend a Cardholder's right to use the Physical Card and the Cardholder Account at any time without notice to the Relevant Party. A Cardholder must give up the Physical Card to the Customer or to Royal Bank at the request of either the Customer or Royal Bank.

- (b) **Applicable to VPA Accounts and Virtual Card Numbers:** The Customer may close a VPA Account at any time by calling Royal Bank. Except as otherwise set out in these Commercial Card Program Service Materials, the Customer is liable to Royal Bank for all Debt resulting from the generation of Virtual Card Numbers from a VPA Account, until closure of the VPA Account.

If the Debt owing on an Account exceeds the Account Credit Limit, Royal Bank may suspend the right to generate Virtual Card Numbers and to use the VPA Account(s) and all Services Royal Bank provides under these Commercial Card Program Service Materials until the excess is paid in full.

Royal Bank may revoke or suspend a VPA User's right to use the VPA Account to generate Virtual Card Numbers at any time without notice to the Relevant Party.

11.6. No use of Cards after termination of the Commercial Card Program Service Materials

Cardholders must not use the Physical Cards and VPA Users must not generate Virtual Card Numbers after the termination of these Commercial Card Program Service Materials. If anything is charged to a Cardholder Account or VPA Account after the termination of these Commercial Card Program Service Materials, the Customer is still responsible for and must pay the Debt on such Cardholder Accounts and VPA Accounts.

11.7. Credit

If a store, merchant or Supplier issues a credit or otherwise gives a refund to a Cardholder or VPA User, Royal Bank will reduce the balance of the Cardholder Account or VPA Account by the amount of the refund. However, if interest and/or Fees have been charged as a result of the transaction, Royal Bank will not refund the interest and/or the Fees.

11.8. Problems With a Purchase

Royal Bank is not responsible for any problem a Cardholder or VPA User has with any Purchase. If the Cardholder has a problem with anything purchased using a Physical Card (whether using a physical (i.e. plastic) credit card, the associated physical credit card number only), or if a VPA User has a problem with anything purchased with a Virtual Card Number, the Customer must still pay all Debt as required by these Commercial Card Program Service Materials. The Relevant Party must settle the problem or dispute directly with the store, merchant or Supplier.

In some circumstances, Royal Bank may be able to help the Relevant Party resolve disputed transactions. If the Relevant Party wishes to discuss a dispute, it will contact Royal Bank using the contact information indicated on the Account Statement.

Royal Bank is not responsible if, at any time, a merchant or Supplier does not honor a Physical Card or Virtual Card Number, or for any problem or dispute the Relevant Party may have with a merchant or Supplier.

11.9. PINs for Physical Cards, Security Questions and Answers for Virtual Card Numbers and Other Security Features

- (a) **Applicable to Physical Cards:** Royal Bank will provide each Cardholder with the ability to select a PIN, and include instructions on how to select and change it in the documentation accompanying the physical (i.e. plastic) credit card. Royal Bank will treat a PIN as the Cardholder's authorization whenever it is used with a physical Card. Any transactions done using the physical (i.e. plastic) credit card with the PIN, including certain types of Cash Advances, will have the same legal effect as if the Cardholder signed a sales draft.

Cardholders must protect the security of the physical (i.e. plastic) credit card and the Cardholder Account by keeping their PIN confidential and separate from the physical (i.e. plastic) credit card at all times. Cardholders must select a PIN which cannot be easily guessed. Cardholders must not select a PIN using a combination of their name, date of birth, telephone numbers, address or social insurance numbers.

No one but the Cardholder is permitted to know or use the PIN or any other Security Devices such as passwords, access codes and Physical Card numbers that may be used or required for Internet transactions or other transaction types. Each Cardholder must keep these Security Devices confidential and separate as well.

- (b) **Applicable to VPA Accounts and Virtual Card Numbers**

Royal Bank will provide VPA Users with the ability to manage Supplier profiles within Visa Payables Automation and to select and manage Security Questions and Answers to enable Suppliers to access and obtain Virtual Card Numbers after the Virtual Card Number is generated by the VPA User from the VPA Account. The Security Questions and Answers will be known to the VPA User and each respective Supplier.

Royal Bank will treat a VPA User's selection and use of Security Questions and Answers as the VPA User's authorization for a Supplier to access and obtain Virtual Card Numbers.

VPA Users must protect the security of (i) Security Questions and Answers used by Suppliers to access and obtain Virtual Card Numbers, (ii) Virtual Card Numbers, and (iii) the VPA Account, by keeping the Security Questions and Answers and Virtual Card Numbers confidential, separate and secure at all times. No one but VPA Users and Suppliers are permitted to know the respective Security Questions and Answers and Virtual Card Numbers that may be used or required for Internet transactions or other transaction types. No one but VPA Users are permitted to know any other Security Devices such as passwords and access codes that may be used or required for Internet transactions or other transaction types. Each VPA User must keep these Security Devices confidential and separate as well.

12. Unauthorized Transactions

12.1. Lost, Stolen, Intercepted or Unreceived Cards

- (a) **Applicable to Physical Cards**

If a Physical Card is lost, stolen, intercepted or has never been received by the Cardholder after it has been requested by the Customer or the Cardholder, or if a Program Administrator or the Cardholder suspects the Physical Card is lost, stolen or intercepted, the Program Administrator or the Cardholder must inform Royal Bank immediately.

Once Royal Bank is informed that a Physical Card has been or may have been lost, stolen, intercepted, or remains unreceived, Royal Bank will be able to prevent the use of the Physical Card.

The Customer is not liable to Royal Bank for any Debt resulting from the loss, theft or interception of a Physical Card that is incurred after the time the Program Administrator or the Cardholder informs Royal Bank about the loss, theft or interception of the Physical Card.

Notwithstanding the above, if a Physical Card is lost, stolen or intercepted, the Customer is liable to Royal Bank for all amounts owing on the Cardholder Account, resulting from the loss, theft or interception of the Physical Card that is incurred before the time the Program Administrator or the Cardholder informs Royal Bank about that loss, theft or interception through any one or more transactions on the Cardholder Account, and for which the Physical Card alone or the Physical Card and the PIN have been used together to complete such transactions.

- (b) **Applicable to Virtual Card Numbers**

If a Virtual Card Number is lost, stolen or intercepted after it has been generated by the VPA User, or if a VPA User suspects a Virtual Card Number is lost, stolen or intercepted, the VPA User must immediately cancel the Virtual Card Number in Visa Payables Automation. The VPA User should also call Royal Bank to let it know the Virtual Card Number has been lost, stolen or intercepted.

Once Royal Bank is informed that a Virtual Card Number has been or may have been lost, stolen or intercepted, Royal Bank will also be able to prevent the use of the Virtual Card Number.

The Customer is not liable to Royal Bank for any Debt resulting from the loss, theft or interception of a Virtual Card Number that is incurred after a VPA User cancels the Virtual Card Number in Visa Payables Automation or after the time a VPA User informs Royal Bank about the loss, theft or interception of the Virtual Card Number, whichever comes first.

Notwithstanding the above, if a Virtual Card Number is lost, stolen or intercepted, the Customer is liable to Royal Bank for all amounts owing on the VPA Account, resulting from the loss, theft or interception of the Virtual Card Number that is incurred before a VPA User cancels the Virtual Card Number in Visa Payables Automation or before the time a VPA User informs Royal Bank about that loss, theft or interception of the Virtual Card Number, whichever comes first.

12.2. Fraudulent Transactions with a Card

(a) Applicable to Physical Cards

For the purposes of this provision, “unauthorized use” of a Physical Card means use by a Person, other than the Cardholder, who does not have actual, implied or apparent authority for such use, and which does not benefit either the Customer or the Cardholder. If a Program Administrator or the Cardholder suspects that a Physical Card is being used by a Person other than the Cardholder, the Cardholder or Program Administrator must inform Royal Bank immediately.

Once Royal Bank is informed that a Physical Card may be misused, Royal Bank will be able to prevent the use of the Physical Card.

Also, if Royal Bank suspects unauthorized or fraudulent use of a Physical Card, Royal Bank may block the Physical Card or prevent its use without prior notice to the Cardholder.

The Customer is not liable to Royal Bank for any Debt resulting from the unauthorized use of a Physical Card that is incurred after the time the Cardholder informs Royal Bank about the unauthorized use of the Physical Card.

Notwithstanding the above, if someone uses a physical (i.e. plastic) credit card with or without the PIN, or the associated physical credit card number only with or without any other Security Devices, to make unauthorized Purchases or otherwise obtain the benefits of the Physical Card, or the Cardholder Account, the Customer is liable to Royal Bank for all amounts owing on the Cardholder Account resulting from the unauthorized use of the Physical Card incurred before the time the Cardholder informs Royal Bank about the unauthorized use through any one or more transactions on the Cardholder Account, unless (i) the Cardholder is able to establish, to the reasonable satisfaction of Royal Bank, that the Cardholder has taken reasonable steps to protect the Physical Card and the Cardholder Account against unauthorized use and to safeguard the PIN and other Security Devices in the manner set out in the Agreement, including these Commercial Card Program Service Materials, or as Royal Bank may otherwise advise Cardholders from time to time; and (ii) the Cardholder fully cooperates with Royal Bank’s investigation.

The Customer remains fully liable for all Debt incurred in connection with an unauthorized use if the Cardholder: (i) voluntarily discloses the PIN or other Security Devices, or (ii) otherwise contributes to the unauthorized or fraudulent use of a Physical Card, or permits access to the Cardholder Account, or (iii) fails to inform Royal Bank in a reasonable time that the Cardholder believes someone else may know the Cardholder’s PIN or other Security Devices.

(b) Applicable to Virtual Card Numbers

For the purposes of this provision, “unauthorized generation or use” of a Virtual Card Number means generation of a Virtual Card Number by a Person, other than the VPA User or use of a Virtual Card Number by a Person other than the Supplier to whom a Virtual Card Number has been issued, who does not have actual, implied or apparent authority for such generation or use, and which does not benefit the Customer, the VPA User or the Supplier.

If a VPA User or VPA Account Holder suspects that a Virtual Card Number (i) has been generated by a Person other than a VPA User; or, (ii) is being used by a Person other than the Supplier to whom the Virtual Card Number has been issued, the VPA User must cancel the Virtual Card Number immediately in Visa Payables Automation or call Royal Bank for assistance cancelling the Virtual Card Number. Once Royal Bank is informed that a Virtual Card Number may be misused, Royal Bank will also be able to prevent the use of the Virtual Card Number.

Also, if Royal Bank suspects unauthorized generation of or fraudulent use of a Virtual Card Number, Royal Bank may block the Virtual Card Number or prevent its use without prior notice to the VPA User.

The Customer is not liable to Royal Bank for any Debt resulting from the unauthorized generation or use of a Virtual Card Number that is incurred after the VPA User cancels the Virtual Card Number in Visa Payables Automation or after the time the VPA User informs Royal Bank about the unauthorized generation or use of the Virtual Card Number, whichever comes first.

Notwithstanding the above, if someone generates or uses a Virtual Card Number, with or without any other Security Devices or Security Questions and Answers, to make unauthorized Purchases or otherwise obtain the benefits of a Virtual Card Number or the VPA Account, the Customer is liable to Royal Bank for all amounts owing on the VPA Account resulting from the unauthorized generation or use of a Virtual Card Number incurred before the time the VPA User cancels the Virtual Card Number in Visa Payables Automation or informs Royal Bank about the unauthorized generation or use, whichever comes first, unless (i) the VPA User is able to establish, to the reasonable satisfaction of Royal Bank, that the VPA User has taken reasonable steps to protect the Virtual Card Numbers and the VPA Account against unauthorized generation or use and to safeguard

the Security Questions and Answers and other Security Devices in the manner set out in the Agreement, including these Commercial Card Program Service Materials, or as Royal Bank may otherwise advise VPA Users from time to time; and (ii) the VPA User fully cooperates with Royal Bank’s investigation.

The Customer remains fully liable for all Debt incurred in connection with an unauthorized generation or use of a Virtual Card Number if the VPA User (i) voluntarily discloses the Security Questions and Answers (other than to the relevant Supplier) or other Security Devices, (ii) otherwise contributes to the unauthorized or fraudulent generation or use of a Virtual Card Number, or access to the VPA Account, or (iii) fails to inform Royal Bank in a reasonable time that the VPA User believes someone else may know the VPA User’s Security Questions and Answers (other than the relevant Supplier) or other Security Devices.

12.3. Unauthorized Charges by Cardholders or VPA Users

The Customer may request Royal Bank to waive, in accordance with the Liability Waiver Insurance, the Customer’s liability for certain Unauthorized Charges posted to a Cardholder Account by a Cardholder or posted to a VPA Account by a VPA User, as set out in the Liability Waiver Insurance certificate.

Notwithstanding the foregoing, the Customer understands that if Individual Billing has been selected, any payments made by cheque to a Cardholder Account by a Cardholder, followed by a withdrawal by the Cardholder before such cheque gets refused by the Cardholder’s financial institution, are not covered by the Liability Waiver Insurance. The Customer will abide by the provisions of the Liability Waiver Insurance certificate, in effect from time to time.

For clarity, the Liability Waiver Insurance is not available for VPA Accounts and VPA Users.

13. Loyalty Programs

13.1. RBC Rewards Program

If the Commercial Card Product earns RBC Rewards points, which can be redeemed for merchandise, travel and other rewards, the Customer acknowledges that the Relevant Party’s participation in the “RBC Rewards program” is subject to the RBC Rewards Terms and Conditions, which are available for review at www.rbc rewards.com. The RBC Rewards Terms and Conditions are subject to change without notice. Paper copies are available upon request by contacting Royal Bank using the contact information indicated on the Account Statements.

13.2. RBC Cash Back Program

If the Commercial Card Product earns the Customer a certain percentage of the total amount of eligible net Purchases charged to the Customer Account annually, the Customer acknowledges that the Customer’s participation in the “Cash Back program” is subject to the RBC Cash Back Terms and Conditions, which are available for review at <http://www.rbcroyalbank.com/credit-cards/documentation.html>. The RBC Cash Back Terms and Conditions are subject to change without notice. Paper copies are available upon request by contacting Royal Bank using the contact information indicated on the Account Statements.

14. Amendments

14.1. Amendments to the Commercial Card Program Service Materials by Royal Bank

Royal Bank may amend these Commercial Card Program Service Materials, including the Interest Rates and Fees applicable to the Commercial Card Products, at any time. If Royal Bank does so, it will give the Customer at least thirty (30) days prior notice of each change in any one or more of the following way(s): by (i) sending the Customer a written notice (by mail or through an Electronic Channel); (ii) adding a notice on the Account Statement; (iii) posting a notice in all of Royal Bank’s branches; (iv) displaying a notice at Royal Bank’s ATMs; or (v) posting a notice on Royal Bank’s website. If Royal Bank sends the Customer a written notice, it will be directed to the Customer and such notice will be deemed sufficient for both the Customer and all Cardholders and VPA Users.

If any Service is used or any Debt remains unpaid after the effective date of a change, it will mean that the Customer is deemed to have agreed and consented to the change. If any change is not acceptable to the Customer, the Customer must immediately stop using the affected Services and contact Royal Bank for assistance.

The Customer agrees to be bound by the latest version of these Commercial Card Program Service Materials made available from time to time on Royal Bank’s website, or otherwise provided to the Customer. The Customer agrees to regularly review these and any notice of change outlined above.

14.2. Amendments to the Services by Royal Bank

Royal Bank may add, remove, or change any part or feature of the Commercial Card Products, RBC NextLogic and the RBC NextLogic Services without providing prior notice to the Customer.

14.3. Amendments to the Commercial Card Program

At the time the Commercial Card Program is established or shortly after, the Customer will be required to make various decisions and selections with respect to the administration, management and maintenance of the Commercial Card Program. Except as otherwise set out in these Commercial Card Program Service Materials, should the Customer make any change to these initial decisions and selections in the future, or should the Card Facility Credit Limit (or the Total Credit Limit, when applicable) change from time to time, the Customer won't have to re-execute these Commercial Card Program Service Materials. Instead, Royal Bank will send a notice confirming such changes to the Customer's Accounts.

15. Termination of the Commercial Card Program Service Materials

In addition to any other rights to terminate the Agreement or Services set forth in the Legal Terms and Conditions, Royal Bank or the Customer may terminate the Commercial Card Program and these Commercial Card Program Service Materials, at any time, by giving the other a written notice at least sixty (60) days prior to the effective date of termination, or as otherwise mutually agreed to in writing by the parties. For greater certainty, termination of the Commercial Card Program and these Commercial Card Program Service Materials will result in termination of all related Services, including all Cards and RBC NextLogic Services.

16. Miscellaneous

16.1. Transfer of Rights

Royal Bank may, at any time, sell, transfer or assign any or all of Royal Bank's rights under these Commercial Card Program Service Materials. If Royal Bank does so, Royal Bank can share information concerning any Account with prospective purchasers, transferees or assignees. In such case, Royal Bank will ensure that they are bound to respect the Relevant Party's privacy rights in the same way that Royal Bank is.

16.2. Limitations on Liability of Royal Bank

In addition to the limitations set forth in the Legal Terms and Conditions, Royal Bank tries to ensure that the Physical Cards and the Virtual Card Numbers are accepted when presented. However, Royal Bank is not liable to the Relevant Party for any Losses, including special, indirect or consequential damages, that may result if, for any reason, (i) a Physical Card or a Virtual Card Number is not accepted, (ii) a Cardholder is unable to access the Cardholder Account, (iii) a VPA User is unable to access the VPA Account, or (iv) the Customer is unable to access the Customer Account or Finance Office Account.

16.3. Complete Agreement

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

16.4. How to Contact Royal Bank

If the Relevant Party needs help or has questions about an Account, RBC NextLogic or the RBC NextLogic Services, the Relevant Party may visit www.rbc.com/corporatecardservices or contact Royal Bank during regular business hours, using the contact information indicated on Account Statements.

17. Authorization and Execution

If more than one Authorized Person is signing below, each Authorized Person signing below confirms having the power and authority to sign these Commercial Card Program Service Materials on behalf of the Customer and to legally bind the Customer.

If only one Authorized Person is signing below, such Authorized Person confirms having the power and authority to sign these Commercial Card Program Service Materials on behalf of the Customer and to legally bind the Customer, in each case, acting alone.

By signing these Commercial Card Program Service Materials, the Customer is bound by these Commercial Card Program Service Materials, and acknowledges the credit limits set out below, as of:

YYYY-MM-DD

Card Facility Credit Limit: \$ 100000

If applicable: Royal Bank has granted a Temporary Credit Limit Amount of \$ _____, which will expire on _____, for a Total Credit Limit of \$ _____. YYYY-MM-DD

Customer's Legal Name: MACCABEE & CO. INC.

X e-Signed by David Gross on 2023-05-31 21:17:19 GMT

Authorized Person's Signature Authorized Person's Name: DAVID GROSS

Authorized Person's Title: OWNER

X e-Signed by Janice Gross on 2023-05-31 21:28:36 GMT

Authorized Person's Signature Authorized Person's Name: JANICE GROSS

Authorized Person's Title: OWNER

X

Authorized Person's Signature Authorized Person's Name: _____

Authorized Person's Title: _____

X

Authorized Person's Signature Authorized Person's Name: _____

Authorized Person's Title: _____

THIS IS EXHIBIT "C" REFERRED TO IN THE
AFFIDAVIT OF NELLY BAKKER.

SWORN/AFFIRMED BEFORE ME THIS
22 DAY OF JANUARY, 2025.



A Notary Public in and for the Province of British Columbia

DENTONS CANADA LLP
Barristers & Solicitors
20th Floor, 250 Howe Street
Vancouver, B.C. V6C 3R8
Telephone (604) 687-4460



Royal Bank of Canada General Security Agreement

SRF:
393428123

BRANCH ADDRESS:
1213 18 AVE
COALDALE, AB
T1M 1M5

BORROWER:
MACCABEE & CO. INC.

1. SECURITY INTEREST

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

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

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

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

2. INDEBTEDNESS SECURED

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

outstanding and RBC shall be entitled to pursue full payment thereof.

3. REPRESENTATIONS AND WARRANTIES OF DEBTOR

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

- a) the Collateral is genuine and owned by Debtor free of all security interests, mortgages, liens, claims, charges, licenses, leases, infringements by third parties, encumbrances or other adverse claims or interests (hereinafter collectively called "Encumbrances"), save for the Security Interest and those Encumbrances shown on Schedule "A" or hereafter approved in writing by RBC, prior to their creation or assumption;
- b) all Intellectual Property applications and registrations are valid and in good standing and Debtor is the owner of the applications and registrations;
- c) each Debt, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "Account Debtor"), and the amount represented by Debtor to RBC from time to time as owing by each Account Debtor or by all Account Debtors will be the correct amount actually and unconditionally owing by such Account Debtor or Account Debtors, except for normal cash discounts where applicable, and no Account Debtor will have any defence, set off, claim or counterclaim against Debtor which can be asserted against RBC, whether in any proceeding to enforce Collateral or otherwise;
- d) the locations specified in Schedule "B" as to business operations and records are accurate and complete and with respect to Goods (including Inventory) constituting Collateral, the locations specified in Schedule "B" are accurate and complete save for Goods in transit to such locations and Inventory on lease or consignment; and all fixtures or Goods about to become fixtures and all crops and all oil, gas or other minerals to be extracted and all timber to be cut which forms part of the Collateral will be situate at one of such locations; and
- e) the execution, delivery and performance of the obligations under this Security Agreement and the creation of any security interest in or assignment hereunder of Debtor's rights in the Collateral to RBC will not result in a breach of any agreement to which Debtor is a party.

4. COVENANTS OF THE DEBTOR

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

- a) to defend the Collateral against the claims and demands of all other parties claiming the same or an interest therein; to diligently initiate and prosecute legal action against all infringers of Debtor's rights in Intellectual Property; to take all reasonable action to keep the Collateral free from all Encumbrances, except for the Security Interest, licenses which are compulsory under federal or provincial legislation and those shown on Schedule "A" or hereafter approved in writing by RBC, prior to their creation or assumption, and not to sell, exchange, transfer, assign, lease, license or otherwise dispose of Collateral or any interest therein without the prior written consent of RBC; provided always that, until default, Debtor may, in the ordinary course of Debtor's business, sell or lease Inventory and, subject to Clause 7 hereof, use Money available to Debtor;
- b) to notify RBC promptly of:
 - i) any change in the information contained herein or in the Schedules hereto relating to Debtor, Debtor's business or Collateral,
 - ii) the details of any significant acquisition of Collateral,
 - iii) the details of any claims or litigation affecting Debtor or Collateral,
 - iv) any loss or damage to Collateral,
 - v) any default by any Account Debtor in payment or other performance of its obligations with respect to Collateral, and
 - vi) the return to or repossession by Debtor of Collateral;
- c) to keep Collateral in good order, condition and repair and not to use Collateral in violation of the provisions of this Security Agreement or any other agreement relating to Collateral or any policy insuring Collateral or any applicable statute, law, by-law, rule, regulation or ordinance; to keep all agreements, registrations and applications relating to Intellectual Property and intellectual property used by Debtor in its business in good standing and to renew all agreements and registrations as may be necessary or desirable to protect Intellectual Property, unless otherwise agreed in writing by RBC; to apply to register all existing and future copyrights, trademarks, patents, integrated circuit topographies and industrial designs whenever it is commercially reasonable to do so;
- d) to do, execute, acknowledge and deliver such financing statements, financing change statements and further assignments, transfers, documents, acts, matters and things (including further schedules hereto) as may be reasonably requested by RBC of or with respect to Collateral in order to give effect to these presents and to pay all costs for searches and filings in connection therewith;
- e) to pay all taxes, rates, levies, assessments and other charges of every nature which may be lawfully levied, assessed or imposed against or in respect of Debtor or Collateral as and when the same become due and payable;
- f) to insure collateral in such amounts and against such risks as would customarily be insured by a prudent owner of similar

Collateral and in such additional amounts and against such additional risks as RBC may from time to time direct, with loss payable to RBC and Debtor, as insureds, as their respective interests may appear, and to pay all premiums therefor and deliver copies of policies and evidence of renewal to RBC on request;

- g) to prevent Collateral, save Inventory sold or leased as permitted hereby, from being or becoming an accession to other property not covered by this Security Agreement;
- h) to carry on and conduct the business of Debtor in a proper and efficient manner and so as to protect and preserve Collateral and to keep, in accordance with generally accepted accounting principles, consistently applied, proper books of account for Debtor's business as well as accurate and complete records concerning Collateral, and mark any and all such records and Collateral at RBC's request so as to indicate the Security Interest;
- i) to deliver to RBC from time to time promptly upon request:
 - i) any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to Collateral,
 - ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to Collateral for the purpose of inspecting, auditing or copying the same,
 - iii) all financial statements prepared by or for Debtor regarding Debtor's business,
 - iv) all policies and certificates of insurance relating to Collateral, and
 - v) such information concerning Collateral, the Debtor and Debtor's business and affairs as RBC may reasonably request.

5. USE AND VERIFICATION OF COLLATERAL

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

6. SECURITIES, INVESTMENT PROPERTY

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

Where any Investment Property is held in or credited to an account that has been established with a securities intermediary, RBC may, at any time after default, give a notice of exclusive control to any such securities intermediary with respect to such Investment Property.

7. COLLECTION OF DEBTS

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

8. INCOME FROM AND INTEREST ON COLLATERAL

- a) Until default, Debtor reserves the right to receive any Money constituting income from or interest on Collateral and if RBC receives any such Money prior to default, RBC shall either credit the same against the Indebtedness or pay the same promptly to Debtor.
- b) After default, Debtor will not request or receive any Money constituting income from or interest on Collateral and if Debtor receives any such Money without any request by it, Debtor will pay the same promptly to RBC.

9. INCREASES, PROFITS, PAYMENTS OR DISTRIBUTIONS

- a) Whether or not default has occurred, Debtor authorizes RBC:
 - i) to receive any increase in or profits on Collateral (other than Money) and to hold the same as part of Collateral. Money so received shall be treated as income for the purposes of Clause 8 hereof and dealt with accordingly;
 - ii) to receive any payment or distribution upon redemption or retirement or upon dissolution and liquidation of the issuer of

Collateral; to surrender such Collateral in exchange therefor and to hold any such payment or distribution as part of Collateral.

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

10. DISPOSITION OF MONEY

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

11. EVENTS OF DEFAULT

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

- a) the nonpayment when due, whether by acceleration or otherwise, of any principal or interest forming part of Indebtedness or the failure of Debtor to observe or perform any obligation, covenant, term, provision or condition contained in this Security Agreement or any other agreement between Debtor and RBC;
- b) the death of or a declaration of incompetency by a court of competent jurisdiction with respect to Debtor, if an individual;
- c) the bankruptcy or insolvency of Debtor; the filing against Debtor of a petition in bankruptcy; the making of an assignment for the benefit of creditors by Debtor; the appointment of a receiver or trustee for Debtor or for any assets of Debtor or the institution by or against Debtor of any other type of insolvency proceeding under the Bankruptcy and Insolvency Act or otherwise;
- d) the institution by or against Debtor of any formal or informal proceeding for the dissolution or liquidation of, settlement of claims against or winding up of affairs of Debtor;
- e) if any Encumbrance affecting Collateral becomes enforceable against Collateral;
- f) if Debtor ceases or threatens to cease to carry on business or makes or agrees to make a bulk sale of assets without complying with applicable law or commits or threatens to commit an act of bankruptcy;
- g) if any execution, sequestration, extent or other process of any court becomes enforceable against Debtor or if distress or analogous process is levied upon the assets of Debtor or any part thereof;
- h) if any certificate, statement, representation, warranty or audit report heretofore or hereafter furnished by or on behalf of Debtor pursuant to or in connection with this Security Agreement, or otherwise (including, without limitation, the representations and warranties contained herein) or as an inducement to RBC to extend any credit to or to enter into this or any other agreement with Debtor, proves to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or proves to have omitted any substantial contingent or unliquidated liability or claim against Debtor; or if upon the date of execution of this Security Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty or audit report, which change shall not have been disclosed to RBC at or prior to the time of such execution.

12. ACCELERATION

RBC, in its sole discretion, may declare all or any part of Indebtedness which is not by its terms payable on demand to be immediately due and payable, without demand or notice of any kind, in the event of default, or if RBC considers itself insecure or that the Collateral is in jeopardy. The provisions of this clause are not intended in any way to affect any rights of RBC with respect to any Indebtedness which may now or hereafter be payable on demand.

13. REMEDIES

a) Upon default, RBC may appoint or reappoint by instrument in writing, any person or persons, whether an officer or officers or an employee or employees of RBC or not, to be a receiver or receivers (hereinafter called a "Receiver", which term when used herein shall include a receiver and manager) of Collateral (including any interest, income or profits therefrom) and may remove any Receiver so appointed and appoint another in his/her stead. Any such Receiver shall, so far as concerns responsibility for his/her acts, be deemed the agent of Debtor and not RBC, and RBC shall not be in any way responsible for any misconduct, negligence or non-feasance on the part of any such Receiver, his/her servants, agents or employees. Subject to the provisions of the instrument appointing him/her, any such Receiver shall have power to take possession of Collateral, to preserve Collateral or its value, to carry on or concur in carrying on all or any part of the business of Debtor and to sell, lease, license or otherwise dispose of or concur in selling, leasing, licensing or otherwise disposing of Collateral. To facilitate the foregoing powers, any such Receiver may, to the exclusion of all others, including Debtor, enter upon, use and occupy all premises owned or occupied by Debtor wherein Collateral may be situated, maintain Collateral upon such premises, borrow money on a secured or unsecured basis and use Collateral directly in carrying on Debtor's business or as security for loans or advances to enable the Receiver to carry on Debtor's business or otherwise, as such Receiver shall, in its discretion, determine. Except as may be otherwise directed by RBC, all Money received from time to time by such Receiver in carrying out his/her appointment shall be received in trust for and paid over to RBC. Every such Receiver may, in the discretion of RBC, be vested with all or any of the rights and powers of RBC.

- b) Upon default, RBC may, either directly or through its agents or nominees, exercise any or all of the powers and rights given to a Receiver by virtue of the foregoing sub-clause (a).
- c) RBC may take possession of, collect, demand, sue on, enforce, recover and receive Collateral and give valid and binding receipts and discharges therefor and in respect thereof and, upon default, RBC may sell, license, lease or otherwise dispose of Collateral in such manner, at such time or times and place or places, for such consideration and upon such terms and conditions as to RBC may seem reasonable.
- d) In addition to those rights granted herein and in any other agreement now or hereafter in effect between Debtor and RBC and in addition to any other rights RBC may have at law or in equity, RBC shall have, both before and after default, all rights and remedies of a secured party under the P.P.S.A. Provided always, that RBC shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease, license or otherwise dispose of Collateral or to institute any proceedings for such purposes. Furthermore, RBC shall have no obligation to take any steps to preserve rights against prior parties to any Instrument or Chattel Paper whether Collateral or proceeds and whether or not in RBC's possession and shall not be liable or accountable for failure to do so.
- e) Debtor acknowledges that RBC or any Receiver appointed by it may take possession of Collateral wherever it may be located and by any method permitted by law and Debtor agrees upon request from RBC or any such Receiver to assemble and deliver possession of Collateral at such place or places as directed.
- f) Debtor agrees to be liable for and to pay all costs, charges and expenses reasonably incurred by RBC or any Receiver appointed by it, whether directly or for services rendered (including reasonable solicitors and auditors costs and other legal expenses and Receiver remuneration), in operating Debtor's accounts, in preparing or enforcing this Security Agreement, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting Indebtedness and all such costs, charges and expenses, together with any amounts owing as a result of any borrowing by RBC or any Receiver appointed by it, as permitted hereby, shall be a first charge on the proceeds of realization, collection or disposition of Collateral and shall be secured hereby.
- g) RBC will give Debtor such notice, if any, of the date, time and place of any public sale or of the date after which any private disposition of Collateral is to be made as may be required by the P.P.S.A..
- h) Upon default and receiving written demand from RBC, Debtor shall take such further action as may be necessary to evidence and effect an assignment or licensing of Intellectual Property to whomever RBC directs, including to RBC. Debtor appoints any officer or director or branch manager of RBC upon default to be its attorney in accordance with applicable legislation with full power of substitution and to do on Debtor's behalf anything that is required to assign, license or transfer, and to record any assignment, licence or transfer of the Collateral. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.

14. MISCELLANEOUS

- a) Debtor hereby authorizes RBC to file such financing statements, financing change statements and other documents and do such acts, matters and things (including completing and adding schedules hereto identifying Collateral or any permitted Encumbrances affecting Collateral or identifying the locations at which Debtor's business is carried on and Collateral and records relating thereto are situate) as RBC may deem appropriate to perfect on an ongoing basis and continue the Security Interest, to protect and preserve Collateral and to realize upon the Security Interest and Debtor hereby irrevocably constitutes and appoints the Manager or Acting Manager from time to time of the herein mentioned branch of RBC the true and lawful attorney of Debtor, with full power of substitution, to do any of the foregoing in the name of Debtor whenever and wherever it may be deemed necessary or expedient.
- b) Without limiting any other right of RBC, whenever Indebtedness is immediately due and payable or RBC has the right to declare Indebtedness to be immediately due and payable (whether or not it has so declared), RBC may, in its sole discretion, set off against Indebtedness any and all amounts then owed to Debtor by RBC in any capacity, whether or not due, and RBC shall be deemed to have exercised such right to set off immediately at the time of making its decision to do so even though any charge therefor is made or entered on RBC's records subsequent thereto.
- c) Upon Debtor's failure to perform any of its duties hereunder, RBC may, but shall not be obligated to perform any or all of such duties, and Debtor shall pay to RBC, forthwith upon written demand therefor, an amount equal to the expense incurred by RBC in so doing plus interest thereon from the date such expense is incurred until it is paid at the rate of 15% per annum.
- d) RBC may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with Debtor, debtors of Debtor, sureties and others and with Collateral and other security as RBC may see fit without prejudice to the liability of Debtor or RBC's right to hold and realize the Security Interest. Furthermore, RBC may demand, collect and sue on Collateral in either Debtor's or RBC's name, at RBC's option, and may endorse Debtor's name on any and all cheques, commercial paper, and any other Instruments pertaining to or constituting Collateral.
- e) No delay or omission by RBC in exercising any right or remedy hereunder or with respect to any Indebtedness shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Furthermore, RBC may remedy any default by Debtor hereunder or with respect to any Indebtedness in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by Debtor. All rights and remedies of RBC granted or recognized herein are cumulative and may be exercised at

any time and from time to time independently or in combination.

- f) Debtor waives protest of any Instrument constituting Collateral at any time held by RBC on which Debtor is in any way liable and, subject to Clause 13(g) hereof, notice of any other action taken by RBC.
- g) This Security Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. In any action brought by an assignee of this Security Agreement and the Security Interest or any part thereof to enforce any rights hereunder, Debtor shall not assert against the assignee any claim or defence which Debtor now has or hereafter may have against RBC. If more than one Debtor executes this Security Agreement the obligations of such Debtors hereunder shall be joint and several.
- h) RBC may provide any financial and other information it has about Debtor, the Security Interest and the Collateral to any one acquiring or who may acquire an interest in the Security Interest or the Collateral from the Bank or any one acting on behalf of the Bank.
- i) Save for any schedules which may be added hereto pursuant to the provisions hereof, no modification, variation or amendment of any provision of this Security Agreement shall be made except by a written agreement, executed by the parties hereto and no waiver of any provision hereof shall be effective unless in writing.
- j) Subject to the requirements of Clauses 13(g) and 14(k) hereof, whenever either party hereto is required or entitled to notify or direct the other or to make a demand or request upon the other, such notice, direction, demand or request shall be in writing and shall be sufficiently given, in the case of RBC, if delivered to it or sent by prepaid registered mail addressed to it at its address herein set forth or as changed pursuant hereto, and, in the case of Debtor, if delivered to it or if sent by prepaid registered mail addressed to it at its last address known to RBC. Either party may notify the other pursuant hereto of any change in such party's principal address to be used for the purposes hereof.
- k) This Security Agreement and the security afforded hereby is in addition to and not in substitution for any other security now or hereafter held by RBC and is intended to be a continuing Security Agreement and shall remain in full force and effect until the Manager or Acting Manager from time to time of the herein mentioned branch of RBC shall actually receive written notice of its discontinuance; and, notwithstanding such notice, shall remain in full force and effect thereafter until all Indebtedness contracted for or created before the receipt of such notice by RBC, and any extensions or renewals thereof (whether made before or after receipt of such notice) together with interest accruing thereon after such notice, shall be paid in full.
- l) The headings used in this Security Agreement are for convenience only and are not be considered a part of this Security Agreement and do not in any way limit or amplify the terms and provisions of this Security Agreement.
- m) When the context so requires, the singular number shall be read as if the plural were expressed and the provisions hereof shall be read with all grammatical changes necessary dependent upon the person referred to being a male, female, firm or corporation.
- n) In the event any provisions of this Security Agreement, as amended from time to time, shall be deemed invalid or void, in whole or in part, by any Court of competent jurisdiction, the remaining terms and provisions of this Security Agreement shall remain in full force and effect.
- o) Nothing herein contained shall in any way obligate RBC to grant, continue, renew, extend time for payment of or accept anything which constitutes or would constitute Indebtedness.
- p) The Security Interest created hereby is intended to attach when this Security Agreement is signed by Debtor and delivered to RBC.
- q) Debtor acknowledges and agrees that in the event it amalgamates with any other company or companies it is the intention of the parties hereto that the term "Debtor" when used herein shall apply to each of the amalgamating companies and to the amalgamated company, such that the Security Interest granted hereby:
- i) shall extend to "Collateral" (as that term is herein defined) owned by each of the amalgamating companies and the amalgamated company at the time of amalgamation and to any "Collateral" thereafter owned or acquired by the amalgamated company, and
 - ii) shall secure the "Indebtedness" (as that term is herein defined) of each of the amalgamating companies and the amalgamated company to RBC at the time of amalgamation and any "Indebtedness" of the amalgamated company to RBC thereafter arising. The Security Interest shall attach to "Collateral" owned by each company amalgamating with Debtor, and by the amalgamated company, at the time of the amalgamation, and shall attach to any "Collateral" thereafter owned or acquired by the amalgamated company when such becomes owned or is acquired.
- r) In the event that Debtor is a body corporate, it is hereby agreed that The Limitation of Civil Rights Act of the Province of Saskatchewan, or any provision thereof, shall have no application to this Security Agreement or any agreement or instrument renewing or extending or collateral to this Security Agreement. In the event that Debtor is an agricultural corporation within the meaning of The Saskatchewan Farm Security Act, Debtor agrees with RBC that all of Part IV (other than Section 46) of that Act shall not apply to Debtor.
- s) This Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the province in which the herein branch of RBC is located, as those laws may from time to time be in effect, except if such branch of RBC is located in Quebec then, this Security Agreement and the transactions evidenced hereby shall be governed by and

construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

15. COPY OF AGREEMENT

- a) Debtor hereby acknowledges receipt of a copy of this Security Agreement.
- b) Debtor waives Debtor's right to receive a copy of any financing statement or financing change statement registered by RBC or of any verification statement with respect to any financing statement or financing change statement registered by RBC. (Applies in all P.P.S.A. Provinces).

16. Debtor represents and warrants that the following information is accurate:

BUSINESS DEBTOR

NAME OF BUSINESS DEBTOR MACCABEE & CO. INC.			
ADDRESS OF BUSINESS DEBTOR 1213 18 AVE	CITY COALDALE	PROVINCE AB	POSTAL CODE T1M 1M5

IN WITNESS WHEREOF executed this _____ day of 2023-05-18, _____.

MACCABEE & CO. INC.

e-Signed by David Gross
on 2023-05-18 02:09:18 GMT

_____ Seal

e-Signed by Janice Gross
on 2023-05-18 02:12:01 GMT

_____ Seal

SCHEDULE "A"

(ENCUMBRANCES AFFECTING COLLATERAL)

SCHEDULE "B"

1. Locations of Debtor's Business Operations

1213 18 AVE
COALDALE
AB
CA
T1M 1M5

2. Locations of Records relating to Collateral (if different from 1. above)

3. Locations of Collateral (if different from 1. above)

SCHEDULE "C"
(DESCRIPTION OF PROPERTY)

THIS IS EXHIBIT "D" REFERRED TO IN THE
AFFIDAVIT OF NELLY BAKKER.

SWORN/AFFIRMED BEFORE ME THIS
22 DAY OF JANUARY, 2025.



A Notary Public in and for the Province of British Columbia

DENTONS CANADA LLP
Barristers & Solicitors
20th Floor, 250 Howe Street
Vancouver, B.C. V6C 3R8
Telephone (604) 687-4460



This Master Lease Agreement (the "Master Lease Agreement") made as of the 13th day of September, 2023 between

ROYAL BANK OF CANADA ("Lessor")

and

MACCABEE & CO. INC. ("Lessee")

Address:

5575 North Service Rd,
Suite 300,
Burlington, Ontario
L7L 6M1

Address:

1213 - 18 Ave PO Box 355
Coaldale, Alberta
T1M 1M5

Lessor and Lessee agree as follows:

1. Leasing of Equipment

- 1.1 Lessor may, from time to time, at its option, on the request of Lessee, acquire equipment for leasing to Lessee pursuant to the terms of this Lease Agreement and the relevant supplemental agreement ("Leasing Schedule"). Equipment which is acquired for leasing to Lessee and which is described in a Leasing Schedule is referred to in this Lease Agreement as the "Equipment".
- 1.2 Neither Lessor, nor Lessee on behalf of Lessor, will order or acquire any Equipment unless Lessee has executed such documents and agreements as Lessor may require. Lessee will advise Lessor promptly of any Equipment ordered or acquired by Lessee on behalf of Lessor.
- 1.3 Lessee will provide Lessor with a copy of the invoice for each item of Equipment. If Lessee has purchased the Equipment on behalf of Lessor, Lessee shall cause the purchase invoice to be addressed to Lessor. Payment will be made by Lessor to the seller directly.
- 1.4 Lessee shall conduct such acceptance testing of any Equipment as may be appropriate in the circumstances, and promptly upon successful completion of that acceptance testing shall sign the relevant Leasing Schedule for the Equipment, and return one executed Leasing Schedule to Lessor.
- 1.5 Lessor shall have no responsibility under any purchase order or any purchase or license agreement or any Leasing Schedule if Lessee does not accept the Equipment and sign and deliver to Lessor the Leasing Schedule(s) and acceptance certificate for that Equipment. Any agreement with the seller of the Equipment will include a provision to this effect.
- 1.6 Each Leasing Schedule shall constitute a separate lease (each, a "Lease") of the Equipment described in the Leasing Schedule but incorporating the terms of this Lease Agreement. In the event of a conflict between the terms of this Lease Agreement and any Leasing Schedule with respect to any Lease, the terms of the Leasing Schedule shall govern.
- 1.7 Terms not otherwise defined herein shall have the same meaning ascribed under the Leasing Schedule.

2. Payment of Equipment Cost

- 2.1 Lessor will pay the agreed cost to be funded by Lessor for the Equipment as set out in the Leasing Schedule on the later of: (i) the due date for payment, and (ii) delivery of the signed Leasing Schedule.

3. Rental

- 3.1 Lessee shall pay to Lessor the rental payable, as set out in the relevant Leasing Schedule. The Total Monthly Rental Installment set out in each Leasing Schedule is referred to in

this Lease Agreement as an "Installment". The first Installment is payable on the Commencement Date of the Term and the last of such Installments is payable on the Termination Date of Term, all as set out in the relevant Leasing Schedule. In no event shall the effective interest rate payable by the Borrower under any Facility be less than zero.

4. Rent Payment

- 4.1 Each Installment shall be paid at the office of Lessor, at the address set out on page 1 of this Lease Agreement, or at such other place in Canada as Lessor may from time to time designate by notice.

5. Ownership

- 5.1 Title to, ownership of, and property in, the Equipment shall at all times be and remain solely and exclusively in Lessor, subject only to the rights of Lessee to use the Equipment pursuant to the provisions of this Lease, and to purchase the same pursuant to any option granted in the relevant Leasing Schedule. Lessor may require plates or markings to be affixed or placed at the sole cost of Lessee on each item of Equipment indicating Lessor as owner.
- 5.2 The Equipment shall be located and used at the address of Lessee or the location shown under the heading "Equipment Location" of the applicable Leasing Schedule, and shall not be removed from that location without the written consent of Lessor. In the event that the location of the Equipment is changed, Lessee will give to Lessor notice of the new location not later than five (5) days after the change.

6. Personal Property

- 6.1 Notwithstanding any purposes for which the Equipment may be used or that it may become in any manner affixed or attached to or embedded in or permanently rested upon land or any structure thereon, it shall remain moveable personal property, and subject to all of the rights of Lessor under the Lease to which it is subject.
- 6.2 Lessee agrees to use all reasonable commercial efforts to obtain a waiver, if required by and in a form satisfactory to Lessor, from any landlord, mortgagee, hypothecary creditor or other encumbrancers or any person having any interest in the land or structure referred to in Section 6.1 hereof consenting to this Lease Agreement and any relevant Leasing Schedule, and to the exercise by Lessor of its rights thereunder and hereunder and declaring that such encumbrances do not affect the Equipment.
- 6.3 Solely for the purpose of, and to the extent reasonably necessary to protect the interest of Lessor as to its title and first priority interest in the Equipment, and without election or admission that this Agreement or any Leasing Schedule is a finance lease, Lessee grants a security interest in any interest of Lessee in the Equipment to Lessor.

7. License

- 7.1 Lessee agrees that Lessor:

- (a) may at any time and from time to time, if an Event of Default (s.18) has occurred and is continuing, enter upon any lands and premises where any Equipment is located with all such force as may be reasonably required, to dismantle, detach and remove the Equipment or render it unusable;
- (b) shall not be liable for any damage done to those lands or premises in exercising those rights, save only such damage as may be caused by the gross negligence or willful act of Lessor or its agents or servants; and
- (c) may, at its election, register, by way of caveat or otherwise, against those lands and premises of its rights under the Lease.

8. Exclusion of Representations and Warranties

- 8.1 Lessee acknowledges that the Equipment will be personally chosen and selected by Lessee without any reliance whatsoever on Lessor, and that it will be of a make, size, design and capacity specified by Lessee for the purpose intended by Lessee.
- 8.2 Lessee confirms that Lessor does not make or give any representation or warranty, express or implied, as to the Equipment, its condition, fitness or suitability for any particular use intended by Lessee.
- 8.3 Lessee shall bear the risk of any theft, loss or destruction of or damage to any item of Equipment. Lessee acknowledges that none of these events will in any way affect its obligations, which will continue in full force and effect, except to the extent of any proceeds of any insurance maintained by Lessee that are actually received by Lessor.
- 8.4 Lessee shall not exert or claim against Lessor any defense, write-off, set-off, claim or counterclaim to which Lessee may be entitled against any supplier of Equipment, and no such right shall affect Lessee's obligations under any Lease.

9. Maintenance and Use

- 9.1 Lessee will, at its own expense:
 - (a) keep the Equipment in good operating condition and repair including, without limitation, the repair of any damage to the Equipment, whatever the cost, except for the repair of ordinary wear and tear, provided that Lessee will repair ordinary wear and tear if such repair is required to maintain the Equipment in good operating condition and repair; and
 - (b) comply in all respects with all recommendations, or requirements of the supplier(s) or manufacturer(s) regarding the Equipment, as may be necessary to preserve all warranties.
- 9.2 Any parts or anything else that are, as part of Lessee's maintenance and repair of the Equipment, placed in or upon the Equipment shall form part of the Equipment, become property of Lessor, and be free of all adverse claims.

10. Inspection

- 10.1 Lessor and its agents shall have the right to inspect the Equipment at any reasonable time upon reasonable notice to Lessee, and Lessee shall afford all reasonable facilities required by Lessor or its agents for the purpose of inspection, and for that purpose may enter any premises where the Equipment is located.

11. Insurance

- 11.1 As and from the earlier of the date upon which Lessor acquires ownership of, or title to, the Equipment or the date on which Lessee takes possession or control of the Equipment, and thereafter throughout the term of each relevant Leasing Schedule, Lessee shall, at its sole expense:
 - (a) place and maintain all risks property insurance on the Equipment, in amounts satisfactory to Lessor, consistent with Lessee's normal and usual practice for insuring equipment of the same general classification. This insurance shall specifically state by its wording or by endorsement that it:
 - i) includes Lessor (as owner) as an additional named insured, and
 - ii) includes a loss payable clause in favor of Lessor;

- (b) place and maintain comprehensive general liability insurance, and automobile liability insurance in the case of leased licensed motor vehicles, with limits of liability satisfactory to Lessor for injury to or death of any one or more persons or damage to property. Said insurance shall specifically state by its wording or by endorsement that it:
 - i) extends to cover the liabilities of Lessee from the use or possession of the Equipment,
 - ii) includes Lessor as an additional named insured, and
 - iii) includes a cross liability provision that the policy shall insure each person, firm or corporation insured thereunder in the same manner and to the same extent as if a separate policy had been issued to each, but the inclusion therein of more than one insured shall not operate to increase the limits of the insurers' liability.
- 11.2 Lessee shall supply Lessor with a certificate of insurance or other evidence satisfactory to Lessor evidencing the foregoing coverage and evidence of its renewal or replacement from time to time, so long as any Leasing Schedule remains in force and effect.

12. Taxes

- 12.1 Lessee shall pay punctually all sales taxes, license fees, business taxes, levies and assessments of every nature and kind whatsoever which be or become payable at any time or from time to time upon, or in respect of, the Equipment, and any payments to be made under this Lease Agreement not or any Leasing Schedule, except for income taxes payable by Lessor.

13. Adverse Claims

- 13.1 Lessee shall keep the Equipment free and clear of all adverse claims. Lessee may contest any adverse claim provided that Lessee:
 - (a) gives Lessor notice of the adverse claim;
 - (b) provides Lessor with an indemnity and collateral security, both satisfactory to Lessor; and
 - (c) contests the adverse claim with all due dispatch.

14. Laws and Regulations

- 14.1 Lessee shall comply with all laws, by-laws and regulations relating to the ownership, possession, operation and maintenance of the Equipment including, without limiting the generality of the foregoing, laws, by-laws or regulations dealing with the protection of the environment, health and safety. Lessee will obtain and maintain all necessary licenses, permits and permissions required for the use of the Equipment.

15. Alterations

- 15.1 All alterations, additions or improvements made by Lessee to the Equipment shall be at Lessee's expense and shall belong to and become the property of Lessor and be subject to all the provisions of this Lease Agreement and the relevant Leasing Schedule.

16. Loss of Equipment

- 16.1 Lessee shall bear the risks of (i) any total loss, or loss that amounts, in the sole opinion of Lessor, to a total loss of Equipment through theft, damage, or destruction and (ii) any expropriation or other compulsory taking or use of Equipment by any government or other authority ("Loss of Equipment"). If a Loss of Equipment occurs, Lessee shall pay to Lessor an amount calculated as the aggregate of (A) all Installments which were to be paid during the remainder of the Term, (B) any Installments then owing and unpaid, and (C) the Purchase Option amount, if any, (each of (A), (B), and (C) as specified under the relevant Leasing Schedule) and (D) all federal and provincial sales, goods

and services or transfer taxes, license fees and similar assessments connected with the transfer of Lessor's right, title and interest in the Equipment to Lessee.

- 16.2 Upon such payment, Lessor shall convey on an "as is", "where is" basis, subject to the rights of the insurer, all its right, title and interest in the Equipment and any claim for proceeds of loss of equipment, in which case the Lease shall terminate with respect to that Equipment, and no further Installments shall be payable thereafter with respect to that Equipment.

17. Lessee's Acknowledgements - Foreseeable Damages

17.1 Lessee hereby acknowledges that Lessor:

- (a) has or will acquire the Equipment at the request and direction of Lessee and for the purpose of leasing same to Lessee under a Leasing Schedule; and
- (b) intends to treat the lease of Equipment to Lessee as a true lease and to claim over the term of the lease all available tax benefits.

Lessee acknowledges that if an Event of Default occurs, Lessor's return on its investment may be adversely affected. In that case Lessor may, in addition to its immediate loss of interest on its investments, sustain and claim from Lessee other foreseeable damages which cannot be quantified on the date of execution of this Lease Agreement or any Leasing Schedule. Those damages may include, without limitation, loss of fiscal benefits for the remainder of the term of any lease of any Equipment or increased tax liabilities or both, unanticipated increased administrative costs, amortized but unrecovered setup costs, fees and disbursements as well as additional or increased monetary liabilities towards any third party lender, under or by reason of such Event of Default and the premature termination of the lease of any Equipment and the funding thereof.

18. Events of Default

18.1 Any of the following is an "Event of Default":

- (a) Failure by Lessee to pay any Installment or other amount pursuant to any Leasing Schedule.
- (b) Failure by Lessee to perform any of its obligations under Sections 11 or 14 of this Lease.
- (c) Failure of Lessee to perform any of its other obligations within 15 days of notice from Lessor as to the failure and requiring it to be rectified.
- (d) The bankruptcy or insolvency of Lessee, the filing against Lessee of a petition in bankruptcy, the making of an authorized assignment for the benefit of creditors by Lessee, the appointment of a receiver or trustee for Lessee or for any assets of Lessee or the institution by or against Lessee of any other type of insolvency proceeding under the Bankruptcy and Insolvency Act or otherwise, or the institution by or against Lessee of any formal or informal proceedings for the dissolution or liquidation of, settlement of, claim against or winding up of affairs of Lessee.
- (e) The amalgamation of Lessee with another corporation or corporations, or continuation of Lessee under a statute other than the statute under which it exists at the date of execution of this Lease Agreement.
- (f) If any adverse claim becomes enforceable against Lessee affecting or against any Equipment.
- (g) Failure of Lessee to perform any obligation it may have under any agreement with Royal Bank of Canada or any of its subsidiaries.
- (h) A change that is, in the opinion of Lessor, a material adverse change in the business, financial condition or ownership of Lessee or Equipment.

19. Lessor's Remedies on Default

19.1 If an Event of Default occurs, Lessor may, without notice to Lessee, and in addition to any other rights or remedies

Lessor may have at law or in equity, under this Lease Agreement or the relevant Leasing Schedule:

- (a) take possession of all Equipment, and for that purpose may enter any premises where any of the Equipment is located;
- (b) sell, lease or otherwise dispose of Equipment for such consideration and upon such terms and conditions as it considers reasonable;
- (c) without terminating or being deemed to have terminated the relevant Leasing Schedule, acting in the name of and as the irrevocably appointed agent and attorney of Lessee, to lease any item of the Equipment to any other person upon such terms and conditions, for such rental and for such period of time as Lessor may deem reasonable, and to receive that rental and hold and apply it against any amount owing by Lessee to Lessor under the Leasing Schedule.

19.2 If an Event of Default occurs, then whether or not Lessor has taken possession of any Equipment, Lessee shall pay to Lessor on demand an amount determined as follows:

- (a) an amount calculated by discounting the aggregate amount of all Installments, including the Purchase Option amount, if any, specified under the relevant Leasing Schedule which were to be paid during the remainder of the Term, using an assumed rate equal to the lesser of:
 - i) five percent (5%);
 - ii) the bond rate at the date, for the equivalent term to maturity, of the relevant Leasing Schedule; and
 - iii) the bond rate at the date of the discount calculation for a term equivalent to the remaining term of such Leasing Schedule (with, in the case of (ii) and (iii), Canadian dollar obligations being benchmarked against bonds issued by the Government of Canada and U.S. dollar obligations being benchmarked against bonds issued by the Government of the United States of America); plus.
- (b) the amount of any damages described in Section 17.1 suffered or sustained by Lessor and not recovered pursuant to Section 19.2 (a); plus
- (c) the amount of any Installments or payments of interim rental due as of the date of Event of Default and unpaid, and any other amount due on that date and unpaid under the Lease; plus
- (d) any cost of disposition of the Equipment; less
- (e) the amount of any security deposits under that Leasing Schedule and any proceeds of the disposal of the Equipment actually received by Lessor.

19.3 If Lessor has leased Equipment pursuant to its rights under this Section 19 it may demand payment under Section 19.2, and account to Lessee for the proceeds of that lease as and when Lessor receives them.

19.4 If Lessor has not taken possession of the Equipment, and Lessee pays Lessor the amount determined under Section 19.2 hereof, then Lessor will convey all of its right, title and interest in all Equipment to Lessee, on the terms of Sections 21.5 and 21.6 hereof

20. Lessor's Option to Terminate

20.1 Lessee agrees that neither this Lease Agreement nor any Leasing Schedule, nor any interest therein or in any Equipment, shall be assignable or transferable by operation of law and it is agreed and covenanted by and between the parties hereto that if any Event of Default shall occur or happen, then this Lease Agreement and any and all Leasing Schedules shall, at the option of Lessor to be exercised by notice hereunder, immediately end and terminate and neither this Lease Agreement nor any Leasing Schedule or any interest therein shall be an asset of Lessee after the exercise of that option; provided that no such termination shall terminate or affect any right or remedy which shall have arisen under the Lease prior to such termination.

21. Option to Purchase

- 21.1 If there is no Event of Default, Lessor hereby grants to Lessee an option to purchase whatever title Lessor may have to the Equipment for the purchase price and at the time or times set forth in the relevant Leasing Schedule.
- 21.2 This option to purchase may be exercised by Lessee by giving to Lessor notice of Lessee's intention to exercise such option, at least thirty (30) days prior to the date of intended purchase, describing the Equipment with respect to which such option is being exercised.
- 21.3 The intended purchase and sale shall be concluded on a date specified in the said notice falling on or after, the date stated in the relevant Leasing Schedule, but in any event not later than the termination date of the term pertaining to the Equipment being purchased.
- 21.4 Upon the exercise of this option, there shall be a binding agreement for the sale and purchase of the Equipment described in the notice on the terms and conditions provided herein. The purchase price shall be paid to Lessor at the time of the conclusion of the sale.
- 21.5 Upon this purchase, Lessor shall sell the Equipment so purchased free and clear of all interests of Lessor under this Lease Agreement and any Leasing Schedule and thereupon the Lease shall terminate with respect to the Equipment so purchased. The sale shall be on an "as-is where-is" basis and be without representation or warranty by Lessor except that it has the right to sell the Equipment to Lessee and that it has not given any security interest in the Equipment to any third party.
- 21.6 Lessee shall bear the cost of any taxes, license or registration fees or other assessments or charges imposed on, or connected with, the transfer of title to and ownership of the Equipment.

22. Remedying Defaults

- 22.1 If Lessee shall fail to perform or comply with any of its obligations under this Lease Agreement or any Leasing Schedule, Lessor at its discretion may do all such acts and make all such disbursements as may be necessary to cure the default and any costs incurred or disbursements made by Lessor in curing any such default shall be payable by Lessee on demand.

23. Indemnification

- 23.1 Lessee shall indemnify Lessor and save Lessor harmless from and against all loss, costs, damage or expense of every nature and kind whatsoever sustained or suffered by Lessor, or for which Lessor may be or become liable, resulting from:
- the execution of the Lease Agreement or any Leasing Schedule by Lessor or the purchase or ownership by Lessor of the Equipment;
 - the non-acceptance by Lessee or the failure, refusal or neglect of Lessee to accept the Equipment;
 - the moving, delivery, maintenance, repair, use, operation or possession of the Equipment or the ownership thereof or other rights held therein by Lessor;
 - the failure of Lessee to comply with any of its obligations under this Lease Agreement or any Leasing Schedule; unless caused by the act or neglect of Lessor, its servants or agents; or
 - Lessor acting or relying upon any information, disclosure, request, instruction, signature, acceptance, agreement, document, instrument or other communication sent, received or accepted by or on behalf of Lessee by way of any telecommunication or electronic transmission method.

24. Assignment of Warranties

- 24.1 Lessor hereby assigns to Lessee the benefit of all warranties resulting from the sale entered into with the supplier for its use during the term of the Lease.

25. Patent Infringement

- 25.1 Lessee shall defend and hold Lessor free and harmless from any cost, loss, damage or expense suffered or incurred by Lessor in any suit, proceeding or otherwise so far as the same is based on any claim that the use or operation of the Equipment by Lessee infringes any patent or copyright.

26. Overdue Payment

- 26.1 Any overdue payment shall bear interest at the rate of Royal Bank Prime Interest Rate plus five per cent (5%) per annum calculated monthly whether before or after judgement, from the date it is due until paid.

27. Delivery at Termination

- 27.1 Lessee shall on the expiration or sooner termination of any Lease, surrender the Equipment to Lessor at a place in Canada designated by Lessor in good order and repair, ordinary wear and tear excepted.
- 27.2 In the event that with or without the consent of Lessor, Lessee remains in the possession or uses the Equipment after the expiration of the term of the Lease pertaining thereto, all the provisions of the Lease shall apply thereto, including the payment of rental and all other payments required, unless and until the same has been surrendered pursuant to the terms of this section, or Lessor has relieved Lessee from its obligations under the Lease with respect to the Equipment.

28. Notice

- 28.1 Any notice required to be given hereunder shall be in writing and may be personally delivered, sent by facsimile or electronic mail or may be forwarded by registered mail. If any such notice is so mailed it shall be deemed to have been given by the sender and received by the party hereto to whom it has been addressed two (2) business days after the mailing thereof by prepaid registered mail addressed to the address shown on page 1 of this Lease Agreement or on the same business day if sent by delivery, facsimile or by electronic mail.
- 28.2 Any person to whom a notice is required to be addressed may from time to time give notice of any change of address and in such event the foregoing addresses shall be deemed to have been changed accordingly.

29. Third Parties

- 29.1 Lessee will not (i) cause or permit the Equipment to be used by, on behalf of or for the benefit of any person other than Lessee, or (ii) cause or permit any person other than Lessee to give notices or instructions in respect of the Equipment or direct the manner of exercise of the rights of Lessee pursuant to any Lease.
- 29.2 Lessee shall not part with possession of the Equipment.
- 29.3 Lessee will not assign any Lease or sub-lease any Equipment without the prior consent in writing of Lessor, such consent not to be unreasonably withheld. No assignment of the Lease or sub-leasing of any Equipment shall relieve Lessee of its obligations hereunder.

30. Corporate Waiver

- 30.1 Lessee waives its right to receive a copy of any financing statement or financing change statement registered by Lessor.
- 30.2 Lessee hereby acknowledges that seizure or repossession of the Equipment referred to in any Lease shall not, by implication of law, extinguish Lessee's indebtedness under any such Lease or other collateral security.

31. Limitation of Civil Rights - Saskatchewan

- 31.1 Lessee covenants and agrees with Lessor that The Limitation of Civil Rights Act of the Province of Saskatchewan shall have no application to this Lease Agreement or any Leasing Schedule.

32. Successors and Assigns

- 32.1 This Lease Agreement and each Leasing Schedule shall

enure to the benefit of, and be binding upon Lessor and Lessee, their successors and assigns. Lessor shall be at liberty to assign and otherwise deal with its rights under any Lease.

33. Records

- 33.1 Lessee shall maintain a record describing each item of Equipment, all changes, replacements, modifications and alterations thereto and the cost thereof. The record described shall be available to Lessor, its representatives or agents for inspection and to copy.

34. Offset

- 34.1 Lessee hereby waives any and all existing and future claims and offsets against any payment due to Lessor hereunder and agrees to pay those amounts due hereunder regardless of any offset or claim which may be asserted by Lessee or on its behalf.

35. Remedies Cumulative

- 35.1 All rights and remedies of Lessor hereunder are cumulative and not alternative and may be exercised by Lessor separately or together, in any order, sequence of combination.

36. Time

- 36.1 Time is and shall be in all respects of the essence of any Lease.

37. Entire Transaction

- 37.1 This Lease Agreement and each Leasing Schedule represents the entire transaction between the parties hereto relating to the subject matter.

- 37.2 No agreement purporting to amend or modify this Lease Agreement or any Leasing Schedule or any document, paper or written relating hereto or thereto, or connected herewith or therewith, shall be valid and binding upon the parties hereto unless in writing and signed and accepted in writing by both parties hereto.

38. No Merger in Judgment

- 38.1 The taking of any judgment under this Lease Agreement or any Leasing Schedule shall not operate as a merger of any term, condition or provision hereof or thereof.

39. Further Assurances/Copy of Agreement

- 39.1 Lessee shall give further assurances and do, execute and perform all such acts, deeds, documents and things as may be reasonably required to enable Lessor to have the full benefit of all rights and remedies intended to be reserved or created hereby.
- 39.2 Lessee acknowledges receipt of a copy of this Lease Agreement.

40. Applicable Law

- 40.1 This Lease Agreement and each Leasing Schedule hereto shall be governed, construed and enforced in accordance with the laws of the Province of Ontario.

41. Currency

- 41.1 All sums payable by Lessee to Lessor under this Lease Agreement or any Leasing Schedule hereto shall be paid in Canadian dollars, unless otherwise specified in the Leasing Schedule.

42. Language

- 42.1 This Lease Agreement and each Leasing Schedule are drawn up in the English language at the request of both parties.

Le présent contrat de location a été rédigé en langue anglaise à la demande des deux parties.

43. General

- 43.1 Any terms herein defined in the singular number shall have a corresponding meaning when used in the plural.
- 43.2 Any act or deed required to be observed, performed or done hereunder falling on a Saturday, Sunday or other statutory holiday shall be observed, performed or done on the business day next following but any delay hereby granted shall not extend to relieve either party from the due performance and fulfillment of its obligations hereunder.

44. Electronic Communications

- 44.1 Any information, disclosure, request, instruction, signature, acceptance, agreement, document, instrument or other communication sent, received or accepted by or on behalf of Lessee by way of any telecommunication or electronic transmission method, including computer, internet, telephone, e-mail or facsimile, (an "Electronic Communication") shall be considered an original thereof, duly authorized by and enforceable against Lessee, even if the Electronic Communication was not actually by or from Lessee or a person representing Lessee or differs in any way from any previous Electronic Communication. Lessee shall keep copies of all Electronic Communications and shall produce them to Lessor upon request. Lessor's records of Electronic Communications shall be admissible in any legal, administrative or other proceeding as conclusive evidence of the contents thereof and, where applicable, execution by the parties in the same manner as a writing on paper, and Lessee waives any right to object to the introduction of such records in evidence, including any right to object based on the best evidence rule. Lessor may convert paper records of this Agreement and any other information, disclosure, request, instruction, signature, acceptance, agreement, document, instrument or other communication delivered to Lessor on paper (each, a "Paper Record") into electronic images (each, an "Electronic Image") as part of Lessor's normal business practices. Each such Electronic Image shall be considered as an authoritative copy of the Paper Record, shall have the same legal value as the Paper Record, shall be legally binding on the parties and admissible in any legal, administrative or other proceeding as conclusive evidence of the contents thereof in the same manner as the original Paper Record, and Lessee waives any right to object to the introduction of any Electronic Image into evidence, including any right to object based on the best evidence rule.

45. Financial Information

- 45.1 Lessee will provide to Lessor from time to time such information about Lessee and Lessee's business as Lessor shall reasonably request, including, without limitation, bank and financing ratings, any financial statements prepared by or for Lessee regarding Lessee's business.

In witness whereof the parties hereto (acting, where applicable, through their proper signing officers duly authorized in that behalf) have executed this Lease Agreement on the date indicated on the first page hereof, irrespective of the date of actual execution by each of the parties.

Royal Bank of Canada ("Lessor")

per  _____
Ghassan Deko
Head, Equipment Finance Solution Centre

MACCABEE & CO. INC. ("Lessee")

e-Signed by DAVID GROSS
per on 2023-09-13 11:02:03 CDT _____
per _____

THIS IS EXHIBIT "E" REFERRED TO IN THE
AFFIDAVIT OF NELLY BAKKER.

SWORN/AFFIRMED BEFORE ME THIS
22 DAY OF JANUARY, 2025.



A Notary Public in and for the Province of British Columbia

DENTONS CANADA LLP
Barristers & Solicitors
20th Floor, 250 Howe Street
Vancouver, B.C. V6C 3R8
Telephone (604) 687-4460

Search ID #: Z17527730

Transmitting Party

ELDOR-WAL REGISTRATIONS (1987) LTD.

1200, 10123 99 st NW
EDMONTON, AB T5J 3H1

Party Code: 50073881
Phone #: 780 429 5969
Reference #:

Search ID #: Z17527730

Date of Search: 2024-Jun-25

Time of Search: 11:13:26

Business Debtor Search For:

MACCABEE & CO. 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.



Search ID #: Z17527730

Business Debtor Search For:

MACCABEE & CO. INC.

Search ID #: Z17527730

Date of Search: 2024-Jun-25

Time of Search: 11:13:26

Registration Number: 22071521268

Registration Type: SECURITY AGREEMENT

Registration Date: 2022-Jul-15

Registration Status: Current

Expiry Date: 2032-Jul-15 23:59:59

Exact Match on: Debtor No: 1

Amendments to Registration

23070600528

Amendment

2023-Jul-06

Debtor(s)

Block

Status

1 MACCABEE & CO. INC.
1709 - 20 AVENUE
COALDALE, AB T1M 1N2

Current

Secured Party / Parties

Block

Status

1 BUSINESS DEVELOPMENT BANK OF CANADA
BOX 6,505 BURRARD ST
VANCOUVER, BC V7X 1M3
Phone #: 604 666 1916 Fax #: 604 666 1573
Email: legalwfsc@bdc.ca

Deleted by
23070600528

Block

Status

2 BUSINESS DEVELOPMENT BANK OF CANADA
1500 - 1133 MELVILLE STREET
VANCOUVER, BC V6E 4E5
Phone #: 604 666 1916 Fax #: 604 666 1573
Email: legalwfsc@bdc.ca

Current by
23070600528

Collateral: General

Block

Description

Status

1 ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR
AND WITHOUT LIMITATION, ALL CROPS, FIXTURES AND LICENCES.

Current

Search ID #: Z17527730

Business Debtor Search For:

MACCABEE & CO. INC.

Search ID #: Z17527730

Date of Search: 2024-Jun-25

Time of Search: 11:13:26

Registration Number: 23051616976

Registration Type: SECURITY AGREEMENT

Registration Date: 2023-May-16

Registration Status: Current

Expiry Date: 2028-May-16 23:59:59

This Registration covers a Trust Indenture

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status

1 MACCABEE & CO. INC.
1213 18 AVENUE
COALDALE, AB T1M1M5

Current

Secured Party / Parties

Block

Status

1 ROYAL BANK OF CANADA
36 YORK MILLS ROAD, 4TH FLOOR
TORONTO, ON M2P 0A4
Email: albertaprod@teranet.ca

Current

Collateral: General

Block

Description

Status

1 All present and after-acquired personal property, all proceeds including, without limitation, all present and after-acquired personal property that may be derived from the sale or other disposition of the collateral, including inventory, equipment, intangibles, money, chattel papers, documents of title, securities, licences, crops and instruments

Current

Search ID #: Z17527730

Business Debtor Search For:

MACCABEE & CO. INC.

Search ID #: Z17527730

Date of Search: 2024-Jun-25

Time of Search: 11:13:26

Registration Number: 23091237162

Registration Type: SECURITY AGREEMENT

Registration Date: 2023-Sep-12

Registration Status: Current

Expiry Date: 2029-Sep-12 23:59:59

Exact Match on:

Debtor

No: 3

Amendments to Registration

23092024337

Amendment

2023-Sep-20

Debtor(s)**Block****Status**

Current

1 GROSS, DAVID
2317 19TH STREET
COALDALE, AB T1M 1G5

Birth Date:
1968-May-05

Block**Status**

Current

2 ICHTHUS & CO. INC.
BOX 355
COALDALE, AB T0K 0T0

Block**Status**

Current

3 MACCABEE & CO. INC.
BOX 355
COALDALE, AB T0K 0T0

Secured Party / Parties**Block****Status**

Current

1 MERIDIAN ONECAP CREDIT CORP.
204 - 3185 WILLINGDON GREEN
BURNABY, BC V5G 4P3
Email: absecparties@avssystems.ca

Search ID #: Z17527730

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	0030012130	2020	JLG T500J	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	ELECTRIC TOWABLE LIFT(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL	Deleted By 23092024337
2	ELECTRIC TOWABLE LIFT(S), MILLER 250 A SKID-MOUNTED MULTI-PROCESS ENGINE DRIVEN WELDER, WELDER(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL	Current By 23092024337

Search ID #: Z17527730

Business Debtor Search For:

MACCABEE & CO. INC.

Search ID #: Z17527730

Date of Search: 2024-Jun-25

Time of Search: 11:13:26

Registration Number: 23091308538

Registration Type: SECURITY AGREEMENT

Registration Date: 2023-Sep-13

Registration Status: Current

Expiry Date: 2033-Sep-13 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status

1 MACCABEE & CO. INC.
1213 - 18 AVE PO BOX 355
COALDALE, AB T1M1M5

Current

Secured Party / Parties

Block

Status

1 ROYAL BANK OF CANADA
5575 NORTH SERVICE RD,STE 300
BURLINGTON, ON L7L 6M1
Email: albertaprod@teranet.ca

Current

Collateral: General

Block

Description

Status

1 AS PER MASTER LEASE AGREEMENT DATED SEPTEMBER 13, 2023 TOGETHER WITH ALL INVENTORY AND EQUIPMENT NOW OR HEREAFTER ACQUIRED BY THE DEBTOR AND FINANCED BY THE SECURED PARTY TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.

Current

Search ID #: Z17527730

Business Debtor Search For:

MACCABEE & CO. INC.

Search ID #: Z17527730

Date of Search: 2024-Jun-25

Time of Search: 11:13:26

Registration Number: 23092112577

Registration Type: SECURITY AGREEMENT

Registration Date: 2023-Sep-21

Registration Status: Current

Expiry Date: 2030-Sep-21 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)**Block****Status**

1 MACCABEE & CO. INC.
1213 - 18 AVE PO BOX 355
COALDALE, AB T1M1M5

Current

Secured Party / Parties**Block****Status**

1 ROYAL BANK OF CANADA
5575 NORTH SERVICE RD,STE 300
BURLINGTON, ON L7L 6M1
Email: albertaprod@teranet.ca

Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	2C9FS8B11PH167108	2023	CIM 2106	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	EQUIPMENT AS FURTHER DESCRIBED UNDER LEASE CONTRACT # 201000076251 Equipment Description 2023 CIM Bin Transport Trailer (S/N: 2C9FS8B11PH167108) TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.	Current

Search ID #: Z17527730

Result Complete

THIS IS EXHIBIT "F" REFERRED TO IN THE
AFFIDAVIT OF NELLY BAKKER.

SWORN/AFFIRMED BEFORE ME THIS
22 DAY OF JANUARY, 2025.



A Notary Public in and for the Province of British Columbia

DENTONS CANADA LLP
Barristers & Solicitors
20th Floor, 250 Howe Street
Vancouver, B.C. V6C 3R8
Telephone (604) 687-4460

**Royal Bank of Canada**
Guarantee and Postponement of ClaimSRF:
393428123BRANCH ADDRESS:
1213 18 AVE
COALDALE, AB
T1M 1M5BORROWER:
MACCABEE & CO. INC.**TO: ROYAL BANK OF CANADA**

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee(s) payment on demand to Royal Bank of Canada (hereinafter called the "Bank") of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by **MACCABEE & CO. INC.** (hereinafter called the "Customer") to the Bank or remaining unpaid by the Customer to the Bank, heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the Customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the Customer or however otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the Customer be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "Liabilities"); the liability of the undersigned hereunder being limited to the sum of **\$2,000,000.00 Two Million Dollars** together with interest thereon from the date of demand for payment at a rate equal to the **Prime Interest Rate of the Bank plus 5.000 Five percent per annum** as well after as before default and judgment.

AND THE UNDERSIGNED AND EACH OF THEM (IF MORE THAN ONE) HEREBY JOINTLY AND SEVERALLY AGREE(S) WITH THE BANK AS FOLLOWS:

(1) The Bank may grant time, renewals, extensions, indulgences, releases and discharges to, take securities (which word as used herein includes securities taken by the Bank from the Customer and others, monies which the Customer has on deposit with the Bank, other assets of the Customer held by the Bank in safekeeping or otherwise, and other guarantees) from and give the same and any or all existing securities up to, abstain from taking securities from, or perfecting securities of, cease or refrain from giving credit or making loans or advances to, or change any term or condition applicable to the Liabilities, including without limitation, the rate of interest or maturity date, if any, or introduce new terms and conditions with regard to the Liabilities, or accept compositions from and otherwise deal with, the Customer and others and with all securities as the Bank may see fit, and may apply all moneys at any time received from the Customer or others or from securities upon such part of the Liabilities as the Bank deems best and change any such application in whole or in part from time to time as the Bank may see fit, the whole without in any way limiting or lessening the liability of the undersigned under this guarantee, and no loss of or in respect of any securities received by the Bank from the Customer or others, whether occasioned by the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.

(2) This guarantee shall be a continuing guarantee and shall cover all the Liabilities, and it shall apply to and secure any ultimate balance due or remaining unpaid to the Bank.

(3) The Bank shall not be bound to exhaust its recourse against the Customer or others or any securities it may at any time hold before being entitled to payment from the undersigned of the Liabilities. The undersigned renounce(s) to all benefits of discussion and division.

(4) The undersigned or any of them may, by notice in writing delivered to the Manager of the branch or agency of the Bank receiving this instrument, with effect from and after the date that is 30 days following the date of receipt by the Bank of such notice, determine their or his/her liability under this guarantee in respect of Liabilities thereafter incurred or arising but not in respect of any Liabilities theretofore incurred or arising even though not then matured, provided, however, that notwithstanding receipt of any such notice the Bank may fulfil any requirements of the Customer based on agreements express or implied made prior to the receipt of such notice and any resulting Liabilities shall be covered by this guarantee; and provided further that in the event of the determination of this guarantee as to one or more of the undersigned it shall remain a continuing guarantee as to the other or others of the undersigned.

(5) All indebtedness and liability, present and future, of the customer to the undersigned or any of them are hereby assigned to the Bank and postponed to the Liabilities, and all moneys received by the undersigned or any of them in respect thereof shall be received in trust for the Bank and forthwith upon receipt shall be paid over to the Bank, the whole without in any way limiting or lessening the liability of the undersigned under the foregoing guarantee; and this assignment and postponement is independent of the said guarantee and shall remain in full effect notwithstanding that the liability of the undersigned or any of them under the said guarantee may be extinct. The term "Liabilities", as previously defined, for purposes of the postponement feature provided by this agreement, and this section in particular, includes any funds advanced or held at the disposal of the Customer under any line(s) of credit.

(6) This guarantee and agreement shall not be affected by the death or loss or diminution of capacity of the undersigned or any of them or by any change in the name of the Customer or in the membership of the Customer's firm through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, or by the acquisition of the Customer's business

by a corporation, or by any change whatsoever in the objects, capital structure or constitution of the Customer, or by the Customer's business being amalgamated with a corporation, but shall notwithstanding the happening of any such event continue to apply to all the Liabilities whether theretofore or thereafter incurred or arising and in this instrument the word "Customer" shall include every such firm and corporation.

(7) This guarantee shall not be considered as wholly or partially satisfied by the payment or liquidation at any time or times of any sum or sums of money for the time being due or remaining unpaid to the Bank, and all dividends, compositions, proceeds of security valued and payments received by the Bank from the Customer or from others or from estates shall be regarded for all purposes as payments in gross without any right on the part of the undersigned to claim in reduction of the liability under this guarantee the benefit of any such dividends, compositions, proceeds or payments or any securities held by the Bank or proceeds thereof, and the undersigned shall have no right to be subrogated in any rights of the Bank until the Bank shall have received payment in full of the Liabilities.

(8) All monies, advances, renewals, credits and credit facilities in fact borrowed or obtained from the Bank shall be deemed to form part of the Liabilities, notwithstanding any lack or limitation of status or of power, incapacity or disability of the Customer or of the directors, partners or agents of the Customer, or that the Customer may not be a legal or suable entity, or any irregularity, defect or informality in the borrowing or obtaining of such monies, advances, renewals, credits or credit facilities, or any other reason, similar or not, the whole whether known to the Bank or not. Any sum which may not be recoverable from the undersigned on the footing of a guarantee, whether for the reasons set out in the previous sentence, or for any other reason, similar or not, shall be recoverable from the undersigned and each of them as sole or principal debtor in respect of that sum, and shall be paid to the Bank on demand with interest and accessories.

(9) This guarantee is in addition to and not in substitution for any other guarantee, by whomsoever given, at any time held by the Bank, and any present or future obligation to the Bank incurred or arising otherwise than under a guarantee, of the undersigned or any of them or of any other obligant, whether bound with or apart from the Customer; excepting any guarantee surrendered for cancellation on delivery of this instrument or confirmed in writing by the Bank to be cancelled.

(10) The undersigned and each of them shall be bound by any account settled between the Bank and the Customer, and if no such account has been so settled immediately before demand for payment under this guarantee any account stated by the Bank shall be accepted by the undersigned and each of them as conclusive evidence of the amount which at the date of the account so stated is due by the Customer to the Bank or remains unpaid by the Customer to the Bank.

(11) This guarantee and agreement shall be operative and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank shall be conclusive evidence against the undersigned and each of them that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any conditions precedent or subsequent had been complied with, unless at the time of receipt of this instrument by the Bank each signatory thereof obtains from the Manager of the branch or agency of the Bank receiving this instrument a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective.

(12) No suit based on this guarantee shall be instituted until demand for payment has been made, and demand for payment shall be deemed to have been effectually made upon any guarantor if and when an envelope containing such demand, addressed to such guarantor at the address of such guarantor last known to the Bank, is posted, postage prepaid, in the post office, and in the event of the death of any guarantor demand for payment addressed to any of such guarantor's heirs, executors, administrators or legal representatives at the address of the addressee last known to the Bank and posted as aforesaid shall be deemed to have been effectually made upon all of them. Moreover, when demand for payment has been made, the undersigned shall also be liable to the Bank for all legal costs (on a solicitor and own client basis) incurred by or on behalf of the Bank resulting from any action instituted on the basis of this guarantee. All payments hereunder shall be made to the Bank at a branch or agency of the Bank.

(13) This instrument covers all agreements between the parties hereto relative to this guarantee and assignment and postponement, and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein.

(14) This guarantee and agreement shall extend to and enure to the benefit of the Bank and its successors and assigns, and every reference herein to the undersigned or to each of them or to any of them, is a reference to and shall be construed as including the undersigned and the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned or of each of them or of any of them, as the case may be, to and upon all of whom this guarantee and agreement shall extend and be binding.

(15) Prime Interest Rate is the annual rate of interest announced from time to time by Royal Bank of Canada as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada.

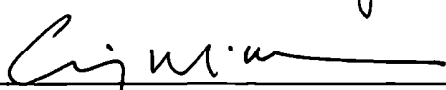
(16) This Guarantee and Postponement of Claim shall be governed by and construed in accordance with the laws of the **Province of Alberta** ("Jurisdiction"). The undersigned irrevocably submits to the courts of the Jurisdiction in any action or proceeding arising out of or relating to this Guarantee and Postponement of Claim, and irrevocably agrees that all such actions and proceedings may be heard and determined in such courts, and irrevocably waives, to the fullest extent possible, the defense of an inconvenient forum. The undersigned agrees that a judgment or order in any such action or proceeding may be enforced in other jurisdictions in any manner provided by law. Provided, however, that the Bank may serve legal process in any manner permitted by law or may bring an action or proceeding against the undersigned or the property or assets of the undersigned in the courts of any other jurisdiction.

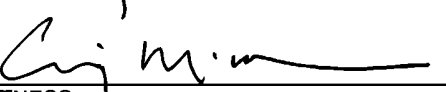
(Applicable
in all
P.P.S.A
Provinces.)

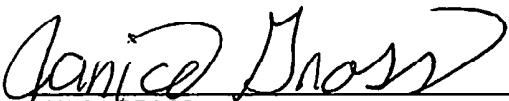
(17) The Undersigned hereby acknowledges receipt of a copy of this agreement.

(18) The Undersigned hereby waives Undersigned's right to receive a copy of any Financing Statement or Financing Change Statement registered by the Bank.

EXECUTED this 31 day of May, 2023


WITNESS


WITNESS


JANICE GROSS


DAVID GROSS

Insert the full name and address of guarantor (Undersigned above).

<u>Full name and address</u>

<u>Full name and address</u>

(To be completed when the guarantee is stated to be governed by the laws of the Province of Alberta, the loan is repayable in Alberta, the guarantee is executed in Alberta, the Customer carries on business in Alberta, or the guarantor is resident or owns assets in Alberta.)

(To be completed only where the guarantor is not a corporation)

**THE GUARANTEES ACKNOWLEDGEMENT ACT (ALBERTA)
CERTIFICATE OF BARRISTER AND SOLICITOR**

I HEREBY CERTIFY THAT:

(1) David Gross, the guarantor in the guarantee dated May 31, 2023 made between ROYAL BANK OF CANADA and David Gross and Janice Gross, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;

(2) I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

CERTIFIED by Craig McMahon, Barrister and Solicitor at the City of Lethbridge, in the Province of Alberta, this 31 day of May, 20 23.

Signature

STATEMENT OF GUARANTOR

I am the person named in the certificate

Signature of Guarantor

(Guarantor to sign in presence of Barrister and Solicitor)

(To be completed when the guarantor is an individual and the guarantee is stated to be governed by the laws of Saskatchewan and the Customer is a farmer, farm corporation or farm partnership in Saskatchewan or engages in a farming operation or owns farm assets in Saskatchewan.)

**THE SASKATCHEWAN FARM SECURITY ACT ACKNOWLEDGEMENT OF GUARANTEE
(SECTION 31)
CERTIFICATE OF LAWYER OR NOTARY PUBLIC**

I HEREBY CERTIFY THAT:

(1) _____ of _____ in the Province of _____, the guarantor in the guarantee dated _____ made between ROYAL BANK OF CANADA and _____, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;

(2) I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

(3) I have not prepared any documents on behalf of the creditor, Royal Bank of Canada, relating to the transaction and I am not otherwise interested in the transaction;

(4) I acknowledge that the guarantor signed the following "Statement of Guarantor" in my presence.

Given at _____ this _____ under my hand and seal of office

(SEAL REQUIRED WHERE NOTARY PUBLIC SIGNS CERTIFICATE)

A LAWYER OR A NOTARY PUBLIC IN AND FOR

STATEMENT OF GUARANTOR

I am the person named in the certificate

Signature of Guarantor

(To be completed when the guarantee is stated to be governed by the laws of the Province of Alberta, the loan is repayable in Alberta, the guarantee is executed in Alberta, the Customer carries on business in Alberta, or the guarantor is resident or owns assets in Alberta.)

(To be completed only where the guarantor is not a corporation)

THE GUARANTEES ACKNOWLEDGEMENT ACT (ALBERTA)
CERTIFICATE OF BARRISTER AND SOLICITOR

I HEREBY CERTIFY THAT:

(1) Janice Gross, the guarantor in the guarantee dated May 31, 2023 made between ROYAL BANK OF CANADA and David Gross and Janice Gross, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;

(2) I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

CERTIFIED by Craig McMahon, Barrister and Solicitor at the City of Lethbridge in the Province of Alberta, this 31 day of May, 2023.

[Signature of Barrister and Solicitor]
Signature

STATEMENT OF GUARANTOR

(Guarantor to sign in presence of Barrister and Solicitor)

I am the person named in the certificate [Signature of Janice Gross]
Signature of Guarantor

(To be completed when the guarantor is an individual and the guarantee is stated to be governed by the laws of Saskatchewan and the Customer is a farmer, farm corporation or farm partnership in Saskatchewan or engages in a farming operation or owns farm assets in Saskatchewan.)

THE SASKATCHEWAN FARM SECURITY ACT ACKNOWLEDGEMENT OF GUARANTEE (SECTION 31)
CERTIFICATE OF LAWYER OR NOTARY PUBLIC

I HEREBY CERTIFY THAT:

(1) _____ of _____ in the Province of _____, the guarantor in the guarantee dated _____ made between ROYAL BANK OF CANADA and _____, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;

(2) I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

(3) I have not prepared any documents on behalf of the creditor, Royal Bank of Canada, relating to the transaction and I am not otherwise interested in the transaction;

(4) I acknowledge that the guarantor signed the following "Statement of Guarantor" in my presence.

Given at _____ this _____ under my hand and seal of office

(SEAL REQUIRED WHERE NOTARY PUBLIC SIGNS CERTIFICATE)

A LAWYER OR A NOTARY PUBLIC IN AND FOR

STATEMENT OF GUARANTOR

I am the person named in the certificate _____
Signature of Guarantor

THIS IS EXHIBIT "G" REFERRED TO IN THE
AFFIDAVIT OF NELLY BAKKER.

SWORN/AFFIRMED BEFORE ME THIS
22 DAY OF JANUARY, 2025.



A Notary Public in and for the Province of British Columbia

DENTONS CANADA LLP
Barristers & Solicitors
20th Floor, 250 Howe Street
Vancouver, B.C. V6C 3R8
Telephone (604) 687-4460



Royal Bank of Canada
Postponement and Assignment of Claim

SRF:
393428123

BRANCH ADDRESS:
1213 18 AVE
COALDALE, AB
T1M 1M5

BORROWER:
MACCABEE & CO. INC.

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, all debts and liabilities, present and future (the "Liabilities"), of **MACCABEE & CO. INC.** (hereinafter called the "Borrower") to the Undersigned, or any of them, are hereby deferred and postponed by the Undersigned, and each of them, to the debts, liabilities and advances, present and future (the "Obligations"), of the Borrower to the Royal Bank of Canada (the "Bank") and it is agreed by the Undersigned, and each of them, that until all Obligations of the Borrower to the Bank have been paid, no payment shall be made or received on account of any Liabilities of the Borrower to the Undersigned, or any of them, and that any payments which may be received by the Undersigned, or any of them, from the Borrower (or from any third party on account of or otherwise for the benefit of the Borrower) notwithstanding the foregoing shall be received in trust for the Bank and shall be paid over to the Bank forthwith upon receipt but no such payment shall have the effect of reducing the Obligations of the Borrower to the Bank until the same is actually received by the Bank; and none of the Liabilities of the Borrower to the Undersigned, or any of them, shall be released, transferred or charged in any manner whatsoever or allowed or permitted to become unenforceable through lapse of time, and the Bank may, but shall not be bound to, claim and prove in respect of any or all Liabilities of the Borrower to the Undersigned, or any of them, in any bankruptcy, insolvency, composition, scheme of arrangement, liquidation or winding-up, voluntary or involuntary, affecting the Borrower or any distribution of assets of the Borrower among creditors of the Borrower, and all of the Liabilities of the Borrower to the Undersigned, or any of them, are hereby assigned and transferred to the Bank and all dividends or other sums which may be or become payable in respect thereof shall be due and be paid to the Bank until the Bank shall have received, together with dividends on the Obligations of the Borrower to the Bank, the full amount of the said Obligations; and the Undersigned, and each of them, will from time to time execute all such statements, proofs of claims, transfers, assignments and documents and do all such other acts and things as the Bank may request from time to time to implement any and all of the foregoing.

IT IS AGREED by the Parties hereto that the Borrower will pay all costs, charges and expenses reasonably incurred by the Bank whether directly or for services rendered (including reasonable solicitors' and auditors' costs, registration costs and other legal expenses), in operating the Borrower's accounts, in preparing or enforcing this Agreement, and all such costs, charges and expenses.

IT IS AGREED by the Parties hereto that the Obligations of the Borrower to the Bank, whenever referred to herein, shall include any and all funds advanced or held at the disposal of the Borrower under any line(s) of credit.

THIS AGREEMENT shall extend to and enure to the benefit of the Bank and its successors and assigns and shall be binding upon the Undersigned and the heirs, executors, administrators, legal representatives, successors and assigns of the Undersigned, and each of them.

(Applicable in PPSA Provinces)

The Undersigned hereby acknowledges receipt of a copy of this agreement.

The Undersigned has (have) expressly requested that this document be drawn up in the English language.

(Applicable in the Province of Quebec)

Le(s) sous-signé(s) a(ont) expressément demandé que ce document soit rédigé en langue anglaise.

(Applicable in all PPSA Provinces)

The Undersigned hereby waives Undersigned's right to receive a copy of any financing statement or financing change statement registered by the Bank, or of any verification statement with respect to any financing statement registered by the Bank.

Executed this ____ day of 2023-05-18, _____.

e-Signed by Sean Reiter

on 2023-05-18 15:12:14 GMT

WITNESS

e-Signed by David Gross

on 2023-05-18 02:08:21 GMT

DAVID GROSS

The "Borrower" named above hereby acknowledges receipt of a copy of the foregoing Agreement, accepts the assignment and transfer contained therein and further agrees with the Bank to give effect to all of the provisions of the foregoing Agreement.

EXECUTED this ____ day of 2023-05-18, _____.

0069

MACCABEE & CO. INC.

e-Signed by David Gross
on 2023-05-18 02:08:29 GMT

e-Signed by Janice Gross
on 2023-05-18 02:11:33 GMT

Insert the full name and address of Debtor (Undersigned above).

<u>Full name and address</u>



Royal Bank of Canada
Postponement and Assignment of Claim

SRF:
393428123

BRANCH ADDRESS:
1213 18 AVE
COALDALE, AB
T1M 1M5

BORROWER:
MACCABEE & CO. INC.

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, all debts and liabilities, present and future (the "Liabilities"), of **MACCABEE & CO. INC.** (hereinafter called the "Borrower") to the Undersigned, or any of them, are hereby deferred and postponed by the Undersigned, and each of them, to the debts, liabilities and advances, present and future (the "Obligations"), of the Borrower to the Royal Bank of Canada (the "Bank") and it is agreed by the Undersigned, and each of them, that until all Obligations of the Borrower to the Bank have been paid, no payment shall be made or received on account of any Liabilities of the Borrower to the Undersigned, or any of them, and that any payments which may be received by the Undersigned, or any of them, from the Borrower (or from any third party on account of or otherwise for the benefit of the Borrower) notwithstanding the foregoing shall be received in trust for the Bank and shall be paid over to the Bank forthwith upon receipt but no such payment shall have the effect of reducing the Obligations of the Borrower to the Bank until the same is actually received by the Bank; and none of the Liabilities of the Borrower to the Undersigned, or any of them, shall be released, transferred or charged in any manner whatsoever or allowed or permitted to become unenforceable through lapse of time, and the Bank may, but shall not be bound to, claim and prove in respect of any or all Liabilities of the Borrower to the Undersigned, or any of them, in any bankruptcy, insolvency, composition, scheme of arrangement, liquidation or winding-up, voluntary or involuntary, affecting the Borrower or any distribution of assets of the Borrower among creditors of the Borrower, and all of the Liabilities of the Borrower to the Undersigned, or any of them, are hereby assigned and transferred to the Bank and all dividends or other sums which may be or become payable in respect thereof shall be due and be paid to the Bank until the Bank shall have received, together with dividends on the Obligations of the Borrower to the Bank, the full amount of the said Obligations; and the Undersigned, and each of them, will from time to time execute all such statements, proofs of claims, transfers, assignments and documents and do all such other acts and things as the Bank may request from time to time to implement any and all of the foregoing.

IT IS AGREED by the Parties hereto that the Borrower will pay all costs, charges and expenses reasonably incurred by the Bank whether directly or for services rendered (including reasonable solicitors' and auditors' costs, registration costs and other legal expenses), in operating the Borrower's accounts, in preparing or enforcing this Agreement, and all such costs, charges and expenses.

IT IS AGREED by the Parties hereto that the Obligations of the Borrower to the Bank, whenever referred to herein, shall include any and all funds advanced or held at the disposal of the Borrower under any line(s) of credit.

THIS AGREEMENT shall extend to and enure to the benefit of the Bank and its successors and assigns and shall be binding upon the Undersigned and the heirs, executors, administrators, legal representatives, successors and assigns of the Undersigned, and each of them.

(Applicable in PPSA Provinces)

The Undersigned hereby acknowledges receipt of a copy of this agreement.

The Undersigned has (have) expressly requested that this document be drawn up in the English language.

(Applicable in the Province of Quebec)

Le(s) sous-signé(s) a(ont) expressément demandé que ce document soit rédigé en langue anglaise.

(Applicable in all PPSA Provinces)

The Undersigned hereby waives Undersigned's right to receive a copy of any financing statement or financing change statement registered by the Bank, or of any verification statement with respect to any financing statement registered by the Bank.

Executed this ____ day of **2023-05-18**, _____.

e-Signed by Sean Reiter

on 2023-05-18 15:12:24 GMT

WITNESS

e-Signed by Janice Gross

on 2023-05-18 02:11:43 GMT

JANICE GROSS

The "Borrower" named above hereby acknowledges receipt of a copy of the foregoing Agreement, accepts the assignment and transfer contained therein and further agrees with the Bank to give effect to all of the provisions of the foregoing Agreement.

EXECUTED this ____ day of **2023-05-18**, _____.

0071

MACCABEE & CO. INC.

e-Signed by David Gross
on ~~2023-05-18 02:08:55 GMT~~

e-Signed by Janice Gross
on ~~2023-05-18 02:11:51 GMT~~

Insert the full name and address of Debtor (Undersigned above).

<u>Full name and address</u>

THIS IS EXHIBIT "H" REFERRED TO IN THE
AFFIDAVIT OF NELLY BAKKER.

SWORN/AFFIRMED BEFORE ME THIS
22 DAY OF JANUARY, 2025.

A. Dubo

A Notary Public in and for the Province of British Columbia

DENTONS CANADA LLP
Barristers & Solicitors
20th Floor, 250 Howe Street
Vancouver, B.C. V6C 3R8
Telephone (604) 687-4460

Reply to: David LeGeyt
Direct Phone: (403) 260-0210
Direct Fax: (403) 260-0332
dlegeyt@bdplaw.com

Assistant: Angel Donor
Direct Phone: (403) 260.9462
Our File: 55398-102

August 6, 2024

SENT BY EMAIL: accounting@ldfastlaw.com
ORIGINAL SENT BY COURIER

SENT BY EMAIL: accounting@ldfastlaw.com
ORIGINAL SENT BY COURIER

Registered Office
Maccabee & Co. Inc.
1709 – 20 Ave
Coaldale, Alberta T1M 1N2

Agent for Service
Leonard D. Fast
1709 – 20 Ave
Coaldale, Alberta T1M 1N2

To whom it may concern:

Re: Royal Bank of Canada re: Maccabee & Co. Inc. (the "Borrower")

We are counsel to Royal Bank of Canada ("**RBC**") in connection with the RBC Royal Bank Visa Business Card Agreement dated May 31, 2023, and the Credit Agreement dated May 18, 2023 (collectively, the "**Loan Agreement**"). Reference is also made to the General Security Agreement dated May 18, 2023, and a Master Lease Agreement dated September 13, 2023, between RBC and the Borrower (the "**Security**").

The Borrower is in default of the Loan Agreement and the Security, and all amounts owing to RBC under the Loan Agreement and Security are immediately due and payable. The defaults of the Borrower include but are not limited to: (i) a failure to make payments to RBC when due, (ii) failure to comply with the reporting requirements set out in the Loan Agreement, and (iii) breaches of the general conditions and key covenants set out in the Loan Agreement.

On behalf of RBC, we hereby demand repayment of all amounts due and owing by the Borrower to RBC under the Loan Agreement and Security, namely in the amount of \$1,308,673.86 as of July 23, 2024, plus all accrued and accruing interest and legal costs on a solicitor and own client full indemnity basis (the "**Indebtedness**").

The Indebtedness will continue to accrue interest at the rates agreed to, and costs and expenses will continue to be incurred by RBC for which the Borrower will be responsible, until payment of all amounts owing is received by either certified cheque or bank draft at the following address:

Royal Bank of Canada
c/o Burnet, Duckworth & Palmer LLP
2400, 525 – 8th Avenue S.W.
Calgary, Alberta T2P 1G1
Attention: David LeGeyt

If full payment, as set forth above, is not received by close of business on August 19, 2024, RBC will take whatever steps it deems appropriate to seek repayment of the said amount. To this end, we enclose for service upon you a Notice of Intention to Enforce Security ("**NOI**") in accordance with section 244 of the

Bankruptcy and Insolvency Act (Canada). If you are prepared to waive the ten-day notice period, please endorse the Consent and Waiver located on page 2 of the NOI and return to the undersigned.

For your information, demands will be issued on the guarantors in respect of the Borrower's Indebtedness.

Please note that RBC reserves the right to proceed against you: (i) prior to the time stipulated above in the event that it determines that its position has been further jeopardized; and (ii) anytime, or from time to time after any dates stipulated above have passed, and in either case without the necessity of serving a new demand for payment.

If you have any questions, please contact the undersigned.

Yours truly,

BURNET, DUCKWORTH & PALMER LLP

A handwritten signature in blue ink, appearing to read "David LeGeyt", with a long horizontal flourish extending to the right.

David LeGeyt
Partner

DLG
Enclosures

cc: Sacha Kim, Royal Bank of Canada (*via email*)

Reply to: David LeGeyt
Direct Phone: (403) 260-0210
Direct Fax: (403) 260-0332
dlegeyt@bdplaw.com

Assistant: Angel Donor
Direct Phone: (403) 260.9462
Our File: 55398-102

SENT BY COURIER

August 6, 2024

David Gross
2317 19th Street
Coaldale, Alberta T1M 1G4

Re: Royal Bank of Canada re: Maccabee & Co. Inc. and Obligations of David Gross

We are counsel to Royal Bank of Canada ("**RBC**") in connection with the credit facilities provided by our client to or on account of Maccabee & Co. Inc. (the "**Borrower**"), and the obligations outstanding between David Gross and RBC, including pursuant to a Guarantee dated May 31, 2023.

The Borrower is in default of its obligations to RBC and RBC has today demanded repayment from the Borrower in the amount of \$1,308,673.86 as of July 23, 2024, plus all accrued and accruing interest and legal costs (the "**Indebtedness**"). You have guaranteed repayment of the Indebtedness up to the principal amount of \$2,000,000. Accordingly, RBC hereby demands repayment from you in the amount of \$1,308,673.86 as of July 23, 2024.

The Indebtedness will continue to accrue interest at the rates agreed to and costs until payment of all amounts owing is received. Payment may be made by way of certified cheque or bank draft to the following address:

Royal Bank of Canada
c/o Burnet, Duckworth & Palmer LLP
2400, 525 – 8th Avenue S.W.
Calgary, Alberta T2P 1G1
Attention: David LeGeyt

If full payment, as set forth above, is not received by close of business on August 19, 2024, RBC will take whatever steps it deems appropriate to seek repayment of the said amount. To this end, we enclose for service upon you a Notice of Intention to Enforce Security ("**NOI**") in accordance with section 244 of the *Bankruptcy and Insolvency Act* (Canada). If you are prepared to waive the ten-day notice period, please endorse the Consent and Waiver located on page 2 of the NOI and return to the undersigned.

Please note that RBC reserves the right to proceed against you: (i) prior to the time stipulated above in the event that it determines that its position has been further jeopardized; and (ii) anytime, or from time to time after any dates stipulated above have passed, and in either case without the necessity of serving a new demand for payment.

If you have any questions, please contact the undersigned.

Yours truly,

BURNET, DUCKWORTH & PALMER LLP

A handwritten signature in blue ink, appearing to read "David LeGeyt", with a long horizontal flourish extending to the right.

David LeGeyt
Partner

DLG
Enclosures

cc: Sacha Kim, Royal Bank of Canada (*via email*)

Reply to: David LeGeyt
Direct Phone: (403) 260-0210
Direct Fax: (403) 260-0332
dlegeyt@bdplaw.com

Assistant: Angel Donor
Direct Phone: (403) 260.9462
Our File: 55398-102

SENT BY COURIER

August 6, 2024

Janice Gross
2317 19th Street
Coaldale, Alberta T1M 1G4

Re: Royal Bank of Canada re: Maccabee & Co. Inc. and Obligations of Janice Gross

We are counsel to Royal Bank of Canada ("**RBC**") in connection with the credit facilities provided by our client to or on account of Maccabee & Co. Inc. (the "**Borrower**"), and the obligations outstanding between Janice Gross and RBC, including pursuant to a Guarantee dated May 31, 2023.

The Borrower is in default of its obligations to RBC and RBC has today demanded repayment from the Borrower in the amount of \$1,308,673.86 as of July 23, 2024, plus all accrued and accruing interest and legal costs (the "**Indebtedness**"). You have guaranteed repayment of the Indebtedness up to the principal amount of \$2,000,000. Accordingly, RBC hereby demands repayment from you in the amount of \$1,308,673.86 as of July 23, 2024.

The Indebtedness will continue to accrue interest at the rates agreed to and costs until payment of all amounts owing is received. Payment may be made by way of certified cheque or bank draft to the following address:

Royal Bank of Canada
c/o Burnet, Duckworth & Palmer LLP
2400, 525 – 8th Avenue S.W.
Calgary, Alberta T2P 1G1
Attention: David LeGeyt

If full payment, as set forth above, is not received by close of business on August 19, 2024, RBC will take whatever steps it deems appropriate to seek repayment of the said amount. To this end, we enclose for service upon you a Notice of Intention to Enforce Security ("**NOI**") in accordance with section 244 of the *Bankruptcy and Insolvency Act* (Canada). If you are prepared to waive the ten-day notice period, please endorse the Consent and Waiver located on page 2 of the NOI and return to the undersigned.

Please note that RBC reserves the right to proceed against you: (i) prior to the time stipulated above in the event that it determines that its position has been further jeopardized; and (ii) anytime, or from time to time after any dates stipulated above have passed, and in either case without the necessity of serving a new demand for payment.

If you have any questions, please contact the undersigned.

Yours truly,

BURNET, DUCKWORTH & PALMER LLP

A handwritten signature in blue ink, appearing to read "David LeGeyt", with a long horizontal flourish extending to the right.

David LeGeyt
Partner

DLG
Enclosures

cc: Sacha Kim, Royal Bank of Canada (*via email*)

THIS IS EXHIBIT "I" REFERRED TO IN THE
AFFIDAVIT OF NELLY BAKKER.

SWORN/AFFIRMED BEFORE ME THIS
22 DAY OF JANUARY, 2025.



A Notary Public in and for the Province of British Columbia

DENTONS CANADA LLP
Barristers & Solicitors
20th Floor, 250 Howe Street
Vancouver, B.C. V6C 3R8
Telephone (604) 687-4460

FORBEARANCE AGREEMENT

THIS FORBEARANCE AGREEMENT is made this 30th day of August, 2023.

AMONG:**ROYAL BANK OF CANADA**

(the "**Lender**")

- and -

MACCABEE & CO. INC.

(the "**Borrower**")

- and -

DAVID GROSS

- and -

JANICE GROSS

(each a "**Guarantor**" and collectively, the "**Guarantors**")

WHEREAS:

- A. The Lender extended credit facilities and related services (collectively, the "**Loans**") to the Borrower pursuant to a RBC Royal Bank Visa Business Card Agreement dated May 31, 2023 and a Credit Agreement dated May 18, 2023 (collectively, the "**Loan Agreement**"). As security for the Loans and for all other present and future indebtedness, fees, expenses and other liabilities direct or indirect, absolute or contingent, due by the Borrower to the Lender (the "**Obligations**"), the Borrower granted certain security in favour of the Lender, as more particularly described in **Schedule "A"** (the "**Borrower Security**").
- B. The Loans are in default pursuant to the terms of the Loan Agreement and the Borrower Security.
- C. On or about August 6, 2024, the Lender issued a notice of default to the Borrowers and concurrently issued demand for payment to the Borrowers (the "**Borrower Demand**").
- D. On or about August 6, 2024, the Lender delivered to the Borrower a notice of its intention to enforce the Borrower Security pursuant to section 244 of the *Bankruptcy and Insolvency Act* (Canada) (a "**244 Notice**").
- E. As further security for the Obligations, the Guarantors have granted guarantees in favour of the Lender as more particularly described in **Schedule "B"** (the "**Guarantees**").
- F. As security for the obligations owed by each Guarantor to the Lender, including the Obligations, each Guarantor has granted security in favour of the Lender as more particularly set out in **Schedule "C"** (the "**Guarantor Security**", together with the Borrower Security, the "**Security**").

- G. On or about August 6, 2024, the Lender issued demands for payment and 244 Notices to the Guarantors (the "**Guarantor Demands**" and together with the Borrower Demand, the "**Demands**").
- H. The Lender is prepared to forbear from exercising its rights and remedies and to forbear from enforcing the Security, subject to the terms of this Agreement.
- I. The Borrower and the Guarantors have agreed to observe all of the provisions of this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Lender from the Borrower and the Guarantors and by the Borrower and the Guarantors from the Lender, the Lender, the Borrower and the Guarantors agree as follows:

ARTICLE 1 NO AMENDMENT

- 1.1 Save as expressly provided in this Agreement, nothing in this Agreement is intended to alter, amend, modify or limit the existence or the effectiveness of any agreement between the Lender, the Borrower and the Guarantors, including, without limitation, the Loan Agreement, the Security, the Guarantees, or any agreement evidencing the Loans or detailing their terms (collectively, the "**Loan Documents**"). In the event of any conflict between provisions of this Agreement and any provisions of the Security, the provisions of this Agreement shall prevail.
- 1.2 All provisions of the Loan Documents shall continue in full force and effect, save and except as amended by this Agreement and to the extent that any provisions thereof are inconsistent with this Agreement, this Agreement shall prevail.

ARTICLE 2 ACKNOWLEDGMENTS

- 2.1 The Borrower and the Guarantors acknowledge and agree in favour of the Lender that:
 - (a) the facts as set out in the recitals and schedules to this Agreement are true and accurate in all respects;
 - (b) the Loan Agreement has been duly and properly executed and is valid, binding, and enforceable in accordance with its terms;
 - (c) the Guarantees have been duly and properly executed and are valid, binding and enforceable in accordance with their terms;
 - (d) the Security is valid, binding and enforceable in accordance with its terms, and secures repayment and performance of all obligations of the Borrower and the Guarantors to the Lender, including without limitation the Obligations and the Indebtedness;
 - (e) without limitation, as at the opening of business on August 27, 2024, the aggregate amount of the borrowings by the Borrower under the Loans, was CAD\$ 1,249,745.09 including all accrued interest and pre-payment penalties, and accruing interest and legal costs on a solicitor and own client full indemnity basis (the "**Indebtedness**"), and such amounts,

together with the balance of the Obligations, remain outstanding to the Lender, as more particularly described in **Schedule "D"**;

- (f) without limitation, except as provided in this Agreement, the Lender is in a position to enforce the Security and pursue all remedies with respect to the Obligations as it may deem appropriate; and
 - (g) without limitation, except as provided in this Agreement, the Lender (either by itself or through its employees or agents) has made no promises, nor has it taken any action or omitted to take any action, that would constitute a waiver of its rights to enforce the Security and pursue its remedies in respect of the Obligations or that would stop it from so doing.
- 2.2 Each of the Borrower and the Guarantors acknowledge that the Security has not been discharged, varied, waived or altered (except to the extent set out herein) and that the Security is binding upon each of them and is enforceable in accordance with the terms thereof.
- 2.3 Neither the Borrower nor the Guarantors dispute in any way its liability to repay the Obligations, including the Loans, on any basis, and acknowledge and agree that they have no claims for set-off, counterclaim or damages on any basis whatsoever against the Lender or any of its directors, officers, employees, representatives and agents.
- 2.4 The Borrower and the Guarantors acknowledge receipt of the Demands and the 244 Notices.

ARTICLE 3 DEFAULTS

- 3.1 The Borrower has committed certain defaults under the Loan Agreement, including but not limited to:
- (a) the failure to make payments to the Lender in accordance with the Loan Agreement;
 - (b) the failure to comply with reporting requirements set out in the Loan Agreement; and
 - (c) breaches of the general conditions and key covenants set out in the Loan Agreement.

ARTICLE 4 COVENANTS AND AGREEMENTS

- 4.1 Each of the Borrower and the Guarantors covenants and agrees with the Lender:
- (a) to comply with all reporting covenants under the Loan Agreement;
 - (b) commencing upon the execution of this Agreement, to make monthly interest and principal payments towards the Loan such that all payments under the Loan Agreement are kept current;
 - (c) repay the Indebtedness and/or the Loans in full by the end of the end of the Forbearance Period and, upon request by the Lender to provide the Lender with a copy of any term sheet entered into by the Borrower to refinance the Indebtedness;

- (d) that the Lender may, upon the execution of this Agreement, cancel the Borrower's Visa business card and the Borrower's RBC Royal Bank Visa Business Card Agreement;
- (e) to close all of their banking arrangements with the Lender at the end of the Forbearance Period;
- (f) to report to the Lender on the fifteenth day of each month during the Forbearance Period, or more frequent basis in the discretion of the Lender, with respect to all efforts (and the results of all efforts) in relation to attempts by or on behalf of the Borrower to solicit interest from persons to:
 - (i) acquire all or any of the shares of the Borrower;
 - (ii) acquire all or any portion of the business or assets of the Borrower;
 - (iii) provide Refinancing; or
 - (iv) inject capital by way of equity, loan or otherwise in favour of the Borrower,
 and to share all offers, agreements, letters of intent or term sheets furnished to the Borrower in connection therewith to the Lender;
- (g) to pay in full on or before the expiry of the Forbearance Period:
 - (i) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any province which are required to be deducted from employees' wages, including, without limitation, amounts in respect of employment insurance, Canada Pension Plan and income taxes;
 - (ii) amounts payable by the Borrower in respect of Workers' Compensation, employment insurance, Canada Pension Plan, and income taxes with respect to employees; and
 - (iii) all goods and services or sales taxes payable by the Borrower; and
- (h) by no later than the expiry of the Forbearance Period (defined below) to reduce the Indebtedness to CAD\$0.00, including all legal fees payable by the Lender pursuant to paragraph 12.7.

4.2 Each of the Borrower and the Guarantors shall carry on their business on a day-to-day basis in the ordinary course and, in this regard, but without limiting the generality of the foregoing, shall (except with prior written consent of the Lender):

- (a) Subject to Article 4.1(e), maintain all of their banking arrangements with the Lender, including without limitation, effective immediately, depositing all receipts to, and drawing all disbursements from, the accounts they maintain with the Lender;
- (b) not make any payments or other divestitures in favour of the Guarantors, any shareholder, director, or related party, other than reasonable wages and remuneration currently being paid by the Borrower and the Guarantors;
- (c) refrain from destroying any of their property;

- (d) not incur any short or long term debt, other than in favour of trade creditors in the ordinary course of business, unless such credit is expressly authorized and consented to by the Lender and postponed and subordinated to all of the Borrower's obligations in favour of the Lender; and
- (e) not sell, encumber or otherwise dispose of any of their assets except:
 - (i) in the ordinary course of business; or
 - (ii) with the consent of the Lender. For all asset sales agreed to by the Lender, the Borrower the Guarantors agree to execute reasonable directions to pay whereby the purchaser of those assets agrees to pay all of the net sale proceeds to the Lender directly in reduction of the amounts owed to the Lender, and a refusal by the Borrower or the Guarantors to execute such direction to pay shall be grounds for the Lender to withhold consent to any asset sale or disposition.

4.3 The Borrower and the Guarantors covenant and agree to deliver to the Lender:

- (a) concurrent with the execution of this Agreement:
 - (i) a Consent Receivership Order in the form attached as **Schedule "E"** to be held trust by BD&P pursuant to the terms of this Agreement (the "**Receivership Order**");
 - (ii) Consent Judgments in the form attached as **Schedule "F"** to be held in trust by BD&P pursuant to the terms of this Agreement (the "**Consent Judgment**" and together with the Receivership Order, the "**Consent Orders**"); and
- (b) by no later than September 20, 2024, the certificate(s) in accordance with paragraph 4.1(j).

4.4 Each of the Borrower and the Guarantors acknowledges and agrees that:

- (a) the Consent Orders shall be held in trust by BD&P in trust on behalf of the Lender, releasable upon an Event of Default, expiry of the Forbearance Period or termination of this Agreement, at which time:
 - (i) the Lender or the Lender's agent, is hereby authorized by the Borrower and the Guarantors to fill in all blanks appearing in the Consent Orders as the Lender deems fit, in its sole discretion make such non-material revisions as the Lender may, acting reasonably, seek and as may be approved by the Court, including to add or remove such parties from the style of cause as may be necessary to properly bring an action before the Court; and
 - (ii) the Lender, or the Lender's agent, in its sole discretion, shall, without notice to the Borrower and the Guarantors in writing, be at liberty to bring an application before the Court in accordance with Article 8.2 hereof (an "**Application**"), and may enter the Consent Orders as soon as convenient thereafter, and the Borrower and the Guarantors expressly waive the right to: (a) receive any further notice of any Application; and (b) contest any Application or withdraw their consent thereto; and

- (iii) the Lender's unfettered and irrevocable right to exercise the relief as set forth in this Article 4.4 is a fundamental and essential term of this Agreement and, but for this Agreement, the Lender would have brought proceedings to enforce the remedies contemplated in this Article 4.4 immediately.

4.5 Each of the Borrower and the Guarantors covenants and agrees:

- (a) to comply with the terms of the Loan Documents;
- (b) to provide the Lender with immediate notice of any defaults of which the Borrower or the Guarantors are aware under the Loan Documents;
- (c) that no mediation, bankruptcy, insolvency, debt restructuring, reorganization, readjustment of debt, dissolution, liquidation or other similar proceedings (including, without limitation, proceedings under the *Bankruptcy and Insolvency Act* (Canada), the *Winding-up and Restructuring Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada), the *Bankruptcy Code* or other similar federal, provincial or foreign legislation) including, without limitation, the filing of a proposal or plan of arrangement or a notice of intention to file same, or proceedings for the appointment of a trustee, trustee in bankruptcy, interim receiver, receiver, receiver and manager, custodian, guardian, liquidator, provisional liquidator, administrator, sequestrator or other like official with respect to the Borrower or the Guarantors, or any of them, or all or any substantial part of the assets of any of them, or any similar relief shall be commenced by the Borrower or the Guarantors without the consent of the Lender; and
- (d) that, without the consent of the Lender, no application seeking or extending any stay of proceedings shall occur, which would, in the assessment of the Lender, to be determined in its absolute discretion acting reasonably, impact the Lender's rights and remedies against the Borrower or the Guarantor.

ARTICLE 5 DISCRETION OF LENDER

5.1 The Lender is not acting in a fiduciary capacity with respect to the Borrower or the Guarantors. Any exercise of any discretion by or on behalf of the Lender shall be final and binding upon the Borrower and the Guarantors and may be exercised by the Lender in its best interests, without regard to the interests of the Borrower or the Guarantors.

ARTICLE 6 REPAYMENT OF OBLIGATIONS & CONTINUED AVAILABILITY OF LOANS

6.1 Subject to the terms of this Agreement, the Lender will continue to make the Loans available to the Borrower until 5:00pm Calgary time on October 31, 2024 (the "**Forbearance Period**"), which Forbearance Period may be extended on the written agreement of the Lender (acting in its sole discretion), the Borrower and the Guarantors, on the following basis:

- (a) the Borrower and each Guarantors shall comply with each and every covenant set out in:
 - (i) this Agreement;
 - (ii) the Loan Agreement;

- (iii) the Guarantees; and
 - (iv) the Security; and
- 6.2 Each of the Guarantors hereby undertakes and guarantees that any payments required to bring the outstanding amount under the Loans in compliance with paragraph 6.1 herein shall be made.

ARTICLE 7 REPORTING, ACCESS TO INFORMATION, RETENTION OF CONSULTANTS

- 7.1 The Borrower and the Guarantors covenant and agree to provide to the Lender any and all information concerning their business, trade, operations, finances and any matters relating thereto or in any way connected therewith (other than what may be subject to rules of privilege), as the Lender may request.
- 7.2 The Borrower and the Guarantors agree to allow the Lender and its agents access to any of its premises or real property for the purpose of observing, verifying, cataloguing or otherwise recording the nature, extent, location, ownership and any other relevant aspect of their property and operations, and the collateral subject to the Security, forthwith upon request by the Lender for such access by the Lender or its agents.
- 7.3 The Borrower and the Guarantors agree and acknowledge that the Lender is at liberty to engage such professional advisors, or other individuals or entities as the Lender's agents as the Lender may determine necessary or desirable, in its sole discretion.
- 7.4 The Borrower and the Guarantors acknowledge and agree that they will be liable for the payment of the reasonable fees, disbursements and costs of any agents engaged by the Lender incurred at their standard rates and charges.
- 7.5 Notwithstanding the foregoing, the Borrower and the Guarantors agree that the Lender may pay the reasonable fees, disbursements, and costs of the Lender's agents incurred at their standard rates and charges, and thereafter debit the Borrower's accounts with the Lender, thereby increasing the Indebtedness owing by the Lender by the amount of such fees, disbursements and costs, and all such amounts will be added to the aggregate Indebtedness owing by the Borrower to the Lender, and will be subject to the Security and the Loan Agreement.

ARTICLE 8 EVENTS OF DEFAULT

- 8.1 Each of the following shall constitute an event of default (an "**Event of Default**") under the terms of this Agreement:
- (a) if the Borrower or the Guarantors, or any of them, further default under the Loan Agreement or under the Security;
 - (b) if the Borrower or the Guarantors, or any of them, fail to perform or comply with any of their covenants or obligations contained in this Agreement or in any other agreement or undertaking made between the Borrower or the Guarantors and the Lender;
 - (c) if the Borrower fails to repay to the Lender any amount owing under this Agreement on the applicable due date;

- (d) if the Borrower or the Guarantors, or any of them, fail to provide any reports, certificates, information or materials required to be supplied pursuant to the Security or this Agreement within a reasonable period of time;
- (e) if any representation or warranty provided to the Lender by the Borrower or the Guarantors, or any of them, in the Loan Documents or this Agreement was incorrect when made or becomes incorrect;
- (f) if any creditor or other person exercises or purports to exercise any rights as against the Borrower or the Guarantors, or any of their respective assets, including, without limitation, by way of or in contemplation of enforcement of security, or a distress or execution or, which would, in the assessment of the Lender to be determined in its absolute discretion, acting reasonably, have an adverse impact on the Borrower or the Guarantors, or the Security, or any priority position of the Lender or the prospect of repayment of the Loans, or payment pursuant to the Guarantees;
- (g) if proceedings are taken to enforce any encumbrance on the assets of the Borrower or the Guarantors, or any of them, unless such proceedings are contested in good faith by the Borrower or by the Guarantors and security satisfactory to the Lender has been provided to the Lender;
- (h) if the Security ceases to constitute a valid and perfected security interest against the assets secured thereby, ranking first in priority against those assets (or such other ranking which is expressly agreed to in writing by the Lender), or for any other reason the Lender reasonably considers that the Security, or any part thereof, is at risk;
- (i) if the Borrower or the Guarantors, or any of them, take any steps to challenge the validity or enforceability of the Security or this Agreement or any parts thereof;
- (j) if any legal proceeding seeking the dissolution or division or wind up of the Borrower, the Guarantors, or any of them, save for any legal proceeding to which the Lender consents in writing, is commenced;
- (k) if the Borrower or any of the Guarantors commence, or in proceedings seek substantive relief with respect to any of the Borrower or the Guarantors, without the consent of the Lender, in any mediation, bankruptcy, insolvency, debt restructuring, reorganization, readjustment of debt, dissolution, liquidation or other similar proceedings including, without limitation, proceedings under the *Bankruptcy and Insolvency Act* (Canada), the *Winding-up and Restructuring Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada), the *Bankruptcy Code* or other similar federal, provincial or foreign legislation including, without limitation, the filing of a proposal or plan of arrangement or a notice of intention to file same, or proceedings for the appointment of a trustee, trustee in bankruptcy, interim receiver, receiver, receiver and manager, custodian, guardian, liquidator, provisional liquidator, administrator, sequestrator or other like official with respect to the Borrower or the Guarantor, or any of them, or all or any substantial part of the assets of any of them, or any similar relief;
- (l) if a bankruptcy application or any other proceeding or case is filed, instituted, or commenced with respect to the Borrower or any of the Guarantors (by any person other than the Lender) under any bankruptcy, insolvency, debt restructuring, reorganization, incorporation, readjustment of debts, dissolution, liquidation, winding-up or similar law,

now or hereafter in effect, seeking the bankruptcy, liquidation, reorganization, dissolution, winding-up, composition or readjustment of debts of the Borrower or any of the Guarantors, the appointment of a trustee, interim receiver, receiver, receiver and manager, custodian, guardian, liquidator, provisional liquidator, administrator, sequestrator or other like official for any of the Borrower or the Guarantors, or all or any substantial part of the assets of the Borrower or the Guarantors, or any similar relief;

- (m) if the Borrower or the Guarantors, or any of them, apply absent the consent of the Lender to extend any stay of proceedings;
- (n) if, in the Lender's opinion acting reasonably, a material adverse change, financial or otherwise, in the status or financial position of the Borrower as at the date of this Agreement occurs on or after the date hereof in the business, affairs or condition of the Borrower, arising for any reason whatsoever, as determined by the Lender in its sole and unfettered discretion;
- (o) if the Borrower or the Guarantors default in any obligation to any person (other than the Lender) which involves or may involve a sum exceeding \$20,000, and the default has not been cured within 7 days of the date the Borrower or such Guarantor first knew or should have known of such default; or
- (p) if final judgment or judgments are entered against the Borrower or the Guarantors for the payment of any amount of money exceeding \$20,000, and the judgment or judgments are not discharged within 15 days after entry.

8.2 If an Event of Default occurs, and notwithstanding any other provision hereof, the Borrower and each of the Guarantors acknowledges and agrees that the Lender may immediately proceed to enforce any or all of its rights and remedies, including without limitation the Security, and each of the Borrower and the Guarantors acknowledges and agrees that the Lender may take whatever steps it deems necessary or advisable to enforce the Security including, without limitation, the filing of the Consent Orders granted pursuant to the terms of this Agreement as permitted by law.

ARTICLE 9 FORBEARANCE

- 9.1 The forbearance of the Lender's rights pursuant to this Agreement shall remain in full force and effect until the occurrence of the earlier of any of the following events:
- (a) an Event of Default, including the non-performance of any obligation of the Borrower or the Guarantors under any agreement with the Lender including, but not limited to, the Loan Agreement, the Security and this Agreement; or
 - (b) the expiry of the Forbearance Period.

**ARTICLE 10
RELEASE**

10.1 Each of the Borrower and the Guarantors hereby:

- (a) releases and forever discharges the Lender and its affiliates, and their directors, officers, servants, agents, consultants, shareholders, assigns, insurers, predecessors and successors (collectively, the "**Releasees**"), of and from any and all manner of actions, causes of actions, suits, contracts, claims, demands, damages, costs and expenses of any nature or kind whatsoever, whether known or unknown, suspected or unsuspected whether at law or in equity, which any one or more of the Borrower or the Guarantors ever had or now has or hereafter can, shall or may have or by reason of any cause, matter or thing whatsoever existing up to the present time and relating, whether directly or indirectly, to the Indebtedness or the Security or any errors or omissions of any of the Releasees with regard thereto;
- (b) waives against each of the Releasees, any defence which they may have existing up to the present time to any present or future legal action or other enforcement brought by the Lender to collect the Indebtedness or enforce or realize upon the Security, whether said defence arises (and expressed through counterclaim, defence, or otherwise), by reason of any cause, matter, error, omission, neglect or thing caused or done, whether direct or indirect, by any of the Releasees existing as at the date of this Agreement and relating to or arising, whether directly or indirectly, from the Indebtedness or the Security; and
- (c) acknowledges that the Lender has not waived any of its rights in respect of the Events of Defaults, as defined in the Loan Agreement, and expressly reserve its rights to rely on the Events of Defaults upon the occurrence of an Event of Default.

**ARTICLE 11
NOTICE**

11.1 Without prejudice to any other method of giving notice, any notice required or permitted to be given to a party pursuant to this Agreement or in connection with the exercise of any of the Lender's rights under this Agreement, the Loan Agreement or the Security, including, but not limited to, the service of any court documents, including commencement documents pursuant to Part 11 of the *Alberta Rules of Court*, shall be conclusively deemed to be sufficient service of such documents and to have been received by such party on the next business day following the sending of the notice by prepaid private courier or on the same business day if sent by electronic mail or facsimile to such party at its email address or facsimile number as set out in this section. Any party may change its address for service by notice in the foregoing manner. The address, email and facsimile numbers for the parties are as follows:

- (a) for the Borrower:

MACCABEE & CO. INC.
1709 – 20 Ave
Coaldale, Alberta T1M 1N2

Attention: David Gross & Janis Gross
Email: dave@grainstoragesolutions.ca

- (b) for David Gross:

David Gross
2317 19th Street
Coaldale, Alberta T1M 1G4

Email: dave@grainstoragesolutions.ca

- (c) for Janice Gross:

Janice Gross
2317 19th Street
Coaldale, Alberta T1M 1G4

Email: j.m.gross1966@gmail.com

- (d) each with a copy to:

North & Company LLP
600 220-4th St S
Lethbridge, AB T1J 4J7

Attention: Sean Annis
Email: sannis@north-co.com

- (e) for **the Lender**:

ROYAL BANK OF CANADA
24th Floor, 335 8th Avenue S.W.
Calgary, AB T2P 1C9

Attention: Sacha Kim
Email: sacha.kim@rbc.com

- (f) with a copy to:

Burnet, Duckworth & Palmer LLP
Barristers and Solicitors
2400, 525 – 8th Avenue SW
Calgary, AB T2P 1G1

Attention: David LeGeyt
Email: dlegeyt@bdplaw.com

- 11.2 The parties are entitled to rely upon the accuracy of the names, addresses, email addresses and fax numbers set out herein unless and until notice of change is received by each party.

ARTICLE 12
MISCELLANEOUS

- 12.1 **Waiver of Confidentiality.** Each of the Borrower and the Guarantors waives its rights to Lender confidentiality in respect of all communications the Lender has in favour of, and hereby authorize the Lender, and its agents to, communicate with any shareholders, guarantors, advisors, agents, creditors, suppliers, parties interested in providing financing to or purchasing the assets of the Borrower or the Guarantors, parties interested in purchasing the Security and/or Indebtedness and any professionals retained by any of the foregoing parties (collectively, the "**Borrower's Stakeholders**"), and each of the Borrower or the Guarantors shall provide such waivers and consents as may be required to ensure that any such Borrower's Stakeholders can fully and frankly discuss with the Lender all matters touching on its relationship with the Borrower or the Guarantors.
- 12.2 **Independence.** Each of the Borrower and the Guarantors hereby acknowledges and agrees that the implementation and performance of this Agreement is to facilitate the Lender's management of the Lender's financial risk and to facilitate the Borrower's and the Guarantors' efforts to retire the Indebtedness to the Lender and does not constitute any form of management or control over either or any of their assets or operations.
- 12.3 **Further Acts.** Each of the Borrower and the Guarantors agrees to promptly do, make, execute and deliver all such further acts, documents and instruments as the Lender may reasonably require to allow the Lender to enforce any of its rights under this Agreement and to give effect to the intention of this Agreement.
- 12.4 **Binding Effect.** Each of the Borrower and the Guarantors represents and warrants that the execution and delivery of this Agreement and any document contemplated by this Agreement has been duly authorized and all corporate and other approvals and resolutions have been obtained prior to the execution and delivery of this Agreement and any document contemplated by this Agreement for the purpose of ensuring that this Agreement and any such document is valid, effective and binding upon each of the Borrower and the Guarantors.
- 12.5 **Entire Agreement.** This Agreement constitutes the entire agreement of the parties relating to the subject matter hereof and may not be amended or modified except by written consent executed by all parties. There are no representations, warranties or undertakings between the parties hereto with respect to the subject matter hereof other than as set out in this Agreement (and the Security and other Loan Documents).
- 12.6 **Costs of Preparation.** The Borrower covenants and agrees that this Agreement shall be subject to documentation by the Lender's legal counsel, all costs of which shall be for the account of the Borrower.
- 12.7 **Legal Costs.** Each of the Borrower and the Guarantors agrees that all legal costs on a solicitor and his own client full indemnity basis incurred by the Lender with respect to its dealings with the Borrower and the Guarantors shall comprise part of the Obligations and are secured by the Security and guaranteed by the Guarantees.
- 12.8 **Independent Legal Advice.** Each of the Borrower and the Guarantors agrees that they have either reviewed this Agreement with legal counsel and/or has had the opportunity to review this Agreement with legal counsel and has chosen not to do so.


- 12.9 **Time of the Essence.** The Borrower acknowledges that time is of the essence in this Agreement. The term "business day" in this Agreement means a day which is not a Saturday, Sunday or other statutory holiday in the Province of Alberta. In the event that any action, step or proceeding contemplated by this Agreement is scheduled to occur on a day which is not a business day, then the action or step or proceeding shall instead be required to occur on the next following business day.
- 12.10 **Governing Law.** This Agreement shall be governed by the laws of the Province of Alberta and the laws of Canada applicable therein. The parties attorn to the non-exclusive jurisdiction of the courts of the Province of Alberta, Judicial Centre of Calgary, with respect to the enforcement and interpretation of this Agreement, the Loan Agreement and the Security.
- 12.11 **Judicial Centre.** Each of the Borrower and the Guarantors acknowledges and agrees that any action commenced by the Lender in respect of the Borrower or the Guarantors, or any of them, may be started and carried on in the judicial centre of Calgary, Alberta. The Borrower and the Guarantors hereby waive any right to apply to transfer any judicial proceedings to another jurisdiction.
- 12.12 **Currency.** All references in this Agreement to currency are to Canadian currency unless expressly stated otherwise.
- 12.13 **Severability.** If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect:
- (a) the legality, validity or enforceability of the remaining provisions of this Agreement; or
 - (b) the legality, validity or enforceability of that provision in any other jurisdiction.
- 12.14 **Interpretation.** Words importing singular number only shall include the plural and vice versa. Words importing the neuter gender "it" shall include the feminine and masculine genders and words importing persons shall include corporations, partnerships, syndicates, trusts and any number or aggregate of persons. Capitalized terms not otherwise defined in this Agreement have the meaning set forth in the Schedules hereto, the Loan Agreement or the Security.
- 12.15 **Headings.** The headings contained in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
- 12.16 **Assignment.** This Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors and assigns.
- 12.17 **Effective Date.** This Agreement shall be deemed effective as of the date first written above.
- 12.18 **Further Costs.** If the Borrower or the Guarantors fail to perform any of their covenants or agreements hereunder, the Lender may itself, but shall not be obliged to, perform or cause to be performed the same and all reasonable expenses incurred or payments made by the Lender in so doing shall be paid by the Borrower or the Guarantors to the Lender forthwith upon demand. Any such expenses or payments remaining unpaid after demand shall bear interest at the rates agreed to pursuant to the Loan Agreement from the date such expense or payment was incurred or made by the Lender until paid and shall be added to the Indebtedness and secured by the Security.

- 12.19 **Execution.** This Agreement may be executed in counterparts and such counterparts together shall be deemed to be an original and shall constitute a single instrument. Notwithstanding the date of execution, such counterparts shall be deemed to bear a date as of the date of this Agreement. Delivery of an executed counterpart of this Agreement by electronic means, including, without limitation, by facsimile transmission or by electronic delivery in portable document format (.pdf) or tagged image file format (.tif), shall be equally effective as delivery of a manually executed counterpart hereof. Any party delivering an executed counterpart of this Agreement by electronic means shall also deliver a manually executed counterpart hereof by mail or courier upon demand.

[Remainder of page intentionally left blank, signature page follows]

IN WITNESS WHEREOF, this Agreement has been executed and delivered by the parties hereto.


MACCABEE & CO. INC.

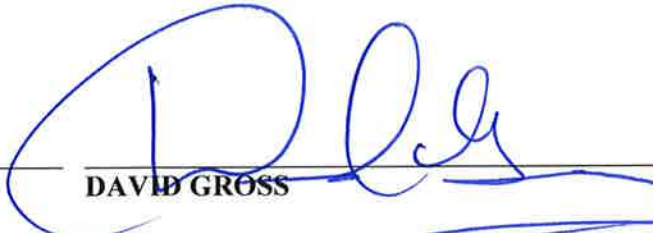
Per: 
Name:
Title:

ROYAL BANK OF CANADA

Per: _____
Name: Sacha Kim
Title: Senior Manager Special Loans & Advisory Group

Each Guarantor hereby acknowledges receiving all information and advice that they require, including legal advice, related to this Agreement and, in this regard: (i) acknowledge receiving valuable consideration (the adequacy and sufficiency of which is specifically acknowledged) for their obligations hereunder; (ii) acknowledge and consent to this Agreement; (iii) agree to be bound by the provisions of this Agreement; and (iv) agree that if the Lender fails to insist upon strict performance or observance of the requirements of its rights set forth in this Agreement, or waives or amends any such requirements, such action shall not prejudice the Lender's rights under any or all of the guarantee and security arrangements granted by each of the undersigned in favour of the Lender.

Witness 
SEAN D. ANNIS
BARRISTER AND SOLICITOR



DAVID GROSS

Witness 
SEAN D. ANNIS
BARRISTER AND SOLICITOR



JANICE GROSS

IN WITNESS WHEREOF, this Agreement has been executed and delivered by the parties hereto.

MACCABEE & CO. INC.

Per: _____
Name:
Title:

ROYAL BANK OF CANADA

Per: 
Name: Sacha Kim
Title: Senior Manager Special Loans &
Advisory Group

Each Guarantor hereby acknowledges receiving all information and advice that they require, including legal advice, related to this Agreement and, in this regard: (i) acknowledge receiving valuable consideration (the adequacy and sufficiency of which is specifically acknowledged) for their obligations hereunder; (ii) acknowledge and consent to this Agreement; (iii) agree to be bound by the provisions of this Agreement; and (iv) agree that if the Lender fails to insist upon strict performance or observance of the requirements of its rights set forth in this Agreement, or waives or amends any such requirements, such action shall not prejudice the Lender's rights under any or all of the guarantee and security arrangements granted by each of the undersigned in favour of the Lender.

Witness

DAVID GROSS

Witness

JANICE GROSS

AFFIDAVIT OF EXECUTION

CANADA
Province of Alberta
TO WIT

I, **SEAN D. ANNIS**
BARRISTER AND SOLICITOR, of
the City of Lethbridge in the Province of
Alberta,

MAKE OATH AND SAY AS FOLLOWS:

- 1. That I was personally present and did see **DAVID GROSS**, named in the within instrument who is personally known to me to be the person named therein, sign and execute the same for the purpose named therein.
- 2. That the same was executed at the City of Lethbridge in the Province of Alberta and that I am the subscribing witness thereto.
- 3. That I know the said **DAVID GROSS** and he is in my belief the full age of eighteen years.

SWORN BEFORE ME at the City of)
Lethbridge, in the Province of Alberta this)
16 day of September 2024.)



_____)
A Commissioner for Oaths in and for the Province)
of Alberta)



_____)
SEAN D. ANNIS
BARRISTER AND SOLICITOR

A Commissioner for Oaths in and for Alberta
TARA LEANNE HUTCHINSON
My Appointment Expires April 7, 2026

AFFIDAVIT OF EXECUTION

SEAN D. ANNIS
BARRISTER AND SOLICITOR

CANADA
Province of Alberta
TO WIT

I, _____, of
the City of Lethbridge, in the Province of
Alberta,

MAKE OATH AND SAY AS FOLLOWS:

- 1. That I was personally present and did see **JANICE GROSS**, named in the within instrument who is personally known to me to be the person named therein, sign and execute the same for the purpose named therein.
- 2. That the same was executed at the City of Lethbridge in the Province of Alberta and that I am the subscribing witness thereto.
- 3. That I know the said **JANICE GROSS** and she is in my belief the full age of eighteen years.

SWORN BEFORE ME at the City of)
Lethbridge, in the Province of Alberta this)
16 day of September 2024.)



A Commissioner for Oaths in and for the Province)
of Alberta)



SEAN D. ANNIS
BARRISTER AND SOLICITOR

A Commissioner for Oaths in and for Alberta
TARA LEANNE HUTCHINSON
My Appointment Expires April 7, 2026


AFFIDAVIT VERIFYING

SIGNING AUTHORITY

I, David Gross of the City of Lethbridge, in the Province of Alberta, make oath and say:

- 4. I am a director of **MACCABEE & CO. INC.** named in the within agreement.
- 5. I am authorized by **MACCABEE & CO. INC.** to execute the within document.

SWORN BEFORE ME at the City of)
Lethbridge, in the Province of Alberta this)
16 day of September, 2024.)



A Commissioner for Oaths in and for the Province
of Alberta

SEAN D. ANNIS
A COMMISSIONER FOR OATHS
IN AND FOR ALBERTA
BARRISTER AND SOLICITOR



Name:
Title:

SCHEDULE "A"
BORROWER SECURITY

1. General Security Agreement dated May 18, 2023 creating a security interest in all present and after acquired personal property of the Borrower granted by the Borrower in favour of the Lender.
2. Master Lease Agreement dated September 13, 2023 creating a security interest in a 2023 CIM Bin Transport Trailer, Serial Number 2C9FS8B11PH167108 granted by the Borrower by favour of the Lender.

SCHEDULE "B"
GUARANTEES

1. Guarantee and Postponement of Claim dated May 31, 2023 with respect to the indebtedness of the Borrower granted by David Gross ("**David**") and Janice Gross ("**Janice**").

SCHEDULE "C"
GUARANTOR SECURITY

1. Postponement and Assignment of Claim dated May 18, 2023, granted by David in favour of the Lender.
2. Postponement and Assignment of Claim dated May 18, 2023, granted by Janice in favour of the Lender.

**SCHEDULE "D"
INDEBTEDNESS**

Facility	Amount Outstanding	Per Diem
Line of Credit	- \$598,134.35\$	134.35
Term Loan 002	\$67,832.28	13.74
Term Loan 003	\$410,871.69	64.86
RBC Lease	\$81,062.10	
RBC Visa	\$91,844.67	-

Total: \$1,249,745.09

(as of August 27, 2024,
excluding costs)

SCHEDULE "E"
CONSENT RECEIVERSHIP ORDER

See Attached

COURT FILE NUMBER

Clerk's Stamp

COURT

COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE

Calgary

APPLICANT(S)

ROYAL BANK OF CANADA

RESPONDENT(S)

MACCABEE & CO. INC., DAVID GROSS,
and JANICE GROSS

DOCUMENT

RECEIVERSHIP ORDER

ADDRESS FOR SERVICE
AND CONTACT
INFORMATION OF
PARTY FILING THIS
DOCUMENT

Burnet, Duckworth & Palmer LLP
2400, 525 – 8th Avenue SW
Calgary, Alberta T2P 1G1
Lawyer: David LeGeyt
Phone Number: (403) 260-0210
Fax Number: (403) 260-0332
Email Address: dlegeyt@bdplaw.com
File No. 55398-102

DATE ON WHICH ORDER WAS PRONOUNCED: _____

LOCATION OF HEARING: Calgary Courts Centre, Calgary, Alberta

NAME OF JUSTICE WHO GRANTED THIS ORDER: _____

UPON the application of **ROYAL BANK OF CANADA** in respect of **MACCABEE & CO. INC.** (the "**Debtor**"); AND UPON having read the Application, the Affidavit of _____; and the Affidavit of Service of _____, filed; AND UPON reading the consent of _____ to act as receiver and manager (the "**Receiver**") of the Debtor, filed; AND UPON noting the consent endorsed hereon of counsel to the Debtor; AND UPON hearing counsel for Royal Bank of Canada, counsel for the proposed Receiver and any other counsel or other interested parties present; IT IS HEREBY ORDERED AND DECLARED THAT:

Service

1. The time for service of the notice of application for this order (the "**Order**") is hereby abridged and deemed good and sufficient [**if applicable**] and this application is properly returnable today.

Appointment

2. Pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3 (the "**BIA**"), and sections 13(2) of the *Judicature Act*, RSA 2000, c.J-2, 99(a) of the *Business Corporations Act*, RSA 2000, c.B-9, and 65(7) of the *Personal Property Security Act*, RSA 2000, c.P-7, _____ is hereby appointed Receiver, without security, of all of the Debtor's current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the "**Property**").

Receiver's Powers

3. 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, which shall include the Receiver's ability:
 - (i) to abandon, dispose of, or otherwise release any interest in any of the Debtor's real or personal property, or any right in any immovable; and
 - (ii) upon further order of the Court, to abandon, dispose of, or otherwise release any license or authorization issued by the Alberta Energy Regulator, or any other similar government authority;
 - (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
 - (c) to manage, operate and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;

- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to or by the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that nothing in this Order shall authorize the Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court;
- (k) to market any or all the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:
 - (i) without the approval of this Court in respect of any transaction not exceeding \$100,000.00, provided that the aggregate consideration for all such transactions does not exceed \$500,000.00; 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 60(8) of the *Personal Property Security Act*, RSA 2000, c. P-7 or any other similar legislation in any other province or territory shall not be required.

- (m) to apply for any vesting order or other orders (including, without limitation, confidentiality or sealing orders) necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (o) to register a copy of this Order and any other orders in respect of the Property against title to any of the Property, and when submitted by the Receiver for registration this Order shall be immediately registered by the Registrar of Land Titles of Alberta, or any other similar government authority, notwithstanding Section 191 of the *Land Titles Act*, RSA 2000, c. L-4, or the provisions of any other similar legislation in any other province or territory, and notwithstanding that the appeal period in respect of this Order has not elapsed and the Registrar of Land Titles shall accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtor and not in its personal capacity;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and

- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

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

Duty to Provide Access and Co-operations to the Receiver

4. (i) The Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.
5. All Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 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 documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.
6. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the

Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names, and account numbers that may be required to gain access to the information.

No Proceedings Against the Receiver

7. No proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

No Proceedings Against the Debtor or the Property

8. No Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall: (i) prevent any Person from commencing a proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such proceeding is not commenced before the expiration of the stay provided by this paragraph; and (ii) affect a Regulatory Body's investigation in respect of the debtor or an action, suit or proceeding that is taken in respect of the debtor by or before the Regulatory Body, other than the enforcement of a payment order by the Regulatory Body or the Court. "**Regulatory Body**" means a person or body that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a Province.

No Exercise of Rights of Remedies

9. All rights and remedies of any Person, whether judicial or extra-judicial, statutory or non-statutory (including, without limitation, set-off rights) against or in respect of the Debtor or the Receiver or affecting the Property are hereby stayed and suspended and shall not be commenced, proceeded with or continued except with leave of this Court, provided, however, that nothing in this Order shall:
 - (a) empower the Debtor to carry on any business that the Debtor is not lawfully entitled to carry on;
 - (b) prevent the filing of any registration to preserve or perfect a security interest;

- (c) prevent the registration of a claim for lien; or
 - (d) exempt the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment.
10. Nothing in this Order shall prevent any party from taking an action against the Debtor where such an action must be taken in order to comply with statutory time limitations in order to preserve their rights at law, provided that no further steps shall be taken by such party except in accordance with the other provisions of this Order, and notice in writing of such action be given to the Receiver at the first available opportunity.

No Interference with the Receiver

11. No Person shall accelerate, suspend, 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, except with the written consent of the Debtor and the Receiver, or leave of this Court.

Continuation of Services

12. All persons having:

- (a) statutory or regulatory mandates for the supply of goods and/or services; or
- (b) oral or written agreements or arrangements with the Debtor, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation, services, utility or other services to the Debtor,

are hereby restrained until further order of this Court from discontinuing, altering, interfering with, suspending or terminating the supply of such goods or services as may be required by the Debtor or exercising any other remedy provided under such agreements or arrangements. The Debtor shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the usual prices or charges for all such goods or services received after the date of this Order are paid by the Debtor in accordance with the payment practices of the Debtor, or such other practices as may be agreed upon by the supplier or service provider and each of the Debtor and the Receiver, or as may be ordered by this Court.

Receiver to Hold Funds

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

Employees

14. Subject to employees' rights to terminate their employment, all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, SC 2005, c.47 ("**WEPPA**").
15. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, SC 2000, c. 5, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

Limitations on Environmental Liabilities

16. (a) Notwithstanding anything in any federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:
- (i) before the Receiver's appointment; or
 - (ii) after the Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.
- (b) Nothing in sub-paragraph (a) exempts a Receiver from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.
- (c) Notwithstanding anything in any federal or provincial law, but subject to sub-paragraph (a) hereof, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, the Receiver is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order,
- (i) if, within such time as is specified in the order, within 10 days after the order is made if no time is so specified, within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, or during the period of the stay referred to in clause (ii) below, the Receiver:
 - (A) complies with the order, or
 - (B) on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;
 - (ii) during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within 10 days after the order is made or within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, by:
 - (A) the court or body having jurisdiction under the law pursuant to which the order was made to enable the Receiver to contest the order; or

- (B) the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or
- (iii) if the Receiver had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

Limitation on the Receiver's Liability

17. Except for gross negligence or wilful misconduct, as a result of its appointment or carrying out the provisions of this Order the Receiver shall incur no liability or obligation that exceeds an amount for which it may obtain full indemnity from the Property. Nothing in this Order shall derogate from any limitation on liability or other protection afforded to the Receiver under any applicable law, including, without limitation, Section 14.06, 81.4(5) or 81.6(3) of the BIA.

Receiver's Accounts

18. The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case, incurred at their standard rates and charges. The Receiver and counsel to the Receiver shall be entitled to the benefits of and are hereby granted a charge (the "**Receiver's Charge**") on the Property, which charge shall not exceed an aggregate amount of \$500,000.00, as security for their professional fees and disbursements incurred at the normal rates and charges of the Receiver and such counsel, both before and after the making of this Order in respect of these proceedings, and the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, deemed 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) and 88 of the BIA.
19. The Receiver and its legal counsel shall pass their accounts from time to time.
20. 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 the legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

Funding of the Receivership

21. 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 \$500,000.00 (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, deemed 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 set out in sections 14.06(7), 81.4(4) and 81.6(2) and 88 of the BIA.

22. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
23. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as **Schedule "A"** hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.
24. 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.
25. The Receiver shall be authorized to repay any amounts borrowed by way of Receiver's Certificates out of the Property or any proceeds, including any proceeds from the sale of any assets without further approval of this Court.

Allocation

26. Any interested party may apply to this Court on notice to any other party likely to be affected, for an order allocating the Receiver's Charge and Receiver's Borrowings Charge amongst the various assets comprising the Property.

General

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

28. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Receiver will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence. The Receiver's reports shall be filed by the Court Clerk notwithstanding that they do not include an original signature.
29. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.
30. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any foreign jurisdiction 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, to grant representative status to the Receiver in any foreign proceeding, or to assist the Receiver and its agents in carrying out the terms of this Order.
31. 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. The Plaintiff shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis, including legal costs on a solicitor-client full indemnity basis, to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.
33. Any interested party may apply to this Court to vary or amend this Order on not less than 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.

Filing

34. The Receiver shall establish and maintain a website in respect of these proceedings (the "**Receiver's Website**") and shall post there as soon as practicable:
 - (a) all materials prescribed by statute or regulation to be made publicly available; and

(b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, or served upon it, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.

35. Service of this Order shall be deemed good and sufficient by:

(a) serving the same on:

(i) the persons listed on the service list created in these proceedings or otherwise served with notice of these proceedings;

(ii) any other person served with notice of the application for this Order;

(iii) any other parties attending or represented at the application for this Order; and

(b) posting a copy of this Order on the Receiver's Website;

and service on any other person is hereby dispensed with.

36. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

Justice of the Court of King's Bench of Alberta

CONSENTED TO THIS 16 DAY OF
September, 2024.

North & Company LLP

Per: 
Sean Annis
Counsel for the Defendants

SCHEDULE "A"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that _____, the interim receiver and receiver and manager (the "**Receiver**") of all of the assets, undertakings and properties of **Maccabee & Co. Inc.** ("**Borrower**") appointed by Order of the Court of King's Bench of Alberta and Court of King's Bench of Alberta in Bankruptcy and Insolvency (collectively, the "**Court**") dated the ____ day of _____, _____ (the "**Order**") made in action numbers _____, 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 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 the *Bankruptcy and Insolvency Act* (Canada), 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 an address to be provided to the Receiver.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

- 6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.
- 7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 20__.

_____, solely in its capacity as Receiver of the Property (as defined in the Order), and not in its personal capacity

Per: _____
Name:
Title:

SCHEDULE "F"
CONSENT JUDGMENT

See Attached

COURT FILE NUMBER

Clerk's Stamp:

COURT

COURT OF KING'S BENCH
OF ALBERTA

JUDICIAL CENTRE

CALGARY

PLAINTIFF

ROYAL BANK OF CANADA

DEFENDANTS

MACCABEE & CO. INC., DAVID GROSS, and JANICE GROSS

DOCUMENT

CONSENT JUDGMENTADDRESS FOR SERVICE
AND CONTACT
INFORMATION OF PARTY
FILING THIS DOCUMENT**Burnet, Duckworth & Palmer LLP**

2400, 525 – 8 Avenue SW

Calgary, Alberta T2P 1G1

Lawyer: David LeGeyt

Phone Number: (403) 260-0210

Fax Number: (403) 260-0332

Email Address: dlegeyt@bdplaw.com

File No. 55398-102

DATE ON WHICH ORDER WAS PRONOUNCED: _____**LOCATION WHERE ORDER WAS PRONOUNCED:** Judicial Centre of Calgary**NAME OF APPLICATIONS JUDGE WHO MADE THIS ORDER:** _____**CONSENT JUDGMENT**

WHEREAS the Defendant, **MACCABEE & CO. INC.** ("**Borrower**") is indebted to **ROYAL BANK OF CANADA** ("**Lender**") pursuant to a RBC Royal Bank Visa Business Card Agreement dated May 31, 2023 and a Credit Agreement dated May 18, 2023 (collectively, the "**Loan Agreements**");

AND WHEREAS the Defendants **DAVID GROSS** and **JANICE GROSS** provided a limited guarantees of all indebtedness at any time owing by Borrower to the Lender;

AND WHEREAS Borrower has defaulted upon the terms of the Loan Agreements;

AND UPON THE APPLICATION of the counsel for the Plaintiff herein; **AND UPON HEARING** from counsel for the Plaintiff; **AND UPON NOTING** the consent of counsel for the Defendants;

IT IS HEREBY DECLARED THAT the Loan Agreements and security held by the Plaintiff are valid and enforceable and that there is due and owing under the Loan Agreements as at the ___ day of _____, 202__, the sum of \$ _____ plus accrued interest, solicitor client costs and other charges (the "Indebtedness").

IT IS HEREBY ORDERED THAT:

1. The Plaintiff, the Lender, is awarded judgment against the Defendants, jointly and severally, in the amount of \$ _____ as of _____, 202__ plus interest pursuant to the *Judgment Interest Act*, RSA 2000, c J-1, to the date of this order.
2. The Plaintiff is awarded costs of this Action on a solicitor and own client, full indemnity basis.
3. This Order may be approved in counterpart and by email (in pdf) or by fax.

A.J.C.K.B.A.

CONSENTED TO THIS 16 DAY OF
September, 2024.

NORTH & COMPANY LLP

Per: _____
Name: Sean Annis
Title: Counsel for the Defendants

THIS IS EXHIBIT "J" REFERRED TO IN THE
AFFIDAVIT OF NELLY BAKKER.

SWORN/AFFIRMED BEFORE ME THIS
22 DAY OF JANUARY, 2025.



A Notary Public in and for the Province of British Columbia

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COURT FILE NUMBER 2501-
 COURT COURT OF KING'S BENCH OF ALBERTA
 JUDICIAL CENTRE CALGARY
 PLAINTIFF ROYAL BANK OF CANADA
 DEFENDANTS MACCABEE & CO. INC., DAVID GROSS,
 and JANICE GROSS
 DOCUMENT **CONSENT TO ACT**

Clerk's Stamp

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
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 File: 55398-102

CONSENT TO ACT

BDO CANADA LIMITED hereby consents to act as receiver and manager over the property, and assets of **MACCABEE & CO. INC.** if so appointed by this Honourable Court.

DATED at Calgary, Alberta this 6th day of January, 2025.

BDO CANADA LIMITED

Per:

Kevin Meyler, Senior Vice President