Court File No.: CL-26-00000333-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

NATIONAL BANK OF CANADA

Applicant

and

KEEL DIGITAL SOLUTIONS CORP., GET A-HEAD INC. AND AMERIMIND AI LTD.

Respondents

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

APPLICATION RECORD

July 30, 2026

THORNTON GROUT FINNIGAN LLP
100 Wellington Street West
Suite 3200, TD West Tower
Toronto ON M5K 1K7

Grant Moffat (LSO #32380L)
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Lawyers for the Applicant

TO: THIS HONOURABLE COURT

AND TO: THE SERVICE LIST

Court File No.: CL-26-00000333-0000

ONTARIO
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1	Notice of Application dated July 22, 2026
2	Affidavit of John Borch, sworn July 27, 2026
Exhibit "A"	Copies of the Corporate Profile Reports of Keel and GAH
Exhibit "B"	Copy of the corporate organizational chart
Exhibit "C"	Copies of the corporate filings from the United States reflecting Amerimind's registered office and name change
Exhibit "D"	Copy of the Statement of Claim dated January 7, 2026
Exhibit "E"	Copy of the Statement of Defence and Counterclaim dated February 10, 2026
Exhibit "F"	Copies of the Offer of Financing and amending agreements dated March 26, 2024 and September 2, 2025
Exhibit "G"	Copy of the MasterCard Agreement
Exhibit "H"	General Security Agreements provided by Keel and GAH dated August 31, 2023

TAB	DOCUMENT
Exhibit "I"	Copies of the guarantees provided by Keel and GAH dated August 31, 2023
Exhibit "J"	Copy of the Amerimind Guarantee dated August 31, 2023
Exhibit "K"	Copies of the General Security Agreement governed by Ontario law and the General Security Agreement governed the New York law dated August 31, 2023, respectively
Exhibit "L"	Copy of a PPSA search result from the Ministry dated July 21, 2026, in respect of Keel
Exhibit "M"	Copies of PPSA search results from the Ministry dated July 21, 2026 in respect of Vector Health Laboratories Ltd., Tulip Health Inc. and FIQ Lab Services Corp.
Exhibit "N"	Copy of a PPSA search result from the Ministry dated July 21, 2026 in respect of GAH
Exhibit "O"	Copy of a PPSA search result from the Ministry dated July 21, 2026 in respect of Amerimind
Exhibit "P"	Copy of a PPSA search result from the Ministry dated July 21, 2026 in respect of Keel Digital Solutions Ltd.
Exhibit "Q"	Copy of a UCC search result from the Secretary of State of Delaware dated July 21, 2026 in respect of Amerimind
Exhibit "R"	Copy of a UCC search result from the Secretary of State of Delaware dated July 21, 2026 in respect of Keel Digital Solutions Ltd.
Exhibit "S"	Bank's counsel letter to the Respondents dated March 11, 2026
Exhibit "T"	Copy of the email chain communication with Mr. Fischbach in June 2026
Exhibit "U"	Copies of the Borrowers' Demand and the Borrowers' BIA Notices dated June 26, 2026
Exhibit "V"	Copies of the Amerimind Demand and the Amerimind BIA Notice
Exhibit "W"	Copy of BDO's consent to act as Receiver dated July 23, 2026
3	Draft Receivership Order
4	Blackline of Draft Receivership Order to Model Order

TAB 1

Electronically issued / Délivré par voie électronique : 22-Jul-2026 Court File No./N° du dossier du greffe: CL-26-00000333-0000
Superior Court of Justice - Toronto - Commercial List / Cour supérieure de justice

Court File No.:

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

NATIONAL BANK OF CANADA

Applicant

and

KEEL DIGITAL SOLUTIONS CORP., GET A-HEAD INC. AND AMERIMIND AI LTD.

Respondents

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

NOTICE OF APPLICATION

TO THE RESPONDENTS:

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

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

☐ In writing
☐ In person
☐ By telephone conference
☒ By video conference, the details of which will be made available in CaseCentre,

before a Judge presiding over the Ontario Superior Court of Justice (Commercial List) at 330 University Ave., Toronto, Ontario, on a date to be scheduled. Please advise if you intend to join the hearing by emailing Derek Harland at dharland@tgf.ca.

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

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

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

Date _____ Issued by _____
Local Registrar

Address of court office: Superior Court of Justice
330 University Avenue
Toronto ON M5G 1R7

TO: THIS HONOURABLE COURT

AND TO: THE SERVICE LIST

APPLICATION

1. National Bank of Canada (the "**Bank**") makes this Application pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**"), for:

(a) an order (the "**Receivership Order**"), substantially in the form located at Tab 3 of the Bank's Application Record, among other things:

(i) if necessary, abridging the time for service of this application, validating the manner of service, and declaring that this application is properly returnable before the Court; and

(ii) appointing BDO Canada Limited ("**BDO**") as receiver and manager (in such capacity, the "**Receiver**"), without security, of all of the current and future assets, undertakings, and properties (collectively, the "**Property**") of Keel Digital Solutions Corp. ("**Keel**"), Get A-Head Inc. ("**GAH**") and Amerimind AI Ltd. ("**Amerimind**", and together with Keel and GAH, the "**Respondents**"); and

(b) such further and other relief as this Honourable Court may deem just.

THE GROUNDS FOR THE APPLICATION ARE:

Overview

2. All monetary figures referred to herein are expressed in Canadian dollars.

3. Keel and GAH are corporations incorporated under the laws of the Province of Ontario. Henry Dreifus, Rob Godfrey, Daniel Libertucci and Peter A.P. Zakarow are the directors of Keel and Jay Fischbach, Mr. Godfrey and James Hansen are the officers of Keel. Ahad Bandealy and Mr. Fischbach are both directors and officers of GAH and Kelly Ehler is also an officer of GAH. Keel and GAH both have their registered head office at 2 Bloor Street East, Suite 3501, Toronto, Ontario, although they no longer occupy those premises.

4. Keel is the parent company of GAH. Keel was formed by way of amalgamation of Vector Health Laboratories Ltd., Tulip Health Inc. and FIQ Lab Services Corp. on February 1, 2024. Keel changed its name from "Vector Health Laboratories Ltd." following the amalgamation to its current name on March 11, 2024.

5. Amerimind is a corporation incorporated under the laws of the State of Delaware. Mr. Godfrey is the President of Amerimind. Although incorporated in Delaware, Amerimind has the same registered head office as Keel and GAH but also no longer occupies those premises. Amerimind changed its name from "Keel Digital Solutions Ltd." to its current name on January 7, 2026.

6. The Bank is a Canadian chartered bank under Schedule 1 of the *Bank Act* (Canada).

7. GAH is the owner and operator of a digital subscription-as-a-service (SaaS) platform that provides training for mental health students and professionals (the "**Platform**").

8. The Bank extended various credit facilities to Keel and GAH. Keel and GAH each act as primary borrowers and guaranteed the indebtedness and obligations of the other to the Bank.

In addition, Amerimind has provided an unlimited guarantee to the Bank in respect of the indebtedness and obligations owing by Keel and GAH to the Bank, as further described below.

9. The primary revenue source for the Respondents was from contracts between GAH and various Ontario provincial government ministries, including the Ministry of Training, Colleges, Universities, Research Excellence and Security ("**MCURES**"), the Ministry of Labour, Immigration, Training and Skills Development ("**MLITSD**") and the Ministry of Health, in each case to provide access to the Platform to these ministries.

10. However, in January 2026, His Majesty the King in Right of Ontario (the "**Crown**") commenced a claim against Keel, GAH and other individual defendants bearing Court File No. CV-26-00000176-0000 seeking, among other things:

(a) damages of approximately $22.5 million owing to MCURES;

(b) damages of approximately $2.7 million owing to MLITSD; and

(c) a declaration that the Crown is entitled to trace funds wrongfully obtained from the Crown by the defendants, including into and through any financial institution, accounts or deposit facilities in the name of the defendants.

11. The Crown alleges that, among other things, GAH breached the agreements between GAH and each of MCURES and MLITSD, delivered false and misleading reporting to artificially increase the amounts payable under such agreements and misrepresented the amount of reimbursable expenses.

12. Keel and GAH have defended and counterclaimed against the Crown in the amount of $98,725,259. The Bank understands this litigation is ongoing.

13. As a result of this litigation, the Respondents have lost their primary source of revenue and have no other material customers.

14. Keel and GAH have defaulted on their obligations under the Offer of Financing (as defined below) and the Bank has demanded repayment from the Respondents.

The Offer of Financing and Security

15. Pursuant to an offer of financing dated August 31, 2023 (as amended, the **"Offer of Financing"**), the Bank extended certain credit facilities (collectively, the "**Credit Facilities**") to Keel and GAH, including a revolving operating term loan in the maximum amount of $2,000,000 (the "**Revolving Term Loan**"), a non-revolving term loan in the maximum amount of $2,753,750 (the "**Non-Revolving Term Loan**"), and a global net risk line for derivatives in the maximum amount of $1,000,000 (the "**Global Risk Line**").

16. The Bank also established a MasterCard credit card account (each, a "**MasterCard Account**") with the Bank for each of the Borrowers and issued MasterCard cards to each of the Borrowers (collectively, the "**Credit Cards**"). The MasterCard Accounts and the Credit Cards are subject to and governed by the Bank's cardholder agreement for MasterCard business cards in effect from time to time (the "**MasterCard Agreement**").

17. Pursuant to the Offer of Financing and as security for its obligations to the Bank, Keel and GAH each granted to the Bank security over all of its property pursuant to, among other

things, a General Security Agreement dated August 31, 2023 (the "**Borrower GSAs**"). Keel and GAH also guaranteed all of the debts and liabilities of each other and Amerimind to the Bank pursuant to unlimited guarantees dated August 31, 2023.

18. Amerimind guaranteed all of the debts and liabilities of Keel and GAH to the Bank pursuant to an unlimited guarantee dated August 31, 2023 (the "**Amerimind Guarantee**"). The Amerimind Guarantee is payable on demand.

19. As security for its obligations to the Bank under the Amerimind Guarantee, Amerimind granted to the Bank security over all of its property pursuant to, among other things, a General Security Agreement governed by Ontario law dated August 31, 2023 (the "**Amerimind Ontario GSA**" and, together with the Borrower GSAs, the "**Canadian GSAs**") and a General Security Agreement governed by New York law dated August 31, 2023 (together with the Canadian GSAs, the "**GSAs**").

20. The Bank has registered its security interests against the Respondents in Ontario pursuant to the *Personal Property Security Act* (Ontario) and against Amerimind in Delaware pursuant to the Uniform Commercial Code.

21. As of June 25, 2026 (the date of demand by the Bank), each of Keel and GAH is indebted to the Bank pursuant to the Credit Facilities and the MasterCard Accounts and Amerimind is indebted to the Bank pursuant to the Amerimind Guarantee in the total amount of $4,556,190.75, plus all applicable interest accruing thereafter and costs, including legal fees and disbursements, incurred by the Bank to the date of payment (collectively, the "**Indebtedness**").

22. It is a term of each of the Canadian GSAs that the Bank may appoint a receiver upon default by the applicable Respondent in any of its obligations to the Bank.

Events of Default and Demands

23. Pursuant to the Offer of Financing, the Revolving Term Loan and Non-Revolving Term Loan mature on August 31, 2026 (the "**Maturity Date**") and the amount outstanding under the Global Risk Line is payable on demand by the Bank. Pursuant to the MasterCard Agreement, the amount outstanding under the MasterCard Accounts and the Credit Cards is payable on demand by the Bank.

24. The Bank's counsel advised the Respondents by letter dated March 11, 2026 that, among other things, the Bank was not prepared to extend the Maturity Date and that Keel and GAH must permanently and indefeasibly repay to the Bank the amount outstanding under the Revolving Term Loan and the Non-Revolving Term Loan on the Maturity Date, subject to the Bank's right to demand payment prior to the Maturity Date in accordance with the Offer of Financing.

25. Thereafter, however, Keel and GAH committed certain events of default under the Offer of Financing, including, among other things,

(a) failing to pay interest under the Revolving Term Loan when due on June 1, 2026;

(b) failing to pay interest and principal under the Non-Revolving Term Loan when due on May 29, 2026; and

(c) ceasing to carry on business or a substantial portion thereof,

(collectively, the "**Defaults**").

26. Each of the Defaults constitutes an Event of Default as defined under the Offer of Financing, with the result that the Bank was entitled to exercise its rights and remedies pursuant to the Offer of Financing.

27. In addition, Keel and GAH ceased making deposits to their accounts with the Bank on or around March 27, 2026. Upon further review of account activity, the Bank also noted that there were transfers made to bank accounts that Keel held with The Toronto-Dominion Bank ("**TD Bank**") over a period of several months.

28. By letter dated June 26, 2026 (the "**Borrowers' Demand**"), the Bank demanded payment from Keel and GAH of the Indebtedness and together therewith delivered to each of Keel and GAH a Notice of Intention to Enforce Security (the "**Borrowers' BIA Notices**") pursuant to section 244 of the BIA.

29. By letter dated June 26, 2026 (the "**Amerimind Demand**" and, together with the Borrowers' Demand, the **"Demands"**), the Bank demanded payment of the Indebtedness from Amerimind pursuant to the Amerimind Guarantee and together therewith delivered a Notice of Intention to Enforce Security (the "**Amerimind BIA Notice**" and, together with the Borrowers' BIA Notices, the "**BIA Notices**") pursuant to section 244 of the BIA.

30. Notwithstanding the issuance of the Demands and the BIA Notices, the Respondents have failed to repay any amount in reduction of the Indebtedness.

Necessity for the Appointment of a Receiver

31. The appointment of the proposed Receiver over the Property of the Respondents is necessary and appropriate in the circumstances as a result of the following:

(a) as a result of the Defaults, which each constitutes an "Event of Default" as defined under each of the Offer of Financing and the GSAs, the Bank is contractually entitled to seek the appointment of BDO as Receiver of the Property of the Respondents pursuant to the terms of the Canadian GSAs;

(b) the 10-day notice period set out in the BIA Notices has expired;

(c) the Bank has received no payments in reduction of the Indebtedness notwithstanding the issuance of the Demands and the BIA Notices;

(d) the Respondents may have diverted their banking activity to TD Bank, leaving the Bank with no visibility as to the Respondents' operations;

(e) the Respondents have essentially ceased operations in light of the litigation with the Crown as the contracts with the Crown comprised substantially all of their business; and

(f) it appears that there is no plan in place to repay the Indebtedness. As a result, the Bank has lost confidence in the Respondents' ability to perform their respective obligations under the Offer of Financing and the Amerimind Guarantee and to repay the Indebtedness.

32. For these reasons, the Bank believes that the appointment of the Receiver is necessary and appropriate in the circumstances. The appointment of the Receiver will allow the Property to be realized upon in an efficient, transparent, and orderly manner for the benefit of the Bank and for the benefit of other stakeholders of the Respondents.

33. BDO has consented to act as Receiver, subject to obtaining a Receivership Order on terms that are satisfactory to BDO.

34. Rules 2.03, 3.02, 14.05(2), 16, 41 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg 194, Section 243(1) of the BIA and Section 101 of the CJA.

35. Such other grounds as counsel may advise and this Court may deem just.

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

1. the Affidavit of John Borch, to be sworn,

2. BDO's Pre-Filing Report, to be filed;

3. the consent of BDO to act as Receiver; and

4. such further and other evidence as counsel may advise and this Court may permit.

July 22, 2026

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Toronto ON M5K 1K7

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Lawyers for the Applicant

Court File No.: CL-26-00000333-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

NATIONAL BANK OF CANADA

Applicant

- and -

KEEL DIGITAL SOLUTIONS CORP., GET A-HEAD INC. AND AMERIMIND AI LTD.

Respondents

APPLICATION UNDER SUBSECTION 243(1) OF *THE BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED

SERVICE LIST
(as at July 30, 2026)

TO:	**THORNTON GROUT FINNIGAN LLP** TD West Tower, Toronto-Dominion Centre 100 Wellington Street West, Suite 3200 Toronto, ON M5K 1K7 **Grant Moffat (LSO #32380L)** Tel: (416) 304-0599 Email: gmoffat@tgf.ca **Derek Harland (LSO #79504N)** Tel: (416) 304-1127 Email: dharland@tgf.ca Lawyers for the Applicant, National Bank of Canada

AND TO:	**BDO CANADA LIMITED** 20 Wellington Street East Suite 500 Toronto, ON M5E 1C5 **Josie Parisi** Tel: 416-369-6031 Email: jparisi@bdo.ca Proposed Receiver
AND TO:	**BENNETT JONES LLP** 3400 One First Canadian Place P.O. Box 130 Toronto, ON M5X 1A4 **Jesse Mighton** Tel: 416-777-6255 Email: mightonj@bennettjones.com Counsel for the Respondents
PPSA REGISTRANTS	
AND TO:	**HYUNDAI CAPITAL LEASE INC. / GENESIS MOTOR FINANCE** 123 Front Street Suite 1000 Toronto, ON M5J 2M3
GOVERNMENT AGENCIES	
AND TO:	**OFFICE OF THE SUPERINTENDENT OF BANKRUPTCY CANADA** 151 Yonge Street 4th Floor Toronto, ON M5C 2W7 Email: osbservice-bsfservice@ised-isde.gc.ca
AND TO:	**ATTORNEY GENERAL OF CANADA** Department of Justice Canada Ontario Regional Office, Tax Law Section 120 Adelaide Street West Suite 400 Toronto, ON M5H 1T1 Fax: 416-973-0810 Email: AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca

AND TO:	**MINISTRY OF FINANCE (ONTARIO) — INSOLVENCY UNIT** Legal Services Branch 11-777 Bay Street Toronto, ON M5G 2C8 Fax: 416-325-1460 Email: insolvency.unit@ontario.ca

Email Service List

gmoffat@tgf.ca; dharland@tgf.ca; jparisi@bdo.ca; mightonj@bennettjones.com; osbservice-bsfservice@ised-isde.gc.ca;
AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca; insolvency.unit@ontario.ca;

NATIONAL BANK OF CANADA
Applicant

and

KEEL DIGITAL SOLUTIONS CORP., ET AL
Respondents

Court File No.:

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at **Toronto**

NOTICE OF APPLICATION

THORNTON GROUT FINNIGAN LLP
100 Wellington Street West
Suite 3200, TD West Tower
Toronto ON M5K 1K7

Grant Moffat (LSO #32380L)
Email: gmoffat@tgf.ca
Tel: (416) 304-0599

Derek Harland (LSO #79504N)
Email: dharland@tgf.ca
Tel: (416) 304-1127

Lawyers for the Applicant

TAB 2

Court File No.: CL-26-00000333-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

NATIONAL BANK OF CANADA

Applicant

and

KEEL DIGITAL SOLUTIONS CORP., GET A-HEAD INC. AND AMERIMIND AI LTD.

Respondents

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

AFFIDAVIT OF JOHN BORCH
(SWORN JULY 27, 2026)

I, **John Borch**, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY AS FOLLOWS:

I. INTRODUCTION

1. I am a Senior Director in the Special Loans Group at National Bank of Canada (the "**Bank**"). As such, I have personal knowledge of the matters to which I depose in this affidavit, unless otherwise indicated. Where I do not possess personal knowledge, I have stated the source of my information and, in all such cases, believe it to be true.

2. This affidavit is sworn in support of an application by the Bank pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended, for:

(a) an order (the "**Receivership Order**"), substantially in the form located at Tab 3 of the Bank's Application Record, among other things:

(i) if necessary, abridging the time for service of this application, validating the manner of service, and declaring that this application is properly returnable before the Court; and

(ii) appointing BDO Canada Limited ("**BDO**") as receiver and manager (in such capacity, the "**Receiver**"), without security, of all of the current and future assets, undertakings, and properties (collectively, the "**Property**") of Keel Digital Solutions Corp. ("**Keel**"), Get A-Head Inc. ("**GAH**") and Amerimind AI Ltd. ("**Amerimind**", and together with Keel and GAH, the "**Respondents**"); and

(b) such further and other relief as this Honourable Court may deem just.

3. Unless otherwise stated, all monetary amounts contained herein are expressed in Canadian dollars.

II. OVERVIEW OF RESPONDENTS

4. According to the records maintained by the Ontario Ministry of Government and Consumer Services (the "**Ministry**"), the registered head office of each of Keel and GAH is listed

as 2 Bloor Street East, Suite 3501, Toronto, Ontario. Attached as **Exhibit "A"** are true copies of the Corporate Profile Reports of Keel and GAH.

5. The Corporate Profile Report for Keel lists Henry Dreifus, Rob Godfrey, Daniel Libertucci and Peter A.P. Zakarow as the directors of Keel and lists Jay Fischbach, Mr. Godfrey and James Hansen as the officers of Keel. The Corporate Profile Report for GAH lists Ahad Bandealy and Mr. Fischbach as both directors and officers of GAH and Kelly Ehler is also listed as an officer of GAH.

6. Keel is the parent company of GAH. Attached as **Exhibit "B"** is a copy of the corporate organizational chart provided by the Respondents at the time the Offer of Financing (as defined below) was entered into.

7. As reflected on its Corporate Profile Report, Keel was formed by way of amalgamation of Vector Health Laboratories Ltd., Tulip Health Inc. and FIQ Lab Services Corp. on February 1, 2024. Keel changed its name from "Vector Health Laboratories Ltd." following the amalgamation to its current name on March 11, 2024.

8. Keel is also the parent company of Amerimind, a corporation incorporated under the laws of the State of Delaware. Although incorporated in Delaware, Amerimind has the same registered office as Keel and GAH in Toronto. Amerimind changed its name from "Keel Digital Solutions Ltd." to its current name on January 7, 2026. Attached as **Exhibit "C"** are copies of the corporate filings from the United States reflecting Amerimind's registered office and name change.

9. GAH is the owner and operator of a digital subscription-as-a-service (SaaS) platform that provides training for mental health students and professionals (the "**Platform**").

10. The Bank extended various credit facilities to Keel and GAH. Keel and GAH act as primary borrowers and guaranteed the debts and liabilities of the other to the Bank. In addition, Amerimind has provided an unlimited guarantee to the Bank in respect of the debts and liabilities owing by Keel and GAH to the Bank, as further described below.

11. The primary revenue source for the Respondents was from contracts between GAH and various Ontario provincial government ministries, including the Ministry of Training, Colleges, Universities, Research Excellence and Security ("**MCURES**"), the Ministry of Labour, Immigration, Training and Skills Development ("**MLITSD**") and the Ministry of Health, in each case to provide access to the Platform to these ministries.

12. However, on January 7, 2026, His Majesty the King in Right of Ontario (the "**Crown**") commenced a claim against Keel, GAH and other individual defendants bearing Court File No. CV-26-00000176-0000 seeking, among other things:

(a) damages of approximately $22.5 million owing to MCURES;

(b) damages of approximately $2.7 million owing to MLITSD; and

(c) a declaration that the Crown is entitled to trace funds wrongfully obtained from the Crown by the defendants, including into and through any financial institution, accounts or deposit facilities in the name of the defendants.

A copy of the Statement of Claim is attached hereto as **Exhibit "D"**.

13. The Crown alleges that, among other things, GAH breached the agreements between GAH and each of MCURES and MLITSD, delivered false and misleading reporting to

artificially increase the amounts payable under such agreements and misrepresented the amount of reimbursable expenses.

14. On February 10, 2026, Keel and GAH filed a Statement of Defence and Counterclaim against the Crown in the amount of $98,725,259. A copy of the Statement of Defence and Counterclaim is attached hereto as **Exhibit "E"**.

15. The Bank understands this litigation is ongoing. As a result of this litigation, the Respondents have lost their primary source of revenue and have no other material customers.

16. Keel and GAH have defaulted on their obligations under the Offer of Financing and the Bank has demanded repayment from the Respondents.

17. The Bank is a Canadian chartered bank under Schedule 1 of the *Bank Act* (Canada).

III. THE OFFER OF FINANCING AND SECURITY

The Credit Facilities

18. Pursuant to an offer of financing dated August 31, 2023 (as amended, the **"Offer of Financing"**), the Bank extended certain credit facilities (collectively, the "**Credit Facilities**") to Keel and GAH, including a revolving operating term loan in the maximum amount of $2,000,000 (the "**Revolving Term Loan**"), a non-revolving term loan in the maximum amount of $2,753,750 (the "**Non-Revolving Term Loan**") and a global net risk line for derivatives in the maximum amount of $1,000,000 (the "**Global Risk Line**"). Copies of the Offer of Financing and amending agreements dated March 26, 2024 and September 2, 2025 are attached hereto as **Exhibit "F"**.

19. The Bank also established a MasterCard credit card account (each, a "**MasterCard Account**") with the Bank for each of the Borrowers and issued MasterCard cards to each of the Borrowers (collectively, the "**Credit Cards**"). The MasterCard Accounts and the Credit Cards are subject to and governed by the Bank's cardholder agreement for MasterCard business cards in effect from time to time (the "**MasterCard Agreement**"). A copy of the MasterCard Agreement currently in effect is attached hereto as **Exhibit** "**G**".

20. Pursuant to the Offer of Financing and as security for its obligations to the Bank, Keel and GAH each granted to the Bank security over all of their property pursuant to, among other things, General Security Agreements provided by Keel and GAH each dated August 31, 2023 (the "**Borrower GSAs**"). Copies of the Borrower GSAs are attached hereto as **Exhibit "H"**.

21. Each of Keel and GAH also guaranteed all of the debts and liabilities of each other and Amerimind to the Bank pursuant to unlimited guarantees provided by Keel and GAH each dated August 31, 2023. Copies of the guarantees provided by Keel and GAH are attached hereto as **Exhibit "I"**.

22. Amerimind guaranteed all of the debts and liabilities of Keel and GAH to the Bank pursuant to an unlimited guarantee dated August 31, 2023 (the "**Amerimind Guarantee**"). A copy of the Amerimind Guarantee is attached hereto as **Exhibit "J"**.

23. As security for its obligations to the Bank under the Amerimind Guarantee, Amerimind granted to the Bank security over all of its property pursuant to among other things, a General Security Agreement governed by Ontario law dated August 31, 2023 (the "**Amerimind Ontario GSA**" and, together with the Borrower GSAs, the "**Canadian GSAs**") and a General

Security Agreement governed by New York law dated August 31, 2023 (together with the Canadian GSAs, the "**GSAs**"). Copies of the Amerimind GSAs are attached hereto as **Exhibit "K"**.

24. As of June 25, 2026 (the date of demand by the Bank), each of Keel and GAH is indebted to the Bank pursuant to the Credit Facilities and the MasterCard Accounts and Amerimind is indebted to the Bank pursuant to the Amerimind Guarantee in the total amount of $4,556,190.75, plus all applicable interest accruing thereafter and costs, including legal fees and disbursements, incurred by the Bank to the date of payment (collectively, the "**Indebtedness**").

25. It is a term of each of the Canadian GSAs that the Bank may appoint a receiver upon default by the applicable Respondent in any of its obligations to the Bank.

PPSA Registrations

26. The Bank made a registration against Keel pursuant to the *Personal Property Security Act* (Ontario) (the "**PPSA**") on August 24, 2023 against all classes of collateral, except "consumer goods" and amended its registration on February 1, 2024 and December 2, 2024 to reflect the amalgamation and the name change to its current name, respectively. Attached as **Exhibit "L"** is a copy of a PPSA search result from the Ministry dated July 21, 2026 in respect of Keel. There are no registrations against Keel prior in time to the Bank. The only other registration under the PPSA against Keel is a registration in favour of Hyundai Capital Lease Inc. in respect of a specific motor vehicle.

27. There are also no registrations against the entities that amalgamated to form Keel or against the prior corporate name of Keel other than the Bank's registrations. Attached as **Exhibit**

‘M” are copies of PPSA search results from the Ministry dated July 21, 2026 in respect of Vector Health Laboratories Ltd., Tulip Health Inc. and FIQ Lab Services Corp.

28. The Bank made a registration against GAH pursuant to the PPSA on August 24, 2023 against all classes of collateral, except “consumer goods”. Attached as **Exhibit “N”** is a copy of a PPSA search result from the Ministry dated July 21, 2026 in respect of GAH. There are no other registrations under the PPSA against GAH.

29. The Bank made a registration against Amerimind pursuant to the PPSA on August 24, 2023 against all classes of collateral, except “consumer goods” and amended its registration on February 27, 2026 to reflect the name change to its current name. Attached as **Exhibit “O”** is a copy of a PPSA search result from the Ministry dated July 21, 2026 in respect of Amerimind. There are no other registrations under the PPSA against Amerimind. There are also no registrations against the prior corporate name of Amerimind. Attached as **Exhibit “P”** is a copy of a PPSA search result from the Ministry dated July 21, 2026 in respect of Keel Digital Solutions Ltd.

30. The Bank also made a registration against Amerimind pursuant to the Uniform Commercial Code (“**UCC**”) in the State of Delaware on September 1, 2023 and amended its registration on February 27, 2026 to reflect the name change to its current name. Attached as **Exhibit “Q”** is a copy of a UCC search result from the Secretary of State of Delaware dated July 21, 2026 in respect of Amerimind. There are no other UCC registrations against Amerimind. There are also no other UCC registrations against the prior corporate name of Amerimind. Attached as **Exhibit “R”** is a copy of a UCC search result from the Secretary of State of Delaware dated July 21, 2026 in respect of Keel Digital Solutions Ltd.

IV. EVENTS OF DEFAULT AND DEMAND LETTERS

31. Pursuant to the Offer of Financing, the Revolving Term Loan and the Non-Revolving Term Loan mature on August 31, 2026 (the "**Maturity Date**") and the amount outstanding under the Global Risk Line is payable on demand by the Bank. Pursuant to the MasterCard Agreement, the amount outstanding under the MasterCard Accounts and the Credit Cards is payable on demand by the Bank.

32. The Bank's counsel advised the Respondents by letter dated March 11, 2026 that, among other things, the Bank was not prepared to extend the Maturity Date and that Keel and GAH must permanently and indefeasibly repay to the Bank the amount outstanding under the Revolving Term Loan and the Non-Revolving Term Loan on the Maturity Date, subject to the Bank's right to demand payment prior to the Maturity Date in accordance with the Offer of Financing. A copy of the March 11 Letter is attached hereto as **Exhibit "S"**.

33. Thereafter, however, Keel and GAH committed certain events of default under the Offer of Financing, including, among other things,

(a) failing to pay interest under the Revolving Term Loan when due on June 1, 2026;

(b) failing to pay interest and principal under the Term Loan when due on May 29, 2026; and

(c) ceasing to carry on business or a substantial portion thereof,

(collectively, the "**Defaults**").

34. Each of the Defaults constitutes an Event of Default as defined under the Offer of Financing, with the result that the Bank was entitled to exercise its rights and remedies pursuant to the Offer of Financing.

35. In addition, the Bank noted that Keel and GAH ceased making deposits to their accounts with the Bank on or around March 27, 2026. Upon further review of the account activity, the Bank noted that there were transfers made to bank accounts that Keel held with The Toronto-Dominion Bank ("**TD Bank**") over a period of several months.

36. On June 9, 2026, I attended a videoconference call with Mr. Godfrey and Mr. Fischbach and informed them that Keel and GAH had committed the Defaults. At this meeting, Mr. Godfrey and Mr. Fischbach advised me of the following:

(a) the Borrowers' business was no longer operating as no client sessions were being conducted;

(b) the Borrowers' business was in the process of winding-down and only four employees remained on the payroll; and

(c) they committed to providing the Bank with a status update summarizing the situation and advising of a plan to address the Defaults by June 12, 2026.

37. On June 19, 2026, I sent Mr. Godfrey and Mr. Fischbach an email summarizing the Defaults and confirming the contents of our discussion on June 9, 2026. I noted in my email that the Bank had not received any further communication from the Respondents since the June 9,

2026 meeting, despite Mr. Godfrey and Mr. Fischbach committing to provide an update by June 12, 2026.

38. On June 24, 2026, Mr. Fischbach responded to my email and advised that, among other things:

(a) the Respondents have no material accounts receivable other than the amounts claimed by Keel and GAH in their counterclaim against the Crown;

(b) the business has been significantly impacted by the litigation with the Crown and, as a result, the Respondents have undertaken a series of measures to preserve operations; and

(c) the Respondents were now operating fully remotely and were no longer operating out of their registered head office address at 2 Bloor Street East in Toronto.

A copy of the email chain between myself and Mr. Fischbach is attached hereto as **Exhibit "T"**.

39. Mr. Fischbach's email did not address the Defaults or indicate any intention or plan for the Respondents to remedy the Defaults.

40. By letter dated June 26, 2026 (the "**Borrowers' Demand**"), the Bank demanded payment from Keel and GAH of the Indebtedness and together therewith delivered to each of Keel and GAH a Notice of Intention to Enforce Security (the "**Borrowers' BIA Notices**") pursuant to Section 244 of the BIA. Attached as **Exhibit "U"** are copies of the Borrowers' Demand and the Borrowers' BIA Notices.

41. By letter dated June 26, 2026 (the "**Amerimind Demand**", and together with the Borrowers' Demand, the "**Demands**"), the Bank demanded payment of all Indebtedness from Amerimind pursuant to the Amerimind Guarantee and together therewith delivered a Notice of Intention to Enforce Security (the "**Amerimind BIA Notice**", and together with the Borrowers' BIA Notices, the "**BIA Notices**") pursuant to Section 244 of the BIA. Attached as **Exhibit "V"** are copies of the Amerimind Demand and the Amerimind BIA Notice.

42. Notwithstanding the issuance of the Demands and the BIA Notices, the Respondents have failed to repay any amount in reduction of the Indebtedness.

43. I am advised by counsel to the Bank, Thornton Grout Finnigan LLP ("**TGF**"), that on June 29, 2026, Bennett Jones LLP contacted TGF to advise that they had been retained on behalf of the Respondents and had received the Demands and BIA Notices.

V. NECESSITY FOR THE APPOINTMENT OF A RECEIVER

44. The appointment of the proposed Receiver over the Property of the Respondents is necessary and appropriate in the circumstances as a result of the following:

(a) as a result of the Defaults, which each constitutes an "Event of Default" as defined under each of the Offer of Financing and the GSAs, the Bank is contractually entitled to seek the appointment of BDO as Receiver of the Property of the Respondents pursuant to the terms of the Canadian GSAs;

(b) the 10-day notice period set out in the BIA Notices has expired;

(c) the Bank has received no payments in reduction of the Indebtedness notwithstanding the issuance of the Demands and the BIA Notices;

(d) the Respondents may have diverted their banking activity to TD Bank, leaving the Bank with no visibility as to the Respondents' operations;

(e) the Respondents have essentially ceased operations in light of the litigation with the Crown as the contracts with the Crown comprised substantially all of their business; and

(f) it appears that there is no plan in place to repay the Indebtedness. As a result, the Bank has lost confidence in the Respondents' ability to perform their respective obligations under the Offer of Financing and the Amerimind Guarantee and to repay the Indebtedness.

45. For these reasons, I believe that the appointment of the Receiver is necessary and appropriate in the circumstances. The appointment of the Receiver will also allow the collateral subject to the Bank's security to be realized upon in an efficient, transparent, and orderly manner for the benefit of the Bank and for the benefit of other stakeholders of the Respondents.

46. BDO has consented to act as Receiver, subject to obtaining a Receivership Order on terms that are satisfactory to BDO. A copy of BDO's consent to act as Receiver is attached as **Exhibit "W"**.

VII. CONCLUSION

47. For the reasons set out above, the Bank seeks the appointment of BDO as Receiver of the Property of the Respondents to protect its interests and the interests of other stakeholders of the Respondents on the terms of the draft Receivership Order located at Tab 3 of its Application Record.

48. This affidavit is sworn in support of the within application and for no other or improper purpose.

SWORN by videoconference by John Borch, at the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on July 27, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

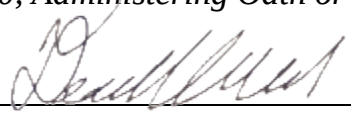
Commissioner for Taking Affidavits
(or as may be)

Signed by:
John Borch
B4EBBD6C52294E7...

(Signature of deponent)

JOHN BORCH

This is Exhibit "A" referred to in the
Affidavit of John Borch sworn by John Borch, before me at
the City of Toronto, in the Province of Ontario,
this 27th day of July, 2026 in accordance with
O. Reg. 431/20, Administering Oath or Declaration Remotely.



A Commissioner for taking affidavits

DEREK HARLAND
(LSO# 79504N)

Ontario

Ministry of Public and
Business Service Delivery

Profile Report

KEEL DIGITAL SOLUTIONS CORP. as of July 23, 2026

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	KEEL DIGITAL SOLUTIONS CORP.
Ontario Corporation Number (OCN)	1000787494
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Amalgamation	February 01, 2024
Registered or Head Office Address	2 Bloor St. East, Suite 3501, Toronto, Ontario, M4W 1A8, Canada

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Minimum Number of Directors	1
Maximum Number of Directors	10

Active Director(s)

Name	HENRY DREIFUS
Address for Service	1899 Lake Markham Preserve Trail, Sanford, Florida, 32771, United States
Resident Canadian	No
Date Began	November 20, 2024

Name	ROB GODFREY
Address for Service	2 Bloor St. East, Suite 3501, Toronto, Ontario, M4W 1A8, Canada
Resident Canadian	Yes
Date Began	February 01, 2024

Name	DANIEL LIBERTUCCI
Address for Service	10 Venice Drive, Toronto, Ontario, M6L 2Z4, Canada
Resident Canadian	Yes
Date Began	February 01, 2024

Name	PETER A.P. ZAKAROW
Address for Service	2 Bloor St. East, Suite 3501, Toronto, Ontario, M4W 1A8, Canada
Resident Canadian	Yes
Date Began	February 01, 2024

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Director/Registrar
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Active Officer(s)

Name	JAY FISCHBACH
Position	Chief Operating Officer
Address for Service	2 Bloor St. East, Suite 3501, Toronto, Ontario, M4W 1A8, Canada
Date Began	February 01, 2024

Name	ROB GODFREY
Position	President
Address for Service	2 Bloor St. East, Suite 3501, Toronto, Ontario, M4W 1A8, Canada
Date Began	February 01, 2024

Name	ROB GODFREY
Position	Secretary
Address for Service	2 Bloor St. East, Suite 3501, Toronto, Ontario, M4W 1A8, Canada
Date Began	February 01, 2024

Name	RAJ YOGA
Position	Treasurer
Address for Service	2 Bloor St. East, Suite 3501, Toronto, Ontario, M4W1A8, Canada
Date Began	March 31, 2026

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Director/Registrar
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Corporate Name History

Name	KEEL DIGITAL SOLUTIONS CORP.
Effective Date	March 11, 2024
Previous Name	VECTOR HEALTH LABORATORIES LTD.
Effective Date	February 01, 2024

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Amalgamating Corporations

Corporation Name	VECTOR HEALTH LABORATORIES LTD.
Ontario Corporation Number	2810602
Corporation Name	TULIP HEALTH INC.
Ontario Corporation Number	2754763
Corporation Name	FIQ LAB SERVICES CORP.
Ontario Corporation Number	2430288

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
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Director/Registrar
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Active Business Names

Name	TULIP HEALTH
Business Identification Number (BIN)	1000438300
Registration Date	February 06, 2023
Expiry Date	February 05, 2028

Name	KEEL MIND
Business Identification Number (BIN)	1000438253
Registration Date	February 06, 2023
Expiry Date	February 05, 2028

Name	KEEL VIRTUAL HEALTH
Business Identification Number (BIN)	1000438255
Registration Date	February 06, 2023
Expiry Date	February 05, 2028

Name	KEEL LABORATORY SERVICES
Business Identification Number (BIN)	1000438264
Registration Date	February 06, 2023
Expiry Date	February 05, 2028

Name	KEEL DIGITAL SOLUTIONS
Business Identification Number (BIN)	1000438259
Registration Date	February 06, 2023
Expiry Date	February 05, 2028

Name	VECTOR HEALTH LABS
Business Identification Number (BIN)	310437546
Registration Date	March 17, 2021
Expiry Date	March 15, 2031

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Director/Registrar
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Expired or Cancelled Business Names

This corporation does not have any expired or cancelled business names registered under the Business Names Act in Ontario.

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Director/Registrar
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Document List

Filing Name	Effective Date
Annual Return - 2025 PAF: KRISTIN KIGHTLEY	April 21, 2026
CIA - Notice of Change PAF: KRISTIN KIGHTLEY	April 21, 2026
CIA - Notice of Change PAF: KRISTIN KIGHTLEY	December 16, 2025
CIA - Notice of Change PAF: KRISTIN KIGHTLEY	September 05, 2025
Annual Return - 2024 PAF: KRISTIN KIGHTLEY	March 24, 2025
CIA - Notice of Change PAF: KRISTIN KIGHTLEY	December 30, 2024
CIA - Notice of Change PAF: KRISTIN KIGHTLEY	April 26, 2024
BCA - Articles of Amendment	March 11, 2024
CIA - Initial Return PAF: KRISTIN KIGHTLEY	March 01, 2024
BCA - Articles of Amalgamation	February 01, 2024

All “PAF” (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

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Director/Registrar
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Ontario

Ministry of Public and
Business Service Delivery

Profile Report

GET A-HEAD INC. as of July 23, 2026

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	GET A-HEAD INC.
Ontario Corporation Number (OCN)	1000319190
Governing Jurisdiction	Canada - Ontario
Former Jurisdiction	Canada - Federal
Status	Active
Date of Incorporation/Amalgamation	September 02, 2022
Date of Continuance	October 07, 2024
Registered or Head Office Address	2 Bloor St. East, Suite 3501, Toronto, Ontario, M4W1A8, Canada

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Minimum Number of Directors	1
Maximum Number of Directors	10

Active Director(s)

Name	AHAD BANDEALY
Address for Service	2 Bloor St. E., Suite 3501, Toronto, Ontario, M4W1A8, Canada
Resident Canadian	Yes
Date Began	September 06, 2022

Name	JAY FISCHBACH
Address for Service	2 Bloor St. East, Suite 3501, Toronto, Ontario, M4W1A8, Canada
Resident Canadian	Yes
Date Began	August 24, 2023

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V. Quintanilla W.
Director/Registrar
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Active Officer(s)

Name	AHAD BANDEALY
Position	President
Address for Service	2 Bloor St. East, Suite 3501, Toronto, Ontario, M4W1A8, Canada
Date Began	September 06, 2022

Name	JAY FISCHBACH
Position	Secretary
Address for Service	2 Bloor St. East, Suite 3501, Toronto, Ontario, M4W1A8, Canada
Date Began	April 07, 2026

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Corporate Name History

Name	GET A-HEAD INC.
Effective Date	October 07, 2024
Previous Name	GET A-HEAD INC.
Effective Date	September 23, 2022

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Amalgamating Corporations

Corporation Name	14235347 CANADA LTD.
Ontario Corporation Number	1000269458

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Active Business Names

Name	KEEL MIND
Business Identification Number (BIN)	1000438276
Registration Date	February 06, 2023
Expiry Date	February 05, 2028

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Expired or Cancelled Business Names

This corporation does not have any expired or cancelled business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
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Director/Registrar
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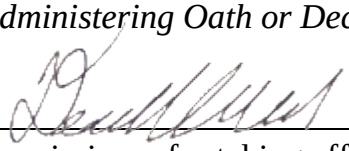
Document List

Filing Name	Effective Date
Annual Return - 2025 PAF: KRISTIN KIGHTLEY	April 21, 2026
CIA - Notice of Change PAF: KRISTIN KIGHTLEY	April 21, 2026
Annual Return - 2024 PAF: KRISTIN KIGHTLEY	March 24, 2025
CIA - Initial Return PAF: KRISTIN KIGHTLEY	October 07, 2024
BCA - Articles of Continuance	October 07, 2024
CIA - Notice of Change PAF: JAY FISCHBACH	April 26, 2024
CIA - Initial Return PAF: Jay FISCHBACH	September 23, 2022

All “PAF” (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the “as of” date indicated on the report. Additional historical information may exist in paper or microfiche format.

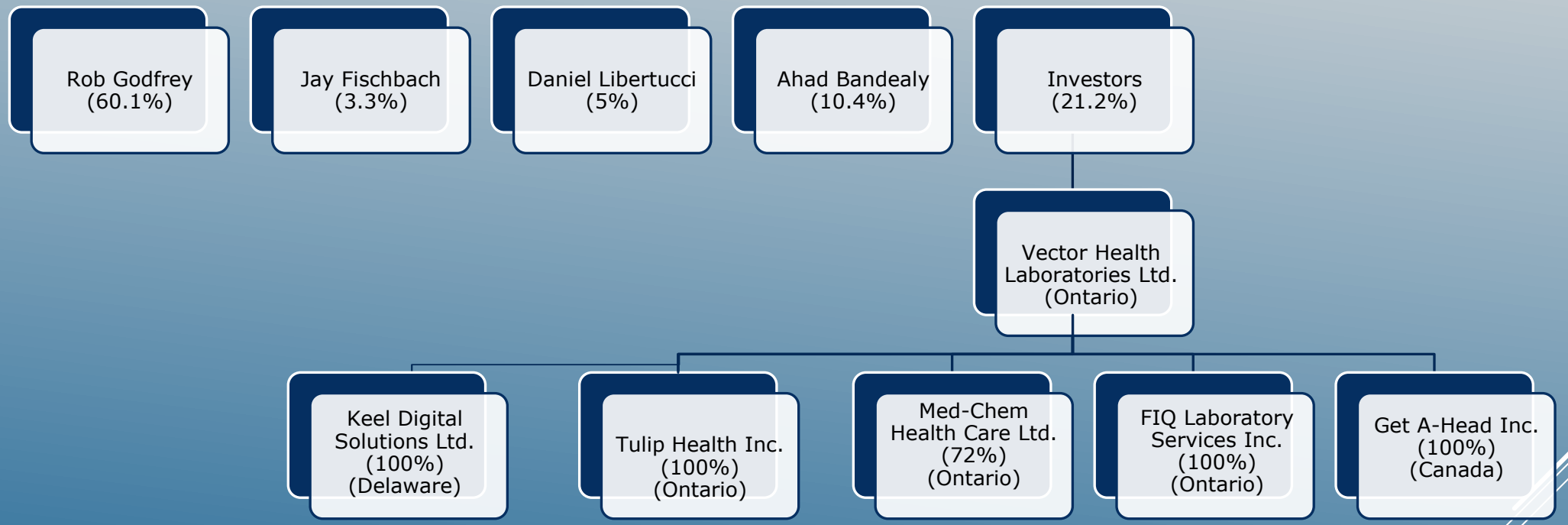
This is Exhibit “B” referred to in the
Affidavit of John Borch sworn by John Borch, before me at
the City of Toronto, in the Province of Ontario,
this 27th day of July, 2026 in accordance with
O. Reg. 431/20, Administering Oath or Declaration Remotely.



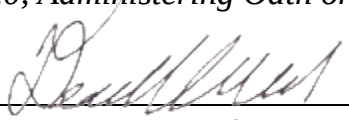
A Commissioner for taking affidavits

DEREK HARLAND
(LSO# 79504N)

VECTOR HEALTH LABORATORIES LTD. ORGANIZATIONAL STRUCTURE - CURRENT



This is Exhibit “C” referred to in the
Affidavit of John Borch sworn by John Borch, before me at
the City of Toronto, in the Province of Ontario,
this 27th day of July, 2026 in accordance with
O. Reg. 431/20, Administering Oath or Declaration Remotely.



A Commissioner for taking affidavits

DEREK HARLAND
(LSO# 79504N)

BA20250089427

STATE OF CALIFORNIA
Office of the Secretary of State
STATEMENT OF INFORMATION
CORPORATION

California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 657-5448

For Office Use Only

-FILED-

File No.: BA20250089427

Date Filed: 1/14/2025

Entity Details

Corporation Name	Keel Digital Solutions Ltd.
Entity No.	5651212
Formed In	DELAWARE

Street Address of Principal Office of Corporation

Principal Address	Canada 2 BLOOR STREET E. SUITE 3501 TORONTO TORONTO, ON M4W1A8

Mailing Address of Corporation

Mailing Address	Canada 2 BLOOR STREET E. SUITE 3501 TORONTO TORONTO, ON M4W1A8
Attention	

Street Address of California Office of Corporation

Street Address of California Office	None

Officers

Officer Name	Officer Address	Position(s)
• Rob Godfrey	Canada TORONTO 2 BLOOR STREET E., SUITE 3501 TORONTO, ONTARIO M4W 1A8	Secretary, Chief Executive Officer
• Kelly Ehler	Canada 2 BLOOR STREET E., SUITE 3501 TORONTO, ONTARIO M4W 1A8	Chief Financial Officer

Additional Officers

Officer Name	Officer Address	Position	Stated Position
• Rob Godfrey	Canada 2 BLOOR STREET E., SUITE 3501 TORONTO, ONTARIO M4W 1A8	Other	President
• Jay Fischbach	Canada 2 BLOOR STREET E., SUITE 3501 TORONTO, ONTARIO M4W 1A8	Other	Chief Operating Officer
• Kelly Ehler	Canada 2 BLOOR STREET E., SUITE 3501 TORONTON, ONTARIO M4W 1A8	Treasurer	

Directors

Director Name	Director Address
None Entered	

The number of vacancies on Board of Directors is: 0

B3349-5333 01/14/2025 8:22 AM Received by California Secretary of State

Agent for Service of Process

California Registered Corporate Agent (1505)	CORPORATION SERVICE COMPANY WHICH WILL DO BUSINESS IN CALIFORNIA AS CSC - LAWYERS INCORPORATING SERVICE Registered Corporate 1505 Agent

Type of Business

Type of Business	Health care technologies

Email Notifications

Opt-in Email Notifications	Yes, I opt-in to receive entity notifications via email.

Labor Judgment

No Officer or Director of this Corporation has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal therefrom is pending, for the violation of any wage order or provision of the Labor Code.

Electronic Signature

☒ By signing, I affirm that the information herein is true and correct and that I am authorized by California law to sign.

Jay Fischbach	*01/14/2025*
Signature	Date

B3349-5334 01/14/2025 8:22 AM Received by California Secretary of State

Secretary of State

ASDC

Amended Statement by Foreign Corporation

(Name Change ONLY)

For Office Use Only

-FILED-

File No.: BA20260426249

Date Filed: 2/12/2026

Additional Requirements:

- **Certificate Showing the Name Change:** If the legal name of the foreign corporation has changed in the state, foreign country or place of formation, this form **must be submitted** with a current certificate issued by the government agency where the foreign corporation was formed that certifies the change of name and includes both the old and new corporate name. (California Corporations Code section 2107.) **Note:** A certified copy of the name change amendment does not meet California statutory requirements.
- **Certificate of Name Approval (Insurers ONLY):** If the foreign corporation is subject to the Insurance Code as an insurer, this form also **must be submitted** with a Certificate of Name Approval issued by the California Insurance Commissioner. (California Corporations Code section 2106.5.)

Filing Fee – $30.00

Certified Copy Fee (Optional) – $5.00

This Space For Office Use Only

1. Corporate Name (Enter the **exact** name of the foreign corporation as it is recorded with the California Secretary of State.)

Keel Digital Solutions Ltd.

2. New Corporate Name (Enter the new name of the foreign corporation. **Note:** The certificate from the government agency where the corporation was formed, as noted in the "Additional Requirements" section above, is not required if legal corporate name has not changed and you are merely filing this form to delete or change a "doing business as" name.)

AMERIMIND AI Ltd.

3. Jurisdiction (Enter the state, foreign country or place where this corporation is formed – must match the jurisdiction on the records of the California Secretary of State.)

Delaware

4. Secretary of State Entity Number

5651212

5. Read and Sign Below (Office or title not required. Do not use a computer generated signature.)

I am a corporate officer and am authorized to sign on behalf of the foreign corporation.

Signature

Jay Fischbach

Type or Print Name

B4292-9059 02/12/2026 5:00 PM Received by California Secretary of State

Delaware

The First State

I, CHARUNI PATIBANDA-SANCHEZ, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT THE SAID "KEEL DIGITAL SOLUTIONS LTD." FILED A CERTIFICATE OF AMENDMENT, CHANGING ITS NAME TO "AMERIMIND AI LTD.", ON THE SEVENTH DAY OF JANUARY, A.D. 2026, AT 7:01 O`CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "AMERIMIND AI LTD.", IS THE LAST KNOWN TITLE OF RECORD OF THE AFORESAID CORPORATION.

C. J. Sanchez

Charuni Patibanda-Sanchez, Secretary of State

7236215 8321
SR# 20260496111

Authentication: 203040970
Date: 02-09-26

You may verify this certificate online at corp.delaware.gov/authver.shtml

B4292-9060 02/12/2026 5:00 PM Received by California Secretary of State

Department of State: Division of Corporations

Allowable Characters

HOME

Entity Details

THIS IS NOT A STATEMENT OF GOOD STANDING

File Number:	**7236215**	Incorporation Date / Formation Date:	**1/13/2023** (mm/dd/yyyy)
Entity Name:	**AMERIMIND AI LTD.**		
Entity Kind:	**Corporation**	Entity Type:	**General**
Residency:	**Domestic**	State:	**DELAWARE**

REGISTERED AGENT INFORMATION

Name:	**CORPORATION SERVICE COMPANY**		
Address:	**251 LITTLE FALLS DRIVE**		
City:	**WILMINGTON**	County:	**New Castle**
State:	**DE**	Postal Code:	**19808**
Phone:	**302-636-5401**		

Additional Information is available for a fee. You can retrieve Status for a fee of $10.00 or more detailed information including current franchise tax assessment, current filing history and more for a fee of $20.00.

Would you like ○ Status ○ Status,Tax & History Information

Submit

New Entity Search

For help on a particular field click on the Field Tag to take you to the help area.

An official website of New York State.
Here's how you know

Department of State
Division of Corporations

Entity Information

Return to Results | Return to Search

Entity Details

ENTITY NAME: AMERIMIND AI LTD.

DOS ID: 6811573

FOREIGN LEGAL NAME: KEEL DIGITAL SOLUTIONS LTD.

FICTITIOUS NAME: AMERIMIND AI LTD.

ENTITY TYPE: FOREIGN BUSINESS CORPORATION

DURATION DATE/LATEST DATE OF DISSOLUTION:

SECTIONOF LAW: BUSINESS CORPORATION - 1304 BUSINESS CORPORATION LAW - BUSINESS CORPORATION LAW

ENTITY STATUS: ACTIVE

DATE OF INITIAL DOS FILING: 04/28/2023

REASON FOR STATUS:

EFFECTIVE DATE INITIAL FILING: 04/28/2023

INACTIVE DATE:

FOREIGN FORMATION DATE: 01/13/2023

STATEMENT STATUS: CURRENT

COUNTY: ALBANY

NEXT STATEMENT DUE DATE: 04/30/2027

JURISDICTION: DELAWARE, UNITED STATES

NFP CATEGORY:

ENTITY DISPLAY | NAME HISTORY | FILING HISTORY | MERGER HISTORY | ASSUMED NAME HISTORY

Service of Process on the Secretary of State as Agent

The Post Office address to which the Secretary of State shall mail a copy of any process against the corporation served upon the Secretary of State by personal delivery:

Name: CORPORATION SERVICE COMPANY

Address: 80 STATE STREET, ALBANY, NY, UNITED STATES, 12207

Electronic Service of Process on the Secretary of State as agent: Not Permitted

Chief Executive Officer's Name and Address

Name: ROB GODFREY (PRESIDENT)

Address: 2 BLOOR ST. E., SUITE 3501, TORONTO, CANADA, M4W 1A8

Principal Executive Office Address

Address: 2 BLOOR ST. E., SUITE 3501, TORONTO, CANADA, M4W 1A8

Registered Agent Name and Address

Name:

Address:

Entity Primary Location Name and Address

Name:

Address:

Farmcorpflag

Is The Entity A Farm Corporation: NO

Stock Information

Share Value	Number Of Shares	Value Per Share

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Department of State
Division of Corporations

Entity Name History

Return to Results | Return to Search

Entity Details

ENTITY NAME: AMERIMIND AI LTD.

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ENTITY TYPE: FOREIGN BUSINESS CORPORATION

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JURISDICTION: DELAWARE, UNITED STATES

NFP CATEGORY:

ENTITY DISPLAY | NAME HISTORY | FILING HISTORY | MERGER HISTORY | ASSUMED NAME HISTORY

Search

File Date	Document Type	Entity Name	File Number
04/28/2023	APPLICATION OF AUTHORITY	KEEL DIGITAL SOLUTIONS LTD.	230428002776
02/09/2026	CERTIFICATE OF AMENDMENT	AMERIMIND AI LTD.	260211000118

Rows per page: 10 1-2 of 2

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Department of State
Division of Corporations

Entity Filing History

Return to Results | Return to Search

Entity Details

ENTITY NAME: AMERIMIND AI LTD.

DOS ID: 6811573

FOREIGN LEGAL NAME: KEEL DIGITAL SOLUTIONS LTD.

FICTITIOUS NAME: AMERIMIND AI LTD.

ENTITY TYPE: FOREIGN BUSINESS CORPORATION

DURATION DATE/LATEST DATE OF DISSOLUTION:

SECTIONOF LAW: BUSINESS CORPORATION - 1304 BUSINESS CORPORATION LAW - BUSINESS CORPORATION LAW

ENTITY STATUS: ACTIVE

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REASON FOR STATUS:

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INACTIVE DATE:

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STATEMENT STATUS: CURRENT

COUNTY: ALBANY

NEXT STATEMENT DUE DATE: 04/30/2027

JURISDICTION: DELAWARE, UNITED STATES

NFP CATEGORY:

ENTITY DISPLAY | NAME HISTORY | FILING HISTORY | MERGER HISTORY | ASSUMED NAME HISTORY

Search

File Date	Cert Code	Document Type	Description/Amended Information	Page Count	File Number
02/09/2026	02	CERTIFICATE OF AMENDMENT	TRUE NAME	2	260211000118
04/03/2025	32	BIENNIAL STATEMENT	CHIEF EXECUTIVE OFFICER NAME/ADDRESS,PRINCIPAL EXECUTIVE OFFICE,SERVICE OF PROCESS	1	250403004559
04/28/2023	01	APPLICATION OF AUTHORITY		4	230428002776

Rows per page: 5 1-3 of 3

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Division of Corporations

Entity Assumed Name History

Return to Results | Return to Search

Entity Details

ENTITY NAME: AMERIMIND AI LTD.

DOS ID: 6811573

FOREIGN LEGAL NAME: KEEL DIGITAL SOLUTIONS LTD.

FICTITIOUS NAME: AMERIMIND AI LTD.

ENTITY TYPE: FOREIGN BUSINESS CORPORATION

DURATION DATE/LATEST DATE OF DISSOLUTION:

SECTIONOF LAW: BUSINESS CORPORATION - 1304 BUSINESS CORPORATION LAW - BUSINESS CORPORATION LAW

ENTITY STATUS: ACTIVE

DATE OF INITIAL DOS FILING: 04/28/2023

REASON FOR STATUS:

EFFECTIVE DATE INITIAL FILING: 04/28/2023

INACTIVE DATE:

FOREIGN FORMATION DATE: 01/13/2023

STATEMENT STATUS: CURRENT

COUNTY: ALBANY

NEXT STATEMENT DUE DATE: 04/30/2027

JURISDICTION: DELAWARE, UNITED STATES

NFP CATEGORY:

ENTITY DISPLAY | NAME HISTORY | FILING HISTORY | MERGER HISTORY | ASSUMED NAME HISTORY

Search

File Date	Assumed Name	Assumed Name ID	Status	Principal Location
04/28/2023	KEEL DIGITAL SOLUTIONS	6811716	Active	
04/28/2023	KEEL MIND	6811701	Active	

Rows per page: 5 1-2 of 2

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Department of State
Division of Corporations

Entity Merger History

Return to Results | Return to Search

Entity Details

ENTITY NAME: AMERIMIND AI LTD.

DOS ID: 6811573

FOREIGN LEGAL NAME: KEEL DIGITAL SOLUTIONS LTD.

FICTITIOUS NAME: AMERIMIND AI LTD.

ENTITY TYPE: FOREIGN BUSINESS CORPORATION

DURATION DATE/LATEST DATE OF DISSOLUTION:

SECTIONOF LAW: BUSINESS CORPORATION - 1304 BUSINESS CORPORATION LAW - BUSINESS CORPORATION LAW

ENTITY STATUS: ACTIVE

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REASON FOR STATUS:

EFFECTIVE DATE INITIAL FILING: 04/28/2023

INACTIVE DATE:

FOREIGN FORMATION DATE: 01/13/2023

STATEMENT STATUS: CURRENT

COUNTY: ALBANY

NEXT STATEMENT DUE DATE: 04/30/2027

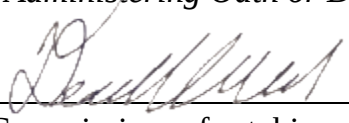
JURISDICTION: DELAWARE, UNITED STATES

NFP CATEGORY:

ENTITY DISPLAY | NAME HISTORY | FILING HISTORY | MERGER HISTORY | ASSUMED NAME HISTORY

No merger History result.

This is Exhibit “D” referred to in the
Affidavit of John Borch sworn by John Borch, before me at
the City of Toronto, in the Province of Ontario,
this 27th day of July, 2026 in accordance with
O. Reg. 431/20, Administering Oath or Declaration Remotely.



A Commissioner for taking affidavits

DEREK HARLAND
(LSO# 79504N)

Electronically issued / Délivré par voie électronique : 07-Jan-2026
Superior Court of Justice - Toronto - Civil / Cour supérieure de justice

Court File No./N° du dossier du greffe: CV-26-00000176-0000

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

HIS MAJESTY THE KING IN RIGHT OF ONTARIO

Plaintiff

and

GET A-HEAD INC. o/a KEEL MIND, KEEL DIGITAL SOLUTIONS CORP., AHAD BANDEALY, ROBIN GODFREY, JAY FISCHBACH, RUSSELL CHAN, and KELLY EHLER

Defendants

STATEMENT OF CLAIM

TO THE DEFENDANTS

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the plaintiff. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a statement of defence in Form 18A prescribed by the Rules of Civil Procedure, serve it on the plaintiff's lawyer or, where the plaintiff does not have a lawyer, serve it on the plaintiff, and file it, with proof of service in this court office, WITHIN TWENTY DAYS after this statement of claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a statement of defence, you may serve and file a notice of intent to defend in Form 18B prescribed by the Rules of Civil Procedure. This will entitle you to ten more days within which to serve and file your statement of defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

IF YOU PAY THE PLAINTIFF'S CLAIM, and $1,500.00 for costs, within the time for serving and filing your statement of defence you may move to have this proceeding dismissed by the court. If you believe the amount claimed for costs is excessive, you may pay the plaintiff's claim and $400 for costs and have the costs assessed by the court.

TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

Date: _____ Issued by _____
Local registrar

Address of court office: 330 University Avenue
Toronto, ON

TO: GET A-HEAD INC. o/a KEEL MIND
2 Bloor Street East, Suite 3501,
Toronto ON M4W 3H7

AND TO: KEEL DIGITAL SOLUTIONS CORP.
2 Bloor Street East, Suite 3501,
Toronto ON M4W 3H7

AND TO: AHAD BANDEALY
2 Bloor Street East, Suite 3501,
Toronto ON M4W 3H7

AND TO: ROBIN GODFREY
2 Bloor Street East, Suite 3501,
Toronto ON M4W 3H7

AND TO: JAY FISCHBACH
2 Bloor Street East, Suite 3501,
Toronto ON M4W 3H7

AND TO: RUSSELL CHAN
2 Bloor Street East, Suite 3501,
Toronto ON M4W 3H7

AND TO: KELLY EHLER
2 Bloor Street East, Suite 3501,
Toronto ON M4W 3H7

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CLAIM

1. The Plaintiff His Majesty the King in right of Ontario (the "**Crown**") claims as against Get A-Head Inc. ("**GAH**") and Keel Digital Solutions Corp. ("**Keel Digital**", together, the "**Corporate Defendants**") the following:

    (a) damages of $22.5 million for breaches of contract and a debt owed to the Crown, as represented by the Ministry of Colleges, Universities, Research Excellence and Security ("**MCURES**");

    (b) alternatively, restitution or unjust enrichment of $22.5 million;

    (c) damages of $2.7 million for breaches of contract and a debt owed to the Crown, as represented by the Ministry of Labour, Immigration, Training and Skills Development ("**MLITSD**");

2. The Plaintiff claims as against all Defendants:

    (a) damages of $22.5 million for fraudulent misrepresentation and civil conspiracy, or in the alternative negligent misrepresentation;

    (b) special damages, the particulars of which will be provided prior to trial, for costs arising from the investigation and attempted recovery of funds wrongfully obtained from the Crown;

    (c) punitive damages of $100,000 per Defendant;

    (d) a declaration that any funds wrongfully obtained from the Crown are impressed with a trust, and held by the Defendants in trust for the Crown;

(e) an accounting of property belonging to the Crown;

(f) a declaration that the Crown is entitled to trace funds wrongfully obtained from the Crown into their hands, and into and through any financial institution, accounts or deposit facilities in the name of the Defendants and into or through any assets purchased by the Defendants with the Crown's funds, and to recover same;

(g) pre-and post-judgment interest at the contractual rate of interest on contractual damages and debts, and on all other damages or restitution in accordance with sections 128 and 129 of the *Courts of Justice Act*;

(h) the costs of this action on a full indemnity basis; and

(i) such further and other relief as this Honourable Court deems just.

SUMMARY OF THE SCHEME

3. For each of the years 2022-2025, the Corporate Defendants provided false and misleading quarterly reports of their corporate performance measures (the "**False Reports"**) under three successive contracts with MCURES. The False Reports were the basis for payment under the contracts, and also what the Crown relied upon to enter into subsequent contracts and set the level of payment for each successive year. The False Reports caused the Crown to pay the Corporate Defendants millions of dollars that they otherwise would not have been paid.

4. In addition to false and misleading performance measures, the False Reports also provided misleading and/or incomplete expenditure reports to MCURES by, for example, representing as actual expenses what were, in fact, estimated expenses. The False Reports also failed to

report unspent funds, interest earned, and tax credits and rebates, as required by the contracts. These breaches by the Corporate Defendants prevented the Crown from recovering, or setting off against future contracts, millions of dollars in overpayments.

5. The individual defendants named above (the "**Individual Defendants**"), are executives and/or directors of the Corporate Defendants. The Crown pleads that the Individual Defendants directed, facilitated, and then tried to cover-up the Corporate Defendants' False Reports given to MCURES. The Individual Defendants also took steps to obstruct the Crown's subsequent attempts to audit and investigate the False Reports.

THE PARTIES

6. The Plaintiff is His Majesty the King in right of Ontario. MCURES, formerly called the Ministry of Training, Colleges and Universities, is a Ministry of the Crown, continued under the *Ministry of Training, Colleges and Universities Act,* RSO 1990, c. M.19. MLITSD is a Ministry of the Crown, continued under the *Ministry of Labour Act,* RSO 1990, c. M.29 and *Ministry of Training, Colleges and Universities Act,* RSO 1990, c. M.19.

7. GAH is a corporation incorporated under the laws of Ontario, with a head office at 2 Bloor Street East, Suite 3501, Toronto ON M4W 3H7. On or about September 1, 2022, GAH was acquired by and became a wholly owned subsidiary of Keel Digital. On March 8, 2023, it began operating as "Keel Mind". At all times since GAH was acquired by Keel Digital, GAH has been controlled by Keel Digital.

8. Keel Digital is a corporation incorporated under the laws of Canada, with a head office at 2 Bloor Street East, Suite 3501, Toronto ON M4W 3H7. Until March 11, 2024, Keel Digital was

known as Vector Health Laboratories Ltd. On or about September 1, 2022, Keel Digital purchased GAH, which thereafter became a wholly owned subsidiary of Keel Digital.

9. Ahad Bandealy is an individual residing in Orlando, Florida, United States of America and at all material times has been the President and a director of GAH, and since approximately September 1, 2022, has been the Chief Product and Revenue Officer of Keel Digital.

10. Robin Godfrey is an individual residing in Ontario and at all material times has been the President, Secretary, Chief Executive Officer, and a director of Keel Digital.

11. Jay Fischbach is an individual residing in Ontario and at all material times has been the Chief Operating Officer of Keel Digital, and since approximately September 6, 2022, has been the Chief Operating Officer and a director of GAH.

12. Russell Chan is an individual residing in Ontario and at all material times has been the Chief Technology Officer of Keel Digital.

13. Kelly Ehler is an individual residing in Ontario and has been the Chief Financial Officer of GAH since approximately April 2022 and was the Chief Financial Officer of Keel Digital at all material times until August 26, 2025.

BREACH OF MCURES TRANSFER PAYMENT AGREEMENTS

GAH's Grant Funding Proposal

14. On or around December 7, 2021, GAH submitted a grant funding proposal to MCURES for 2022. It proposed a one-year agreement to provide its online platform (the "**Platform**") to all publicly-funded colleges and universities in Ontario. In general terms, the Platform was to

enable post-secondary students in need of mental health support ("**Student Clients**") to receive virtual mental health counselling from counsellor trainees ("**Trainee**"), under the supervision of a qualified faculty supervisor ("**Supervisor**").

15. The proposal noted that counselling would cost only " $5.64 per student receiving care per year" and that GAH would charge $95 for each user licence, per month, to use the Platform. As a for-profit enterprise, the Crown would have expected that GAH would include a margin for profit in these proposed rates.

2022 TPA

16. MCURES and GAH entered into a Transfer Payment Agreement ("**TPA**") on March 31, 2022 (the "**2022 TPA**"). Under the 2022 TPA, the Crown was to provide GAH a grant of up to $8,500,000 to provide the Platform, as outlined in the 2022 Proposal, above.

17. The Crown pleads and relies on the provisions of the 2022 TPA.

18. Per Schedule "E" of the 2022 TPA, GAH was entitled to funds (the "**2022-2023 Entitlement**") as follows:

    (a) The "**Trainee and Supervisor Amount**": equal to $95 per license provided to unique Trainees and Supervisors, per month, to a maximum of $3,591,000 (equivalent to 3150 monthly licences).

    (b) The "**Sessions Amount**": an escalating amount based on the number of "sessions of virtual mental health supports provided to postsecondary students" on the platform by March 30, 2023:

Number of Sessions	Value
0 to 10,000	Zero
10,000 to 14,999	$500,000
15,000 to 19,999	$1,000,000
20,000 to 29,999	$1,500,000
30,000 to 39,999	$2,500,000
Over 40,000	$3,500,000

(c) The "**Mental Health Outcomes Amount**": equal to $559,000 only if the mental health of Student Clients who received virtual mental health support through the Platform improved by 25% or more because of the support, based on a measurement process agreed to by the parties.

(d) The "**Administration Amount**": 10% of the sum of the Supervisor and Trainee Amount, Sessions Amount, and Administration Amount, not to exceed $850,000.

19. Under article A4.1 and Schedule "E" of the 2022 TPA, the Crown agreed to provide GAH with up-front monthly payments of $425,000 from April 30, 2022 to February 28, 2023 followed by a final payment of $3,825,000 on March 30, 2023.

20. Per article A7.1, GAH was to provide quarterly reports specified in Schedule "F" to the 2022 TPA, and a Final Report on April 30, 2025. The Final Report was to include, *inter alia*:

(a) Financial statements for the entire project, including a statement of budgeted costs vs actual expenditures, a detailed breakdown of costs by category, and a report of any interest earned on Crown funding during the project;

(b) The number of trainee and supervisor licences provided to participating institutions per month; and

(c) Total number of virtual sessions, unique peer-to-peer sessions, and hours of counselling conducted through the Platform on or before March 30, 2023, broken down by institution.

21. On April 12, 2023, GAH sent MCURES a combined quarterly and Final Report. It reported satisfying all Performance Measures, issuing 4,348 licenses per month, delivering 42,556 sessions by March 30, 2023, and that 84% of respondents to its survey reported improved mental health. The report included a "Budget" table listing amounts "Spent to Date", which totalled exactly $8,500,000.

22. The Crown paid GAH the maximum funding of $8,500,000 under the 2022 TPA, based on GAH's reporting.

23. On or about June 2023, MCURES staff became aware that GAH had improperly reported full months of usage for certain licences that it issued, regardless of long the licence had been deployed. This was contrary to how the "Trainee and Supervisor Amount" was calculated under the TPA. On June 13, 2023, MCURES wrote to GAH to advise that it would deduct a $78,157.15 overpayment from the first payment under next year's TPA, which MCURES did.

24. As the Administrative Amount is partly a percentage of the Trainee and Supervisor Amount, GAH owes the Crown an additional $8,684 because of the Trainee and Supervisor Amount being reduced in June 2023.

25. Unknown to the Crown at the time, GAH also breached the following obligations under the 2022 TPA by:

(a) Overstating the number of sessions of Trainee counselling provided to Student Clients through the Platform, resulting in overpayment for the "Sessions Amount"; and

(b) Failing to provide complete and accurate financial disclosure to the Crown, resulting in GAH receiving more than its 2022-2023 Entitlement.

GAH's False and Overstated Session Reporting under the 2022 TPA

26. With respect to paragraph 25(a), above, GAH provided quarterly and final TPA reports that included sessions that were not eligible for compensation under Schedule "F" because Student Clients were not being provided mental health support by Trainees, under the supervision of a Supervisor, as required. Rather, contrary to the TPA, GAH reported as eligible sessions in which:

(a) Trainees received training or conducted simulated mock sessions for educational purposes, without the involvement of a Student Client;

(b) Supervisors provided counselling, independent of any Trainee;

(c) Trainees or Supervisors provided counselling to people other than Student Clients.

27. None of the above sessions met the Performance Measures for payment, and yet GAH reported them as such, in breach of the 2022 TPA.

28. GAH further breached the 2022 TPA by breaking each session between a Trainee and Student into 20-minute increments, and then reporting each 20-minute increment as a separate "session". The Crown pleads that this method of reporting eligible sessions was intended by GAH to inflate its reported sessions and increase its compensation.

29. GAH further breached the 2022 TPA by reporting the time spent by a Trainee, Supervisor, and Student Client in *one* session, as three separate, unique sessions. The Crown pleads that this method of reporting sessions, contrary to the requirements of the 2022 TPA, was done for the purpose of inflating eligible sessions and increasing GAH's compensation.

30. To date, GAH has refused to disclose the number of Trainee, Student Client and Supervisor participants in each of its purported "sessions" under the 2022 TPA, or any TPA, despite having a contractual obligation to do so, which has frustrated the Crown's ability to determine how overstated GAH's sessions counts were due to counting each participant in a single session as separate, eligible sessions.

31. Under article A4.2(c) and Schedule "E" of the 2022 TPA, once the Crown received the Final Report it would undertake a retroactive adjustment process to determine the 2022-2023 Entitlement and reduce GAH's funding either by requesting repayment, or reducing amounts paid under a subsequent agreement with GAH. Any funds GAH had received in excess of the 2022-2023 Entitlement were to be repaid to the Crown forthwith.

32. Under the 2022 TPA, the 2022-2023 Entitlement could be further reduced by:

    (a) Any interest earned on unused project funds per article A4.5(a) of the 2022 TPA.

    (b) Excluding any costs including taxes for which GAH "has received, will receive or is eligible to receive, a rebate, credit, or refund", per article A4.6 of the 2022 TPA.

    (c) Deducting any overpayments that exceeded what GAH was entitled to under the TPA, per article A16.1 of the 2022 TPA.

33. The Crown could not accurately determine the 2022-2023 Entitlement without GAH reporting on the above amounts. GAH failed to do so.

34. GAH's 2022-2023 Final Report claimed 42,556 eligible sessions between March 31, 2022 and March 30, 2023. In actual fact, the Crown has learned that there were only 3,529 unique sessions of any duration during that period. Of these 3,529 sessions, however, the Crown still cannot fully determine how many involved ineligible activity, or are concurrent/duplicate counting of participant time as a result of GAH's obstruction of audits and investigations (detailed below). In any event, based simply on the number of unique sessions (3,529), GAH failed to satisfy the minimum threshold of 10,000 sessions, and was therefore not entitled to anything for the "Sessions Amount" under the 2022 TPA. GAH is obliged to return $3,500,000 to the Crown under the 2022 TPA for the entire Sessions Amount. GAH is also obliged to return $388,889, in overpayment of the Administrative Amount flowing from the reduced Sessions Amount.

GAH's Misleading and Deficient Financial Reporting under the 2022 TPA

35. With respect to paragraph 25(b), above, per Schedule "C" to the 2022 TPA, GAH was required to (1) use all funds provided under the 2022 TPA between March 31, 2022 and March 30, 2023, and (2) return any unused funds received under the 2022 TPA to the Crown when the TPA expired on June 30, 2023, per article A15.1.

36. Contrary to the Schedule "F" reporting requirements of the 2022 TPA, GAH failed to provide financial statements based on actual expenses, and instead provided the Crown with budget estimates under the misleading heading "Spent to Date", causing the Crown to pay GAH more than its actual expenditures related to the project. The Crown cannot determine the full extent

of funding that GAH retained in excess of its actual expenses in 2022-2023, because GAH *still* failed to provide sufficient financial disclosure during subsequent audits. GAH retained at least $400,000 of unspent project funds which it unilaterally claimed on its Final Report as "Company Profit", a term and entitlement that does not appear anywhere in the TPA. GAH is obliged to return at least $400,000 in retained 2022 TPA funds to the Crown, or such greater amount as may be determined. As a result of retaining this "Company Profit", GAH incurred income taxes, which it also paid using TPA funds.

37. Contrary to its obligation to report any rebates, credits and refunds including of taxes under article A4.6 of the 2022 TPA, GAH failed to report the following amounts to the Crown, which the Crown would have relied upon to reduce the 2022-2023 Entitlement:

    (a) $251,202.42 in Harmonized Sales Tax ("**HST**") rebates during the 2022 TPA funding year which should have reduced the estimated expenses that GAH falsely reported as actual expenses on its 2022 TPA reports.

    (b) Cash refunds worth $12,334.46 from TD credit card redemption points earned on expenses paid with 2022 TPA funding during the funding year;

    (c) A Scientific Research and Experimental Development tax credit of $86,526 for work performed using 2022 TPA funding.

38. As a direct result of its failure to comply with its financial reporting requirements under the TPA and disclose the above amounts, GAH was overpaid by at least $350,062.88, which amount is owing to the Crown under the 2022 TPA.

GAH's 2023 Grant Funding Proposal and OIAD Audit Report

39. On or about in early 2023, GAH submitted a second grant funding proposal to MCURES. In the 2023 proposal, GAH increased the fee it charged the Crown per monthly licence from $95 to $99. It proposed increasing the targeted number of sessions by 50%, increasing the monthly licence target to 5,000, and requested $12.5 million per year for the next three years.

40. Given the proposed increase in grant funding under the new TPA, the Ontario Internal Audit Division ("**OIAD**") performed an audit of the 2022 TPA and GAH's 2022 Final Report to identify opportunities to strengthen future TPAs, including consideration of performance measures and reporting requirements. The report was officially issued in August 2023, though recommendations from an earlier draft informed the next TPA that the Crown entered with GAH.

41. During the OIAD audit, the Defendants refused to provide data or financial records that would have permitted the Crown to identify the Defendants' deceptive and incomplete reporting of sessions data, expenses and refunds/credits, all as outlined above.

2023 TPA

42. On July 27, 2023, MCURES and GAH entered a second one-year TPA (the "**2023 TPA**") effective retroactively to April 1, 2023. Under the 2023 TPA, the Crown was to provide GAH a grant of up to $12,500,000 to, again, provide the Platform to colleges and universities in Ontario, so that Student Clients could receive mental health counselling from Trainees under the supervision of a Supervisor.

43. The Crown pleads and relies on the provisions of the 2023 TPA.

44. The basis for payment under the 2023 TPA was updated from the 2022 TPA. Per Schedule "C" of the 2023 TPA, GAH was entitled to funds (the "**2023-2024 Entitlement**") equal to:

(a) "**Licenses**": equal to $99 per licence issued to unique counsellor trainees or faculty supervisors, per month, up to a maximum of $5,315,000 (equivalent to 4474 monthly licences).

(b) "**Mental Health Sessions Delivered**": an amount based on the number of sessions delivered to postsecondary students through the Platform by March 31, 2024 as follows:

Number of Sessions	Value
0 to 20,000	Zero
20,001 to 30,000	$3,000,000
30,001 to 40,000	$3,500,000
40,001 to 50,000	$4,000,000
50,001 to 60,000	$4,500,000
60,001 to 70,000	$5,200,000
Over 70,001	$5,463,500

As was the case with the "Sessions Amount" under the 2022 TPA, the 2023 TPA only counted sessions delivered by Trainees at a publicly-assisted Ontario post-secondary institution or a designated affiliate, provided to a Student Client registered in same, toward this performance metric.

(c) "**Improved Mental Health Outcomes, User Satisfaction**": equal to $157,167 for each of the following results of a user satisfaction survey, to a total of $471,500:

(i) at least 20% of student clients responding to the survey reported an improvement in mental health;

(ii) at least 20% of counsellor trainees responding to the survey agreed that the Platform was useful; and

(iii) at least 20% of faculty supervisors responding to the survey assessed that the Platform provided a benefit to counsellor trainees.

(d) **Administrative costs:** Up to $1,250,000. Per Schedules "D" and "F" of the 2023 TPA, GAH's compensation would be based on detailed budget reporting, breaking down administrative costs.

45. The remaining provisions of the 2023 TPA were substantially the same as the 2022 TPA, including GAH's reporting obligations, the ways that GAH's entitlement under the TPA could be further reduced, the obligation to return unused funds at the expiry of the TPA, and the creation of a deemed debt for any outstanding amounts owing to the Crown.

46. On May 1, 2024 GAH sent MCURES a combined quarterly and Final Report for the 2023 TPA. It reported satisfying all Performance Measures, issuing 5,310 licenses per month, delivering 74,550 sessions by March 30, 2024, and that 85.5% of respondents to its survey reported improved mental health, 75.7% of Trainees reported that the Platform provided them deeper insight; and 70% of Supervisors reported that the Platform enabled effective supervision. The report included a "Budget" table listing a "Spend to Date", which equalled exactly $12,500,000, the full amount of funding that GAH was eligible for under the 2023 TPA.

47. Based on GAH's 2023 Report, the Crown paid GAH $ $12,421,842.85, which was the full amount that GAH was eligible for and claimed under the 2023 TPA, less the $78,157.15 deducted for the overpayment for the Supervisor and Trainee Amount under the 2022 TPA.

48. Once again, unknown to the Crown at the time, GAH breached its obligations under the 2023 TPA by:

    (a) Overstating the number of sessions of Trainee counselling provided to Student Clients through the Platform, resulting in overpayment for "Mental Health Sessions Delivered", in the same manner that it had done under the 2022 TPA; and

    (b) Failing to provide complete and accurate financial disclosure to the Crown, resulting in GAH receiving more than its 2023-2024 Entitlement;

GAH's False and Overstated Session Reporting under the 2023 TPA

49. With respect to paragraph 48(a), above, GAH's 2023-2024 Final Report claimed that it had facilitated 74,550 sessions between March 31, 2023 and March 31, 2024. In actual fact, GAH only facilitated 5,430 unique sessions of any duration during that period.

50. Once again, due to GAH's obstruction of audits and investigations the Crown cannot accurately determine how many of these sessions involved ineligible activity, or are concurrent/duplicate counting of participant time. Even so, GAH again did not satisfy the minimum threshold of 20,000 sessions, and was not entitled to anything for "Mental Health Sessions Delivered" under the 2023 TPA. Consequently, GAH is obliged to return $5,463,500 to the Crown under the 2023 TPA as a result.

GAH's Misleading and Deficient Financial Reporting under the 2023 TPA

51. With respect to paragraph 48(b), above, GAH failed to provide financial statements based on actual expenses, and instead provided the Crown with budget estimates under the misleading

heading “Spend to Date”, which caused the Crown to pay GAH more than its actual expenditures related to the project under the 2023 TPA.

52. Due to GAH’s misleading financial reporting, the Crown is unable to determine with precision how much GAH received in excess of its actual expenses under the 2023 TPA. However, over the course of fiscal years 2023 and 2024 GAH retained approximately $5,256,500 in unspent MCURES TPA funds, under both the 2023 TPA and a subsequent TPA entered on April 1, 2024 (“**2024 TPA**”). These included amounts received based on reporting budget estimates as actual spending, as well as $1,001,405 in claimed “Company Profit” under the 2023 TPA. As with the 2022 TPA, there is no contractual basis or entitlement for GAH to retain these amounts.

53. Contrary to its obligation to report any interest earned on TPA funds under article A4.5, and rebates, credits and refunds including of taxes under article A4.6 of the 2023 TPA, GAH hid the following amounts from the Crown, which the Crown would have relied upon to reduce the 2023-2024 Entitlement:

    (a) $93,890.96 in HST rebates during the 2023 TPA funding year which should have reduced the estimated expenses that GAH falsely reported as actual expenses on its 2023 TPA reports;

    (b) $24,495.22 in interest income earned on TPA funds during the 2023 TPA funding year; and

    (c) Cash refunds worth $11,577.74 from TD credit card redemption points earned on expenses paid with 2023 TPA funding during the funding year.

54. As a direct result of its failure to comply with its reporting requirements under the TPA and disclose the above amounts, GAH was overpaid by at least $129,963.92, which amount is owing to the Crown under the 2023 TPA.

2024 TPA

55. On April 1, 2024, MCURES and GAH entered the 2024 TPA. Under the 2024 TPA, the Crown was to provide GAH a grant of up to $12,500,000 to, again, provide the Platform to colleges and universities in Ontario, so that post-secondary students could receive mental health counselling from counsellor trainees under the supervision of a qualified faculty supervisor.

56. The Crown pleads and relies on the provisions of the 2024 TPA.

57. The basis for payment under the 2024 TPA was updated from the 2023 TPA. In recognition of the fact that many licences that the Crown had paid for under the previous TPAs had gone unused, GAH was no longer compensated for the number of licences it issued per month. Per Schedule "C" of the 2024 TPA, GAH was entitled to funds (the "**2024-2025 Entitlement**") equal to:

    (a) "**Mental Health Sessions Delivered**": an amount based on the number of cumulative student client session hours provided to student clients by counsellor trainees using licences issued to Ontario postsecondary institutions and affiliated clinics by March 31, 2025 as follows:

Number of Session Hours	Value
Less than 4,500	Zero
4,501 to 6,000	$1,500,000
6,001 to 8,000	$2,000,000
8,001 to 10,500	$2,650,000
10,501 to 14,000	$3,500,000
14,001 to 18,500	$4,650,000
18,501 to 24,500	$6,100,000
24,501 to 26,250	$8,100,000
Over 26,251	$8,778,500

(b) "**Improved Mental Health Outcomes**": equal to $823,833 for each of the following results of a user satisfaction survey, to a total of $2,471,500:

(i) at least 25% of student clients responding to the survey reported an improvement in mental health;

(ii) at least 25% of counsellor trainees responding to the survey agreed that the Platform was useful; and

(iii) at least 25% of faculty supervisors responding to the survey assessed that the Platform provided a benefit to counsellor trainees.

(c) **Administrative costs:** Up to $1,250,000. Per Schedules "D" and "F", GAH's compensation would be based on detailed budget reporting, breaking down administrative costs.

58. As licences no longer formed a basis for payment under the 2024 TPA, the "Additional Deliverable" for licences provided for the first time that they "may be used for training purposes." This was not the case under the previous TPAs.

59. The remaining provisions of the 2024 TPA were substantially the same as the 2022 and 2023 TPAs, including GAH's reporting obligations, the ways that GAH's entitlement under the TPA

could be further reduced, the obligation to return unused funds at the expiry of the TPA, and the creation of a deemed debt for any outstanding amounts owing to the Crown.

60. On April 30, 2025, an employee at Keel Digital submitted a combined quarterly and Final Report for the 2024 TPA to MCURES on behalf of GAH. GAH reported that it had facilitated 27,606 hours of counselling through the Platform. The report included a "Budget" table listing a "Spend to Date" equalling $11,545,496.

61. The Crown paid GAH $12,500,000 under the 2024 TPA, based on GAH's reporting of Performance Measures and expenses.

62. Yet again, unknown to the Crown at the time, GAH breached its obligations under the 2024 TPA by:

    (a) Overstating the number of hours of Trainee counselling provided to Student Clients through the Platform, resulting in overpayment for "Mental Health Sessions Delivered", in a similar manner to how it had done under the 2022 and 2023 TPAs; and

    (b) Failing to provide complete and accurate financial disclosure to the Crown, resulting in GAH receiving more than its 2024-2025 Entitlement;

GAH's False and Overstated Session Hours Reporting under the 2024 TPA

63. In respect of paragraph 62(a), above, the session hours that GAH reported were overstated because GAH continued to include hours where ineligible activities (other than Trainees providing counselling to Student Clients under the supervision of the Supervisor) were completed. GAH's reports also continued to duplicate hours, multiplying hours per session

participant, and included duplicate or overlapping hours where the same Trainee was recorded as providing counselling in multiple sessions simultaneously.

64. Due to GAH's obstruction of the Crown's audit and investigation efforts, the Crown is unable to determine precisely how many of GAH's reported session hours are ineligible and overstated. However, at a minimum, GAH's reported hours were double the actual number of hours logged on the Platform. Moreover, approximately 50% of the actual time logged on the Platform was for ineligible activities. GAH's actual eligible session hours under the 2024 TPA were at most, approximately 6,901, which would have entitled it to $2,000,000 under the TPA, rather than the $8,778,500 it was paid. GAH is obliged to return at least $6,778,500to the Crown as overpayment for the "Mental Health Sessions Delivered" amount under the 2024 TPA.

GAH's Misleading and Deficient Financial Reporting under the 2024 TPA

65. In respect of paragraph 62(b), above, contrary to the Schedule "F" reporting requirements of the 2024 TPA, GAH failed to provide financial statements based on actual expenses, and instead provided the Crown with budget estimates under the misleading heading "Spend to Date", causing the Crown to pay GAH more than its actual expenditures related to the project. As pleaded at paragraph 52, above, GAH improperly retained approximately $5,256,500 in TPA funds for the fiscal years 2023 and 2024, which included during the 2024 TPA term, because of improper and misleading financial reporting.

66. Contrary to its obligation to report any interest on TPA funds under article A4.5, and rebates, credits and refunds including of taxes under article A4.6 of the 2024 TPA, GAH hid the

following amounts from the Crown, which the Crown would have relied upon to reduce the 2024-2025 Entitlement:

(a) $190,585.53 in HST rebates during the 2024 TPA funding year which should have reduced the estimated expenses that GAH falsely reported as actual expenses on its 2024 TPA reports;

(b) $21,433.94 in interest income earned on TPA funds during the 2024 TPA funding year; and

(c) Cash refunds worth $2,928.88 from TD credit card redemption points earned on expenses paid with 2024 TPA funding during the funding year.

67. As a direct result of its failure to comply with its reporting requirements under the TPA and disclose the above amounts, GAH was overpaid by at least $214,948.35, which amount is owing to the Crown under the 2024 TPA.

2025 FIT Audit Report

68. In 2024, MCURES engaged the OIAD Forensic Investigation Team ("**FIT**") to conduct a deeper forensic audit of the 2022 and 2023 TPAs to determine whether there was evidence to validate the payment requests that GAH had made in its reports, reconcile and determine whether funding provided to GAH was eligible under the TPA, and a lack of willingness or ability by GAH to provide documentation to support or validate their payment requests.

69. MCURES received the FIT report in November 2025. FIT determined that GAH had weak to no controls in place for how the Platform was used, despite purporting to rely on Supervisors

and post-secondary institutions to ensure the accuracy, validity and completeness of the sessions it then relayed to the Crown. FIT determined that significant numbers of sessions recorded on the Platform were for ineligible activities or could not be confirmed or validated by contacting the responsible Supervisors that GAH had identified. FIT determined that GAH had failed to comply with financial reporting requirements and had improperly retained TPA funds after the expiry of TPAs. It identified possible conflicts of interest, dubious administrative expenses, and poor value for money.

70. Based on the totality of the evidence, FIT concluded that there was a reasonable basis to believe criminal fraud may have occurred. FIT reported its findings to the Ontario Provincial Police.

71. During the FIT audit, the Individual Defendants met with investigators sometimes several times, and exchanged written answers and documentation in response to written inquiries. Throughout their interactions with investigators, the Individual Defendants repeatedly provided responses that were misleading, incomplete or unhelpful, and refusing to disclose key data that would have enabled investigators to verify the accuracy and eligibility of sessions and session hours claimed in GAH's Final Reports.

CONTRACTUAL DEBTS DUE TO THE CROWN

MCURES TPAs

72. Per article A16.2 of the 2022 and 2023 TPAs, and article A15.2 of the 2024 TPA, any amounts that GAH was obliged to repay to the Crown under the TPA (whether the Crown requested them or not) are deemed to be a debt owing to the Crown.

73. Per article A16.3 of the 2022 and 2023 TPAs, article A15.3 of the 2024 TPA, any debts owed to the Crown under the TPA accrue interest at the "then current interest rate charged by the Province of Ontario on accounts receivable". That annual interest rate is:

    (a) 6.45% for funds owing under the 2022 TPA on June 30, 2023;

    (b) 7.20% for funds owing under the 2023 TPA on July 31, 2024; and

    (c) 4.95% for funds owing under the 2024 TPA on July 31, 2025.

74. On November 24, 2025, following the release of the FIT report, MCURES sent a notice to GAH pursuant to its TPAs, informing GAH that it had breached its obligations under the TPAs, thereby committing "Events of Default" under the TPAs. The Crown demanded immediate repayment of $18,728,427, plus contractual interest.

75. The Crown states that, based on a review of available information, and as detailed above, GAH is obliged to repay $22.5 million, plus interest, under the MCURES TPAs.

76. GAH has not repaid the debt owing to the Crown to date.

MLITSD Transfer Payment Agreement

77. On March 31, 2025, MLITSD and GAH entered a TPA (the "**MLITSD TPA**"). Under the MLITSD TPA, the Crown was to provide GAH up to $4,797,360 to make the Platform available to 750 first responders across Ontario for training and skills development to serve as "peer supporters" for other first responders.

78. The Crown pleads and relies on the provisions of the MLITSD TPA.

79. Per article A12.1 of the MLITSD TPA (as amended by article B11.0) a breach of the terms and conditions in another agreement with the Province constitutes an "Event of Default", entitling the Crown to immediately terminate the TPA, and demand that GAH repay any TPA funds remaining in its possession or control.

80. Per article A15.2 of the MLITSD TPA any amounts that GAH was obliged to repay to the Crown under the TPA (whether the Crown requested them or not) are deemed to be a debt owing to the Crown.

81. Per article A15.3 of the MLITSD TPA, any debts owed to the Crown under the TPA accrue interest at the "then current interest rate charged by the Province of Ontario on accounts receivable". As of November 24, 2025, that interest rate was 4.95% per annum.

82. On November 24, 2025, MLITSD sent a notice to GAH pursuant to the TPA, informing GAH that it had breached the three MCURES TPAs, and therefore had committed an event of default under the MLITSD TPA. The letter demanded the immediate repayment of all TPA funds remaining in GAH's power or control. It also demanded the disclosure of records that would permit the Crown to determine and quantify said amount, which was not known to the Crown.

83. The Crown states that GAH is obliged to repay $2.7 million (being the amount advanced to GAH under the MLITSD TPA), plus interest, under the MLITSD TPA.

84. In breach of its surviving obligations under the MLITSD TPA, GAH has not responded to the November 24, 2025 letter and has not repaid the debt owing to the Crown to date.

RESTITUTION

The Crown is Entitled to Restitution for Benefits Paid under Mistake of Fact

85. The Crown is entitled to restitution of at least $22.5 million in TPA funds paid to GAH because of an honest, but mistaken belief that GAH was entitled to said amounts under contracts between the parties. The Crown is further entitled to restitution of any profits, interest, income, or other pecuniary benefit that the Corporate Defendants have derived from their enrichment.

86. As set out in paragraphs 23-38, 49-54, and 62-67, above, GAH was not entitled to at least $22.5 million (and likely more) which the Crown paid to it under terms of the MCURES TPAs. These amounts were paid as a direct result of GAH's breaches of the TPAs, including exaggerated, false, incomplete and misleading reporting of Performance Measures and financials in the False Reports.

87. The Crown's honest belief that GAH was entitled to this excess funding was reasonable, as it was based on GAH's reporting. Until the Crown received the FIT audit report in November 2025, the Crown was not aware that, among other things, GAH had been performing the contracts in bad faith, systematically misleading the Crown through the False Reports in order to extract maximum compensation and undermine the Crown's powers to detect and recover overpayments.

GAH was Unjustly Enriched

88. In the alternative to paragraphs 85-87, above, the Crown claims that the Corporate Defendants have been unjustly enriched at the Crown's expense, without juristic reason, entitling the Crown to restitution.

89. There is no juristic reason for the Corporate Defendants to retain at least $22.5 million paid by the Crown. In particular, the Corporate Defendants have no entitlement to this excess funding under the MCURES TPAs, or any other contract with the Crown.

90. The excess payment by the Crown of at least $22.5 million pursuant to the MCURES TPAs was not made in exchange for good consideration, as the lone consideration exchanged by GAH to the Crown were the mutual covenants and agreements under the TPAs, which GAH systematically disregarded and breached.

FRAUDULENT MISREPRESENTATION

91. The Defendants are each liable to the Crown for the tort of fraud. They repeatedly made representations to the Crown (or caused them to be made) regarding the Performance Measures, expenditures, and refunds/credits/interest under the MCURES TPAs, that they knew were false and misleading or were reckless or willfully blind to the fact that they were false or misleading. They intended that the Crown would rely on the misrepresentations to its detriment.

False and Deceitful Representations

92. Through the False Reports that GAH sent to MCURES, and in particular in each of the three Final Reports sent on or about April 12, 2023, May 1, 2024, and April 30, 2025 the Defendants made false and deceitful misrepresentations to the Crown, including but not limited to:

    (a) The April 12, 2023 Final Report claimed that GAH was entitled to the full "Sessions Amount" and "Administration Amount" under the 2022 TPA as it had facilitated 42,556 eligible sessions by March 30, 2023, when the Defendants knew from its

Platform data that only the Defendants could access, that GAH had only facilitated 3,529 unique counselling sessions.

(b) The May 1, 2024 Final Report claimed that GAH was entitled to the full amount for "Mental Health Sessions Delivered" under the 2023 TPA as it had facilitated 74,550 eligible sessions by March 31, 2024, when the Defendants knew from its Platform data that only the Defendants could access, that GAH had only facilitated 5,430 unique counselling sessions.

(c) The April 30, 2025 Final Report claimed that GAH was entitled to the full amount for "Mental Health Sessions Delivered" under the 2024 TPA as it had facilitated 27,606 session hours of counselling, when the Defendants knew from its Platform data that only the Defendants could access, that the reported hours were overstated. They included duplicate and overlapping hours and multiplied the number of hours by the number of session participants.

(d) The False Reports represented to the Crown that all the sessions and session hours reported were eligible for compensation, i.e., a Trainee providing counselling to a Student Client, under the supervision of a Supervisor. The Defendants knew or were willfully blind to the fact that the reported sessions and session hours were in fact not all eligible under the TPA and wrongly included, among other things, simulated sessions where no counselling took place, and sessions where counselling was provided to people other than Student Clients. The Defendants failed to verify the accuracy or eligibility of the sessions and session hours reported to the Crown, and further,

purported to rely on users of the Platform to so verify, when in fact the Defendants knew such users had no obligation to do so, and were not doing so.

(e) The Defendants provided estimated expenses under headings "Spent to Date" and "Spend to Date" in the Final Reports, knowing (1) that those headings were misleading to the Crown given GAH's obligation to provide detailed breakdowns of actual expenditures, not budget estimates, and (2) that as a result, the Crown would not be able to determine and recover its overpayments.

(f) The Defendants reported plainly ineligible expenses as part of their budgets in the False Reports, such as first-class airfare, international office space, and fine dining, which they hid in generic line items and presented as eligible project costs; and

(g) The Defendants knowingly or recklessly omitted information from the False Reports regarding interest, rebates and credits earned in relation to TPA funds, which the Crown was entitled to rely on to reduce and reclaim grant funds from GAH.

93. These fraudulent misrepresentations were prepared, verified, or facilitated by the Defendants in the following ways:

(a) The False Reports were prepared and written collectively by the Individual Defendants or at their direction and supervision;

(b) The False Reports were sent to MCURES by both Bandealy, and other Keel Digital employees;

(c) The misleading and false Performance Measure information contained in False Reports was compiled and prepared by Bandealy and Chan;

(d) The misleading and deficient financial reporting contained in the False Reports was prepared and approved by Bandealy and Ehler.

(e) The Individual Defendants provided answers to the Crown in response to follow-up inquiries on the False Reports both in writing, during quarterly meetings with MCURES in relation to the 2024 TPA, and in response to inquiries and interviews with the Crown's auditors during the OIAD and FIT audits, wherein they repeated the misrepresentations contained within the False Reports and obfuscated attempts to uncover these false representations and GAH's breaches of the MCURES TPAs.

Fraudulent Intent

94. The Defendants made these false and misleading representations (or caused them to be made) with the express intention that the Crown would rely on them in providing the maximum grant funding to GAH under each TPA. The aspects of the False Reports that were false, misleading and incomplete were linked to Performance Measures and financial affairs that determined GAH's monetary entitlement under the TPAs.

95. The Defendants also intended that the Crown would rely on their fraudulent misrepresentations year-on-year to not only continue providing GAH with grant funding, but increase the amount of available funding under future contracts based on a false impression that GAH had been surpassing its Performance Measures.

Detrimental Reliance

96. The Crown did in fact rely on all of the Defendants' misrepresentations to its detriment, by (1) advancing GAH funds pursuant to the MCURES TPAs on the false premise that GAH had satisfied all Performance Measures and was therefore entitled to payment; (2) not recovering or setting-off against overpayments under the TPAs for actual eligible expenses, interest income, rebates and credits, and other unspent TPA funds which the Crown did not know about until the subsequent FIT audit; and (3) entering into multiple TPAs with GAH of increasing value year after year on the false impression that GAH was exceeding Performance Measures.

NEGLIGENT MISREPRESENTATION

Proximity and Falsity

97. In the alternative to paragraphs 91-96, above, the Defendants' misrepresentations were made negligently, causing the Crown to suffer damages. The Defendants were in a special relationship of proximity to the Crown, giving rise to a duty of care in making its reports pursuant to the MCURES TPAs. The misrepresentations set out in paragraph 92, above, were made in circumstances where it was not only reasonably foreseeable, but indeed foreseen by the Defendants, that the Crown would rely on them to its detriment.

98. The misrepresentations set out in paragraph 92, above, were untrue, false or misleading.

Breach of the Standard of Care

99. The Defendants were negligent and did not meet the standard of reasonable care in preparing the False Reports by among other things:

(a) failing to verify the accuracy and eligibility of the sessions and session hours they presented as satisfying TPA Performance Measures;

(b) failing to structure and architect the Platform in a way that readily permitted verification of the accuracy and eligibility of sessions and session hours presented as satisfying TPA Performance Measures, and/or to have the technical expertise required to do same;

(c) failing to have adequate financial controls in place to ensure the validity and eligibility of expenses that GAH claimed under the TPAs;

(d) failing to ensure Corporate Defendant staff had adequate or appropriate training and expertise to ensure that only valid and eligible expenses were claimed by GAH under the TPAs; and

(e) failing to ensure that expenses that were mere estimates were accurately labelled as such in Final Reports, and not presented as actual spending.

Reasonable and Detrimental Reliance

100. It was reasonable, in the circumstances, for the Crown to rely on the Defendants' representations. The very purpose of the TPA reports was to permit the Crown to confirm that GAH was satisfying the Performance Measures and objectives of the TPA and determine GAH's financial entitlement thereunder. There was nothing in the False Reports that would have enabled the Crown to recognize that they contained inaccurate, false and misleading information. Until it received the FIT audit report in November 2025, the Crown was unaware

that GAH had been systematically misleading the Crown to extract maximum compensation and undermine the Crown's powers to detect and recover overpayments.

101. The Crown did in fact rely on the Defendants' misrepresentations to its detriment, as set out in paragraph 96, above.

CONSPIRACY

102. The Defendants committed the tort of conspiracy in that:

(a) the conduct of the Defendants was unlawful, planned and deliberate, was directed towards the Crown, and the Defendants knew, or should have known, in the circumstances that injury to the Crown was likely to, and did result;

(b) in the alternative, the means planned, coordinated and agreed upon between and among the Defendants was both lawful and unlawful but the predominant purpose of the Defendants' conduct was to cause injury to the Crown and such injury did result.

Defendants Conspired to Defraud the Crown through the False Reports

103. Prior to the submission of GAH's Final Report under the 2022 TPA, the Corporate Defendants, Bandealy, Godfrey, Fischbach, and Chan, planned to, and began, reporting each 20-minute increment of a session as a unique session that would contribute to the Performance Measures under the TPA. This resulted in a substantial jump in the number of sessions allegedly provided, from 19,687 in the third quarterly report to 42,556 in the Final Report. This reporting was fraudulent and was meant to ensure GAH received the maximum funding from the Crown under the 2022 TPA even though it did not earn it.

104. At the same time, the Corporate Defendants, Bandealy, Godfrey, Fischbach and Chan planned to, and did, include any time that institutional licences logged on the Platform as a "session" without any regard to what the time was spent doing, intentionally or blindly capturing activities other than Trainees providing counselling to Student Clients under supervision as the 2022 TPA contemplated. They further determined that, if asked by MCURES and other employees of the Crown, they would obfuscate their lack of control and assurance by referencing their agreements with institutions, Supervisor clinicians' own professional obligations, and post-secondary institution academic policies as providing said assurance, while knowing that was not true.

105. At some time prior to the submission of GAH's Final Report under the 2022 TPA on April 12, 2023, the Corporate Defendants, Bandealy, Godfrey, Fischbach and Ehler agreed to, and did, provide only budget estimates in their Final Report, instead of a detailed breakdown of actual expenses, as the 2022 TPA required. They did so using misleading labelling to hide the fact that they were not reporting actual spending and had retained funding in excess of their actual spending. They also determined not to include in their financial reporting any items that the Crown could rely on under the TPA to claw back GAH's funding, such as tax and other credits and refunds, and interest on TPA funds.

106. At the same time, the Corporate Defendants, Bandealy, Godfrey, Fischbach and Ehler agreed to, and did, retain unspent TPA funds as additional profit, even though the 2022 TPA did not allow for additional profit beyond the amounts already given to GAH as licence fees, session amounts, and administrative funding.

107. At some time prior to entering subsequent TPAs on July 27, 2023 and April 1, 2024, the Defendants agreed to continue, and did continue, to mislead and misdirect the Crown in the manner set out at paragraphs 103-106, above, throughout GAH's reporting under the 2023 and 2024 TPAs as well.

Defendants Obstructed the Crown's Audits and Investigations

108. During the initial OIAD audit, the Defendants agreed to, and did, obstruct the audit and frustrate the Crown's ability to detect inaccuracy in GAH's sessions reporting, through a February 20, 2024 response effectively refusing to provide all "underlying data used for reporting to the Ministry" for the Performance Measures under the 2022 TPA. In particular, the Defendants:

(a) Refused to disclose contact details for institutional licensees (i.e. Trainees and Supervisors) on the spurious basis that it would breach individual health privacy, notwithstanding that such concerns would not apply to prohibit disclosure of contact information for clinicians and trainees who provide care *to* patients.

(b) Disclosed only select data from the Platform, concealing the fact that multiple "sessions" were being attributed to each actual session held on the Platform, that sessions were being duplicated by the number of participants, or that certain reported sessions by a single Trainee overlapped or were concurrent.

109. During the subsequent FIT forensic audit, the Defendants agreed to continue, and did continue to obstruct the audit in the following manner:

(a) On December 4, 2024, Bandealy, Godfrey, Ehler and Chan mislead investigators by claiming that GAH's agreements with institutions, Supervisor clinicians' own professional obligations, and post-secondary institution academic policies provided assurance that licensees were using the Platform in a manner consistent with the MCURES TPAs.

(b) Bandealy, Godfrey and Chan conspired to mislead FIT investigators during their interviews, when asked how GAH verified the number of sessions that it was reporting to the Crown, by consistently claiming that they simply reported the number of sessions that were logged on the Platform by Trainee licensees. Bandealy, Godfrey and Chan intentionally concealed that their reports included duplicate time, overlapping time, and reported each 20-minute increment of time as a unique session.

(c) Bandealy, Godfrey and Chan conspired to obstruct FIT investigators in meetings on December 4 and 10, 2024, during individual interviews with FIT investigators in 2025, and in written responses to FIT inquiries, by asserting falsely that American and Canadian health privacy laws prohibited disclosure of key information stored in GAH's database, when such information *would not* have disclosed personally identifiable health information, but *would* have permitted FIT to check the accuracy, validity and eligibility of the sessions data that underlay GAH's Performance Measure reporting. As a result of their obstruction, FIT was required to contact individual Supervisors from an incomplete and out of date list furnished by Godfrey, to attempt to validate GAH's reporting.

110. The Defendants conspired to obscure the Corporate Defendants' False Reports under the MCURES TPAs and took steps to obstruct the Crown's subsequent investigations, delaying the Crown's detecting and addressing the fraud being perpetrated, which, but for the conspiracy, may have been uncovered before the Crown paid GAH millions of dollars it was not entitled to receive.

GAH IS A CONDUIT FOR KEEL DIGITAL'S MISCONDUCT

111. On or about September 1, 2022, GAH was acquired and became a wholly owned subsidiary of Keel Digital. At all times since GAH was acquired by Keel Digital, it has had overlapping directors, and no independent business operations from Keel Digital. GAH is completely dominated by and serves as a conduit for actions by Keel Digital.

112. GAH has no independent financial statements; its finances are reported as part of the audited financial statements of Keel Digital. GAH's expense reporting under the MCURES TPAs did not distinguish between GAH or Keel Digital expenses, treating Keel Digital as though it was party to the contracts. Keel Digital employees provided reporting required under the TPAs on GAH's behalf. Keel Digital directors, officers and employees responded to inquiries by the Crown's auditors on GAH's behalf, confirming that GAH is completely dominated and controlled by Keel Digital.

113. It is appropriate and just in the circumstances for Keel Digital to be held directly liable for the contractual breaches and tortious conduct of its wholly owned subsidiary GAH.

DAMAGES

114. As a result of the Corporate Defendants' breach of the MCURES TPAs, the Crown suffered damages of at least $22.5 Million. The same amount is owing to the Crown by GAH as a contractually deemed debt pursuant to the surviving terms of the MCURES TPAs.

115. The Crown is owed approximately $2.7 million by GAH pursuant to a deemed debt under the MLITSD TPA.

116. The Crown is entitled to $22.5 Million in restitution for the Corporate Defendants' unjust enrichment and acquisition of a benefit through the Crown's honest mistake of fact, in addition to restitution of any profit, benefit or interest that the Corporate Defendants have acquired through their unjust enrichment.

117. As a result of the Defendants' fraudulent or alternatively negligent misrepresentation, and conspiracy, the Crown suffered damages of at least $22.5 million when it: (a) relied upon the Defendants' misrepresentations to its detriment by paying GAH more than it was contractually entitled to; and (b) was frustrated in its ability to detect the misrepresentations and avoid or recover the overpayments from GAH.

Special Damages

118. The Crown has incurred costs arising in the investigation and attempted recovery of the funds that the Defendants wrongfully obtained from the Crown. These costs include but are not limited to the work of the OIAD auditors, FIT forensic investigators and auditors, and other professionals employed or retained by the Crown.

119. The particulars of these special damages will be provided prior to trial.

Punitive Damages

120. The Defendants' reprehensible and high-handed conduct demonstrates wanton and callous disregard for the rights and interests of the Crown, which has as a result suffered significant losses, both financial and reputational. This conduct is deserving of condemnation and warrants the exceptional remedy of punitive damages in the amount of $100,000 per Defendant.

121. In particular, the Defendants committed fraud, and the Corporate Defendants engaged in bad faith performance of Crown contracts, by knowingly and secretly submitting the False Reports to the Crown to unjustly maximize GAH's compensation and induce the Crown to enter further and more valuable contracts with GAH.

122. The Individual Defendants conspired to further the fraud and obfuscate it, providing MCURES staff, as well as OIAD and FIT auditors with misleading, incomplete and uncooperative responses that frustrated the Crown's efforts to validate GAH's False Reports.

123. Once the Crown confronted the Corporate Defendants with their alleged wrongdoing by letters on November 24, 2025, the Defendants showed no remorse, criticized the Crown in public media statements, and persisted in repeating substantially the same misleading, incomplete and uncooperative responses that had earlier stymied the Crown's investigation.

STATUTES PLEADED

124. The Crown pleads and relies upon the following statutes, and regulations promulgated thereunder:

(a) *Crown Liability and Proceedings Act, 2019,* SO 2019, c. 7, Sched. 17

(b) *Negligence Act,* RSO 1990, c. N.1

(c) *Financial Administration Act*, RSO 1990, c. F.12

125. The Crown proposes that this action be tried in the City of Toronto.

January 7, 2026

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Lawyers for the Plaintiff

Court File No.

HIS MAJESTY THE KING IN RIGHT OF ONTARIO Plaintiff	and	GET A-HEAD INC. O/A KEEL MIND, KEEL DIGITAL SOLUTIONS CORP., AHAD BANDEALY, ROBIN GODFREY, JAY FISCHBACH, RUSSELL CHAN, AND KELLY EHLER Defendants

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceedings commenced at Toronto

STATEMENT OF CLAIM

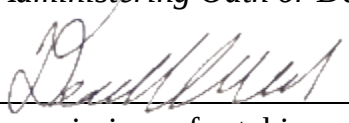
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Lawyers for the Plaintiff

This is Exhibit “E” referred to in the
Affidavit of John Borch sworn by John Borch, before me at
the City of Toronto, in the Province of Ontario,
this 27th day of July, 2026 in accordance with
O. Reg. 431/20, Administering Oath or Declaration Remotely.



A Commissioner for taking affidavits

DEREK HARLAND
(LSO# 79504N)

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Superior Court of Justice - Toronto - Civil / Cour supérieure de justice

Court File No.: CV-26-00000176-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

HIS MAJESTY THE KING IN RIGHT OF ONTARIO

Plaintiff

- and -

GET A-HEAD INC. o/a KEEL MIND, KEEL DIGITAL SOLUTIONS CORP., AHAD BANDEALY, ROBIN GODFREY, JAY FISCHBACH, RUSSELL CHAN, and KELLY EHLER

Defendants

STATEMENT OF DEFENCE AND COUNTERCLAIM OF THE DEFENDANTS GET A-HEAD INC. O/A KEEL MIND AND KEEL DIGITAL SOLUTIONS CORP.

1. The defendants, Get A-Head Inc. o/a Keel Mind (together, referred to herein as "GAH"), and Keel Digital Solutions Corp. ("Keel Digital", and together with GAH, the "Corporate Defendants"), admit the allegations contained in paragraphs 6, 18, 19, and 77 of the Statement of Claim ("Claim").

2. Except as expressly admitted herein, the Corporate Defendants deny the balance of the allegations contained in the Claim, and specifically deny that the plaintiff, His Majesty the King in Right of Ontario (the "Crown"), is entitled to any of the relief sought in paragraphs 1-2 of the Claim, or at all.

The Parties

(i) The Corporate Defendants

3. GAH is a corporation incorporated under the laws of Ontario with its head offices located in Toronto, Ontario. GAH provides a software-as-a-service ("SaaS") platform to provide mental health services. On or about September 1, 2022, Keel Digital acquired GAH and GAH began operating under 'Keel Mind'.

4. Keel Digital is a corporation incorporated under the laws of Canada with its head office in Toronto, Ontario and is the parent company of GAH. Keel Digital is not a party to any of the contracts at issue in the Claim.

(ii) The Individual Defendants

5. Ahad Bandealy is an individual residing in Florida, United States. Mr. Bandealy is the President of GAH and current Chief Product and Revenue Officer of Keel Digital.

6. Robin Godfrey is an individual residing in Ontario and is the Chief Executive Officer of Keel Digital.

7. Jay Fischbach is an individual residing in Ontario. Mr. Fischbach is the Chief Operating Officer of Keel Digital and is the current Chief Operating Officer of GAH.

8. Russell Chan is an individual residing in Ontario and is the Chief Technology Officer of Keel Digital.

9. Kelly Ehler is an individual residing in Ontario. Ms. Ehler was the Chief Financial Officer of GAH and was the Chief Financial Officer of Keel Digital until August 26, 2025.

(iii) The Crown

10. The plaintiff is His Majesty the King in right of Ontario. The Ministry of Training, Colleges, Universities, Research Excellence and Security ("MCURES"), formerly called the Ministry of Colleges and Universities ("MCU"), the Ministry of Labour, Immigration, Training and Skills Development ("MLITSD"), and Ministry of Health ("MOH") are Ministries of the Crown.

GAH's Business and SaaS Platform

11. GAH is the owner and operator of a digital SaaS platform that trains future mental health professionals by providing an online mechanism to fulfill clinical hours to individuals requiring mental health services (the "Platform").

12. The Platform is a virtual mental health digital application that integrates audio and video-enabled virtual mental healthcare alongside artificial intelligence-supported clinical workflows. The Platform facilitates synchronous and asynchronous supervision through a proprietary digital one-way mirror.

13. The Platform's leading AI technology yields key insights into a user's mental health state based on the subconscious use of language. Using AI technology, the Platform supports mental health practitioners in determining levels of anxiety, depression, and suicidal ideation in a shorter period of time and identifying early warning signs for those most at risk.

14. GAH's role in facilitating the Platform and mental health initiatives using the Platform is that of a data custodian. GAH does not own the data that is input into the Platform by its users.

GAH's licensing agreements and terms of service with institutions using the Platform expressly provides that GAH does not own the data.

15. The Platform has been deployed by various institutions and organizations in concert with provincial government ministries, including, MCURES, MLITSD, and MOH.

16. The Platform has been tremendously successful in providing individuals accessible mental health support. In connection with the implementation of the Platform in indigenous communities in Ontario, Women's College Hospital conducted an independent audit of the Platform's impact.

17. In its October 2025 report presented to the MOH, Women's College Hospital concluded that the Platform had increased access to mental health support, improved continuity of care, destigmatized access to mental health care, while also enabling secure, and community-owned collection of population health data that respected data sovereignty.

MCURES' Contract for Services with GAH

18. Between the years 2022-2025, MCURES (operating as MCU at the time) contracted with GAH for its Platform to provide online mental health services for Ontario post-secondary students (the "Project").

19. These contracts for GAH's Platform were reflected in three separate Transfer Payment Agreements ("TPAs"). The term 'grant' is not used in any of the TPAs at issue in this litigation.

20. Contrary to the allegations in the Claim, GAH did not submit a 'grant funding proposal' as alleged or at all. Rather, in or around 2020/2021, GAH submitted a bid to MCURES in an open and competitive procurement process for a contract to provide mental health services.

21. In its bid, GAH clearly identified that it was a private organization with a track record of delivering mental health services having already partnered with private and public institutions.

22. GAH specified that its offering was an interactive digital platform connecting those in need of mental health support with a diverse range of service providers. GAH indicated that any mental health sessions would occur in a secure and regulatory compliant environment.

23. As outlined in GAH's bid, the purpose of the Project was twofold: (1) to provide clinical hour training to counsellor trainees under the supervision of a qualified faculty supervisor and/or licensed mental health professional; and (2) to provide accessible mental health support to Ontario post-secondary students.

24. At all material times, GAH represented (i) it was a for-profit enterprise, (ii) its proposed services would be the provision of the Platform only, and (iii) GAH would be acting in a capacity as a data custodian.

The 2022 TPA

25. On or about March 31, 2022, MCURES (operating as MCU at the time) and GAH entered into a TPA for GAH's administration of the Project and provision of its Platform for a one-year term (the "2022 TPA").

26. The focus of the 2022 TPA was to expand the use of the Platform to Ontario post-secondary institutions and their students. The 2022 TPA contemplated a four-phase expansion which included GAH providing training to student counsellors and faculty supervisors on the Platform for them to provide mental health services.

27. Schedule C of the 2022 TPA set out the purpose and deliverables GAH agreed to provide under the 2022 TPA:

(a) The purpose of the Project was to provide opportunities for students in mental-health related post-secondary programs ("Trainees") to gain experience delivering mental health support and connect post-secondary students ("Student Clients") with e-counselling in a "safe, convenient, and accessible manner";

(b) GAH would expand the use of its interactive digital Platform which would allow post-secondary students to access mental health support in real time via text, audio, and video ("Sessions"). The mental health support would be provided by a Trainee at a given institution with oversight of a faculty supervisor from the same institution (the "Supervisor");

(c) GAH would provide the Platform to the post-secondary institutions and their Student Clients, Trainees, and Supervisors. Recruitment of the Trainees and Supervisors would occur through GAH's partnership with the Ontario Psychological Association;

(d) All interactions on the Platform would be private, securely stored, and collated for evaluation by the Supervisor with an ability for the Supervisor/Trainee to track the Student Client's progress and assess the quality of counselling;

(e) The funds under the 2022 TPA would be used to support the expansion and operation of the Platform to all Ontario post-secondary universities and colleges and provide counselling at no cost to the Student Clients as well as provide an

opportunity for Trainees to fulfill clinical practicum requirements and earn accreditation as a mental health worker; and

(f) The funds under the 2022 TPA would be used to (i) cover the costs of providing the Platform free of charge to Student Clients, (ii) cover the costs of licenses required by Trainees and Supervisors to access the Platform so that licenses would be free of charge to the Trainees and Supervisors, and (iii) training purposes.

28. The Payment Plan at Schedule E of the 2022 TPA provided that GAH was entitled to receive funds for implementing the Platform and administrating the Project in the amount of up to $8,500,000.

29. In exchange for achieving the deliverables and certain key performance indicators ("KPIs"), GAH was entitled to up-front monthly payments of $425,000 between April 30, 2022, until February 28, 2023, followed by a final payment of $3,825,000 on March 30, 2023.

30. The 2022 TPA provided that following the submission of all reports to MCURES, MCURES was required to carry out a retroactive adjustment to the amount of the funds in accordance with the following KPIs:

(a) the number of licenses being provided to Trainees and Supervisors equal to $95 per license per month up to a maximum amount of $3,591,000 ("Trainee and Supervisor Amount");

(b) a scaled amount based on the number of Sessions provided to users on the Platform by March 30, 2023, with GAH being entitled to $3,500,000 for over 40,000 sessions ("Sessions Amount");

(c) an amount equal to $559,000 if the mental health of Student clients receiving support via the Platform improved by 25% measured via a user satisfaction survey; and

(d) an administrative fee (the "Administrative Amount") calculated as 10% of the sum of the Trainee and Supervisor Amount, Sessions Amount, and Administration Amount capped at $850,000.

31. Under "Reporting Requirements" at Schedule F to the 2022 TPA, GAH was required to provide certain reporting per phase of the Project roll-out, including, among other things:

(a) Financial statements confirming (i) the total funds received as of the date of the report, (ii) statement of budgeted costs vs actual expenditures, (iii) a detailed breakdown of expenditures by category, and (iv) a report on any interest earned on the funds provided to GAH over the course of the Project;

(b) A list of participating institutions, including documentation confirming their participation (e.g. copies of relevant letters, signed agreements etc.);

(c) From the metrics it logs and stores through the Platform, the aggregate number of students participating in the program per month, including (i) the number of unique Student Clients receiving mental health support broken down by institution, (ii) the number of unique Trainees providing mental health support, broken down by institution and the number of licenses provided to those institutions, (iii) the number of Supervisors supporting Trainees, broken down by institution and the number of licenses provided to Supervisors at such institutions;

(d) The total number of Sessions conducted through the Platform broken down by institution;

(e) The total number of unique peer-to-peer Sessions conducted through the Platform broken down by institution;

(f) The total number of hours of counselling provided through the Platform by institution;

(g) The number of Trainee and Supervisor licenses provided through the Platform to each participating institution;

(h) An attestation from each participating institution's faculty supervisors and/or program director that host institution recognized hours which its Trainees contribute to the Platform are eligible to be counted towards the completion of degree requirements;

(i) An attestation from each participating institution's faculty supervisor and/or program director that its Supervisors were delivering care in a manner that complies with relevant legislative, regulatory, and clinical requirements; and

(j) A detailed description of the Platform features and processes related to the collection, storage, and sharing of personal information including an attestation that GAH's policies, including the features of the Platform itself, related to the recording, collection, storage and sharing regarding personal health information of Student Clients complies with relevant legal and regulatory requirements such as

the *Personal Health Information Protection Act, 2004,* and the *Personal Information Protection and Electronic Documents Act, 2000*;

32. Consistent with GAH's role as a data custodian and the Platform capabilities, under the 2022 TPA (and subsequent TPAs) GAH was not permitted or obligated to independently validate the reported Sessions occurring on the Platform. This was understood by MCURES and consistent with MCURES' contract for another mental health initiative, Good2Talk.

33. The absence of any requirement, or ability, for GAH to conduct any independent validation was consistent with MCURES' understanding that GAH is a data custodian, was providing a digital Platform only, and Session data would be generated by Platform users.

GAH Complied with its Reporting Obligations Under the 2022 TPA

34. On or about April 12, 2023, GAH sent MCURES a combined quarterly and final report (the "2022 Final Report").

35. GAH complied with all its reporting requirements as set out in the 2022 TPA.

36. In the 2022 Final Report, GAH submitted financial statements that reflected the actual vs budgeted spend, allocated using a consistent percentage-based methodology that was repeatedly reviewed and agreed to by MCURES. GAH also reported on its profits earned on the Platform/Project which at no time did MCURES question.

37. The 2022 Final Report reported that GAH had satisfied all KPIs; having issued 4,348 licenses per month, delivered 42,556 Sessions by March 30, 2023, and reported that 84% of respondents to its satisfaction survey reported that they had improved mental health.

38. In or around June 2023, MCURES completed its review of the 2022 Final Report and conducted its retroactive adjustment analysis as required by the 2022 TPA.

39. As a result of its analysis of the 2022 Final Report, MCURES identified that there appeared to be an error in the reporting on the usage of licenses where certain licenses had been reported as being used for the full months when they had not been deployed for the entirety of the time-period.

40. Accordingly, MCURES advised GAH that it would be deducting an alleged overpayment of $78,157.15 from the first payment on the 2023 TPA. When MCURES informed GAH of this deduction, GAH objected on the basis that it believed the alleged overpayment was due to a miscalculation by MCURES. MCURES disagreed and subsequently deducted the alleged overpayment.

41. At the time MCURES reviewed the 2022 Final Report and identified the alleged overpayment, MCURES knew or ought to have known that the deduction of the alleged overpayment would have impacted the amount paid to GAH for the Administrative Amount under the 2022 TPA (calculated by MCURES in the Claim as $8,684). At no time did MCURES seek any reduction to the Administrative Amount and accordingly GAH assumed that MCURES deliberately made the election to not seek repayment of such funds, including in the face of GAH objecting to the validity of the deduction.

42. MCURES did not identify any other overpayment or raise any concerns with the data (financial and otherwise) included in the 2022 Final Report.

43. Accordingly, MCURES paid the final amount outstanding under the TPA with the express understanding that GAH was a for-profit organization operating as a data custodian only.

The 2023 TPA

44. As a result of the success of the Project under the 2022 TPA, on July 27, 2023, MCURES and GAH entered into the 2023 TPA, a second one-year contract for the Platform and GAH's administration of the Project.

45. Based on representations made by MCURES that the 2023 TPA would be executed, GAH continued to provide the Platform and administer the Project from April 1, 2023, until July 27, 2023, when the 2023 TPA was executed.

46. During this period, GAH self-funded the cost to administer the Project and provide the Platform to Student Clients, Trainees, and Supervisors at participating institutions, partially through the borrowing of funds and paying interest on same. GAH did so on the express understanding (and representations by MCURES) that GAH would be reimbursed these amounts upon the execution of the 2023 TPA.

47. At no time prior to the execution of the 2023 TPA did MCURES raise any issues of non-compliance by GAH with the terms of the 2022 TPA.

48. Pursuant to the agreed upon terms of the 2023 TPA MCURES was to pay GAH up to $12,500,000 to provide the Platform and administer the Program based on the following KPIs:

(a) **Mental Health Sessions Delivered**: scaled funding based on the number of Sessions delivered to Student Clients, with the maximum amount of $5,463,500 for 70,001 reported Sessions or more;

(b) **Licenses**: equal to $99 per license issued to unique Trainees or Supervisors per month up to a maximum of $5,315,000;

(c) **Improved Mental Health Outcomes - User Satisfaction**: an amount up to $471,500 based on user satisfaction surveys whereby (i) at least 20% of Student Clients reported an improvement in their mental health, (ii) at least 20% of Trainees agreed the Platform was useful, and (iii) at least 20% of Supervisors assessed the Platform as an added benefit to Trainees; and

(d) **Administrative Costs**: equal to $1,250,000.

49. Consistent with the 2022 TPA, GAH was required to provide quarterly reporting and a final report on the KPIs, which included providing financial statements.

50. As a new component of the 2023 TPA, MCURES prescribed the reporting templates for each component for the quarterly and final reports as set out at Appendix A to the 2023 TPA.

51. Consistent with the 2022 TPA, MCURES was required to conduct a retroactive assessment of GAH's final report to ensure that GAH was entitled to the amount of funds as indicated in its report.

GAH Complied with its Reporting Obligations Under the 2023 TPA

52. On or about May 1, 2024, GAH submitted its final report (the "2023 Final Report"). GAH reported satisfying all the performance measures having issued 5,310 licenses per month, delivering 74,550 sessions by March 30, 2024, 85.5% of Student Clients reported improved mental health, 75.7% of Trainees reported that the Platform provided them deeper insight, and 70% of Supervisors reported that the Platform enabled effective supervision.

53. Consistent with the 2022 Final Report, GAH also identified its profits in its financial reporting submitted in the 2023 Final Report.

54. As a result of GAH achieving the KPIs under the 2023 TPA, GAH received a total of $12,421,842.85, which was the full amount of the 2023 TPA less the $78,157.15 overpayment from the 2022 TPA as particularized above.

55. After conducting its retroactive assessment of the 2023 Final Report, MCURES did not identify any concerns with GAH's reporting contained in the 2023 Final Report nor did it identify any overpayments.

The 2024 TPA

56. On or about July 31, 2024, MCURES and GAH entered into the 2024 TPA with the effective date of April 1, 2024.

57. During this period, consistent with past practices, GAH self-funded the cost to administer the Project and provide the Platform to Student Clients, Trainees, and Supervisors at participating institutions, partially through the borrowing of funds and paying interest on same. GAH did so on the express understanding (and representations by MCURES) that GAH would be reimbursed these amounts upon the execution of the 2024 TPA.

58. Pursuant to the terms of the 2024 TPA, GAH was entitled to receive a maximum of $12,500,000 based on achieving certain KPIs as specified therein.

59. The KPIs underscoring the basis for payment to GAH were updated to reflect the two years of Project administration and Platform implementation. This included changing the KPI related to Sessions from paying GAH based on the number of Sessions conducted (which was a requirement under the 2023 TPA) to compensating GAH on the aggregate number of Session hours that occurred on the Platform. The move to counting Session hours was premised on the idea that

training of the counsellor Trainees (one of the primary functions of the Platform) would be occurring simultaneously with the delivery of care to Student Clients using the platform.

60. Accordingly, under the 2024 TPA, GAH was entitled to the following:

(a) **Mental Health Sessions Delivered**: an amount based on the number of cumulative Student Client Session hours provided by Trainees through the Platform using licenses provided to Ontario post-secondary institutions or affiliated training clinics during the Project term, up to $8,778,500 for hours over 26,251. The 2024 TPA specified that only counselling hours from Sessions provided to Student Clients would be counted for funding – excluding (for the first time) Sessions that were conducted for training purposes;

(b) **Improved Mental Health Outcomes**: up to $2,471,500 for each of the following results of a user satisfaction survey:

(i) At least 25% of Student Clients who responded to the survey must indicate an improvement in their mental health;

(ii) At least 25% of Trainees who responded to the survey must agree the Platform was useful; and

(iii) At least 25% of Supervisors who responded to the survey must agree that the Platform benefitted their Trainees.

(c) **Administrative Costs:** Up to $1,250,000 for the costs of administering the Project and Platform.

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61. The requirement of 26,251 hours under the Mental Health Sessions Delivered KPI was approximately 1/3 of the total Sessions that had been delivered under the 2023 TPA. The change from reporting on the number of Sessions to reporting on the cumulative hours of Sessions reflected MCURES' understanding that under the 2022 TPA and 2023 TPA Sessions had been reported in 20-minute increments consistent with advice from mental health experts and MCURES' approval.

62. In addition to the above (and consistent with its obligations under the 2022 TPA and 2023 TPA), GAH was required to provide licenses to Ontario institutions for use by Trainees and Supervisors to deliver mental health Sessions and such licenses could be used for training purposes.

63. GAH was also required to provide quarterly reports and a final report on the Project. Schedule "F" of the 2024 TPA expressly required that GAH ensure no personal information, including names or descriptors which would lead to the identification of any of the Student Clients utilizing the Platform be included in any reports submitted to MCURES.

64. Appendix A to the 2024 TPA included templates provided by MCURES to be used by GAH for its reporting obligations, including specific financial templates.

65. Consistent with its reporting obligations under the prior TPAs, GAH was required to provide a description of how the Platform required Trainees and Supervisors to validate that a Session was held with a Student Client and to provide a confirmation that this function of the Platform is being utilized for all Sessions reported.

66. At section B2.1 of the 2024 TPA, the parties acknowledged that the Ontario Internal Audit Division ("OIAD") was carrying out an audit on the Project and prior TPAs which may produce recommendations that could impact either the funding relationship and/or result in changes to the Project.

Boiler Plate Rebate Language in the TPAs

67. In addition to the clauses referenced above, each of the TPAs contained boilerplate language that referenced rebates, credits, or airline points.

68. Such language reflected standard Provincial contractual language and was not subject to negotiation between GAH and MCURES.

69. GAH was continually advised by individuals within MCURES (including Adrianne Swanson, Manager of Research Programs, and Zoe Kroeker, Assistant Deputy Minister, Strategic Policy and Planning) that MCURES was unable to change the language of the TPA even though such language was inapplicable to the parties' understanding of GAH's engagement for services for the Platform and Project. In fact, during the course of the 2025 FIT Audit (as defined and described below) in July 2025, senior auditor, Kris Tallman advised GAH that the language in the TPAs referencing rebates, credits, or airline points was standard MCURES language and was likely inapplicable to GAH's engagement with MCURES.

The August 2024 OIAD Audit

70. In or about August 2024, OIAD delivered its report on the 2022 and 2023 TPAs between GAH and MCURES (the "August 2024 Audit").

71. The OIAD Audit disclosed certain issues with the Platform's reporting capabilities with respect to Session data and difficulties with Trainees/Supervisor manually self-reporting including:

(a) the Platform was unable to count anonymous users resulting in the inability to definitively report the number of unique Student Clients served and how sessions were distributed between anonymous and identified Student Clients;

(b) the Platform permitted a Trainee to be in multiple instances of a Session at the same time which could potentially affect the accuracy of reported sessions; and

(c) Trainees were manually reporting and inputting Sessions on the Platform after they occurred which may have been conducted with or without Supervisor approval.

72. In response, GAH reiterated that its role was as a data custodian and was therefore not entitled to access user data without permission from the user and further explained that while GAH facilitated the provision of mental health care, it did not provide such care itself and therefore did not have a direct relationship with Trainees, Supervisors or Student Clients. With this understood limitation, and as reflected in the August 2024 Audit, GAH fully participated in the audit process, acknowledged OIAD's recommendations, and committed to actions aimed at addressing OIAD's concerns, including:

(a) Assigning unique identifiers to each Session (including anonymous Sessions) noting that this had already been implemented under the 2024 TPA;

(b) Implementing features on the Platform to include Supervisor sign off for any manual Sessions reported;

(c) Completed an investigation into the allegation of simultaneous Sessions and found no data to support that raised concern; and

(d) GAH would include a more detailed budget in its 2024 TPA reports as requested by MCURES that match GAH's accounting policies. GAH noted that GAH had already provided a list of detailed expenditures as required by OIAD, but because of a misunderstanding, the list of expenditures was not received by OIAD until after the cut-off work date for the August 2024 Audit and was therefore not reflected in the August 2024 Audit results.

73. In the Management Response section of the August 2024 Audit, GAH noted that it had supplied OIAD all relevant and requested documentation that preserved its integrity of agreements with Ontario institutions and that safeguarded individuals' personal identifying and health information.

GAH Complied with its Reporting Requirements Under the 2024 TPA

74. On or about April 30, 2025, GAH submitted its final report for the 2024 TPA (the "2024 Final Report").

75. GAH reported that it had met the required KPIs, including having facilitated 27,606 hours of Sessions on the Platform. The 2024 Final Report included a budget listing the spend to date amounts as $11,545,496 and also identified GAH's profit.

76. GAH included in the 2024 Final Report a summary of the August 2024 Audit recommendations and a status update on each recommended action item, all of which GAH indicated had been completed.

77. The 2024 Final Report also included a zip folder with additional context materials as requested by MCURES in a post-quarterly review meeting.

78. Accordingly, after MCURES' review of the 2024 Final Report and undertaking a retroactive adjustment analysis (while also in possession of the results of the August 2024 Audit), MCURES determined that GAH was entitled to the maximum funding amount of $12,500,000.

MCURES Represented that the 2025/2026 TPA Would Be Executed

79. After the expiry of the 2024 TPA in March 2025, in good faith, and consistent with past practices, GAH continued to provide the Platform and administer the Project.

80. In do so, GAH relied on express representations by senior officials within MCURES, including MCURES Chief of Staff, Caitlin Clark, former Chief of Staff, Scott Allinson, former MCURES Minister, Jill Dunlop, Assistant Deputy Minister Zoe Kroeker, the Premier of Ontario's Chief of Staff, Patrick Sackville, and the Premier's Head of Economic Strategy and Policy, Adam Wallace, that a 2025/2026 TPA (the "2025 TPA") would be executed with the funding approved to increase from $12.5 million to $15.8 million.

81. At all times, MCURES was aware (and expected) that GAH was continuing to provide its services under the TPA while these discussions were ongoing.

82. Throughout late 2024 and 2025 GAH continued in active discussions with MCURES officials and political staff regarding the renewal and expansion of the 2025 TPA.

83. During this time, GAH received multiple assurances that the draft 2025 TPA was forthcoming. These included emails and text communications with MCURES officials and staff

referencing an incoming agreement, discussing updated KPIs, and inquiring about how the Project could be scaled and expanded.

84. Such assurances included Assistant Deputy Minister of MCURES visiting GAH's offices on July 10, 2025. At that meeting the Assistant Deputy Minister discussed with GAH representatives the KPIs for the 2025 TPA that GAH had already been undertaking since April 1, 2025, and the expansion of the Project's funding and reach.

85. Additionally, MCURES Chief of Staff, Scott Alinson, advised GAH that given the success of the Project (including overwhelmingly positive feedback from students receiving mental health services on the Platform), not only had the Treasury Board approved the funds for the imminent 2025 TPA, but MCURES had decided to submit a proposal to the Treasury Board for a three-year TPA with maximum funding in the amount of $15.8 million for 2026-2027, $17.3 million in 2027-2028 and $19.1 million for the 2028-2029 fiscal year.

86. At no point did MCURES ever suggest to GAH that a renewal of the TPA was in question.

87. Relying on MCURES repeated representations of a forthcoming 2025 TPA, between April 1, 2025, and November 2025, GAH administered the Project and operated the Platform for which it was owed a total of $8.3 under the agreed-upon KPIs for the 2025 TPA.

The MOH TPA

88. On or about April 2, 2024, GAH executed a TPA with the MOH for the provision of the Platform in connection with indigenous communities in Ontario and was entitled to receive up to $1,848,000 (the "MOH TPA"). The term of the MOH TPA was April 1, 2023, until March 31, 2025.

89. In the Spring of 2025, GAH was presented a new draft TPA and accompanying funding letter, for two more years to run from April 1, 2025, to March 31, 2027. This new TPA initially reflected the same amount of approximately $924,000 per year, however this was incorrect and was later corrected to $2.3 million per year confirmed in several exchanges with MOH Chief of Staff, Alexandra Adamo and the Premier's Chief of Staff, Patrick Sackville.

90. Consistent with past practices and assurances from MOH that the MOH TPA would be extended, GAH continued to provide the Platform pursuant to the terms of the MOH TPA.

91. At the expiration of the contract, GAH received a letter from MOH advising GAH that MOH would be providing funding of up to $2.3 million to extend the implementation of the project for an additional two years.

92. On or about October 2025, a report presented to the MOH by Women's College Hospital concluded that the Platform had increased access to mental health support, improved continuity of care, destigmatized access to mental health care, while also enabling secure, and community-owned collection of population health data that respected data sovereignty. The October 2025 report concluded that 96% of respondents reported that the mental health sessions on the Platform helped address their mental health needs.

93. The report recommended that the MOH engage more actively in the project and that discontinuing the project would disrupt access to the emerging supports, limit continuity of care, and further erode trust in "an already fragile healthcare system".

94. In or around this time, GAH was repeatedly told by MOH officials that it would receive additional funding for the 2025-2026 fiscal year, totaling $2.3 million for both the 2025-2026 and

2026-2027 fiscal years. GAH was assured that the Provincial Treasury Board had approved these amounts.

The MLITSD TPA

95. On or about March 31, 2025, GAH entered into a one-year TPA with the Ministry of Labour, Immigration, Training and Skills Development ("MLITSD") under the Skills Development Fund Training Stream ("Skills Development Fund") for the provision of the Platform for the training of 750 first responders in Ontario (the "MLITSD TPA").

96. Under the MLITSD TPA, GAH was entitled to funds up to $4,797,360 for the provision of the Platform to the first responders.

97. In the Spring 2025, GAH received a clean audit of its Skills Development Fund project and favourable reviews from the first responders engaged in the project.

The 2025 FIT Audit

98. In or around November 2024, MCURES requested the OIAD Forensic Investigation Team ("FIT") begin conducting a deeper forensic audit of the 2022 TPA and 2023 TPA (the "FIT Audit").

99. GAH has no knowledge why MCURES requested the FIT Audit and at no time was GAH told by anyone at MCURES that they had concerns with the TPAs or GAH's reporting of the KPIs thereunder.

100. GAH always fully complied with the FIT Audit. Nevertheless, throughout the course of GAH's cooperation and participation in the FIT Audit, it became clear that the FIT Audit was being

conducted by staff that lacked the competence or knowledge of the TPA relationship to conduct a proper and accurate audit:

(a) The auditors failed to understand that GAH was acting as a data custodian and not entitled to access user data without permission from the user. This failing on the part of the auditors resulted in repeated and misguided requests for information that contained personal health information ("PHI") and personal identifiable information ("PII") of Platform users that GAH was prohibited from disclosing under Canadian privacy legislation and the TPAs negotiated with MCURES;

(b) The senior FIT auditor, Kris Tallman, refused to attend any interview with GAH executives leaving junior auditors to run the interviews and audit process;

(c) The junior auditors did not understand that GAH was a for-profit entity and failed to distinguish the difference between a government grant program and the TPAs which were contracts for the administration and implementation of the Project;

(d) The junior auditors failed to understand basic financial concepts, including the practice of reporting expenses exclusive of taxes;

(e) The junior auditors leading the audit did not understand that federally funded research and development credits were independent of GAH's contracts with MCURES; and

(f) The junior auditors leading the audit lacked basic understanding of GAH's for-profit business and the Platform's reporting capabilities. They also did not understand that Keel Digital had other lines of business (and sources of funds)

outside of the TPAs which were included in the financials delivered in the respective final reports, as Keel Digital, in an effort to be as transparent as possible submitted its consolidated financials that reported on all its business arms, not just those for GAH.

101. To assist with the provision of PHI and PII information, GAH suggested to the FIT auditors that they request permission from the respective institutions that owned the PII and PHI data to disclose such data. The FIT Audit team declined to make any such requests.

102. GAH also offered to create a simulated software environment for the FIT Audit team to clearly demonstrate how PHI and PII information is captured on the Platform. GAH had previously provided this simulate software environment in the course of the Women's College Hospital audit of the Platform that was commissioned by MOH. During the course of that audit, MOH accepted this simulated environment as an acceptable method of understanding how the Platform captures and protects data. Notwithstanding this previously-accepted and proven approach, the FIT Audit team declined this offer.

103. During the FIT Audit GAH was repeatedly assured by MCURES and FIT auditors that the FIT Audit was 'going well' and nothing should prevent MCURES from signing the 2025 TPA.

104. On a call between Senior FIT auditor Mr. Tallman and Rob Godfrey, CEO of Keel Digital, Mr. Tallman advised that there was nothing that should prevent MCURES from executing the 2025 TPA renewal with GAH**.**

105. In addition, in or around late January 2025, the Premier's Chief of Staff, Patrick Sackville**,** contacted Mr. Godfrey and expressly represented that a future expanded three-year TPA would be

approved by the Treasury Board Secretariat as part of the Fall Economic Statement, following the conclusion of the FIT Audit.

106. Senior political officials leveraged these representations to exert pressure on GAH, both to ensure that GAH continued to provide the Platform and to extract concessions and favours exceeding GAH's contractual obligations on the implicit understanding that failure to comply could jeopardize the execution of the 2025 TPA and approval of the expanded three-year TPA.

107. At no time during the FIT Audit did MCURES or any other Provincial official advise GAH or in any way suggest that the 2025 TPA was not going to be renewed and the three-year expanded TPA would not be approved.

108. This changed with the Skills Development Fund scandal, which erupted as a result of the Ontario Auditor General releasing its findings on the Skills Development Fund on October 1, 2025 (despite the Auditor General's findings in no way related to the Platform provided pursuant to any of the TPAs with GAH).

109. Shortly thereafter, in early November 2025, the FIT Audit team secretly released its report (the "2025 FIT Audit Report"), without following the standard practice of providing draft audit findings to GAH so it could comment on their purported findings or explain the errors that had been made.

110. As a result of the deeply flawed audit process, the 2025 FIT Audit Report contain numerous misstatements of fact and reflects a fundamental misunderstanding on the Platform capabilities, GAH's financial reporting, and that no rebates, interest, or credits are owing to MCURES.

111. Contrary to its prior representations, on or about November 12, 2025, MCURES sent a letter to GAH advising that MCURES would not be entering into further TPAs for 2025/2026 year.

112. On or about November 17, 2025, MOH similarly advised GAH that no funding would be advanced to GAH for the services GAH provided under the MOH TPA for the 2025-2026 fiscal year or any subsequent year.

113. A week later on November 24, 2025, MCURES sent GAH a letter of default alleging that GAH had committed several events of default under the 2022, 2023, and 2024 TPA and demanded GAH repay $18,728.427 on the basis that:

(a) GAH had failed to accurately report the number of Sessions resulting in an overpayment to GAH; and

(b) GAH provided non-compliant financial reporting including failing to accurately report on funds not spent, interest accrued on funds, tax credits and/or other rebates received during the Project, and cash redemption of credit card points earned on TPA-related expenses.

114. That same day, MLITSD sent GAH a notice alleging that GAH had purportedly breached the terms of the MCURES TPAs and accordingly had committed an event of default under the MLITSD TPA. MLITSD demanded immediate repayment of all TPA funds that it calculated as $2.7 million.

The Crown Refused to Provide GAH with the 2025 FIT Audit Report

115. On July 24, 2025, and November 5, 2025, GAH requested to see draft findings of the FIT Audit for the express purpose of correcting any misstatements or providing clarifications to any misunderstandings – something GAH had previously done during the August 2024 Audit process.

116. MCURES ignored both GAH's requests. This was the case even though on or about July 29, 2025, MCURES Chief of Staff Caitlin Clark had advised Keel Digital's CEO, Rob Godrey that she did not foresee any issues with sharing the FIT Audit findings.

117. MCURES deliberately deprived GAH of the opportunity to correct the misunderstandings underling the inaccurate conclusions of the 2025 FIT Audit Report which resulted in the 2025 FIT Audit Report inaccurately alleging wrongdoing on behalf of GAH.

118. In or around November 2025, MCURES deliberately and with the intent of causing harm to GAH, leaked that there were alleged 'inconsistencies' in the FIT Audit results to members of the media who subsequently publicly reported on same which caused significant reputational harm to GAH and Keel Digital. MCURES did so while at the same time repeatedly refusing to provide GAH a copy of the 2025 FIT Audit Report, which GAH did not receive until after the commencement of this litigation.

GAH and Vulnerable Communities have been Harmed as a Result of the Termination of the Project

119. As a result of the termination and/or non-renewal of the TPAs with MCURES, MOH, and MLITSD, vulnerable individuals and communities in Ontario are no longer being served by the Platform/Project despite the overwhelming reported success of the Project/Platform's positive impact on users' mental health.

120. Since the termination of the Platform in December 2025, over 24,000 individuals have signed a petition calling for the Provincial Government to reinstate the GAH Platform and Project. Comments from petitioners reinforce the vital nature of the Project, with many commenting that the provision of accessible mental health services for students is essential and more than one commenter unequivocally stating that the Project saved their life.

121. In addition, several post-secondary institutions who had been using the Platform have written letters supporting continued funding for the Project, emphasizing that it remains an essential program for their students.

122. In order to lessen the disruption of the vital mental health services to students who had been using the Platform, GAH (at its own cost) has committed to providing the Platform to its first responders, post-secondary, and indigenous community users until March 31, 2026.

123. In addition to the costs GAH is incurring to provide the Platform until March 31, 2026, as a result of the Crown's termination of the MCURES, MLITSD, and MOH TPAs, GAH has incurred and will continue to incur costs to wind-down the Platform including immediately having to lay off a number of its employees in November and December 2025.

GAH did not Breach the TPAs

124. The Crown’s allegations that GAH breached the TPAs are directly contradicted by the understanding of senior Provincial Government officials—including Douglas Brewer, former Chief of Staff to the Minister of Colleges and Universities and Executive Director of Policy to the Premier—who at all times knew and fully understood that (i) the TPA was not a grant, (ii) GAH did not overreport (nor had the ability to overreport) Session data, (iii) GAH is a data custodian

and therefore relied on self-reporting by Trainees and Supervisors consistent with the guidelines of their own professional institutions, and (iv) followed the guidance of mental health professionals and institutions concerning Session length and the awarding of clinical hours on the Platform.

(iv) The TPAs Are Not Grants

125. The Corporate Defendants deny the allegations in the Claim (or at all) that the arrangement reflected in the TPAs was a grant.

126. At all material times MCURES (or MCU, as it then was) knew that GAH operated as a for-profit company and the TPAs were contracts for the administration of the Project with defined KPIs and deliverables.

127. Accordingly, payments under the TPAs were tied to the operation of the Platform and Project administration that GAH delivered and subsequently reported on in accordance with GAH's reporting obligations as set out in each respective TPA.

128. At no point during the negotiation, drafting, or execution of any TPA was the arrangement between GAH and MCURES ever treated, described, or understood as a 'grant'. This arrangement is reflected by the fact that the term 'grant' does not appear anywhere in the TPAs and the parties' consistent treatment of the arrangement between GAH and MCURES as a contract for the provision of the Platform.

(v) GAH Did Not Provide False or Overreported Session Data Under the TPAs

129. The Corporate Defendants deny that GAH overreported or overinflated the Session counts or overstated and/or duplicated Session hours, as alleged in the Claim or at all.

130. GAH does not possess the ability or opportunity to artificially inflate the Session counts or Session hours. As was known to MCURES, Session volumes are generated entirely through user-generated activity based on the engagement of Student Clients and self-reporting by Trainees and Supervisors on the Sessions conducted.

131. At all times, it was also understood and agreed by MCURES that for the purpose of calculating the number of mental health Sessions under the Platform (which was a KPI metric for the 2022 TPA and 2023 TPA), Sessions would be reported in 20-minute increments.

132. The practice for reporting Sessions in 20-minute increments was consistent with guidelines from Canadian and Ontario mental health professionals and MCURES' funded post-secondary mental health websites such as campusmentalhealth.ca that recommended 15-20-minute therapy sessions.

133. The 20-minute increment Sessions was also consistent with advice given to both MCURES and GAH by Dr. Peter Cornish, a founder of the Stepped Care 2.0 methodology, a framework for organizing, administering, and delivering mental health care services using online or app-based resources that recommends implementing 20–30-minute single-sessions.

134. Accordingly, it was understood and agreed by MCURES that GAH Platform users would be scheduling and reporting therapy Sessions conducted on the Platform in increments of 20 minutes. For example, if a Session occurred for 40 minutes (i.e. two 20-minute Sessions that the Student Client booked back-to-back) the Platform would recognize two Sessions as having taken place.

135. At all times, MCURES knew and agreed that group therapy Sessions conducted on the Platform would be reported based on the number of unique clients in attendance at the Session. This practice was consistent with the number of clinical hours a trainee would receive for that group Session as set forth by the institution and professional organization overseeing that particular area of practice.

136. As such, MCURES knew and agreed that when a student Trainee conducted a one-hour group therapy session for three unique clients, the Trainee would be awarded three clinical hours if doing so was consistent with the standards governing their area of practice. Three corresponding hours would therefore be logged by the Trainee on the Platform and be reflected as three total Session hours in GAH's reporting under the 2024 TPA (which was the only TPA that measured Session hours). This method was consistent with how clinical hours are awarded by colleges, universities, and oversight organizations in mental health.

137. At all material times, MCURES knew that a critical feature in making the Platform accessible and attractive to post-secondary students was that students could request mental health services on an anonymous basis. Accordingly, for those that accessed the Platform anonymously it was not possible to verify whether the anonymous user was an Ontario post-secondary student.

138. Similarly, MCURES knew that the Platform did not have the independent capability of distinguishing between Sessions conducted for training purposes and those conducted with an Ontario post-secondary student. Any such distinction was self-reported by the Trainee and/or Supervisor.

139. Accordingly, MCURES knew and agreed that for the purposes of reporting on KPIs GAH would be relying on Trainees and Supervisors self-reporting the nature of the Sessions conducted

and the raw data from the Platform that simply reported on the number of Sessions logged including Sessions where the Student Client accessed the Platform on an anonymous basis. This was consistent with the practice under MCURES' TPA for the Good2Talk initiative.

140. MCURES officials knew and agreed that the benefit of providing accessible and confidential mental healthcare to Ontario post-secondary students and clinical training for Trainees outweighed the known-risk that Session reporting data that GAH was to be compensated on may include ineligible activities and/or capture ineligible Student Clients.

141. Further Schedule C of the TPAs and associated KPIs expressly required that Trainees use the Platform for training, supervision, and clinical skill-building and institutions were funded accordingly.

142. Accordingly, prior to the execution of the 2024 TPA the inclusion of training activities in Session data reporting was appropriate and aligned with MCURES' expectations of the Project.

143. Additionally and/or in the alternative, to the extent any reported Session data included ineligible activities or irregularities, which is not admitted and expressly denied, such overreporting was inadvertent, not as a result of any deliberate or negligent conduct on behalf of the Corporate Defendants, was solely as a result of the known functionality of the Platform and/or the reliance on self-reporting by Trainees and Supervisors utilizing the Platform, and/or consented to by MCURES.

144. Further, MCURES was aware of these user-irregularities inherent in the Platform and Project as a result of the August 2024 Audit. These irregularities were explicitly discussed as a

part of the audit process. MCURES therefore understood how the irregularities arose and may be captured in Session reporting.

(vi) No Misleading or Deficient Financial Reporting

145. The Corporate Defendants deny that GAH provided misleading, deficient, or non-compliant financial reporting as alleged in the Claim, or at all.

146. GAH's financial reporting was conducted in alignment with the agreed structures and format as outlined and prescribed the MCURES in each respective TPA. Invoices, statements, and reporting formats accepted by MCURES without objection over the course of 12 consecutive quarters.

147. All GAH's financial reporting reflected GAH's actual spend, allocated using a consistent percentage-based methodology that was repeatedly explained to and reviewed with both MCURES and FIT auditors.

148. GAH pleads that to the extent there were any year-end variances outlined in its financial reporting, any such variances were within the allowable 10% threshold under the respective TPA.

149. Further, at all times, GAH's profit margins were clearly indicated in the final reports under the TPA and/or any supplemental financial documents provided to MCURES at its request.

(vii) No Material Interest Amounts are Owing to MCURES

150. GAH denies that it failed to accurately report any interest accrued on funds GAH received for the Project. This allegation misrepresents both GAH's financial practices and the operational reality of the TPA funding cycle.

151. MCURES historically issued payments four to five months *after* the start of the Project fiscal year, requiring GAH to fund the Project delivery entirely out of pocket while awaiting reimbursement. During that period, GAH paid interest to its financial institutions but did not charge MCURES interest on these delayed payments, despite carrying significant upfront costs.

152. The Crown's suggestion that GAH materially benefitted from interest on 'unspent' MCURES funds highlights the FIT auditor's lack of understanding on how interest was calculated and ignores this reality; had GAH applied standard commercial interest to MCURES' delayed reimbursements, the Province would have owed GAH approximately $152,000 across the three-year period.

153. During the FIT Audit, GAH provided full corporate financial records (not just those tied to the MCURES TPAs), offering complete transparency into all sources of GAH's capital.

154. As reflected in GAH's financial records, GAH draws on a variety of financing mechanisms, including equity, debt instruments and revenues from related Keel Digital programs – all of which generate interest independent of any TPA-related funds. This was fully explained to the FIT auditors and at no point did MCURES dispute the accuracy of these disclosures.

155. Accordingly, GAH's financial records disclosed that the totality of interest earned over the two-year period, totaled $22,184.93 (representing an immaterial 0.2% of the total contract value). This interest that GAH earned was not on MCURES funds but rather it was earned on equity investments by shareholders, money GAH had earned from its other lab business, and from its profits. Accordingly, GAH was not required to report this interest since it was not on MCURES funds.

156. In the alternative, GAH's failure to report and/or remit such interest amounts was inadvertent and/or as a result of setting off any interest GAH was entitled to (but did not) charge the MCURES for its delayed reimbursement of TPA funds.

(viii) No Tax Rebates or Credits Are Owing to MCURES

157. GAH denies that it failed to accurately report any tax credits or rebates received during the terms of the TPAs.

158. The FIT auditors lacked a basic understanding of how HST works as an input tax credit and such misunderstanding has been parroted in the Crown's Claim.

159. All GAH's financial statements were audited by qualified professional accountants in accordance with international financial reporting standards which require that expenses be reported net of value-added tax (e.g. HST). As such, GAH's costs were not inflated by HST and MCURES benefitted from this treatment through net reporting.

160. Additionally, the TPAs were for the deployment of the Platform and administration of the Project – it was not for research and development. Therefore, the Scientific Research and Experimental Development ("SRED") tax credit GAH received was not applicable to the TPAs and contrary to the allegations in the Claim, GAH was under no obligation to remit such credits to MCURES.

161. Further, any SRED credits that GAH received—and intended to apply toward the Platform—were designated for technological enhancements to a future version of the Platform, not the version that GAH was providing to MCURES under the TPA in effect at the time any SRED credits may have been received.

(ix) GAH Did Not Fail to Report Cash Redemptions on Credit Card Points

162. GAH is a private for-profit company and at no time did it use 'government funds' to purchase items via credit cards as alleged, or at all.

163. All monies used via GAH credit cards were funds belonging to GAH and therefore no reporting of credit card redemption points is applicable.

164. Further, in the event that there was an amount due to MCURES for the ascribed value of credit card points being $25,000 as alleged in the Claim (which is denied), such value represents 0.2% of the total contract value and lacks the materiality to cancel the TPAs and/or allege that the Corporate Defendants engaged in fraudulent conduct by failing to remit such amounts.

GAH is Owed $12.3 Million for Past Project Implementation and Administration

165. From April 1, 2025, until November 2025, GAH provided uninterrupted services on its Platform and administered the respective Projects to MCUREs, MOH and MLITSD.

166. GAH provided those services consistent with past practices of executing subsequent TPA renewals several months after the expiry date and based on express representations by MCURES, MOH and/or MLITSD that a 2025-2026 TPA renewal was forthcoming.

167. GAH is therefore owed **$10,346,403** for services past performed broken down as follows:

(a) MCURES TPA: **$8,333,333** (representing the funds MCURES agreed to pay GAH for the 2025-2026 fiscal year adjusted for the eight months since April 1, 2025).

(b) MOH TPA: **$1,533,333** (representing the funds MOH agreed to pay GAH for the 2025-2026 fiscal year adjusted for the eight months since April 1, 2025).

(c) MLITSD TPA: **$479,736** (representing the 15% of funds MLITSD held back from GAH under the MLITSD TPA for the 2025-2026 fiscal year).

The Crown is not Entitled to Restitution

168. The Corporate Defendants deny that the Crown is entitled to restitution in the amounts sought in the Claim, or at all. At no time did GAH receive any benefit to which it was not contractually entitled, nor did it obtain any funds through error, misrepresentation, or wrongdoing.

169. All amounts paid under the TPAs were earned through the delivery of the Platform and consistent with the terms and conditions approved and accepted by the Crown.

170. The Corporate Defendants deny that there was an enrichment to the Corporate Defendants, a corresponding deprivation to the Crown, and the absence of any juristic reason that could give rise to restitution. Any assertion that the Crown may recover such payments by way of restitution on the basis of unjust enrichment or otherwise is denied in its entirety.

The Corporate Defendants did not Defraud the Crown

171. The Crown's allegations of fraud are bald, speculative, and fail to meet the strict pleading requirements of Rule 25.06(8) of the *Rules of Civil Procedure.*

172. The Corporate Defendants deny that they engaged in any fraudulent conduct whatsoever and deny that they made any false, misleading, or deceitful representations or acted with fraudulent intent.

173. The Corporate Defendants deny that the Crown relied on any representation (fraudulent or otherwise) made by the Corporate Defendants to its detriment. In fact, it was GAH that

detrimentally relied upon representations made by MCURES regarding the continuation of the services under the TPA and its assured renewal.

174. At all times the Corporate Defendants acted honestly, transparently, and in accordance with their contractual and legal obligations under the TPAs and written and verbal representations by the Crown.

The Corporate Defendants did not Make any Negligent Misrepresentations

175. The Corporate Defendants deny that they are liable to the Crown for negligent misrepresentation.

176. The Corporate Defendants deny that they made any negligent misrepresentations regarding Session data, financial information, or any other reporting provided to MCURES under the TPAs.

177. At all material times, GAH prepared and submitted quarterly and final reports accurately, in good faith, and in accordance with the TPAs, MCURES' directives, accepted accounting-reporting practices, and the information legally accessible to it.

178. The Corporate Defendants further deny that any Session data or financial reporting was false, misleading, incomplete, or provided without due care. All reported information was compiled using methodologies that were known to, accepted by, and consistently used in consultation with MCURES officials throughout the duration of the TPAs.

179. The Corporate Defendants made no representation, whether in Session data, financial reporting, or otherwise, that was inaccurate, misleading, or made in breach of any duty of care.

The Corporate Defendants did not Conspire Against the Crown

180. The Crown's bald pleading that the Corporate Defendants engaged in a conspiracy with the individual defendants are speculative, unfounded, and entirely without merit.

181. The Corporate Defendants deny that they engaged in any conspiracy, whether unlawful or otherwise, against the Crown. At all times the Corporate Defendants acted lawfully and in good faith while performing GAH's obligations under the TPAs.

182. The Corporate Defendants deny conspiring with any person or entity to defraud the Crown through providing false reports as alleged, or at all.

183. At all times, the reports submitted by GAH to MCURES under the TPAs were consistent with the provisions of the respective TPAs and MCURES' acceptance of how user data (inclusive of Session counts and hours) could and would be reported by GAH.

Keel Digital is not a Proper Party to this Litigation

184. Keel Digital denies that it is a proper party to this litigation.

185. GAH is the counter-party to the TPAs at issue in the litigation. GAH was responsible for (and did) prepare and submit the reports as required under the TPAs.

186. Keel Digital is not, and has never been, a signatory to any TPA at issue in the litigation. Keel Digital did not submit any reports to MCURES or MLITSD under the respective TPAs nor did it assume any of GAH's contractual obligations toward the Crown.

The Crown is not Entitled to Damages

187. The Corporate Defendants deny that the Crown has incurred losses or damages as alleged in the Claim, or at all.

188. Even if the Crown did incur any losses or damages (which is expressly denied):

(a) The Corporate Defendants are not responsible at law for any such losses or damages;

(b) Any such losses or damages claimed are excessive, exaggerated and/or too remote to be recoverable at law;

(c) Any such losses or damages were not caused by any negligence, act, omission, breach of duty, breach of contract, or breach of any other legal obligation on the part of the Corporate Defendants in fact or in law, but were caused by the actions of the Crown; and

(d) The Crown has failed to take reasonable or any measures to reasonably mitigate its damages.

Estoppel, Waiver, and Acquiescence

189. The Corporate Defendants plead and rely on the doctrine of promissory and/or equitable estoppel, waiver, and acquiescence.

190. To the extent the Crown is entitled to any damages (which is denied), the Crown is barred from seeking such damages from the Corporate Defendants.

191. Throughout the duration of the TPAs, MCURES reviewed, accepted, and approved GAH's quarterly and final reports, and paid all amounts owing to GAH pursuant to such reports and the terms of the TPA.

192. Having accepted the benefits of GAH's administration of the Project by its implementation of the Platform, and having made payments with full knowledge of the services provided by GAH and reporting methods employed, the Crown cannot now attempt to recover those same funds that it previously affirmed were validly paid.

Any Damages Related to the 2022 TPA or 2023 TPA are Statute-Barred

193. In addition or in the alternative, any allegation that the Corporate Defendants received overpayments under the 2022 TPA and 2023 TPA is statute-barred under the Ontario *Limitations Act, 2002.*

194. As at the date of the 2022 Final Report and 2023 Final Report (delivered in or around March/April 2023), MCURES knew or ought to have reasonably known of the matters it now alleges as related to the 2022 TPA and 2023 TPA.

195. MCURES had full access to all reporting, financial data, and Session information throughout the terms of the 2022 TPA and 2023 TPA and subsequently approved the corresponding payments at that time. In fact, after reviewing the 2022 Final Report, in June 2023, MCURES identified one single minor overpayment to GAH which was deducted from the 2023 TPA amounts and did not identify any other overpayment.

196. Accordingly, any claim for repayment arising from either the 2022 TPA and/or 2023 TPA is limitations barred as it occurred more than two years prior to the commencement of this Claim.

Set Off

197. The Corporate Defendants plead and rely on the doctrine of legal and equitable set-off. Any amounts adjudged to be owing by either of the Corporate Defendants to the Crown should be set off against any amounts the Crown is found to be owing to either or both Corporate Defendants.

Relief Requested

198. The Corporate Defendants requests that this action be dismissed with costs on a substantial indemnity or other appropriate scale.

COUNTERCLAIM

199. The defendant, GAH claims against the Crown for:

(a) Damages in an amount to be particularized at trial, but not less than $98,725,259 for breach of contract, unjust enrichment, breach of the duty of good faith in the performance of contractual obligations, and/or negligent misrepresentation;

(b) Punitive damages of $1,000,000;

(c) Prejudgment and post-judgment interest at the contractual rate of interest or in accordance with the *Courts of Justice Act,* (Ontario), as amended;

(d) The costs of this counterclaim on a substantial indemnity basis or other appropriate scale, plus all applicable taxes;

(e) Such further and other relief as this Honour Court deems just.

200. GAH repeats and rely upon the allegations in the statement of defence.

Breach of Contract and Duty of Good Faith

201. The Crown knowingly and/or negligently misled GAH regarding the renewals of the TPAs, the amount of funding that GAH would receive under the TPAs, and the Crown's intention to continue to rely on GAH's services and pay for same.

202. Officials within MCURES, MOH and/or MLITSD made repeated assurances – both express and implied – that GAH should continue providing the Project and Platform which GAH would be reimbursed for, all while withholding the true state of its decision making.

203. Officials within MCURES, MOH and/or MLITSD made repeated representations regarding the anticipated renewals of the respective TPAs (including multi-year renewals and approved funding) that they knew or ought to have known were misleading.

204. These representations were untrue, incomplete, and/or made without regard for their accuracy.

205. The Crown therefore breached its contractual duty of good faith by failing to exercise its contractual discretion relating to the renewals of the TPAs reasonably, fairly, and for proper purposes and instead acted arbitrarily and in a manner that undermined the objectives and spirit of the parties' long-standing contractual relationship.

206. Consistent with the Crown's representations and past practices, GAH continued to implement the MCURES, MLITSD, and MOH projects from April 1, 2025, until the Ministries unlawfully terminated and/or advised that the previously-verbally agreed to TPAs would not be renewed in November 2025 and is entitled to payment for the amounts owing to it under the respective TPAs.

207. The Crown has refused to pay this amount lawfully owed to GAH. As a result of the Crown's failure to reimburse GAH these amounts properly owing to it for past services rendered, GAH has also incurred losses related to its banking facilities utilized to pay for the provision of the Platform during the period of April 2025 – November 2025.

208. Further, because of the Crown's breach of its verbal agreement to renew the MCURES TPA and MOH TPA for multi-year terms, GAH reasonably expected that the TPAs would be renewed through at least the 2027/2028 fiscal years and relied upon such representations to its detriment.

209. Additionally, the Crown has breached the MLITSD TPA by unlawfully terminating same on the false premise that GAH had breached the terms of the MCURES TPAs. As such, GAH is entitled to the value of the remaining term of the MLITSD TPA.

210. In the alternative, if MLITSD was entitled to terminate the MLITSD TPA it is obligated to pay GAH its reasonable wind-down costs.

Unjust Enrichment

211. In the alternative, the Crown was unjustly enriched by its receipt of the services GAH provided in carrying out the projects under the MCURES TPA, MOH TPA, and MLITSD TPA between April – November 2025.

212. GAH has suffered a corresponding deprivation by providing these services (and advancing the costs of same) without receiving reimbursement of such costs.

213. There is no juristic reason for the Crown's enrichment.

Negligent Misrepresentation

214. In addition to or in the alternative, the Crown is liable to GAH on the basis of negligent misrepresentation.

215. MCURES and/or MOH represented to GAH throughout the relevant period that the applicable TPA would be renewed and on that basis specifically requested that GAH prepare an expansion summary for each project that included increased funding projections in anticipation of the upcoming renewals of each TPA.

216. GAH reasonably relied on these representations. Given the parties' historic pattern of executing TPA renewals well into the TPA term, and the consistent conduct and assurances of MCURES and/or MOH, it was entirely reasonable for GAH to expect that a 2025/2026 TPA for the MCURES and MOH project would be executed and GAH should continue to provide such services.

217. GAH pleads that the representations made by MCURES and/or MOH were untrue, inaccurate, and/or made without exercising reasonable care, and GAH's reliance on those negligent misrepresentations caused GAH to incur losses.

GAH Is Entitled to Damages

218. As a result of the Crown's unlawful conduct, including breach of contract, breach of its contractual duty of good faith, negligent misrepresentation, and/or unjust enrichment, GAH has suffered significant losses.

219. GAH is therefore entitled to the following damages, all of which will be particularized prior to trial but are not less than $98,725,259:

(a) $10,346,403 for the services GAH provided during the April 2025 – November 2025 period under the MCURES, MTLISD, and MOH TPAs;

(b) $1,000,000 for the interest and forbearance payments on GAH's banking facilities as a result of GAH providing the Platform during the April 2025 – November 2025 period;

(c) $64,700,000 million representing the amounts GAH was repeatedly assured by MCURES that GAH would receive for the administration of the Platform under TPAs for the 2025/2026, 2026/2027, 2027/2028, and 2028/2029 fiscal years;

(d) $4,600,000 million representing the amounts GAH was repeatedly assured by MOH that GAH would receive for the administration of the Platform under TPAs for the 2025/2026 and 2026/2027 fiscal years;

(e) $2,078,856 million representing the remaining amount that ought to have been paid to GAH under the MLITSD TPA but for MLITSD's unlawful termination of same;

(f) In the alternative and/or in the addition to items (c) – (e) above, of $1,000,000 for the costs of winding-down GAH's services under the MCURES, MOH, and MLITSD TPAs; and

(g) $15,000,000 for loss of corporate value.

Punitive Damages are Justified

220. The Crown's conduct in relation to the 2025 FIT Audit is deserving of the Court's condemnation.

221. The Crown deliberately withheld the 2025 FIT Audit Report thereby depriving GAH of any opportunity to understand, respond to, or correct the record. At the same time, the Crown selectively disclosed and/or permitted the disclosure of inaccurate and misleading audit findings to members of the media, which were then publicly reported as fact.

222. These leaked allegations, which MCURES knew or ought to have known were false, caused immediate and irreparable reputational harm to GAH, precipitated significant commercial fallout, and destroyed millions of dollars in corporate value. Such conduct represents a marked departure from the standards of fairness and good faith expected of government actors acting in a commercial capacity, especially those entrusted with providing accessible mental health services to some of Ontario's most vulnerable communities. Punitive damages are therefore appropriate.

223. GAH proposes that this counterclaim be heard at the same time as the main action.

February 9, 2026

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Superior Court of Justice - Toronto - Civil / Cour supérieure de justice
Court File No./N° du dossier du greffe: CV-26-00000176-0000

HIS MAJESTY THE KING IN RIGHT OF ONTARIO **-and-** **GET A-HEAD INC. O/A KEEL MIND et al**
Plaintiff Defendants
Court File No. CV-26-00000176-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
TORONTO

STATEMENT OF DEFENCE AND COUNTERCLAIM OF GET A-HEAD INC. AND KEEL DIGITAL SOLUTIONS CORP.

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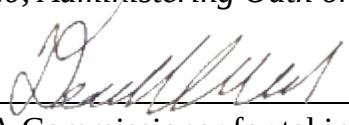
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This is Exhibit “F” referred to in the
Affidavit of John Borch sworn by John Borch, before me at
the City of Toronto, in the Province of Ontario,
this 27th day of July, 2026 in accordance with
O. Reg. 431/20, Administering Oath or Declaration Remotely.



A Commissioner for taking affidavits

DEREK HARLAND
(LSO# 79504N)

NATIONAL BANK
Powering your ideas™

August 31, 2023

Vector Health Laboratories Ltd.
and Get A-Head Inc.

Attention: Mr. Rob Godfrey

2 Bloor Street East
Suite 810
Toronto, Ontario M4W 1A8

Re : Offer of Financing

Dear Mr. Godfrey:

At National Bank, offering tailored solutions is a priority. We are therefore pleased to present to Vector Health Laboratories Ltd. ("**Vector Health**") and Get A-Head Inc. (individually and collectively, as the context may require, the "**Borrower**") the following offer of financing:

	Financing product(s)	Amount	Status
A	Revolving operating term loan	Maximum $1,400,000 CAD	New
B	Non-revolving term loan	Maximum $4,550,000 CAD	New
C	Global net risk line for derivatives	Maximum $1,000,000 CAD	New

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

This offer of financing is valid until August 31, 2023 before 5 p.m. To accept this offer, you must return a signed copy of it to us. After this date, the Bank may cancel or amend this offer without notifying you.

[the remainder of this page is intentionally blank; signature page follows]

Yours truly,

Dave Lovett

Name: Dave Lovett
Title: Director



Name: Varun Hariharan
Title: Director

1. Financing products

A. Revolving operating term loan – $1,400,000

Purpose	General corporate purposes, including working capital requirements and to finance capital expenditures.
Term	2 years from the date of the initial disbursement.
Terms of use / availment options	Can be used and re-used in multiple draws as follows: > Floating-rate advances based on the Canadian Prime Rate. > Bankers' acceptances.
Interest rate	For floating-rate advances, Canadian Prime Rate plus 1.25% per annum payable quarterly on the last Business Day of November, February, May and August in each year during the term, commencing on the last Business Day of November 2023.
Disbursement/ Repayment	In multiples of $10,000**.**
Repayment	The principal amount, together with any accrued interest, shall be repaid in full on the Maturity Date. In addition, the Borrower shall also repay the principal amount from the following proceeds received by any Credit Party, within 5 Business Days after receipt of such proceeds: (a) 100% of the net proceeds from any sale or issuance of debt for borrowed money, other than Permitted Debt. (b) 100% of the net proceeds from any sale or disposition of any assets (other than those sold in the ordinary course of business) in excess of $100,000 that are not reinvested in assets similar to those sold or disposed of (within 180 days). (c) 100% of the net proceeds of insurance, expropriation and condemnation proceeds that are not reinvested in assets similar to those compensated for by such insurance, expropriation or condemnation proceeds (within 180 days). (d) 100% of the net proceeds from any issuance of Equity Interests, unless such proceeds are invested or utilized in respect of the consideration payable in respect of a Permitted Acquisition.
Fees	Stamping fees for bankers' acceptances: 2.00% per annum.
Joint and several liability	Vector Health Laboratories Ltd. and Get A-Head Inc. are jointly and severally liable to the Bank for all indebtedness, liabilities and obligations outstanding from time to time pursuant to or in connection with this Credit Facility A.

B. Non-revolving term loan – $4,550,000

Purpose	Refinance loans from the shareholders of Vector Health Laboratories Ltd.
Term	2 years from the date of the initial disbursement.
Terms of use / availment options	Can be used as a single advance on closing as follows: > Floating-rate advance based on the Canadian Prime Rate. > Bankers' acceptances.

Amortization	10 years as of the date of the initial disbursement.
Interest rate	For floating-rate advances, Canadian Prime Rate plus 1.25% per annum payable quarterly on the last Business Day of November, February, May and August in each year during the term, commencing on the last Business Day of November 2023.
Disbursement	Single disbursement to be made no later than August 31, 2023.
Repayment	Quarterly principal payments equivalent to 10% per annum, plus interest. The remaining balance shall be paid in full on the Maturity Date. In addition, the Borrower shall also repay the principal amount from the following proceeds received by any Credit Party, within 5 Business Days after receipt of such proceeds: (a) 100% of the net proceeds from any sale or issuance of debt for borrowed money, other than Permitted Debt. (b) 100% of the net proceeds from any sale or disposition of any assets (other than those sold in the ordinary course of business) in excess of 100,000 that are not reinvested in assets similar to those sold or disposed of (within 180 days). (c) 100% of the net proceeds of insurance, expropriation and condemnation proceeds that are not reinvested in assets similar to those compensated for by such insurance, expropriation or condemnation proceeds (within 180 days). (d) 100% of the net proceeds from any issuance of Equity Interests, unless such proceeds are invested or utilized in respect of the consideration payable in respect of a Permitted Acquisition.
Fees	Stamping fees for bankers' acceptances: 2.00% per annum.
Joint and several liability	Vector Health Laboratories Ltd. and Get A-Head Inc. are jointly and severally liable to the Bank for all indebtedness, liabilities and obligations outstanding from time to time pursuant to or in connection with this Credit Facility B.

C. Global net risk line for derivatives – $1,000,000

Purpose	Cover the Bank's net risks for the use of derivatives by the Borrower.
Joint and several liability	Vector Health Laboratories Ltd. and Get A-Head Inc. are jointly and severally liable to the Bank for all indebtedness, liabilities and obligations outstanding from time to time pursuant to or in connection with this Credit Facility C.

2. Security

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

Vector Health Laboratories Ltd.

		Status	Related product(s)
General security agreement	First-ranking security interest in all present and future assets and property.	(to be obtained)	All

Unlimited guarantee	Guaranteeing the indebtedness, liabilities and obligations of the other Credit Parties to the Bank.	(to be obtained)	All
Assignment of insurance	First-ranking security interest in all insurance proceeds.	(to be obtained)	All

Tulip Health Inc.

		Status	Related product(s)
General security agreement	First-ranking security interest in all present and future assets and property.	(to be obtained)	All
Unlimited guarantee	Guaranteeing the indebtedness, liabilities and obligations of the other Credit Parties to the Bank.	(to be obtained)	All
Assignment of insurance	First-ranking security interest in all insurance proceeds.	(to be obtained)	All

FIQ Lab Services Corp.

		Status	Related product(s)
General security agreement	First-ranking security interest in all present and future assets and property.	(to be obtained)	All
Unlimited guarantee	Guaranteeing the indebtedness, liabilities and obligations of the other Credit Parties to the Bank.	(to be obtained)	All
Assignment of insurance	First-ranking security interest in all insurance proceeds.	(to be obtained)	All

Get A-Head Inc.

		Status	Related product(s)
General security agreement	First-ranking security interest in all present and future assets and property.	(to be obtained)	All
Unlimited guarantee	Guaranteeing the indebtedness, liabilities and obligations of the other Credit Parties to the Bank.	(to be obtained)	All
Assignment of insurance	First-ranking security interest in all insurance proceeds.	(to be obtained)	All

Keel Digital Solutions Ltd.

		Status	Related product(s)
General security agreement	First-ranking security interest in all present and future assets and property.	(to be obtained)	All

Unlimited guarantee	Guaranteeing the indebtedness, liabilities and obligations of the other Credit Parties to the Bank.	(to be obtained)	All
Assignment of insurance	First-ranking security interest in all insurance proceeds.	(to be obtained)	All

Robin Godfrey

		Status	Related product(s)
Unlimited guarantee	Guaranteeing the indebtedness, liabilities and obligations of all Credit Parties to the Bank.	(to be obtained)	All

Other security, documents or agreements

		Status	Related product(s)
Subordinations and Postponements	As may be required by the Bank.	(to be obtained)	All

3. Conditions

The financing products are subject to the following specific conditions in addition to the conditions set out in Schedules A, B and C.

Conditions

Global Net Risk Line for Derivatives	Allows Borrower to conclude contracts with respect to: The sale or purchase of foreign currencies freely negotiated by the Bank in an amount up to $1,000,000 in Canadian dollars and for a maximum term of 1 year. Other treasury products offered by the Bank, subject to the conditions then set by the Bank.

Financial conditions

Annual reporting requirements	Audited consolidated annual financial statements of Vector Health, from a nationally recognized firm acceptable to the Bank.	Annually, to be provided not later than 120 days after each fiscal year-end.
	Accountant-prepared unconsolidated annual financial statements for each of the Credit Parties.	Annually, to be provided not later than 120 days after each fiscal year-end.
	Certificate of compliance in the form attached hereto as Exhibit 1 (each, a "**Compliance Certificate**"), signed by a senior officer of Vector Health, confirming that no Event of Default has occurred and providing details of the calculation of	Annually, to be provided not later than 120 days after each fiscal year-end.

	the financial covenants for the previous fiscal quarter and evidencing the Borrower's satisfaction of such covenants, supported by company-prepared financial statements reflecting up to date actuals vs budget and year-over-year comparison.	
	Financial forecasts and budget for Vector Health on a consolidated basis, including income statement, balance sheet, cash flow statement, financial covenant calculations and capital expenditure budget, supported by detailed calculations and assumptions, for each fiscal quarter.	Annually, to be provided not later than 120 days after each fiscal year-end.
	Management commentary on the key drivers of the financial results.	Annually, to be provided not later than 120 days after each fiscal year-end.
Quarterly reporting requirements	Quarterly unaudited combined consolidated and unconsolidated financial statements of the Borrower and the other corporate Credit Parties.	Quarterly, to be provided not later than 45 days after each fiscal quarter-end.
	Compliance Certificate signed by a senior officer of Vector Health, confirming that no Event of Default has occurred and providing details of the calculation of the financial covenants for the previous fiscal quarter and evidencing the Borrower's satisfaction of such covenants, supported by company-prepared financial statements reflecting up to date actuals vs budget and year-over-year comparison.	Quarterly, to be provided not later than 45 days after each fiscal quarter-end.

Financial ratios

Fixed Charge Coverage Ratio	Of at least 1.15:1 to be maintained at all times, tested quarterly on a trailing 12 month basis, based on the financial statements required to be provided pursuant to this Offer of Financing.
Funded Debt to EBITDA Ratio	Of no more than 2.10:1 at closing. Of no more than 2.50:1 after closing and until and including December 31, 2023, tested quarterly on a trailing 12 month basis, based on the financial statements required to be provided pursuant to this Offer of Financing. Of no more than 2.00:1 from and including January 1, 2024 and onwards, tested quarterly on a trailing 12 month basis, based on the financial statements required to be provided pursuant to this Offer of Financing.

Conditions required to disburse the financing products:

>	Written opinion of the legal advisors of the Credit Parties, in form and substance satisfactory to the Bank in its sole discretion, acting reasonably.
>	Receipt of a copy of this Offer of Financing executed by the Credit Parties.
>	Completion by the Bank of its due diligence with respect to the Credit Parties, their management, business, organizational structure, legal structure, operations, historical financial statements, reasonableness of financial projections, tax matters, confirmation of no material litigation, market and industry analysis, key customers and suppliers, evidence of compliance with all material laws and regulations, and such other diligence as the Bank may, in accordance with general commercial lending practices, reasonably require, all such due diligence to be satisfactory to the Bank.
>	Receipt by the Bank of duly executed copies of the Security, all in form and substance satisfactory to the Bank, and the due registration, filing and recording of such security in all applicable offices or places of registration in all relevant jurisdictions.
>	Receipt by the Bank of certified true copies of constating documents, resolutions, officer's certificates and other customary closing documents for the Credit Parties.
>	Non-existence of any Default, Event of Default or Material Unfavourable Change.
>	Payment of all fees and reasonable expenses due and owing to the Bank and its legal counsel and other advisors.
>	Duly executed and binding certificate(s) of insurance, in form and substance satisfactory to the Bank, evidencing the insurance policies maintained by the Credit Parties and covering all property given as security in favour of the Bank, up to its full replacement value, as well as a copy of each such insurance policy, and confirming that: (A) all losses under all insurance policies are payable to the Bank, as first loss payee and first mortgagee, (B) the Bank has been added as an additional insured in respect of all liability insurance policies, and (C) the insurer shall provide the Bank with at least 30 days' prior written notice of any cancellation or termination of any policy. Required insurance includes, but is not limited to: (a) Errors and omissions liability insurance in an amount not less than $1,000,000. (b) Commercial general liability insurance in an amount not less than $1,000,000. (c) Cyber liability insurance in an amount not less than $250,000. (d) Directors' and officers' liability insurance in an amount not less than $1,000,000.
>	Receipt by the Bank of all AML/KYC documentation required by the Bank for the Credit Parties, in form and substance satisfactory to the Bank.
>	Formal credit approval of the credit facilities contemplated hereby.
>	Evidence that Funded Debt to EBITDA ratio is not greater than 2.10:1 at the closing date.
>	Receipt and satisfactory review by the Bank of the Borrower's updated projection model (balance sheet, income statement, and cash flow statement) on a consolidated basis, presented on a quarterly basis, covering the tenor of the credit facilities, including detailed capital expenditure requirements (both growth and maintenance), including satisfactory review of all assumptions used to build out projections.
>	Receipt by the Bank of a *pro forma* Compliance Certificate for the most recent fiscal quarter-end preceding closing, demonstrating no Event of Default and compliance with all representations, warranties and covenants, in form and substance satisfactory to the Bank.
>	Receipt and satisfactory review by the Bank of updated quarterly reporting as of the fiscal quarter ended June 30, 2023.
>	Receipt and satisfactory review by the Bank of Vector Health's audited consolidated financial statements for the fiscal year ended December 31, 2022.
>	Repayment of all existing debt other than Permitted Debt and discharge of any existing Liens other than Permitted Liens.
>	Payment of the upfront fee and the Bank's legal fees.

>	Receipt by the Bank of such subordination and postponement agreements, intercreditor agreements and estoppel and no interest letters that it may require, each in form and content satisfactory to the Bank, in addition to the subordination and postponement agreements referred to elsewhere in this Offer of Financing.
>	Receipt by the Bank of, and its satisfaction with, all other documents required to be delivered under this Offer of Financing, or otherwise required by the Bank in connection with the financing products under this Offer, whether from the Borrower or other persons, all in form and substance satisfactory to the Bank.
>	Receipt by the Bank of, and its satisfaction with, such other information, documentation or deliveries, as the Bank may reasonably require, consistent with general lending practices and customary for a transaction of this nature.

4. Fees

Upfront fee	$10,000 fully earned and payable on receipt of this Offer.
Annual review fee	$5,000 per year payable upon the completion of each annual review.
Other fees	See other fees in Schedule A.

5. Acceptance

The undersigned confirms having read and understood this offer and Schedules A, B and C which form an integral part of this offer, and accepts all terms, conditions, security and obligations.

The undersigned also acknowledge that if several corporations are designated as Borrower on any Credit Facility, each one will be solidarily (jointly and severally) liable for the obligations.

Signed at Toronto, Province of Ontario, on the 31st day of August , 2023.

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DocuSign Envelope ID: BC43E624-8465-4035-A667-04A75A606B68

VECTOR HEALTH LABORATORIES LTD.

By: DocuSigned by: Jay Fischbach 499900D966B34F2...

Name: Jay Fischbach

Title: Chief Operating Officer

Email: JayF@keel.digital

GET A-HEAD INC.

By: DocuSigned by: Jay Fischbach 499900D966B34F2...

Name: Jay Fischbach

Title: Chief Operating Officer

Email: JayF@keel.digital

DocuSign Envelope ID: BC43E624-8465-4035-A667-04A75A606B68

Guarantors

The undersigned confirm having read and understood this offer and Schedules A and B which form an integral part of this offer, and hereby accept the terms, conditions and obligations hereof.

Signed at Toronto, Province of Ontario, on the 31st day of August, 2023.

VECTOR HEALTH LABORATORIES LTD.

By: DocuSigned by: Jay Fischbach 499900D966B34F2...
Name: Jay Fischbach
Title: Chief Operating Officer
Email: JayF@keel.digital

TULIP HEALTH INC.

By: DocuSigned by: Jay Fischbach 499900D966B34F2...
Name: Jay Fischbach
Title: Chief Financial Officer
Email: JayF@keel.digital

DocuSign Envelope ID: BC43E624-8465-4035-A667-04A75A606B68

FIQ LAB SERVICES CORP.

By: DocuSigned by: Rob Godfrey 0014223C44AB489...
Name: Robin Godfrey
Title: Secretary and Treasurer
Email: RobG@keel.digital

GET A-HEAD INC.

By: DocuSigned by: Jay Fischbach 499900D966B34F2...
Name: Jay Fischbach
Title: Chief Operating Officer
Email: JayF@keel.digital

KEEL DIGITAL SOLUTIONS LTD.

By: DocuSigned by: Jay Fischbach 499900D966B34F2...
Name: Jay Fischbach
Title: Chief Operating Officer
Email: JayF@keel.digital

DocuSigned by: Rob Godfrey 0014223C44AB489...
Robin J. Godfrey

Email: RobG@keel.digital

EXHIBIT 1

FORM OF COMPLIANCE CERTIFICATE

[see attached]

COMPLIANCE CERTIFICATE

TO:	National Bank of Canada
FROM:	Vector Health Laboratories Ltd.
DATE:	_____, 20___
RE:	Offer of financing dated as of August 31, 2023 among, *inter alia*, Vector Health Laboratories Ltd. and Get A-Head Inc. (individually and collectively, as the context may require, the "**Borrower**"), as borrowers, and National Bank of Canada (the "**Bank**"), as lender (as amended, restated, modified, supplemented or replaced from time to time, the "**Offer of Financing**").

Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Offer of Financing.

In accordance with the Offer of Financing, the undersigned, being the duly appointed _____ of the Borrower, hereby certifies for and on behalf of the Borrower and not in his or her personal capacity that:

1. I have read and am familiar with the provisions of the Offer of Financing related to the matters set out herein, and have made or caused to be made such examinations and investigations as I have deemed necessary or appropriate to enable me to express an informed opinion as to the matters set out herein.

2. All of the covenants set forth in the Offer of Financing, financial and non-financial (including, for greater certainty, the Fixed Charge Coverage Ratio and the Funded Debt to EBITDA Ratio) to be performed or complied with by the Borrower as at or prior to the last day of the Borrower's most recently completed fiscal quarter have been performed or complied with.

3. Attached hereto as Appendix A are the unaudited quarterly combined consolidated and unconsolidated financial statements of the Borrower and the other corporate Credit Parties for the most recently completed fiscal quarter delivered to the Bank in accordance with the "Financial conditions" section of the Offer of Financing. The amounts and calculations expressed herein are based on such financial statements, and such financial statements include a detailed breakdown sufficient to permit the Bank to determine how the amounts reported in Appendix B in respect of the financial covenants (including the components thereof) were calculated.

4. The Fixed Charge Coverage Ratio as at the last day of the Borrower's most recently completed fiscal quarter, as required pursuant to the "Financial ratios" section of the Offer of Financing, is _____ to 1, and has been determined on the basis of the calculations set forth in Appendix B attached hereto.

5. The Funded Debt to EBITDA Ratio as at the last day of the Borrower's most recently completed fiscal quarter, as required pursuant to the "Financial ratios" section of the Offer of Financing, is _____ to 1, and has been determined on the basis of the calculations set forth in Appendix B attached hereto.

6. All representations and warranties of the Borrower and the other Credit Parties set forth in the Offer of Financing are true and accurate as at the date hereof as if made on and as of such date, except to the extent that such representations and warranties refer specifically to an earlier date, in which case such representations and warranties shall be true and accurate as of such earlier date.

7. No Default or Event of Default has occurred and is continuing as at the date hereof.

8. No Material Unfavourable Change has occurred subsequent to the date of the last quarterly financial statements of the Borrower and the other Credit Parties.

[signature page follows]

Signed as of the date first written above.

_____

Name:
Title:

APPENDIX A

UNAUDITED QUARTERLY COMBINED CONSOLIDATED AND UNCONSOLIDATED FINANCIAL STATEMENTS OF THE BORROWER AND OTHER CORPORATE CREDIT PARTIES

[see attached]

APPENDIX B

FINANCIAL CALCULATIONS

Funded Debt to EBITDA Ratio

(A) =	indebtedness for borrowed money including any capitalized interest	_____
(B) =	the face amount of outstanding letters of credit and letters of guarantee	_____
(C) =	corporate guarantees in favour of third parties and other contingent obligations	_____
(D) =	negative mark-to-market of permitted hedging transactions	_____
(E) =	subordinated debt, excluding any deeply subordinated debt that is subject to a subordination and postponement agreement in form and substance satisfactory to the Bank	_____
(F) =	outstanding balance of the purchase price, deferred purchase price or earnout obligations in connection with any acquisition of assets or Equity Interests, or services	_____
(G) =	(A) plus (B) plus (C) plus (D) plus (E) plus (F) **[= Funded Debt]**	_____
(H) =	net earnings on a trailing 12-month basis	_____
(I) =	interest on a trailing 12-month basis	_____
(J) =	taxes on a trailing 12-month basis	_____
(K) =	management fees on a trailing 12-month basis	_____
(L) =	depreciation on a trailing 12-month basis	_____
(M) =	amortization on a trailing 12-month basis	_____
(N) =	transaction costs incurred in connection with the Offer	_____
(O) =	non-cash items	_____
(P) =	other extraordinary gains/losses and non-recurring items approved by the Bank	_____
(Q) =	(H) plus (I) plus (J) plus (K) plus (L) plus (M) plus (N) plus (O) plus (P) **[= EBITDA]**	_____
(R) =	(G) divided by (Q) **[= Funded Debt to EBITDA Ratio]**	_____

Fixed Charge Coverage Ratio

(A) =	EBITDA (as determined in line (Q) for the Funded Debt to EBITDA Ratio)	_____
(B) =	Unfunded Capital Expenditures	_____
(C) =	cash Taxes	_____
(D) =	cash Distributions	_____
(E) =	(B) plus (C) plus (D)	_____
(F) =	(A) minus (E)	_____
(G) =	cash interest	_____
(H) =	scheduled principal payments made during the given fiscal year	_____
(I) =	(G) plus (H)	_____
(J) =	(F) divided by (I) **[= Fixed Charge Coverage Ratio]**	_____

SCHEDULE A
to Offer of Financing of National Bank of Canada

Conditions governing the financing products

Disbursement and repayment conditions

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

1. The conditions set out in the Offer (and any other agreement between the Borrower and the Bank, if applicable) have been met;
2. The required charges and fees have been paid;
3. Any document required by the Bank has been signed and given to it;
4. Security interests have been registered, with the applicable rank, when required;
5. No Material Unfavourable Change has occurred; and
6. The Borrower has provided a Borrowing Notice upon 2 days' notice to the Bank.

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

Demand financing products

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

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

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

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

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

1. The immediate payment of a lump sum so that the amount used is equal to or less than the available amount;
2. That new investments, securities or other financial assets be given as security.

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

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

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

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

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

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

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

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

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

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

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

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

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

The agreements related to this product are: the declaration of the risks relating to credit with interest rate swaps, the foreign currency conversion agreement, the *International Swap and Derivatives Association* (ISDA) master agreement, the *Credit Support Annex* (CSA) agreement and the confirmation, as applicable, of any transaction. The Borrower agrees to execute and deliver to the Bank all of the foregoing agreements as may be required by the Bank, in form and substance satisfactory to the Bank.

Term financing products

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

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

The product remains subject to the other conditions then applicable.

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

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

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

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

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

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

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

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

Repayment before the end of the term

- **Floating-rate disbursements.** The Borrower may repay the amounts disbursed if the repayment is made from the Borrower's Excess Generated Funds or through a capital stock issue. If the repayment comes from other sources, the Bank will apply a penalty of three months' interest on the repaid principal and withhold this penalty from the Borrower's repayment.
- Partial repayments will be applied to the final payment of principal and/or interest or any other amount owed by the Borrower, at the Bank's discretion.
- **Fixed-rate disbursements.** The Borrower cannot repay the amounts disbursed before the end of the term.
- **Annual repayment option**. When offered, this option allows the Borrower to make a non-cumulative repayment before the end of the term, up to 15% of the original authorized amount of the product affected as of the first anniversary date of the final disbursement, without penalty. Such repayment must come from the Borrower's Excess Generated Funds or through a capital stock issue and will be applied without any change to the original method of payment, which remains in force.

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

Bankers' acceptances

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

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

9. If a bankers' acceptance is not renewed at maturity, it becomes a floating-rate advance;
10. In the case of a conversion by way of a bankers' acceptance, the Discounted Proceeds of the bankers' acceptance will be applied to the repayment of the floating-rate advance covered by the conversion and the Borrower will pay to the Bank the Stamping Fees for issuing the new bankers' acceptance, failing which the Bank will not be obligated to comply with the request for conversion.

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

The discount rate applicable to bankers' acceptances is subject to the terms and conditions of Schedule B to this Offer.

Representations and warranties

The Borrower and each Guarantor hereby represent and warrant to the Bank the truth and accuracy of the following:

- **Legal existence.** It is duly constituted and organized, validly existing and operating in accordance with the laws applicable to it.
- **Absence of Default**. It is not in default under any of the terms and conditions of this Offer.
- **Power and capacity; enforceabililty.** It has the required power and capacity to execute this Offer and the other Loan Documents, and perform its obligations under these documents, and each of these documents are valid and enforceable against it.
- **Compliance with obligations.** It complies with its contractual obligation towards the Bank and any other party.
- **Commercial activities.** The Borrower contracts the financing covered by this Offer for its commercial activities.
- **Financial Information.** The balance sheet, the most recent financial statements and other financial information submitted to the Bank are true, accurate and complete, and fairly represent the current financial situation of the Borrower and the other Credit Parties. They are prepared based on generally accepted accounting principles established by the Accounting Standards Board.
- **Ownership of property.** It has good and marketable title to all its property, which is free and clear of any Prior Claims or Liens, except for Permitted Liens.
- **Litigation.** It is not involved in any dispute or legal proceedings which could have a material impact on its financial position or on its capacity to operate its company, or which could be expected to result in a Material Unfavourable Change.
- **Taxes.** It has paid (or will pay at expiry) all the taxes and duties that it is bound to pay or that are imposed on its property, without subrogation or payment agreement.
- **Pensions.** It is in compliance with any of its pension plans and any obligations thereunder, in accordance with the terms of such pension plans and any applicable laws.
- **Intellectual property.** It is the sole owner of the Intellectual Property which it purports to own. The Intellectual Property is valid and enforceable and no part of the Intellectual Property has been judged invalid or unenforceable. The Credit Parties do not rely on the Intellectual Property in carrying on their business and the Intellectual Property is not a material asset of the Credit Parties. There have been no claims made against the applicable Credit Party that any part of the Intellectual Property violates the rights of any third party.
- **Environmental.** The business carried on and the property owned or used at any time by the Borrower and the Guarantors (including the lands owned or occupied by them and the waters on or under such lands) have at all times been carried on, owned or used in compliance with all applicable environmental laws. None of the Borrower or the Guarantors is subject to any proceedings alleging the violation of any environmental law, and no part of its business or property is the subject of any proceeding to evaluate whether remedial action is needed as a result of the release from or presence of any hazardous material on any lands owned or occupied by it.
- **Compliance with laws.** The Borrower and the Guarantors are in full compliance with all applicable laws, including environmental laws.

Covenants

Positive Covenants

The Borrower and each Guarantor undertake to:

- **Continuation of the company**. Maintain the existence of its company and not modify its corporate structure. Comply, and have each subsidiary (if any) comply with all applicable laws and governmental rules and regulations to which it is subject.
- **Purpose of financing**. Use the financing product for the purposes set out in this Offer.
- **Information and documents**. Provide the Bank with any information or document that the Bank may reasonably request and ensure that this information or these documents, regardless of the medium (paper, electronic, verbal or other) and whether or not they are signed by a representative, be accurate so that the Bank may deem them to be validly issued without further formality.
- **Security.** Grant to the Bank any additional security that it may require from time to time.
- **Visit and access**. At all times, give the Bank's representatives or mandataries/agents the right to visit and access its establishments, the right to examine its books of account and other records, and take excerpts therefrom or make copies thereof.
- **Insurance.** Maintain insurance coverage on its property against loss or damages caused by fire, general liability insurance and insurance against any other risk as is customarily maintained by the same type of company. Pay all premiums necessary for such purpose as the same shall become due and provide particulars of all such policies and all renewals thereof to the Bank upon written request. Add the Bank as first loss payee and first mortgagee under such policies, and additional insured, as applicable, together with a customary mortgage endorsement on terms satisfactory to the Bank, and confirmation from the

insurer under each such policy that it will provide not less than 30 days prior written notice to the Bank of any cancellation or termination of such policy.

- **Environment.**

  1.Comply with all legal requirements regarding the protection of the environment with respect to its property and all the sites where it operates its company;

  2.Provide, at its expense and upon request from the Bank, any information or report concerning its environmental situation or any neighbouring property; and

  3.Indemnify the Bank and its representatives for any damage or any liability which they may incur as a result of non-compliance by any of the Credit Parties with legal requirements.

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

- **Changes to management.** Notify the Bank within 30 days after any changes in the key management or the board of directors of any of the Credit Parties.

- **Taxes.** Pay and discharge, before the same shall become delinquent, (i) all material taxes, assessments and governmental charges or levies imposed upon it or upon its assets, and (ii) all lawful claims which, if unpaid, might by applicable law become a Lien (other than a Permitted Lien) upon its assets. Duly file with all applicable governmental authorities all returns related to taxes as and when required by applicable law.

- **Payment when due.** Duly and punctually pay or cause to be paid all amounts required to be paid by it to the Bank pursuant to the Loan Documents or any treasury contract, including principal, interest, fees, treasury contract breakage costs, other fees and expenses and any other amounts, at the times, in the currencies and in the manner set forth herein or therein.

- **Payment of other debt.** Duly and punctually pay all of its other debt in the ordinary course of business except to the extent otherwise prohibited hereunder or to the extent such debt is being contested in good faith.

- **Observance of covenants.** Observe and perform all of the covenants, agreements, terms and conditions to be observed and performed by it in the Loan Documents.

- **Intellectual Property**.

  Protect, defend and maintain the validity and enforceability of its Intellectual Property and promptly advise the Bank of any material infringement of its Intellectual Property or any other event that could reasonably be expected to materially or adversely affect the value of its Intellectual Property and not allow any Intellectual Property material to it to be abandoned, forfeited or dedicated to the public.

  Provide the Bank with prompt notice if (i) any of the Credit Parties registers, or intends to register, any Intellectual Property with the Canadian Intellectual Property Office or similar office in any other jurisdiction, or (ii) if any of the Credit Parties acquires any Intellectual Property that has been registered with the Canadian Intellectual Property Office or similar office in any other jurisdiction, to allow the Bank to make such registrations it deems necessary to protect, perfect and preserve its security interest in such Intellectual Property.

- **Events of Default**. Notify the Bank, without delay, of any Event of Default or any other event which, following notice or the expiry of a time period, may constitute an Event of Default.

- **Survival of representations and warranties.** Ensure that each representation and warranty set out in this document remain true and accurate at all times.

- **Vector Health Laboratory Services Ltd.** Ensure that Vector Health Laboratory Services Ltd. does not, at any time, constitute 5% or more of EBITDA or own, legally or beneficially, assets with a fair market value of 5% or more of the assets of the Credit Parties on a consolidated basis. Should either of the foregoing occur at any time, the Borrower shall, and shall cause Vector Health Laboratory Services Ltd. to, provide to the Bank, promptly upon request, in form and substance satisfactory to the Bank, (a) an unlimited guarantee from Vector Health Laboratory Services Ltd., guaranteeing all of the Obligations of the Credit Parties to the Bank, (b) a general security agreement from Vector Health Laboratory Services Ltd. granting in favour of the Bank a first-ranking security interest in all of its present and after-acquired personal property, (c) a pledge by the Borrower in favour of the Bank of the shares owned by it in the capital of Vector Health Laboratory Services Ltd., (d) any other security that the Bank may reasonably require, and (e) a joinder agreement from Vector Health Laboratory Services Ltd. agreeing to be a party to this Offer, together with related corporate documentation and legal opinion. Until such guarantee, general security agreement, pledge of shares, joinder agreement and any other security are provided, none of the Credit Parties shall pay any funds or transfer any assets to Vector Health Laboratory Services Ltd.

Negative Covenants

The Borrower and each Guarantor shall not, without the prior written consent of the Bank:

- **Distributions**. Make any Distribution unless (a) at the time of such Distribution, the Funded Debt to EBITDA ratio is less than 1.00:1 and (b) no Default or Event of Default has occurred and is continuing at the time of such Distribution, and such Distribution could not reasonably be expected to result in a Default or Event of Default.

- **Indebtedness.** Create, incur, assume or suffer to exist, or make payment on, any indebtedness, except Permitted Debt.

- **Liens.** Create, grant, incur, assume or suffer to exist any Liens on any of its property or assets, except Permitted Liens.

- **Guarantees**. Grant financial assistance, make an investment or provide a guarantee to a third party other than a subsidiary.

- **Nature of business**. Modify the nature of its business or operations or its company.

- **Change to project**. Significantly modify a project financed by the Bank.

- **Merger.** Amalgamate with any other company or continue its existence in another jurisdiction.

- **Disposal of property**. Sell, lease or dispose of (a) any Intellectual Property or (b) a material portion of any other property or assets owned by it.

- **Capital expenditures.** Make or incur any capital expenditures.
- **Investments and Acquisitions.** Directly or indirectly make any investments or Acquisitions, other than (a) Permitted Acquisitions, and (b) the purchase of assets as needed for its business in the ordinary course of business.
- **Hedging transactions**. Enter into or suffer to exist any hedging transactions, hedging agreements, hedging arrangements or similar understandings or obligations, other than with the Bank and which are entered into for risk management purposes and not for speculative gain.
- **Change in capital structure**. Allow any change in the direct or indirect share ownership, direct or indirect ownership, direct or indirect control or capital structure of the Borrower or any Guarantor.
- **Fiscal year**. Change its fiscal year, other than for bona fide tax planning purposes.
- **Change of name**. Change its name or adopt a French form of name or change or the jurisdiction of its organization, or its place of administration or principal office or chief executive office, in each case, without providing the Bank with 30 days prior written notice thereof.
- **Amendments to organizational documents**. Amend its organizational documents in a manner that would be prejudicial to the interests of the Bank under the Loan Documents.
- **Pledge of Equity Interests**. Allow any of the Equity Interests of the Borrower or any Guarantor to be pledged to any person other than the Bank.
- **Related party transactions**. Directly or indirectly (a) purchase, acquire, lease or licence any asset, right or service from, or (b) sell, transfer, lease or licence any assets, right or service to, in each case, any person not at arm's length with any of the credit Parties, except for:

  (a) transactions among Credit Parties or at prices and on terms not less favourable to the Credit Parties than those which would have been obtained in an arm's length transaction with an arm's length person, as such terms are evidenced in an agreement among the applicable parties to be provided to the Bank prior to the consummation of such transaction; and

  (b) reasonable employment and severance arrangements between the Credit Parties and any of the officers thereof, as determined in good faith by the board of directors or senior management of the relevant person.
- **Restrictions on assignment**. Assign its rights hereunder.
- **Bank accounts and services.** Maintain any accounts, including savings, investment, deposit and operating accounts, or avail itself of any banking services, with any financial institution in any jurisdiction, other than with the Bank; provided that the Credit Parties shall have 60 days following the date of this Offer to close any existing accounts with non-Bank financial institutions and transfer the deposits therein to one or more accounts with the Bank.

Default

The occurrence of one or more of the following events will constitute an event of default (each, an "**Event of Default**"):

1. The Borrower fails to pay any amount owed to the Bank.
2. The Borrower or any Guarantor has made a false representation or warranty in this Offer or in any other agreement or document provided at any time to the Bank in connection with this Offer or the other Loan Documents.
3. The Borrower or any Guarantor did not comply with its commitments and obligations towards the Bank under this Offer or the other Loan Documents, including a breach of any covenants or conditions (including financial covenants); provided that in the case of a breach of any of the positive covenants listed under the heading "Positive Covenants" above (other than the positive covenants entitled "Payment when due", "Observance of covenants" as they relate to payment covenants, negative covenants and financial covenants, and "Events of default"), the Borrower or Guarantor, as applicable, shall have 10 days to cure such breach if such breach is curable within such 10 day period.
4. The Borrower or any Guarantor ceases or threatens to cease to carry on the business currently being carried on by it or a substantial portion thereof.
5. The Borrower or any Guarantor becomes insolvent or is declared bankrupt.
6. The Borrower or any Guarantor avails itself of a law governing its bankruptcy, restructuring, reorganization, dissolution, winding-up or arrangement, or a third party initiates proceedings towards the Borrower or any Guarantor under any such law.
7. A receiver, receiver and manager, administrator, interim receiver or trustee is appointed with respect to the Borrower or any Guarantor, or its property.
8. The property of the Borrower or any Guarantor is subject to a seizure/foreclosure proceeding, prior notice of the exercise of a hypothecary right, notice to withdraw authorization to collect claims or any other remedy exercised under laws governing security interests.
9. The Borrower or any Guarantor is in default under the terms of any agreement with the Bank, any financial institution or government entity, or any other creditor.
10. This Offer and any other related document cannot remain in full force or the Security ceases to retain the rank set out in this Offer.
11. The property of the Borrower or any Guarantor or any part thereof is seized or otherwise attached or is subject to a taking of possession by anyone.
12. Any final judgment or order (subject to no further right of appeal) for the payment of money in excess of $500,000 (net of any amounts available for the satisfaction of such judgment pursuant to any enforceable contract of insurance) is rendered against or in respect of the Borrower or any Guarantor, or any of their respective assets, and either (a) enforcement proceedings have been commenced, or may be commenced within 5 Business Days, by a creditor upon the judgment or order, or (b) there is any period of 60) consecutive days during which a stay of enforcement of the judgment or order, by reason of a pending appeal or otherwise, is not in effect.
13. The Bank believes in good faith that the prospect of payment or performance of any of the obligations of the Borrower or any Guarantor to the Bank is materially impaired or that the Bank's

collateral is in material danger of being lost, damaged or confiscated, or of being encumbered by the Borrower or any Guarantor or seized or otherwise attached.

14. A Change of Control occurs.
15. A Material Unfavourable Change occurs.

Remedies

Upon the occurrence of any Event of Default, the Bank may exercise the following remedy:

1. Terminate any financing product, declare liquid and payable all the Borrower's monetary obligations not yet due at that time and claim immediate payment of all amounts owing without further notice or demand;
2. Withhold any amount collected or received, including the balance of any proceeds from the realization on the Security and apply it to any portion of the Borrower's indebtedness to the Bank;
3. Demand payment from the Guarantors, or any one or more of them, of all amounts owing by the Borrower under this Offer or the other Loan Documents;
4. Exercise the rights and remedies conferred by law and the documents related to this Offer.

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

Interest

Calculation.

1. Any interest is calculated on the daily balance and not in advance, on the basis of a 365-day year, except in cases where the interest is calculated on the basis of a 360-day year. For the purposes of the *Interest Act* (Canada), the annual rate corresponding to the rate calculated on this basis is equal to the rate thus calculated multiplied by the actual number of days included in the year concerned and divided by 365 days or by 360 days, as the case may be. If the payment is payable on a non-business day and the payment is made on the next business day, this delay shall be taken into consideration when calculating the interest.
2. Unless otherwise stipulated, the interest is payable monthly, on the 26th day of each month, with minimum fees of $10.00 for every demand financing product. However, the interest payable (or any amount considered interest under the law) can never exceed the maximum interest amount permitted by law. If this maximum were to be reached, the interest amount would be reduced as to not exceed this maximum.
3. Any amount that is not paid at maturity will bear interest at the rate of the financing product concerned. The interest on arrears will be compounded monthly and payable on demand.

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

Miscellaneous provisions

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

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

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

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

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

Indemnification. The Borrower and any Guarantor agree to indemnify the Bank (including its officers, directors, employees and agents) against any damages and costs suffered or incurred by the Bank and claims brought against the Bank resulting from or related to, directly or indirectly, this Offer. This obligation will survive the cancellation of the Credit Facilities under this Offer and the full and final payment of any amount owing by the Borrower and the Guarantors to the Bank.

Notices. Without prejudice to any other method of giving notice, all communications provided for or permitted under the Offer shall be in writing and delivered to the addressee by prepaid private courier or sent by email to the applicable address and to the attention of the officer of the addressee as follows:

(a) to the Borrower or any Guarantor:

c/o Vector Health Laboratories Ltd.
2 Bloor Street East
Suite 810
Toronto, ON M4W 1A8
Contact: Kelly Ehler
Email: KellyE@keel.digital

(b) to the Bank:
130 King Street West
Suite 3500
Toronto, ON M5X 1J9

Contact: Dave Lovett
Email: dave.lovett@nbc.ca

Any communication transmitted by prepaid private courier shall be deemed to have been validly and effectively given or delivered on the Business Day after which it is submitted for delivery. Any communication transmitted by email shall be deemed to have been validly and effectively given or delivered on the day on which it is transmitted or sent, if transmitted on a Business Day on or before 5:00 p.m. (local time of the intended recipient), and otherwise on the next following Business Day. Any party may change its address for service by notice given in the foregoing manner.

Records. The Bank will keep records evidencing the transactions performed. These records are presumed to provide evidence as to the indebtedness of the Borrower towards the Bank.
The following changes to or processing of the Bank's records will not result in the novation of financing products or the Borrower's indebtedness towards the Bank:

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

Scope. This Offer:

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

Currency. All dollar amounts referred to in this Offer are in the lawful currency of Canada.

Counterparts. This Offer may be executed in several counterparts, and each of the parties may sign a different counterpart. All such counterparts taken together constitute one and the same document. The transmission by email of the Offer signed by the Borrower or any Guarantor (including by electronic signature, pdf, DocuSign or other electronic delivery) has the same effect as if the Borrower or Guarantor had manually delivered to the Bank a copy of this Offer signed by it. Such electronic counterparts are deemed to be originals.

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

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

Governing law and jurisdiction. This Offer will be construed and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The courts of the Province of Ontario will have jurisdiction over any dispute related to this Offer and the exercise of any resulting remedy.

Conflict. If there is any conflict between the provisions contained in this Offer and any agreement or other document entered into in connection therewith, such that the conflicting provisions cannot reasonably co-exist, then the provisions contained in this Offer shall govern and shall override the provisions contained in such conflicting agreement or other document. Notwithstanding the foregoing:
(a)if such other agreement or document includes a provision or concept that is not contained within this Offer, that will not be deemed to be a conflict; and
(b)any provision or concept that is included within the such other agreement or document to enable the Bank to obtain valid, enforceable and first-ranking guarantees and security (as contemplated in this Offer) within the applicable jurisdiction, will be permitted irrespective of whether it conflicts with this Offer.

Definitions

For the purposes of the Offer including this Schedule A, the terms set forth below shall have the meanings assigned thereto. Capitalized terms not otherwise defined in this Schedule A shall have the respective meanings assigned to such terms in the Offer.

"**Acquisition**" means, with respect to any person, any transaction or series of related transactions for the direct or indirect (a) acquisition of assets of any other Person constituting a business or undertaking or division of any person, or (b) acquisition of any Equity Interests of any person, including acquisitions by amalgamation or other form of merger.

"**Borrowing Notice**" means a borrowing notice in the form attached to this Offer as Schedule C.

"**Business Day**" means any day, other than Saturday or Sunday, on which the offices of the Bank are open in the Province of Ontario.

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

"**Change of Control**" means any transaction or series of transactions, as a result of which any one of the following occurs:

(a) Robin Godfrey ceases to own, directly or indirectly, legally and beneficially, a minimum of 51% of the issued and outstanding Equity Interests of the Borrower and each of the Guarantors; or

(b) Robin Godfrey ceases to Control the Borrower or any corporate Guarantor; or

(c) Vector Health Laboratories Ltd. ceases to own 100% of the issued and outstanding Equity Interests in the capital of each of the other corporate Credit Parties.

"**Control**" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a person or to elect the majority of the board of directors of a person, whether through the ability to exercise voting power, by contract or otherwise.

"**Credit Facilities**" means the credit facilities and financing products made available to the Borrower pursuant to this Offer, including Credit Facility A (revolving operating term loan), Credit Facility B (non-revolving term loan) and Credit Facility C (global net risk line for derivatives).

"**Credit Parties**" means, collectively, the Borrower and each Guarantor, and "**Credit Party**" means any one of them.

"**Default**" means an event or condition which, with the giving of notice or passage of time, or both, would constitute an Event of Default.

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

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

"**Distribution**" means (i) any payment, declaration of dividend or other distribution or return of capital, whether in cash or property, to any holder of Equity Interests of any class of such person, (ii) any repurchase, redemption, retraction or other retirement or purchase for cancellation of Equity Interests of such person, or of any options, warrants or other rights to acquire any of such Equity Interests; (iii) any repayment of principal on any loans to any holder of Equity Interests of such person, management or affiliates of such person; or (iv) the payment of any management fee or similar fee to any officer or director of such person, but, for greater certainty, excluding salaries paid to any officer or director of such person in the ordinary course of business.

"**Equity Interests**" means all shares, options, warrants, general or limited partnership interests, membership interests or other equivalents (regardless of how designated) of or in a corporation, partnership, limited partnership, limited liability company, unlimited liability company or equivalent entity, or any other person, whether voting or non-voting, participating or non-participating, including common stock, preferred stock or any other equity security.

"**Excess Generated Funds**" means [net income + amortization +/- deferred income taxes for a given fiscal year] - [principal payments made during the given fiscal year].

"**Guarantors**" means, collectively, the Borrower in its capacity as a guarantor, Tulip Health Inc., FIQ Lab Services Corp., Get A-Head Inc. in its capacity as a guarantor, Keel Digital Solutions Ltd. and Robin J. Godfrey, and any other person that is a guarantor from time to time of the indebtedness, liabilities and obligations of the Credit Parties under or in connection with this Offer, and "**Guarantor**" means any one of them.

"**Intellectual Property**" means (i) all of the Borrower's or any guarantor's, as applicable, right, title and interest in and to copyrights, trademarks, industrial designs, patents, source code, design rights and trade secrets, and all licenses with respect thereto, including, without limitation, any rights to unpatented inventions, know-hows and operating manuals, (ii) all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect damages for such infringement of intellectual property rights identified above, (iii) all goodwill associated with any of the foregoing, and (iv) all license fees and royalties arising from use of such licenses and rights, to the extent permitted herein.

"**Investment**" means , in respect of any person, any:

(a) advances, loans, guarantees or other extensions of credit or capital contributions or the provision of any other financial assistance of any kind made by such person to any other person (by means of transfers of money or other assets), and, for greater certainty, includes any debt of any other person guaranteed by such person; and

(b) any purchase or acquisition of, or any other type of investment in, any bonds, notes, debentures or other debt securities of, any other person.

The amount of any Investment will be the original cost of such Investment, plus the cost of all additions thereto and minus the amount of any portion of such Investment repaid to such person in cash as a return of capital or as proceeds of disposition, but without any other adjustments for increases or decreases in value, or write-ups, write-downs or write-offs with respect to such Investment. In determining the amount of any Investment involving a transfer of any property other than cash, such property will be valued at its fair market value at the time of such transfer.

"**Liens**" means liens, charges, mortgages, deeds of trust, deeds to secure debt, trust deeds, pledges, security interests, hypothecs, adverse claims, defects of title, deposit arrangements, any other similar rights of third parties relating to any asset or property, and any other similar lien of any kind that in substance secures payment and performance of an obligation.

"**Loan Documents**" means, collectively, this Offer, the Security and all other documents, certificates, control agreements, fee letters, instruments and agreements executed and delivered, or to be executed and delivered, to the Bank by any Credit Party or any other Person as contemplated hereunder and thereunder, and any one or more of such documents.

"**Material Unfavourable Change**" means a change, situation or event producing an effect deemed unfavourable by the Bank on (a) the inherent risk in the financing, (b) the situation (financial or other), operations, property or company of the Borrower or any Guarantor, (c) the capacity of the Borrower or any Guarantor to meet its obligations to the Bank, (d) the property given as security

or the security given on such property, or (e) the rights and remedies of the Bank under this Offer and any related document.

"**Maturity Date**" means August 31, 2025.

"**Offer**" and "**Offer of Financing**" each means the Offer of Financing to which this Schedule A is attached and forms part thereof, together with Schedules A, B and C, as such Offer of Financing and/or Schedule A and/or Schedule B and/or Schedule C may be amended, restated, modified, supplemented, renewed or replaced from time to time.

"**Permitted Acquisition**" means any acquisition of assets or Equity Interests provided that:

(a) Consideration for any single acquisition shall not exceed $1,000,000 without the Bank's prior written consent;

(b) Such acquisition is accretive, non-hostile, and in a similar or related business to that carried on by the Credit Parties;

(c) The Borrower shall provide the Bank with (i) a summary of the transaction including strategic rationale, (ii) sources/uses table, (iii) management transition plan, (iv) historical target financials and, (v) an updated consolidated forecast model;

(d) In the case of an acquisition of Equity Interests, the target of the acquisition must be located in Canada or the United States or another jurisdiction acceptable to the Bank;

(e) In the case of an acquisition of Equity Interests, the target of the acquisition shall be directly or indirectly a wholly owned subsidiary of the Borrower upon completion of the acquisition;

(f) In the case of an acquisition of Equity Interests, the target must provide Security of the same type as provided by the Credit Parties;

(g) In the case of an acquisition of Equity Interests, all debts of the target of the acquisition shall be repaid in full or cancelled on or before closing;

(h) There shall be no Default or Event of Default after the completion of such acquisition;

(i) The Borrower shall provide a *pro forma* Compliance Certificate signed by a senior officer of the Borrower, confirming that no Default or Event of Default has occurred and *pro forma* compliance with the financial covenants; and

(j) The Borrower shall provide such due diligence information relating to the acquisition and the target as the Bank may reasonably request, and the Bank shall be satisfied with the results of all due diligence conducted and reviewed by it.

"**Permitted Debt**" means, without duplication: (i) debt owing to or in favour of the Bank including, without limitation, pursuant to this Offer, and (ii) debt consented to by the Bank in writing in its discretion.

"**Permitted Liens**" means (i) statutory liens and encumbrances not at the time overdue; (ii) encumbrances or liens for taxes, duties and assessments which are not overdue; (iii) encumbrances or liens or rights of distress reserved in or exercisable under any lease for rent or for compliance with the terms of such lease (provided that the recognition of such liens or encumbrances or rights as a Permitted Lien shall not prejudice the priority of the Bank's security over such encumbrances or liens or rights as determined in accordance with applicable law); (iv) undetermined or inchoate encumbrances or liens incidental to the normal business operations of the Borrower or any Guarantor not at the time overdue; (v) encumbrances or liens in favour of the Bank; (vi) encumbrances or liens consented to in writing by the Bank; (vii) the Liens set out in Appendix 1 hereto in the amounts outstanding as of the date hereof; and (viii) any extension, renewal or replacement of any of the foregoing.

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

"**Security**" means the guarantees, agreements and other documents referred to in Section 2 of this Offer, and any other agreements, documents and instruments provided by the Borrower and any Guarantor to the Bank from time to time.

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

Financial ratios

The financial ratios set out herein are defined as follows.

Fixed Charge Coverage Ratio:

$$\frac{\text{EBITDA} - [\text{Unfunded Capital Expenditures} + \text{cash Taxes} + \text{cash Distributions}]}{\text{cash interest} + \text{scheduled principal payments}}$$

Funded Debt to EBITDA Ratio:

$$\frac{\text{Funded Debt}}{\text{EBITDA}}$$

"**EBITDA**" means, for any period, in respect of Vector Health on a consolidated basis, the net earnings of Vector Health on a consolidated basis for such period, plus (to the extent deducted in the calculation of net earnings, and without duplication) the following amounts of Vector Health determined on a consolidated basis (a) interest expense, (b) Taxes, (c) management fees, (d) depreciation and amortization, (e) transaction costs incurred in connection with this Offer, (f) non-cash items, and (g) subject to the Bank's consent, other extraordinary gains/losses and non-recurring items. For certainty, EBITDA includes/excludes the trailing 12 months' EBITDA of any assets or Equity Interests acquired/sold during the reporting period on a *pro forma* basis.

"**Funded Debt**" means, collectively, at any time, in respect of Vector Health on a consolidated basis, (a) all indebtedness for borrowed money including any capitalized interest thereon, (b) the

face amount of outstanding letters of credit and letters of guarantee, (c) corporate guarantees in favour of third parties and other contingent obligations, (d) the negative mark-to-market of all permitted hedging transactions, (e) subordinated debt, excluding any deeply subordinated debt that is subject to a subordination and postponement agreement in form and substance satisfactory to the Bank, and (f) the outstanding balance of the purchase price, deferred purchase price or earnout obligations in connection with any acquisition of assets, Equity Interests, or services.

"**Taxes**" means any taxes, duties, fees, premiums, assessments, imposts, levies and other charges of any kind whatsoever imposed by any governmental authority, including all interest, penalties, fines, additions to tax or other additional amounts imposed by any governmental authority in respect thereof, and including those levied on, or measured by, or referred to as, income, gross receipts, profits, capital, transfer, land transfer, sales, goods and services, harmonized sales, use, value-added, excise, stamp, withholding, business, franchising, property, development, occupancy, employer health, payroll, employment, health, social services, education and social security taxes, all surtaxes, all customs duties and import and export taxes, countervail and anti-dumping, all licence, franchise and registration fees and all employment insurance, health and Canada, Québec and other government pension plan premiums or contributions.

"**Unfunded Capital Expenditures**" means, for any period, the aggregate of all capital expenditures of Vector Health on a consolidated basis, which are not financed with advances under Credit Facility A under this Offer.

APPENDIX 1 TO SCHEDULE A

to Offer of Financing of National Bank of Canada

Registrations under the *Personal Property Security Act* (Ontario)

Debtor	Secured Party	Reference File No.	Collateral Classification	General Collateral /Motor Vehicle Description
Vector Health Laboratories Ltd.	Computershare Trust Company of Canada, as Collateral Agent	786382479	Inventory, Equipment, Accounts, Other, Motor Vehicle Included	N/A
Vector Health Laboratories Ltd. Robin J. Godfrey Paul Godfrey Rob Godfrey	Hyundai Capital Lease Inc. Genesis Motor Finance	776091906	Consumer Goods, Other, Motor Vehicle Included	2022 GENESIS GV70 (VIN: KMUMCDTC0NU013639) 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.
Vector Health Laboratories Ltd. Robin J. Godfrey Robin Godfrey	GM Financial Canada Leasing Ltd.	756335691	Consumer Goods, Other, Motor Vehicle Included	2019 BUICK ENCLAVE AWD (VIN: 5GAEVBKW7KJ219394)
Elle J. Godfrey Robin J. Godfrey Paul Godfrey	The Bank of Nova Scotia	795084408	Equipment, Other, Motor Vehicle Included	2022 LAND ROVER RANGE ROVER EVOQUE (VIN: SALZJ2FX7NH169681) OUR SECURITY INTEREST IS LIMITED TO THE MOTOR VEHICLES LISTED ABOVE AND THE PROCEEDS OF THOSE VEHICLES.
Robin J. Godfrey	Firm Capital Mortgage Fund Inc.	785226024	Accounts, Other	GENERAL ASSIGNMENT OF RENTS AND LEASES SECURED OVER 10 ORMSBY CRESCENT, TORONTO, ONTARIO M5P 2V3.
Robin J. Godfrey	VW Credit Canada Inc.	781058754	Consumer Goods, Other, Motor Vehicle Included	2022 AUDI E-TRON GT (VIN: WAUCJBFW9N7006361).
Nicole D. Peerenboom Robin J. Godfrey	TD Auto Finance (Canada) Inc.	775291194	Consumer Goods, Equipment, Other, Motor Vehicle Included	2021 CADILLAC ESCALADE (VIN: 1GYS4DKL7MR409409).
Armand A. Reale Robin J. Godfrey	Aviva Insurance Company of Canada	724945293	Other	GENERAL INTEREST IN DEPOSIT MONIES PURSUANT TO A DEPOSIT TRUST AGREEMENT IN RESPECT OF A CONDOMINIUM PROJECT BEING CONSTRUCTED AT 96 COXWELL DRIVE, TORONTO, ONTARIO KNOWN AS "BESPOKE LESLIEVILLE".

SCHEDULE B
to Offer of Financing of National Bank of Canada

Benchmark Replacement Setting - CDOR

Notwithstanding anything to the contrary in this Offer or in any other Loan Document (and any hedging or swap agreement will be deemed not to be a "Loan Document" for purposes of this Schedule B):

(a) **Replacing CDOR**. On May 16, 2022 Refinitiv Benchmark Services (UK) Limited ("**RBSL**"), the administrator of CDOR, announced in a public statement that the calculation and publication of all tenors of CDOR will permanently cease immediately following a final publication on Friday, June 28, 2024. On the date that all CDOR Available Tenors have either permanently or indefinitely ceased to be provided by RBSL (the "**CDOR Cessation Date**"), if the then-current Canadian Benchmark is CDOR, the Canadian Benchmark Replacement will replace such Canadian Benchmark for all purposes hereunder and under any Loan Document in respect of any setting of such Canadian Benchmark on such day and all subsequent settings without any amendment to, or further action or consent of any other party to this Offer or any other Loan Document. If the Canadian Benchmark Replacement is Daily Compounded CORRA, all interest payments will be payable on a monthly basis.

(b) **Replacing Future Canadian Benchmarks**. Upon the occurrence of a Canadian Benchmark Transition Event, the Canadian Benchmark Replacement will replace the then-current Canadian Benchmark for all purposes hereunder and under any Loan Document in respect of any Canadian Benchmark setting at or after 5:00 p.m. (Toronto time) on the day on which such Canadian Benchmark Transition Event occurs or, if such day is not a Business Day, on the Business Day immediately thereafter, without any amendment to, or further action or consent of any other party to, this Offer or any other Loan Document. At any time that the administrator of the then-current Canadian Benchmark has permanently or indefinitely ceased to provide such Canadian Benchmark or such Canadian Benchmark has been announced by the administrator or the regulatory supervisor for the administrator of such Canadian Benchmark pursuant to public statement or publication of information to be no longer representative of the underlying market and economic reality that such Canadian Benchmark is intended to measure and that representativeness will not be restored, the Borrower may revoke any request for a borrowing of, conversion to or continuation of loans or advances to be made, converted or continued that would bear interest by reference to such Canadian Benchmark until such Borrower's receipt of notice from the Bank that a Canadian Benchmark Replacement has replaced such Canadian Benchmark, and, failing that, the Borrower will be deemed to have converted any such request into a request for a borrowing of or conversion to a Canadian Prime Rate loan or advance.

(c) **Canadian Benchmark Replacement Conforming Changes**. In connection with the implementation and administration of a Canadian Benchmark Replacement, the Bank will have the right to make Canadian Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Canadian Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Offer.

(d) **Notices; Standards for Decisions and Determinations**. The Bank will promptly notify the Borrower of (i) the implementation of any Canadian Benchmark Replacement, (ii) any occurrence of a Term CORRA Transition Event, (iii) the effectiveness of any Canadian Benchmark Replacement Conforming Changes, and (iv) by delivering a BA Cessation Notice pursuant to paragraph (g) of this Schedule B, its intention to terminate the obligation of the Bank to make or maintain bankers' acceptances. Any determination, decision or election that may be made by the Bank pursuant this Schedule B, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action, will be conclusive and binding absent manifest error and may be made in its sole discretion and without consent from any other party hereto, except, in each case, as expressly required pursuant to this Schedule B.

(e) **Unavailability of Tenor of Canadian Benchmark**. At any time (including in connection with the implementation of a Canadian Benchmark Replacement), if the then-current Canadian Benchmark is a term rate (including Term CORRA or CDOR), then (i) the Bank may remove any tenor of such Canadian Benchmark that is unavailable or non-representative for Canadian Benchmark (including Canadian Benchmark Replacement) settings and (ii) the Bank may reinstate any such previously removed tenor for Canadian Benchmark (including Canadian Benchmark Replacement) settings.

(f) **Secondary Term CORRA Conversion**. Notwithstanding anything to the contrary herein or in any Loan Document and subject to the proviso below in this clause, if a Term CORRA Transition Event and its related Term CORRA Transition Date have occurred, then on and after such Term CORRA Transition Date (i) the Canadian Benchmark Replacement described in clause A.I. of such definition will replace the then-current Canadian Benchmark for all purposes hereunder or under any Loan Document in respect of any setting of such Canadian Benchmark on such day and all subsequent settings, without any amendment to, or further action or consent of any other party to, this Offer or any other Loan Document; and (ii) each loan or advance outstanding on the Term CORRA Transition Date bearing interest based on the then-current Canadian Benchmark shall convert, at the start of the next interest payment period, into a loan or advance bearing interest at the Canadian Benchmark Replacement described in clause A.I. of such definition for the respective Canadian Available Tenor as selected by the Borrower as is available for the then-current Canadian Benchmark; provided that, this paragraph (f) shall not be effective unless the Bank has delivered to the Borrower a Term CORRA Notice, and so long as the Bank has not received, by 5:00 p.m. (Toronto time) on the fifth (5th) Business Day after the date of the Term CORRA Notice, written notice of objection to such conversion to Term CORRA from the Borrower.

(g) **Bankers' Acceptances**. The Bank shall have the option to, effective as of the date set out in the BA Cessation Notice, which shall be a date on or after the CDOR Cessation Date (the "**BA Cessation Effective Date**"), terminate the obligation of the Bank to make or maintain bankers' acceptances, provided that the Bank shall give notice to the Borrower at least thirty (30) Business Days prior to the BA Cessation Effective Date ("**BA Cessation Notice**"). If the BA Cessation Notice is provided, then as of the BA Cessation Effective Date, (i) any request from the Borrower for the conversion of any loan or advance to, or rollover of any loan or advance as, a bankers' acceptance shall be ineffective, and (ii) if any request from the Borrower for a loan or advance as a bankers' acceptance such loan or advance shall be made bearing interest with reference to the Canadian Benchmark Replacement. For the avoidance of doubt, any outstanding bankers' acceptance shall remain in effect following the CDOR Cessation Date until such bankers' acceptance's stated maturity.

(h) **Defined Terms**. In this Section 4.07:

(i) "**Canadian Available Tenor**" means, as of any date of determination and with respect to the then-current Canadian Benchmark, as applicable, (x) if the then-current Canadian Benchmark is a term rate, any tenor for such Canadian Benchmark that is or may be used for determining the length of an Interest Period or (y) otherwise, any payment period for interest calculated with reference to such Canadian Benchmark, as applicable, pursuant to this Offer as of such date.

(ii) "**Canadian Benchmark**" means, initially, CDOR; provided that if a replacement of the Canadian Benchmark has occurred pursuant to this Schedule B, then "Canadian Benchmark" means the applicable Canadian Benchmark Replacement to the extent that such Canadian Benchmark Replacement has replaced such prior benchmark rate. Any reference to "Canadian Benchmark" shall include, as applicable, the published component used in the calculation thereof.

(iii) "**Canadian Benchmark Replacement**" means, for any Canadian Available Tenor:

A. For purposes of paragraph (a) of this Schedule B, the first alternative set forth below that can be determined by the Bank:

> I. the sum of: (i) Term CORRA and (ii) 0.29547% (29.547 basis points) for a Canadian Available Tenor of one-month's duration, and 0.32138% (32.138 basis points) for a Canadian Available Tenor of three-months' duration, or
>
> II. the sum of: (i) Daily Compounded CORRA and (ii) 0.29547% (29.547 basis points) for a Canadian Available Tenor of one-month's duration, and 0.32138% (32.138 basis points) for a Canadian Available Tenor of three-months' duration; and

B. For the purposes of paragraph (b) of this Schedule B, the sum of (a) the alternate benchmark rate and (b) an adjustment (which may be a positive or negative value or zero), in each case, that has been selected by the Bank as the replacement for such Canadian Available Tenor of such Canadian Benchmark giving due consideration to any evolving or then-prevailing market convention, including any applicable recommendations made by the Canadian Relevant Governmental Body, for Canadian Dollar-denominated syndicated credit facilities at such time;

provided that, if the Canadian Benchmark Replacement as determined pursuant to paragraph A. or B. above would be less than the Canadian Floor, the Canadian Benchmark Replacement will be deemed to be the Canadian Floor for the purposes of this Offer and the other Loan Documents.

(iv) "**Canadian Benchmark Replacement Conforming Changes**" means, with respect to any Canadian Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "Business Day", timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters, including with respect to the obligation of the Bank to create, maintain or issue bankers' acceptances) that the Bank decides may be appropriate to reflect the adoption and implementation of such Canadian Benchmark Replacement and to permit the administration thereof by the Bank in a manner substantially consistent with market practice (or, if the Bank decides that adoption of any portion of such market practice is not administratively feasible or if the Bank determines that no market practice for the administration of such Canadian Benchmark Replacement exists, in such other manner of administration as the Bank decides is reasonably necessary in connection with the administration of this Offer and the other Loan Documents). Without limiting the foregoing, Canadian Benchmark Replacement Conforming Changes made in connection with the replacement of CDOR with a Canadian Benchmark Replacement may include the implementation of mechanics for borrowing loans that bear interest by reference to the Canadian Benchmark Replacement, to replace the creation or purchase of drafts or bankers' acceptances.

(v) "**Canadian Benchmark Transition Event**" means, with respect to any then-current Canadian Benchmark other than CDOR, the occurrence of a public statement or publication of information by or on behalf of the administrator of the then-current Canadian Benchmark, the regulatory supervisor for the administrator of such Canadian Benchmark, the Bank of Canada, an insolvency official with jurisdiction over the administrator for such Canadian Benchmark, a resolution authority with jurisdiction over the administrator for such Canadian Benchmark or a court or an entity with similar insolvency or resolution authority over the administrator for such Canadian Benchmark, announcing or stating that (a) such administrator has ceased or will cease on a specified date to provide all Canadian Available Tenors of such Canadian Benchmark, permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Canadian Available Tenor of such Canadian Benchmark or (b) all Canadian Available Tenors of such Canadian Benchmark are or will no longer be representative of the underlying market and economic reality that such Canadian Benchmark is intended to measure and that representativeness will not be restored.

(vi) "**Canadian Floor**" means a rate of interest equal to 0%.

(vii) "**Canadian Relevant Governmental Body**" means the Bank of Canada, or a committee officially endorsed or convened by the Bank of Canada, or any successor thereto.

(viii) "**CDOR**" means, for the purposes of this Schedule B, the Canadian Dollar rate for bankers' acceptance borrowings known as the Canadian Dollar Offered Rate provided by RBSL, as the administrator of the benchmark (or a successor administrator).

(ix) "**CORRA**" means the Canadian Overnight Repo Rate Average administered and published by the Bank of Canada (or any successor administrator).

(x) "**Daily Compounded CORRA**" means, for any Business Day in an interest payment period, CORRA with interest accruing on a compounded daily basis, with the methodology and conventions for this rate (which will include compounding in arrears with a lookback) being established by the Bank in accordance with the methodology and conventions for this rate selected or recommended by the Canadian Relevant Governmental Body for determining compounded CORRA for business loans; provided that if the Bank decides that any such convention is not administratively feasible for the Bank, then the Bank may establish another convention in its reasonable discretion; and provided that if the administrator has not provided or published CORRA and a Canadian Benchmark Transition Event with respect to CORRA has not occurred, then, in respect of any day for which CORRA is required, references to CORRA will be deemed to be references to the last provided or published CORRA.

(xi) "**Term CORRA**" means, for the applicable corresponding tenor, the forward-looking term rate based on CORRA that has been selected or recommended by the Canadian Relevant Governmental Body, and that is published by an authorized benchmark administrator and is displayed on a screen or other information service, as identified or selected by the Bank in its reasonable discretion at approximately a time and as of a date prior to the commencement of an interest period determined by the Bank in its reasonable discretion in a manner substantially consistent with market practice.

(xii) "**Term CORRA Notice**" means the notification by the Bank to the Borrower of the occurrence of a Term CORRA Transition Event.

(xiii) "**Term CORRA Transition Date**" means, in the case of a Term CORRA Transition Event, the date that is set forth in the Term CORRA Notice provided to the Borrower, for the replacement of the then-current Canadian Benchmark with the Canadian Benchmark Replacement described in clause A.I. of such definition, which date shall be at least thirty (30) Business Days from the date of the Term CORRA Notice.

(xiv) "**Term CORRA Transition Event**" means the determination by the Bank that (a) Term CORRA has been recommended for use by the Canadian Relevant Governmental Body, and is determinable for any Canadian Available Tenor, (b) the administration of Term CORRA is administratively feasible for the Bank and (c) a Canadian Benchmark Replacement, other than Term CORRA, has replaced CDOR in accordance with paragraph (a) of this Schedule B.

SCHEDULE C
to Offer of Financing of National Bank of Canada

Borrowing Notice

See form of Borrowing Notice attached.

BORROWING NOTICE

[date]

National Bank of Canada
130 King Street West
Suite 3500
Toronto, ON M5X 1J9

Attention: Dave Lovett

Email: dave.lovett@nbc.ca

Dear Sirs/Mesdames:

The undersigned refers to the offer of financing dated August 31, 2023, among, *inter alia,* Vector Health Laboratories Ltd. and Get A-Ahead Inc., as borrowers, and National Bank of Canada (the "**Lender**"), as lender (as amended, restated, modified, supplemented or replaced from time to time, the "**Offer of Financing**"). Unless otherwise defined herein, all capitalized terms appearing in this Borrowing Notice shall have the meanings as ascribed thereto in the Offer of Financing.

The undersigned hereby gives the Lender irrevocable notice pursuant to the Offer of Financing that the undersigned requests the following advance pursuant to the credit facility noted below:

1. The credit facility pursuant to which the advance is requested (*check one*):

   ( ) Revolving operating term loan (Credit Facility A in the Offer of Financing)

   ( ) Non-revolving term loan (Credit Facility B in the Offer of Financing)

2. The date of the requested advance is _____.

3. The amount of the requested advance is $_____.[1]

4. The type of requested advance is (*check one and complete as required*):

   ( ) Canadian dollar floating rate advance with interest based on the Canadian Prime Rate.

   ( ) Canadian dollar bankers' acceptances for a term equal to _____ months[2].

5. The undersigned certifies that:

[1] For the revolving operating term loan, the issue, renewal or conversion must be in multiples of $10,000.

[2] The term chosen must be at least 30 days and no more than 364 days, not include any grace period and, as applicable, at no time exceed the credit availability.

(a) the representations and warranties contained in the Offer of Financing are true on and as of the date hereof as if such representations and warranties had been made on and as of such date;

(b) the Borrower has not failed to observe or perform any of its covenants under the Offer of Financing; and

(c) there has not occurred subsequent to the date of the last annual financial statements of the Borrower any Material Unfavourable Change.

Transmission of an executed signature page by facsimile, email, DocuSign or other electronic means is as effective as a manually executed signature page of this Notice of Borrowing.

[*signature page follows*]

Yours truly,

VECTOR HEALTH LABORATORIES LTD. [3]

Per: _____
Name:
Title:

GET A-HEAD INC.

Per: _____
Name:
Title:

[3] To be signed by the applicable borrower.

REVIEWED
By Annabelle Wang at 11:13 am, Apr 10, 2024

Execution Version

Indexed in LIQ

AMENDING AGREEMENT

THIS AMENDING AGREEMENT is made as of the 26th day of March, 2024.

A M O N G :

VECTOR HEALTH LABORATORIES LTD.

("**Vector**")

-and-

GET A-HEAD INC.

("**GAH**", and together with Vector, the "**Borrowers**")

-and-

KEEL DIGITAL SOLUTIONS LTD.

("**Keel USA**")

-and-

ROBIN J. GODFREY

("**Godfrey**", and together with Keel USA, the "**Guarantors**",
and together with the Borrowers, the "**Obligors**")

-and-

AHAD K. BANDEALY

("**Bandealy**"")

-and-

NATIONAL BANK OF CANADA

(the "**Lender**")

WHEREAS Vector Health Laboratories Ltd. (as a predecessor by amalgamation of Vector, "**Vector Health**") and GAH, as borrowers, Tulip Health Inc. (as a predecessor by amalgamation of Vector, "**Tulip**"), Keel USA, FIQ Lab Services Corp. (as a predecessor by amalgamation of Vector, "**FIQ**") and Godfrey, as guarantors, and the Lender, as lender, entered into an offer of financing dated August 31, 2023 (as it may have been further amended, restated, modified or supplemented, the "**Offer of Financing**");

AND WHEREAS Vector Health, Tulip and FIQ amalgamated on February 1, 2024, creating the amalgamated corporation known as "Vector Health Laboratories Ltd.", and referred to as Vector in this Agreement;

AND WHEREAS Bandealy provided a limited recourse guarantee in favour of the Lender, dated November 28, 2023;

AND WHEREAS the Borrowers, the Guarantors and the Lender (collectively, the "**Parties**") have agreed to make certain amendments to the Offer of Financing subject to the terms and conditions set out in this amending agreement (the "**Amending Agreement**").

NOW THEREFORE in consideration of the premises and the agreements herein set out and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I
INTERPRETATION

1.1 Definitions

Unless otherwise defined herein, capitalized terms used in this Amending Agreement shall have the meanings ascribed to such terms in the Offer of Financing as amended by this Amending Agreement.

1.2 Continued Effectiveness of Offer of Financing

(a) Nothing contained in this Amending Agreement shall be deemed to be a waiver by the Lender of compliance by the Borrowers of any covenant or agreement contained in the Offer of Financing. Except as amended by this Amending Agreement, the Offer of Financing shall remain in full force and effect, without amendment, and is hereby ratified and confirmed.

(b) This Amending Agreement is supplemental to the Offer of Financing and forms part of, and has the same effect as though incorporated in, the Offer of Financing, and constitutes a Loan Document.

(c) To the extent there is any conflict or inconsistency between the provisions of the Offer of Financing as amended by this Amending Agreement and any provisions within any of the Loan Documents, the provisions of the Offer of Financing as amended by this Amending Agreement shall govern and prevail to the extent of such conflict or inconsistency.

1.3 Benefit of the Amending Agreement

This Amending Agreement shall enure to the benefit of and be binding upon each of the Parties and their respective successors and permitted assigns.

1.4 Captions and Heading

The inclusion of headings preceding the text of the sections of this Amending Agreement and the headings following each Article in this Amending Agreement are intended for convenience of reference only and shall not affect in any way the construction or interpretation thereof.

ARTICLE II
AMENDMENTS TO OFFER OF FINANCING

2.1 Amendments

The Offer of Financing is hereby amended by the following amendments:

(a) Section 1A is amended as follows:

(i) the section entitled "Terms of use / availment options" is deleted in its entirety and the following substituted therefor:

Terms of use / availment options	Can be used and re-used in multiple draws as follows: > Floating-rate advances based on the Canadian Prime Rate. > Adjusted Term CORRA Loans. > Adjusted Daily Compounded CORRA Loans.

(ii) the section entitled "Interest rate" is deleted in its entirety and the following substituted therefor:

Interest rate	For floating-rate advances, Canadian Prime Rate plus 1.25% per annum payable quarterly on the last Business Day of November, February, May and August in each year during the term, commencing on the last Business Day of November 2023. For Adjusted Term CORRA Loans, Adjusted Term CORRA plus 1.70% per annum. For Adjusted Daily Compounded CORRA Loans, Adjusted Daily Compounded CORRA plus 1.70% per annum.

(iii) the section entitled "Fees" is deleted in its entirety;

(iv) the following section is added at the end of section 1A:

Terms and conditions applicable to CORRA Loans	Notwithstanding anything to the contrary in this Offer, CORRA Loans are subject to the terms and conditions set out in Section 3 below entitled "Conditions".

(b) Section 1B is amended as follows:

(i) the section entitled "Terms of use / availment options" is deleted in its entirety and the following substituted therefor:

Terms of use / availment options	Can be used as a single advance on closing as follows: > Floating-rate advance based on the Canadian Prime Rate. Can be converted after closing to the following: > Adjusted Term CORRA Loans. > Adjusted Daily Compounded CORRA Loans.

(ii) the section entitled "Interest rate" is deleted in its entirety and the following substituted therefor:

Interest rate	For floating-rate advances, Canadian Prime Rate plus 1.25% per annum payable quarterly on the last Business Day of November, February, May and August in each year during the term, commencing on the last Business Day of November 2023. For Adjusted Term CORRA Loans, Adjusted Term CORRA plus 1.70% per annum. For Adjusted Daily Compounded CORRA Loans, Adjusted Daily Compounded CORRA plus 1.70% per annum.

(iii) the section entitled "Fees" is deleted in its entirety;

(iv) the following section is added at the end of section 1B:

Terms and conditions applicable to CORRA Loans	Notwithstanding anything to the contrary in this Offer, CORRA Loans are subject to the terms and conditions set out in Section 3 below entitled "Conditions" under the heading "Conditions applicable to CORRA Loans".

(c) In section 3, the following new section is added under the heading "Conditions", immediately following the section entitled "Conditions" and immediately preceding the section entitled "Financial conditions":

Conditions applicable to CORRA Loans

Notice	To request a CORRA Loan, the Borrower must send prior written notice of at least three Business days to the Bank. Such notice shall specify the Interest Period.
Amount	The issue or renewal of a CORRA Loan must be of an aggregate minimum amount of $2,000,000 and in multiples of $100,000 for any sums in excess thereof, and at no time exceed the amount of the credit available.
Interest period	The interest period of any CORRA Loan must be one month or three months as selected by the Borrower, depending on the Bank's availabilities, without exceeding the term of the product. If no Interest Period is specified by the Borrower in any loan or renewal request, the Interest Period shall be deemed to be one month. The last day of each Interest Period must be a Business Day, otherwise it will be deemed to be the first Business Day following the last day of the Interest Period selected by the Borrower, unless such first Business Day is in a succeeding calendar month, in which case, it will be deemed to be the immediately preceding Business Day. In the case of a renewal, the last day of each Interest Period must be the first day of the next Interest Period.

Renewal	Without limiting the Bank's right to demand payment of the financing product, the Borrower may, upon prior notice of three Business Days to the Bank before the expiry date of its Interest Period, renew all or part of any CORRA Loan, the whole in accordance with and subject to the provisions hereof. If an Adjusted Term CORRA Loan is not renewed by the Borrower at the expiry of its Interest Period, it will be automatically converted into a Canadian Prime Rate Advance. If an Adjusted Daily Compounded CORRA Loan is not renewed by the Borrower at the expiry of its Interest Period, it will be automatically renewed for the same Interest Period.
Disbursement	Conditional on CORRA being capable of determination and at the Bank's discretion.
Repayment	The Borrower cannot repay any Adjusted Term CORRA Loan before the expiry date of its Interest Period .
Calculation of interest and arrears	Interest is calculated on the basis of a 365-day year. Five decimals are used for the calculation of the Adjusted Term CORRA and Adjusted Daily Compounded CORRA and two decimals for the calculation of interest payments. Notwithstanding the terms of Schedule A, interest on CORRA Loans is payable on the expiry date of each applicable Interest Period. If an Adjusted Term CORRA Loan is not paid when due or is not renewed on the expiry date of its Interest Period, it will be automatically converted into a Canadian Prime Rate Loan and the interest on any overdue principal and interest will bear interest at the Canadian Prime Rate. If an Adjusted Daily Compounded CORRA Loan is not paid when due or is not renewed on the expiry date of its Interest Period, it will be automatically renewed for the same Interest Period and the interest on any overdue principal and interest will bear interest at the same rate.
Definitions	Notwithstanding the terms of Schedule A: "**Adjusted Daily Compounded CORRA**" means, for purposes of any calculation, the sum of Daily Compounded CORRA and the Credit Adjustment Spread for such calculation, provided that if the Adjusted Daily Compounded CORRA as so determined is less than zero percent, then the Adjusted Daily Compounded CORRA will be deemed to be zero percent; "**Adjusted Term CORRA**" means, for purposes of any calculation, the sum of Term CORRA and the Credit Adjustment Spread for such calculation, provided that if the Adjusted Term CORRA as so determined is less than zero percent, then the Adjusted Term CORRA will be deemed to be zero percent; "**Business Day**" means any day, other than Saturday or Sunday, on which the offices of the Bank are open in the province identified in the last

	section herein titled "Governing law and jurisdiction" and a day on which banks are open for business in Toronto; "**CORRA**" means the Canadian Overnight Repo Rate Average administered and published by the Bank of Canada (or any successor administrator); "**Credit Adjustment Spread**" means 0.29547% (29.547 basis points) for an Interest Period of one-month's duration, and 0.32138% (32.138 basis points) for an Interest Period of three-months' duration; "**Daily Compounded CORRA**" means, for any day, CORRA with interest accruing on a compounded daily basis, with the methodology and conventions for this rate (which will include compounding in arrears with a lookback determined by the Bank) being established by the Bank of Canada or a committee appointed by it, provided however that if CORRA has not been published, then, in respect of any day for which CORRA is required, references to CORRA will be deemed to be references to the last published CORRA; "**Interest Period**" means, with respect to each CORRA loan, the period of one month or three months commencing on the date specified in the notice, and thereafter, each successive period of approximately one month or three months as selected by the Borrower; "**Term CORRA**" means, for any Interest Period, the Term CORRA Reference Rate for a comparable period on the second Business Day prior to the first day of such Interest Period, as such rate is published by Candeal Benchmark Administration Services Inc., TSX Inc. or any successor administrator, provided however that if such reference rate for such period has not been published on such second Business Day, then Term CORRA will be the Term CORRA Reference Rate for such period as published by the administrator on the first preceding Business Day for which the Term CORRA Reference Rate was published so long as such first preceding Business Day is not more than three Business Days prior to the second Business Day referred to above.
Additional terms and conditions applicable to CORRA Loans	CORRA Loans are subject to the additional terms and conditions set forth in Schedule B.

(d) Schedule A is amended as follows:

(i) the section entitled "Bankers' acceptances" is deleted in its entirety; and

(ii) in the section entitled "Definitions", the definitions of ""Discount", "Discounted proceeds" and "Stamping Fees" are deleted.

(e) Schedule B is deleted in its entirety and replaced with the Schedule B that is attached to this Amending Agreement as Exhibit 1.

ARTICLE III
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties

Each of the Obligors hereby represents and warrants to the Lender, and acknowledges that the Lender is relying upon such representations and warranties in entering into this Amending Agreement, that:

(a) each of the representations and warranties set out in the Offer of Financing provided by such Obligor on the date of the Offer of Financing continues to be true and correct as if made as of the date hereof;

(b) such Obligor has the power and authority, and holds all governmental licenses, authorizations, consents, registrations and approvals required, to enter into and perform its obligations under this Amending Agreement;

(c) the execution, delivery and performance by such Obligor of this Amending Agreement: (i) has been duly authorized by all necessary corporate and other action; and (ii) does not contravene any provision of its constating documents or of any agreement or instrument to which it is a party;

(d) this Amending Agreement has been duly executed and delivered by such Obligor and constitutes a legal, valid and binding obligation of such Obligor, enforceable against it in accordance with its terms except to the extent such enforcement may be restricted by any applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally and subject to the discretion of a court in regard to the availability of equitable remedies; and

(e) no Default or Event of Default has occurred, and there is no event, condition or circumstance in existence which, with the giving of notice or the passage of time, or both, would constitute a Default or an Event of Default.

ARTICLE IV
CONDITIONS PRECEDENT

4.1 Conditions Precedent to Amending Agreement

This Amending Agreement shall become effective upon the satisfaction of the conditions precedent set forth below (each of which are for the benefit of the Lender and may be waived at the sole discretion of the Lender); and (A) where delivery of documents is referred to below, the documents shall be delivered to the Lender in form and substance satisfactory to the Lender, duly executed by all parties thereto and in full force and effect, and (B) all matters disclosed by the documents shall be satisfactory to the Lender:

(a) the Lender shall have received this Amending Agreement duly executed and delivered by each of the Parties;

(b) the Lender shall have received payment of its fees and expenses (including the legal fees and disbursements of Dentons Canada LLP) payable in connection with this Amending Agreement, and related matters, in immediately available funds; and

(c) the Lender shall have received such other documents and information as the Lender may reasonably request.

ARTICLE V
MISCELLANEOUS

5.1 Further Assurances

Each of the Parties agrees to execute and deliver or cause to be executed and delivered all such instruments and to take all such action as any other Party may reasonably request, and at the expense of such other Party in order to more fully effectuate and accomplish the intent and purposes of and to carry out the terms of this Amending Agreement.

5.2 Confirmation of Security

Any references in any of the Loan Documents to an offer of financing, credit agreement, loan agreement or similar instrument shall be deemed to be a reference to the Offer of Financing as amended by this Amending Agreement (as it may further amended, restated or replaced from time to time) without further amendment to such Loan Document. The rights, remedies, benefits, powers and authorities granted to or conferred upon the Lender under or pursuant to the Loan Documents shall continue to apply in all respects to such Loan Documents and shall extend to and cover this Amending Agreement as it may be further amended, restated, replaced or supplemented from time to time.

5.3 Fees

The Borrowers shall pay all legal fees and disbursements incurred by the Lender in connection with the review, negotiation, preparation and delivery of this Amending Agreement and any ancillary documents related hereto or contemplated herein (collectively, the "**Legal Fees**"). Each of the Borrowers hereby authorizes and directs the Lender to debit such Borrower's accounts with the Lender to satisfy payment of the Legal Fees.

5.4 Illegality

If any provision of this Amending Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect the legality, validity or enforceability of the remaining provisions of this Amending Agreement, or the legality, validity or enforceability of that provision in any other jurisdiction.

5.5 Governing Law

This Amending Agreement and all documents delivered pursuant hereto shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, and the Parties hereby attorn to the non-exclusive jurisdiction of the courts of such province.

5.6 Time of the Essence

Time shall be of the essence in this Amending Agreement in all respects.

5.7 Counterparts

This Amending Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement and shall become effective when counterparts have been signed by each Party and delivered to the other Parties hereto, it being understood that all Parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or other electronic transmission, such signature shall create a valid binding obligation of the Party executing (or on whose behalf such signature is executed) the same with the same force and effect as if such facsimile or electronic signature were the original thereof.

[*the remainder of this page is intentionally blank; signature pages follow*]

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THIS AMENDING AGREEMENT has been executed by the Parties as of the date first set out above.

VECTOR HEALTH LABORATORIES LTD.

DocuSigned by:
By: Jay Fischbach
499900D966B34F2...
Name: Jay Fischbach
Title: Chief Operating Officer

GET A-HEAD INC.

DocuSigned by:
By: Jay Fischbach
499900D966B34F2...
Name: Jay Fischbach
Title: Chief Operating Officer

KEEL DIGITAL SOLUTIONS LTD.

DocuSigned by:
By: Jay Fischbach
499900D966B34F2...
Name: Jay Fischbach
Title: Chief Operating Officer

DocuSigned by:
0014223C44AB489...
ROBIN J. GODFREY

NATIONAL BANK OF CANADA

By: Dave Lovett
Name: Dave Lovett
Title: Director, National Client Group

By: _____
Name: Varun Hariharan
Title: Director, National Client Group

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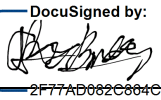
Acknowledgment and Confirmation

The undersigned, being a limited recourse guarantor under the Offer of Financing, hereby acknowledges and confirms, as of the date first set out above:

1. that any references in any of the Loan Documents to which he is a party to an offer of financing, credit agreement, loan agreement or similar instrument shall be deemed to be a reference to the Offer of Financing as amended by this Amending Agreement (as it may be further amended, restated or replaced from time to time), without further amendment to such Loan Document; and

2. the rights, remedies, benefits, powers and authorities granted to or conferred upon the Lender under or pursuant to the Loan Documents to which he is a party shall continue to apply in all respects to such Loan Documents and shall extend to and cover this Amending Agreement (as it may be further amended, restated or replaced from time to time).

DocuSigned by:



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AHAD K. BANDEALY

EXHIBIT 1
to Amending Agreement

SCHEDULE B
to Offer of Financing of National Bank of Canada

Benchmark Replacement Setting and Other CORRA Terms and Conditions

All Section references in this Schedule B are to Sections of this Schedule B, except where otherwise noted.

1. Defined Terms. In addition to the terms defined elsewhere in the Offer, the following terms have the meanings specified below:

"**Adjusted Daily Compounded CORRA Loan**" means an advance made pursuant to this Offer that bears interest at a rate based on Adjusted Daily Compounded CORRA.

"**Adjusted Term CORRA Loan**" means an advance made pursuant to this Offer that bears interest at a rate based on Adjusted Term CORRA.

"**Available Tenor**" means, as of any date of determination and with respect to the then-current Benchmark, as applicable, (x) if such Benchmark is a term rate, any tenor for such Benchmark (or component thereof) that is or may be used for determining the length of an interest period pursuant to this Offer or (y) otherwise, any payment period for interest calculated with reference to such Benchmark (or component thereof) that is or may be used for determining any frequency of making payments of interest calculated with reference to such Benchmark pursuant to this Offer, in each case, as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of "Interest Period" pursuant to Section 3(d).

"**Benchmark**" means, initially, the Term CORRA Reference Rate or Daily Compounded CORRA, as the case may be; provided that if a Benchmark Transition Event has occurred with respect to the Term CORRA Reference Rate, Daily Compounded CORRA, or the then-current Benchmark, then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 3(a).

"**Benchmark Replacement**" means, with respect to any Benchmark Transition Event,

(a) where a Benchmark Transition Event has occurred with respect to the Term CORRA Reference Rate, Daily Compounded CORRA; and

(b) where a Benchmark Transition Event has occurred with respect to a Benchmark other than the Term CORRA Reference Rate, the sum of: (i) the alternate benchmark rate that has been selected by the Bank and the Borrower giving due consideration to (A) any selection or recommendation of a replacement benchmark

rate or the mechanism for determining such a rate by the Relevant Governmental Body or (B) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement to the then-current Benchmark for Canadian dollar-denominated syndicated credit facilities, and (ii) the related Benchmark Replacement Adjustment.

If the Benchmark Replacement as determined pursuant to clause (a) or (b) above would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Offer and the other Loan Documents.

"**Benchmark Replacement Adjustment**" means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Bank and the Borrower giving due consideration to (a) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body or (b) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for Canadian dollar-denominated credit facilities at such time.

"**Benchmark Replacement Date**" means the earliest to occur of the following events with respect to the then-current Benchmark:

(a) in the case of clause (a) or (b) of the definition of "Benchmark Transition Event," the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or

(b) in the case of clause (c) of the definition of "Benchmark Transition Event," the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be non-representative; provided that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (c) and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, the "Benchmark Replacement Date" will be deemed to have occurred in the case of clause (a) or (b) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

"**Benchmark Transition Event**" means the occurrence of one or more of the following events with respect to the then-current Benchmark:

(a) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely; provided that, at the time of such statement or publication, there is no

successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);

(b) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Bank of Canada, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or

(c) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are not, or as of a specified future date will not be, representative.

For the avoidance of doubt, a "Benchmark Transition Event" will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

"**Benchmark Unavailability Period**" means the period (if any) (a) beginning at the time that a Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 3 and (b) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 3.

"**Canadian Prime Rate Loan**" means an advance made pursuant to this Offer that bears interest at a rate based on the Canadian Prime Rate.

"**Change in Law**" means the occurrence, after the date of this Offer, of any of the following: (a) the phase-in, adoption or taking effect of any applicable law, (b) any change in any applicable law or in the administration, interpretation or application thereof by any governmental authority, or (c) the making or issuance of any applicable law by any governmental authority. Notwithstanding anything herein to the contrary, (a) all requests, rules, guidelines, requirements and directives promulgated by the Bank for International Settlements, and Basel Committee on Banking Supervision (or any successor or similar authority) or by the United States of America, Canadian or foreign regulatory authorities, in each case pursuant to Basel III, and (b) the *Dodd-Frank Wall Street Reform and Consumer Protection Act* (United States) and all requests, rules, guidelines, requirements and directives thereunder or issued in connection therewith or in implementation thereof, shall in each case be deemed to be a "Change in Law" regardless of the date enacted, adopted, issued or implemented.

"**Conforming Changes**" means, with respect to the use or administration of a Benchmark or the use, administration, adoption or implementation of any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "Canadian Prime Rate," the definition of "Business Day," the definition of "Interest Period" or any similar or analogous definition (or the addition of a concept of

"interest period"), timing and frequency of determining rates and making payments of interest, timing of requests for loans or any prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of Section 5 and other technical, administrative or operational matters) that the Bank decides may be appropriate to reflect the adoption and implementation of any such rate or to permit the use and administration thereof by the Bank in a manner substantially consistent with market practice (or, if the Bank decides that adoption of any portion of such market practice is not administratively feasible or if the Bank determines that no market practice for the administration of any such rate exists, in such other manner of administration as the Bank decides is reasonably necessary in connection with the administration of this Offer and the other Loan Documents).

"**CORRA Loan**" means, as applicable, an Adjusted Daily Compounded CORRA Loan or an Adjusted Term CORRA Loan.

"**Floor**" means a rate of interest equal to zero percent (0%).

"**Relevant Governmental Body**" means the Bank of Canada, or a committee officially endorsed or convened by the Bank of Canada, or any successor thereto.

"**Term CORRA Reference Rate**" means the forward-looking term rate based on CORRA.

"**Unadjusted Benchmark Replacement**" means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

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

3. Benchmark Replacement Setting.

(a) Benchmark Replacement.

(i) Notwithstanding anything to the contrary herein or in any other Loan Document, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to any setting of the then-current Benchmark, then (x) if a Benchmark Replacement is determined in accordance with clause (a) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of such Benchmark setting and subsequent Benchmark settings without any amendment to, or further action or consent of any other party to, this Offer or any other Loan Document and (y) if a Benchmark Replacement is determined in accordance with clause (b) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of any Benchmark setting at or after 5:00 p.m. (Toronto time) on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Borrower, without any amendment to, or further action or consent of any other party to, this Offer or any other Loan Document. If the Benchmark Replacement is Adjusted Daily Compounded CORRA, all interest payments will be payable on the last day of each Interest Period.

(ii) No swap or hedging agreement shall be deemed to be a "Loan Document" for purposes of this Section 3.

(b) Benchmark Replacement Conforming Changes. In connection with the use, administration, adoption or implementation of a Benchmark Replacement, the Bank will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Offer or any other Loan Document.

(c) Notices; Standards for Decisions and Determinations. The Bank will promptly notify the Borrower of (i) the implementation of any Benchmark Replacement and (ii) the effectiveness of any Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement. The Bank will notify the Borrower of (x) the removal or reinstatement of any tenor of a Benchmark pursuant to Section 3(d) and (y) the commencement of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Bank pursuant to this Section 3 including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Offer or any other Loan Document, except, in each case, as expressly required pursuant to this Section 3.

(d) Unavailability of Tenor of Benchmark. Notwithstanding anything to the contrary herein or in any other Loan Document, at any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate (including Term CORRA) and either (A) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Bank in its reasonable discretion or (B) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is not or will not be representative, then the Bank may modify the definition of "Interest

Period" (or any similar or analogous definition) for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is not or will not be representative for a Benchmark (including a Benchmark Replacement), then the Bank may modify the definition of "Interest Period" (or any similar or analogous definition) for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(e) Benchmark Unavailability Period. Upon the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period, the Borrower may revoke any pending request for a loan, conversion to or continuation of loans, which are of the type that have a rate of interest determined by reference to the then-current Benchmark, to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted any such request into a request for an advance of or conversion to, (i) for a Benchmark Unavailability Period in respect of Term CORRA, Daily Compounded CORRA Loans, and (ii) for a Benchmark Unavailability Period in respect of a Benchmark other than Term CORRA, Canadian Prime Rate loans.

4. Increased Costs.

(a) If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended by, the Bank;

(ii) subject the Bank to any taxes; or

(iii) impose on the Bank any other condition, cost or expense (other than taxes) affecting this Offer, Adjusted Term CORRA Loans or Adjusted Daily Compounded CORRA Loans, as applicable, made by the Bank;

and the result of any of the foregoing shall be to increase the cost to the Bank of making or maintaining any Adjusted Term CORRA Loan or Adjusted Daily Compounded CORRA Loan, as applicable (or of maintaining its obligation to make any such loan), or to reduce the amount of any sum received or receivable by the Bank under this Offer (whether of principal, interest or otherwise), then, from time to time upon request of such Lender, the Borrower will pay to the Bank such additional amount or amounts as will compensate the Bank for such increased costs actually incurred or reduction actually suffered.

(b) If the Bank determines that any Change in Law regarding capital or liquidity requirements has the effect of reducing the rate of return on the Bank's capital or liquidity or on the capital or liquidity of the Bank's or holding company, if any, as a consequence of this Offer or the loans made by the Bank to a level below that which the Bank or the Bank's holding company could have achieved but for such Change in Law (taking into consideration the Bank's policies and the policies of the Bank's holding company with respect to capital or liquidity adequacy), then, from time to time upon request of the Bank, the Borrower will pay to the Bank such additional amount or amounts as will compensate the Bank or the Bank's holding company for any such reduction actually suffered.

(c) A certificate of the Bank setting forth the amount or amounts necessary to compensate the Bank or its holding company in reasonable detail, as the case may be, as specified in paragraph (a) or (b) of this Section delivered to the Borrower shall be presumptively correct absent manifest error. The Borrower shall pay the Bank the amount shown as due on any such certificate within fifteen (15) days after receipt thereof.

(d) Failure or delay on the part of the Bank to demand compensation pursuant to this Section shall not constitute a waiver of the Bank's right to demand such compensation, provided that the Borrower shall not be required to compensate the Bank pursuant to this Section for any increased costs incurred or reductions suffered more than one hundred and eighty (180) days prior to the date that the Bank notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of the Bank's intention to claim compensation therefor; provided further that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the one hundred and eighty (180) day period referred to above shall be extended to include the period of retroactive effect thereof.

5. Compensation for Losses. In the event of (a) the payment of any principal of any Adjusted Term CORRA Loan or Adjusted Daily Compounded CORRA Loan, as applicable, prior to the last day of an Interest Period (including as a result of an Event of Default), (b) the conversion of any Adjusted Term CORRA Loan or Adjusted Daily Compounded CORRA Loan, as applicable, other than on the last day of the Interest Period, (c) the failure to borrow, convert, continue or prepay any loan on the date specified in any notice delivered pursuant hereto, or (d) the assignment of any Adjusted Term CORRA Loan or Adjusted Daily Compounded CORRA Loan, as applicable, then, in any such event, the Borrower shall, after receipt of a written request by the Bank (which request shall set forth in reasonable detail the basis for requesting such amount), compensate the Bank for the loss, cost and expense attributable to such event. A certificate of the Bank setting forth any amount or amounts that the Bank is entitled to receive pursuant to this Section delivered to the Borrower shall be presumptively correct absent manifest error. The Borrower shall pay the Bank the amount shown as due on any such certificate within ten (10) days after receipt of such demand.

6. Inability to Determine Rates.

(a) Subject to Section 3, if, on or prior to the first day of any Interest Period for any Adjusted Term CORRA Loan or Adjusted Daily Compounded CORRA Loan, as applicable:

(i) the Bank determines (which determination shall be conclusive and binding absent manifest error) that "Adjusted Term CORRA" or "Adjusted Daily Compounded CORRA", as applicable, cannot be determined pursuant to the definition thereof, for reasons other than a Benchmark Transition Event, or

(ii) the Bank determines that for any reason in connection with any request for an Adjusted Term CORRA Loan or Adjusted Daily Compounded CORRA Loan, as applicable, or a conversion thereto or a continuation thereof, that Term CORRA or Daily Compounded CORRA, as applicable, for any requested Interest Period with respect to a proposed Adjusted Term CORRA Loan or Adjusted Daily Compounded CORRA Loan, as applicable, does not adequately and fairly reflect the cost to the Bank of making and maintaining such loan,

the Bank will promptly so notify the Borrower.

(b) Upon delivery of such notice by the Bank to the Borrower under Section 6(a), any obligation of the Bank to make Adjusted Term CORRA Loans or Adjusted Daily Compounded CORRA Loans, as applicable, and any right of the Borrower to continue Adjusted Term CORRA Loans or Adjusted Daily Compounded CORRA Loans, as

applicable, or to convert Canadian Prime Rate Loans to Adjusted Term CORRA Loans or Adjusted Daily Compounded CORRA Loans, as applicable, shall be suspended (to the extent of the affected Adjusted Term CORRA Loans or Adjusted Daily Compounded CORRA Loans, as applicable, or affected Interest Periods) until the Bank revokes such notice.

(c) Upon receipt of such notice by the Bank to the Borrower under Section 6(a), (i)(x) the Borrower may revoke any pending request for an advance of, conversion to or continuation of Adjusted Term CORRA Loans or Adjusted Daily Compounded CORRA Loans, as applicable, (to the extent of the affected Adjusted Term CORRA Loans or Adjusted Daily Compounded CORRA Loans, as applicable, or affected Interest Periods); (y) in respect of Adjusted Term CORRA Loans, the Borrower may elect to convert any such request into a request for an advance of or conversion to Adjusted Daily Compounded CORRA Loans; or (z) failing such revocation or election, the Borrower will be deemed to have converted any such request into a request for an advance of or conversion to Canadian Prime Rate Loans, in the amount specified therein and (ii) (x) in respect of Adjusted Term CORRA Loans, the Borrower may elect to convert any outstanding affected Adjusted Term CORRA Loans at the end of the applicable interest Period, into Adjusted Daily Compounded CORRA Loans, and (y) otherwise, or failing such election, any outstanding affected Adjusted Term CORRA Loans or Adjusted Daily Compounded CORRA Loans, as applicable, will be deemed to have been converted, at the end of the applicable Interest Period, into Canadian Prime Rate Loans. Upon any such conversion, the Borrower shall also pay accrued interest on the amount so converted, together with any additional amounts required pursuant to Section 5.

7. Illegality. If the Bank determines that any law has made it unlawful, or that any governmental authority has asserted that it is unlawful, for the Bank to make, maintain or fund loans whose interest is determined by reference to Adjusted Term CORRA or Adjusted Daily Compounded CORRA, as applicable, or to determine or charge interest rates based upon Adjusted Term CORRA or Adjusted Daily Compounded CORRA, as applicable, then, on notice thereof by the Bank to the Borrower, any obligation of the Bank to make or continue Adjusted Term CORRA Loans or Adjusted Daily Compounded CORRA, as applicable, or to convert Canadian Prime Rate Loans, shall be suspended until the Bank notifies the Borrower that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, the Borrower shall, upon three (3) Business Days' notice from the Bank, prepay or, if applicable, convert all Adjusted Term CORRA Loans or Adjusted Daily Compounded CORRA Loans, as applicable, to Canadian Prime Rate Loans, either on the last day of the Interest Period, if the Bank may lawfully continue to maintain such Adjusted Term CORRA Loans or Adjusted Daily Compounded CORRA Loans, as applicable, to such day, or immediately, if the Bank may not lawfully continue to maintain such Adjusted Term CORRA Loans or Adjusted Daily Compounded CORRA Loans, as applicable. The Bank agrees to notify the Borrower in writing promptly upon becoming aware that it is no longer illegal for the Bank to determine or charge interest rates based upon Adjusted Term CORRA or Adjusted Daily Compounded CORRA, as applicable. Upon any such prepayment or conversion, the Borrower shall also pay accrued interest on the amount so prepaid or converted.

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AMENDING AGREEMENT

THIS AMENDING AGREEMENT is made as of the 2nd day of September, 2025.

A M O N G :

KEEL DIGITAL SOLUTIONS CORP.

("**Keel**")

-and-

GET A-HEAD INC.

("**GAH**", and together with Keel, the "**Borrowers**")

-and-

KEEL DIGITAL SOLUTIONS LTD.

("**Keel USA**")

-and-

ROBIN J. GODFREY

("**Godfrey**", and together with Keel USA, the "**Guarantors**",
and together with the Borrowers, the "**Obligors**")

-and-

AHAD K. BANDEALY

("**Bandealy**"")

-and-

NATIONAL BANK OF CANADA

(the "**Lender**")

WHEREAS the Obligors and the Lender are parties to an offer of financing dated August 31, 2023, as amended by an amending agreement dated as of March 26, 2024, and as confirmed by Keel pursuant to a confirmation agreement from Keel dated as of December 5, 2024 (as it may be further amended, restated, modified or supplemented from time to time, the "**Offer of Financing**");

AND WHEREAS Bandealy is a limited recourse guarantor of the obligations of the Borrowers to the Lender pursuant to a limited recourse guarantee granted in favour of the Lender, dated November 28, 2023;

AND WHEREAS the Obligors and the Lender (collectively, the "**Parties**") have agreed to make certain amendments to the Offer of Financing subject to the terms and conditions set out in this amending agreement (the "**Amending Agreement**").

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NOW THEREFORE in consideration of the premises and the agreements herein set out and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I
INTERPRETATION

1.1 Definitions

Unless otherwise defined herein, capitalized terms used in this Amending Agreement shall have the meanings ascribed to such terms in the Offer of Financing as amended by this Amending Agreement.

1.2 Continued Effectiveness of Offer of Financing

(a) Nothing contained in this Amending Agreement shall be deemed to be a waiver by the Lender of compliance by the Borrowers of any covenant or agreement contained in the Offer of Financing. Except as amended by this Amending Agreement, the Offer of Financing shall remain in full force and effect, without amendment, and is ratified and confirmed.

(b) This Amending Agreement is supplemental to the Offer of Financing and forms part of, and has the same effect as though incorporated in, the Offer of Financing, and constitutes a Loan Document.

(c) To the extent there is any conflict or inconsistency between the provisions of the Offer of Financing as amended by this Amending Agreement and any provisions within any of the Loan Documents, the provisions of the Offer of Financing as amended by this Amending Agreement shall govern and prevail to the extent of such conflict or inconsistency.

1.3 Benefit of the Amending Agreement

This Amending Agreement shall enure to the benefit of and be binding upon each of the Parties and their respective successors and permitted assigns.

1.4 Captions and Heading

The inclusion of headings preceding the text of the sections of this Amending Agreement and the headings following each Article in this Amending Agreement are intended for convenience of reference only and shall not affect in any way the construction or interpretation thereof.

ARTICLE II
AMENDMENTS TO OFFER OF FINANCING

2.1 Amendments

The Offer of Financing is amended by the following amendments:

(a) The summary of financing products on page 1 of the Offer of Financing is deleted in its entirety and the following substituted therefor:

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Financing product(s)	Amount	Status
Revolving operating term loan	Maximum $2,000,000 CAD	Renewal
Non-revolving term loan	Maximum $2,753,750 CAD	Renewal (fully advanced)
Global net risk line for derivatives	Maximum $1,000,000 CAD	Renewal

(b) Section 1A of the Offer of Financing is amended as follows:

(i) the maximum amount of the revolving operating term loan is increased from $1,400,000 to $2,000,000;

(ii) the section entitled "Term" is deleted in its entirety and the following substituted therefor:

Term	3 years from the date of the initial disbursement (for certainty, ending on August 31, 2026).

(c) Section 1B of the Offer of Financing is amended as follows:

(i) the section entitled "Term " is deleted in its entirety and the following substituted therefor:

Term	3 years from the date of the initial disbursement (for certainty, ending on August 31, 2026).

(d) The definition of "Maturity Date" in Schedule A to the Offer of Financing is deleted in its entirety and the following substituted therefor:

""**Maturity Date**" means August 31, 2026."

ARTICLE III
REPRESENTATIONS AND WARRANTIES

3.1 **Representations and Warranties**

Each of the Obligors represents and warrants to the Lender, and acknowledges that the Lender is relying upon such representations and warranties in entering into this Amending Agreement, that:

(a) each of the representations and warranties set out in the Offer of Financing provided by such Obligor on the date of the Offer of Financing continues to be true and correct as if made as of the date hereof;

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(b) such Obligor has the power and authority, and holds all governmental licenses, authorizations, consents, registrations and approvals required, to enter into and perform its obligations under this Amending Agreement;

(c) the execution, delivery and performance by such Obligor of this Amending Agreement: (i) has been duly authorized by all necessary corporate and other action; and (ii) does not contravene any provision of its constating documents or of any agreement or instrument to which it is a party;

(d) this Amending Agreement has been duly executed and delivered by such Obligor and constitutes a legal, valid and binding obligation of such Obligor, enforceable against it in accordance with its terms except to the extent such enforcement may be restricted by any applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally and subject to the discretion of a court in regard to the availability of equitable remedies; and

(e) no Default or Event of Default has occurred, and there is no event, condition or circumstance in existence which, with the giving of notice or the passage of time, or both, would constitute a Default or an Event of Default.

ARTICLE IV
CONDITIONS PRECEDENT

4.1 Conditions Precedent to Amending Agreement

This Amending Agreement shall become effective upon the satisfaction of the conditions precedent set forth below (each of which are for the benefit of the Lender and may be waived at the sole discretion of the Lender); and (A) where delivery of documents is referred to below, the documents shall be delivered to the Lender in form and substance satisfactory to the Lender, duly executed by all parties thereto and in full force and effect, and (B) all matters disclosed by the documents shall be satisfactory to the Lender:

(a) the Lender shall have received this Amending Agreement duly executed and delivered by each of the Parties;

(b) the Lender shall have received an annual review fee of $5,000 (the "**Annual Review Fee**") from the Borrowers, in immediately available funds, in respect of the Lender's annual review of the Credit Facilities and the amendments to the Offer of Financing set forth herein, such annual review fee being fully earned as of the date hereof;

(c) the Lender shall have received payment of its fees and expenses (including the legal fees and disbursements of Dentons Canada LLP) payable in connection with this Amending Agreement, and related matters, in immediately available funds; and

(d) the Lender shall have received such other documents and information as the Lender may reasonably request.

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ARTICLE V
MISCELLANEOUS

5.1 Further Assurances

Each of the Parties agrees to execute and deliver or cause to be executed and delivered all such instruments and to take all such action as any other Party may reasonably request, and at the expense of the Borrowers, in order to more fully effectuate and accomplish the intent and purposes of and to carry out the terms of this Amending Agreement.

5.2 Confirmation of Security

Any references in any of the Loan Documents to an offer of financing, credit agreement, loan agreement or similar instrument shall be deemed to be a reference to the Offer of Financing as amended by this Amending Agreement (as it may further amended, restated, modified or supplemented from time to time) without further amendment to such Loan Document. The rights, remedies, benefits, powers and authorities granted to or conferred upon the Lender under or pursuant to the Loan Documents shall continue to apply in all respects to such Loan Documents and shall extend to and cover this Amending Agreement as it may be further amended, restated, replaced or supplemented from time to time.

5.3 Fees

The Borrowers shall pay all legal fees and disbursements incurred by the Lender in connection with the review, negotiation, preparation and delivery of this Amending Agreement and any ancillary documents related hereto or contemplated herein (collectively, the "**Legal Fees**"). Each of the Borrowers authorizes and directs the Lender to debit such Borrower's accounts with the Lender to satisfy payment of the Legal Fees and the Annual Review Fee.

5.4 Illegality

If any provision of this Amending Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect the legality, validity or enforceability of the remaining provisions of this Amending Agreement, or the legality, validity or enforceability of that provision in any other jurisdiction.

5.5 Governing Law

This Amending Agreement and all documents delivered pursuant hereto shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, and the Parties attorn to the non-exclusive jurisdiction of the courts of such province.

5.6 Time of the Essence

Time shall be of the essence in this Amending Agreement in all respects.

5.7 Counterparts

This Amending Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement and shall become effective when counterparts have been signed by each Party and delivered to the other Parties hereto, it being understood that all Parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or other electronic transmission, such signature shall create a valid binding obligation of the Party executing (or on whose behalf such signature is executed) the same with the same force and effect as if such facsimile or electronic signature were the

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original thereof.

[*the remainder of this page is intentionally blank; signature pages follow*]

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THIS AMENDING AGREEMENT has been executed by the Parties as of the date first set out above.

KEEL DIGITAL SOLUTIONS CORP.

DocuSigned by:
By: Jay Fischbach
499900D966B34F2...
Name: Jay Fischbach
Title: COO

Signed by:
By: Rob Godfrey
67EBFD0CA93A407...
Name: Rob Godfrey
Title: President & CEO

GET A-HEAD INC.

DocuSigned by:
By: Jay Fischbach
499900D966B34F2...
Name: Jay Fischbach
Title: COO

Signed by:
By: D6F05B644E0543C...
Name: Ahad Bandealy
Title: AB

KEEL DIGITAL SOLUTIONS LTD.

DocuSigned by:
By: Jay Fischbach
499900D966B34F2...
Name: Jay Fischbach
Title: COO

Signed by:
By: Rob Godfrey
67EBFD0CA93A407...
Name: Rob Godfrey
Title: President & CEO

Signed by:
Rob Godfrey
67EBFD0CA93A407...
ROBIN J. GODFREY

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NATIONAL BANK OF CANADA

By: _____
Name: Dave Lovett
Title: Director

By: _____
Name: Varun Hariharan
Title: Director

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Acknowledgment and Confirmation

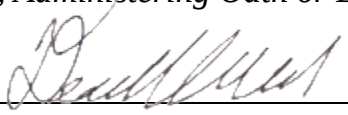
The undersigned (the "**Limited Recourse Guarantor**"), being a limited recourse guarantor under the Offer of Financing, acknowledges and confirms, as of the date first set out above:

1. that any references in any of the Loan Documents to which the Limited Recourse Guarantor is a party to an offer of financing, credit agreement, loan agreement or similar instrument shall be deemed to be a reference to the Offer of Financing as amended by this Amending Agreement (as it may be further amended, restated, modified or supplemented from time to time), without further amendment to such Loan Document; and

2. the rights, remedies, benefits, powers and authorities granted to or conferred upon the Lender under or pursuant to the Loan Documents to which the Limited Recourse Guarantor is a party shall continue to apply in all respects to such Loan Documents and shall extend to and cover this Amending Agreement (as it may be further amended, restated, modified or supplemented from time to time).

AHAD K. BANDEALY

This is Exhibit "G" referred to in the
Affidavit of John Borch sworn by John Borch, before me at
the City of Toronto, in the Province of Ontario,
this 27th day of July, 2026 in accordance with
O. Reg. 431/20, Administering Oath or Declaration Remotely.



A Commissioner for taking affidavits

DEREK HARLAND
(LSO# 79504N)

Cardholder Agreement for Mastercard® Business Cards issued by National Bank of Canada



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The Mastercard® account and the credit cards you have requested are governed by this agreement, its amendments and its schedule which form an integral part of this agreement.

For more information, you may contact us at **1-844-394-4494** (toll free) or at **514-394-4494** (Montreal area) or visit **nbc.ca/creditcard**.

1. Your acceptance of this agreement

You accept the terms and conditions of this agreement when the credit card account if first used after receiving this agreement or a notice of amendment.

2. Cash advances and purchases

Purchase: the acquisition of goods and services from any person or merchant affiliated with the *Mastercard International Inc*. system at the time of purchase.

Cash Advance: an advance of funds made using a card (a) in one of our branches or via our automated services, (b) in a branch or at an ATM of another financial institution, (c) with cheques drawn from your credit card account (d) by transferring the balance of a credit card account to another credit card account, (e) by performing quasi-cash transactions (purchases made through a merchant that can be converted directly into cash such as casino chips), (f) with an overdraft protection on any type of account held with us or (g) by transferring funds from your account in any other authorized manner.

3. Use of credit card account

3.1. Permitted uses

The credit card account may be used:

- up to the credit limit to pay for purchases and to obtain cash advances
- for your business activities
- for legal purposes and
- only by cardholders.

3.2. Consent to transactions

Each transaction made using the card requires the consent of the cardholder. This consent may consist of the use of: (a) the card and his signature on paper or electronically, (b) the card and a personal identification number ("PIN") or other password, (c) the interaction of the card with any appropriate payment technology or (d) the card's number for remote transactions (mail, telephone, internet).

3.3. Refusal by us

We may, for any reason and without prior notice, refuse to authorize purchases or cash advances, in particular, when the total amount of purchases or cash advances exceeds the credit limit or when the provisions of this agreement have not been respected. We reserve the right to refuse a transaction when we believe there is an increased financial risk.

3.4. Refusal by a merchant

The card may be used everywhere it is accepted. We cannot be held responsible if a merchant refuses the card.

3.5. Card use period

The credit card can be used for the period we determine. The validity date and expiration date are indicated on the card. Purchases or cash advances charged to your credit card account after the expiration date will be added to your account balance and must be reimbursed.

3.6. Overdraft protection

When using overdraft protection, the cash advance used to cover the overdraft will be rounded up to the closest **$100**.

3.7. Credit balance

A credit balance cannot exceed **50,000** US dollars. To calculate the amount of a credit balance, the Canadian credit balance will be converted to US dollars using the *Mastercard Worldwide* daily exchange rate.

If the balance does exceed **50,000** US dollars, the exceeding balance will be refunded to you within a period of **60** days through your National Bank account or by cheque.

4. Credit limit

4.1. Notification

The credit card account can be used up to the credit limit specified initially on the card carrier upon issuance and, thereafter, indicated on the statement of account.

4.2. Overlimits

We may refuse any transaction that would result in an overlimit. At our discretion, we may authorize an overlimit but such an authorization does not constitute an increase of the credit limit.

Overlimit fees will be charged once per statement period if your balance exceeds your credit limit on the billing date. Please refer to the attached schedule, or any subsequent notice to this effect, for the amount of the overlimit fee.

If we allow an overlimit, you must repay the amount exceeding the credit limit at the latest by the due date indicated on the monthly statement.

4.3. Credit limit review

We may review the credit limit periodically. We may consider, in particular, any change in your financial situation and credit file and propose changes to the credit limit. The new credit limit will appear on your statement of account.

4.4. Cash advances

When you benefit from cash advances, we may limit them to an amount lower than the credit limit. We may also impose withdrawals limits on cash advances when we deem it appropriate to protect our respective interests.

5. Cheques drawn from the credit card account

We can issue cheques which can be drawn from the credit card account. Such cheques will be treated as cash advances and do not benefit from a grace period. They are always issued in Canadian dollars and cannot be:

- used to repay the balance of tshe account;
- used to make a payment or transfer funds to yourself, an authorized signatory, a cardholder or us;
- used as a specimen;
- exchanged for cash or one of our products and
- subject to stop payments.

6. Interest

6.1. Applicable interest rates

Purchases and cash advances bear interest at the annual rates indicated on the card carrier when the card is issued and, thereafter,

on your statement. However, these interest rates may be modified in accordance with sections 6.6, 6.7 and 14 of this agreement.

6.2 Calculation

Interest is calculated on the daily balance of your credit card account but is charged to your credit card account once a month. This daily balance is multiplied by the daily interest rate applicable to each category of transaction. The daily interest rate is the annual interest rate divided by **365** (or **366** for leap years).

6.3. Grace period (purchases)

You will not pay interest on the amount of new purchases charged to the account if you pay the entire account balance by the due date indicated on your statement. If you make a partial payment, interest will be calculated on the daily balance of the account from the date the purchases are posted to your statement. Your payment is applied in accordance with section 9 of this agreement.

6.4. No grace period (cash advances)

Interest on cash advances accrues from the date of the cash advance until payment in full is received. There is no grace period on cash advances.

6.5. Credit balance

No interest will be paid on a credit balance on the credit card account.

6.6. Variable interest rate

The interest rate on variable-rate cards is adjusted with each change in the prime rate. Changes in the prime rate are available on notices posted in our branches and on our website at **nbc.ca**.

The prime rate is the variable annual interest rate that we announce publicly from time to time as the reference rate used to determine the interest rate on demand loans in Canadian dollars that we grant in Canada.

6.7. Increased Rates

The annual interest rates will increase if the minimum payment is not made by the due date twice during any **12**-month period. Any missed payment which occurs during a **12**-month period is counted, even if the missed payment has already been counted to increase the rates in the past or has occurred during such a period. The increased rates are available in the fee schedule enclosed or any subsequent notice to this effect.

The increased rates will take effect on the **3**rd statement period following the **2**nd missed payment. Such rates will apply to the account balance until you make the minimum payment by the due date for **9** consecutive months. After this period, the regular interest rates appearing in the card-carrier or in any subsequent notice will apply.

7. Other charges

7.1. Annual fees

Annual fees are indicated in the card carrier upon issuance. They appear on the **2**nd statement following the issuance of the card, whether or not activated, and once a year subsequently on the anniversary date of the **2**nd statement. These fees are non-refundable.

7.2. Other fees

Other applicable fees are indicated in the schedule which forms an integral part of this agreement. These fees will be charged to the account on the day of the transaction and are non-refundable.

8. Payment of the account

8.1. Minimum payment

Joint and several liability: You can, at any time, make a partial or complete payment of the account balance; however, you must make the minimum payment at the latest by the due date indicated on your statement.

This minimum payment equals:

- For a balance under **$10**: the entire credit card account balance;
- For a balance of **$10** or over: **2.5%** of the credit card account balance plus all late amounts or **$10**, whichever is higher.

If we authorize you to exceed your credit limit, the minimum payment due is the higher of these two amounts:

- **2.5%** of the account balance
- The amount over the limit

Corporate liability: There is no minimum payment. The entire balance, in addition to all late amounts, must always be paid at the latest by the due date indicated on your statement.

8.2. Pre-authorized debits to pay your account

When you agree to pay the balance of the account using pre-authorized debits, the amount of the monthly payment will be the one agreed upon with us in the pre-authorized debit authorization.

8.3. Payment methods

Payments can be made at no charge via our teller services, our automated services and our electronic banking solutions. For payment by mail, please make your cheque or money order payable to National Bank of Canada and send it to P.O. Box 6024, Succursale Centre-Ville, Montreal, Quebec H3C 4L2.

8.4. Sufficient time

When you make a payment, you must leave enough time for us to credit this amount to your account by the due date indicated on your statement. If a payment is made via another financial institution, the payment will be credited to the account on the date on which we receive it, not the date on which the amount is debited from your account with your other financial institution. You are responsible for any delay in the transmission of the payment by the other institution.

8.5. Credit note

Any credit note issued by a merchant will be credited to the account on the date we receive it. The balance of the account remains payable until we receive the credit note.

8.6. Set-off

We can withdraw the amounts due from any other account you hold with us (including a foreign currency account) and apply these amounts to the account, without prior notice:

- if you do not make the minimum payment by the due date or
- if you do not respect any other condition of this agreement (ex. unpaid annual fees).

8.7. Pre-authorized payments of invoices

You must provide the merchant with the necessary information to set up pre-authorized payments charged to the credit card account, including any change in the credit card number or the expiration date. We are not responsible if a pre-authorized payment cannot be charged to the account. You must contact the merchant in writing to request that pre-authorized payments stop being charged to your credit card account.

9. How partial payments are applied

9.1. Payment portion corresponding to the minimum payment

If you do not benefit from a promotional rate, the minimum payment will be applied in the following order:

1. interest;
2. miscellaneous fees (ex. annual fees);
3. cash advances outstanding from the previous balance;
4. purchases outstanding from the previous balance and
5. cash advances and purchases appearing on your statement for the current period.

If you benefit from a promotional rate, the minimum payment will be applied in the following order:

1. interest;
2. miscellaneous fees;
3. purchases or cash advances bearing interest at the lowest rate, regardless of the order of their appearance on your statement.

9.2. Payment portion that exceeds the minimum payment

- **A single interest rate applies:** according to the order described in the previous section.
- **Different interest rates apply:** we will divide the remaining balance according to interest rate segments and apply the amount in accordance with the proportion each segment represents with respect to the remaining balance (prorated basis).

10. Liability of amounts charged to the account

10.1. Joint and several liability (the company and the authorized signatories are responsible)

As indicated in the credit card application, the company and the authorized signatories are solidarily (in Quebec) and jointly and severally (in the rest of Canada) liable for the obligations set out in this agreement. In particular, the company and authorized signatories are liable for all purchases, cash advances, interest and fees related to a card and charged to the account.

10.2. Corporate liability (company alone is responsible)

As indicated in the credit card application, only the company is liable for the obligations set out in this agreement. In particular, the company is liable for all purchases, cash advances, interest and fees related to a card and charged to the account.

11. Unauthorized use

11.1. Duty to inform us

You must inform use immediately:

› in case of loss or theft of a card or cheque associated with your credit card account and

› if you suspect that a third party is using your credit card account.

11.2. Liability for unauthorized use

All amounts charged to the account must be repaid, even if the use of the account does not comply with your instructions or policies.

However, unauthorized charges do not have to be repaid starting from the time we receive a written or verbal notice.

Unauthorized purchases or cash advances charged to the account before we are notified do not have to be repaid if:

a) the account is in good standing

b) cardholders have exercised reasonable care to protect the card and

c) you have not notified us of **2** or more unauthorized activities in the previous **12** months.

11.3. Cooperation in an investigation

You must cooperate fully in any investigation surrounding the circumstances of the unauthorized use of your credit card account and file a police report. You allow us to take any measures deemed necessary to recover the card and to report the loss or theft to the appropriate authorities.

11.4. Fraud by a cardholder who is not an authorized signatory

Several cards offer a compensation plan in the event of fraud by a cardholder who is not also an authorized signatory. If this is the case, the plan entitles you to a reimbursement limited to the actual loss

resulting from the fraudulent use of the credit card account by the cardholder. Compensation is limited to **$10,000** per account for each **12**-month period. You are not covered if the cardholder was negligent and contributed to the unauthorized or fraudulent use by another person. You must cooperate with us and file a police report.

11.5. Preventative measures

Passwords (including a PIN) must remain confidential at all times. You must notify us immediately if the confidentiality of a password is compromised or if you suspect another person of knowing it.

12. Statements of account and notices

12.1. Frequency

Every month, you will receive a statement indicating the debits and credits posted to the account during the period covered by the statement unless no transaction was made using the account.

12.2. Communication method (notices and statements)

Notices and statements sent by mail are deemed to have been delivered to you at your last known address appearing in our records.

Notices and statements sent electronically are deemed received by you the moment they are sent from our systems.

You must notify us immediately if you have not received a statement within **10** days of the date you normally receive it.

12.3. Statement verification

You must check each statement of account within **60** days of the date of issuance and notify us of any error, irregularity or possible fraudulent transaction appearing on the statement. After this period, you will no longer be able to contest items posted on your statement. The balance will then be considered to be final and accurate.

12.4. Supporting documents

Within **30** days of the statement date, you may obtain, free of charge, a copy of supporting documents for each of the transactions on your statement.

13. Foreign currency transactions

A transaction made in a foreign currency will appear on your statement in Canadian dollars.

To convert the amount of a transaction in a foreign currency to Canadian dollars, we use the same daily exchange rate as *Mastercard Worldwide*. The conversion takes place on the date the transaction is completed or, at the latest, on the date the transaction is posted to your account. A fee of **2.5%** will then be charged on the amount converted in Canadian dollars.

Please note that a transaction includes a debit or a credit to your account. Therefore, the applicable exchange rate may be different depending on the date and time of the transaction.

14. Amendment to this agreement

At our discretion, we may amend the conditions of this agreement by giving you at least **30** days' prior notice. An amendment to the agreement does not create a new agreement and the unchanged provisions of the agreement remain in effect. You are deemed to have accepted the modifications mentioned in the notice when (i) you fail to inform us in writing that you refuse the amendments and wish to terminate the agreement prior to the end of the notice period or (ii) the cardholders continue to use the account after the notice period.

15. Settlement of disputes with third parties

We are not responsible for problems associated with purchases or the quality of goods or services purchased using the credit card account. Any dispute with a merchant, including any right to compensation, must be settled directly with the merchant. In the event of a dispute with a merchant, you remain responsible for the payment of the entire

balance of the account. Certain advantages or services related to the credit card account may be offered by a third party. We are not responsible for such offers. Any dispute, including any right to compensation, must be settled directly with the third party.

16. Card ownership

The credit card remains our property and you cannot transfer the credit card to a third party. It must be returned to us on demand, in particular, if the terms and conditions set out in this agreement are not respected. We may issue, replace or cancel the credit card at our discretion or upon your request.

17. Assignment of rights

At any time and without your consent, we may assign to any person any amounts owing to us under the agreement and arising from the use of the account, with or without the benefit of the rights set out in the agreement or arising from any collateral. However, you cannot assign your rights under this agreement without obtaining our prior written authorization. This agreement is legally binding on our successors and assigns.

18. Transactions at an ATM using a credit card

If you have a bank account with us, you may access your bank account by using your credit card at an ATM. In this case, the contract you entered into when you opened your bank account will apply to this transaction.

If you do not have a bank account with us and use your credit card at an ATM to obtain cash advances, the cardholder agreement will apply to this transaction.

19. Duty to inform us

You confirm the accuracy of the information provided to us and you undertake to update it as needed. In particular, you must notify us of any change to the information, such as changes regarding the company's administrators and officers (name, surname, occupation, and function).

You must also notify us of a change of authorized signatory and cardholder as well as any change regarding their personal information.

20. Our instructions

You undertake to comply with our operational and legal guidelines pertaining to this agreement. You are responsible for ensuring that cardholders respect such guidelines.

21. Loyalty programs

Several of our cards offer loyalty programs. If you hold one of these cards, you are bound by the terms and conditions set out in the loyalty program upon the first use of the credit card account. These rules are available at **nbc.ca**.

22. Cancellation and payment on demand

22.1. Cancellation by us

The credit card account is made available at our discretion. We may, at any time, restrict in full or in part your right to use the card or the account, for example, when provisions of this agreement are not respected. We may demand the immediate payment of the full or partial amount due under the agreement and exercise our recourses, including those resulting from a collateral. Any omission on our part to exercise any of these rights does not constitute a waiver to exercise such rights at a later date.

The total balance will become payable immediately if you or an authorized signatory responsible of repaying the balance under section 10.1:

- assign property for the benefit of creditors;
- submit a proposal to creditors or
- request bankruptcy protection under insolvency legislation.

22.2. Cancellation by you

You may cancel this agreement by providing us with a written notice. We will then close the account and cancel the card and the cheques linked to the credit card account. All the provisions of the agreement will remain in effect until payment in full of amounts due.

23. Applicable legislation and jurisdiction

This agreement is governed exclusively by the province or territory where the company is based. If the company is based outside Canada, the legislation in effect in the province of Quebec governs this agreement. You irrevocably acknowledge the exclusive competence of the courts in the above province or territory with respect to the application and interpretation of this agreement, to the exclusion of any other tribunal or court of law.

24. Other agreements

Other agreements entered into with us may also apply to the credit card account. For example, if you carry out transactions at an automated banking machine using the credit card, these transactions will be subject to the conditions of all Bank agreements governing remote banking services. In the event of conflict, the provisions of this agreement will prevail over other agreements.

25. Protection of personal information

You undertake to ensure that cardholders consent to the collection, use and communication of personal information for the purposes of the issuance of the card and to enable us to provide continued services. You also undertake to inform them of our policy pertaining to the protection of personal information available at **nbc.ca**.

26. Language

You confirm it is your wish that this agreement and all related documents be drawn up in English. *Vous confirmez votre volonté que cette convention et tous les documents s'y rattachant soient rédigés en anglais.*

FEE SCHEDULE

Rates in effect at the issuance (except if a promotional rate applies)

Cards	Purchases	Balance Transfers and Cash Advances
Regular rates[1] Business, PREMIA, Platinum Business	**20.99%**	**22.99%**
Business Line	Prime rate plus an adjustment rate, as indicated on your card carrier and, after, on your statement	

Increased Rates

The annual interest rates will increase if the minimum payment is not made by the due date indicated on the statement twice during any **12**-month period. Any missed payment which occurs during a **12**-month period is counted, even if the missed payment has already been counted to increase the rates in the past or has occurred during such a period.

For all cards except the Business Line: the annual interest rates will be increased to **25.99%** for purchases and to **27.99%** for balance transfers and cash advances.

For the Business Line: the interest rate in effect when the **2**nd default occurred will be increased by **5%**.

These increased rates will take effect on the **3**rd statement period following the **2**nd missed payment. These increased rates will apply to your balance until you make the minimum payment by the due for a period of **9** consecutive months. After, the regular rates described above will apply, regardless of whether a promotional or reduced rate was in effect prior to the rate increase. For the Business Line, the rate in effect after this period will be the variable interest rates that applies to this card.

Annual fees: these fees are indicated in the card carrier at the issuance and after on the account statement.

Other fees

Posted to the account on the day of the transaction:

- Foreign currency conversion fee: see Section 13 of this agreement
- Fee for overlimit: **$29**.[1]

1 Fee charged once each statement period if the balance exceeds the credit limit on the billing date.

® MASTERCARD is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated. National Bank of Canada is an authorized user.

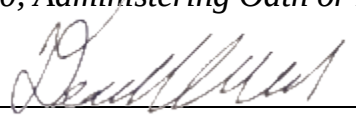
of National Bank of Canada.

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26357-002 (2023/06) 50414044

This is Exhibit "H" referred to in the
Affidavit of John Borch sworn by John Borch, before me at
the City of Toronto, in the Province of Ontario,
this 27th day of July, 2026 in accordance with
O. Reg. 431/20, Administering Oath or Declaration Remotely.



A Commissioner for taking affidavits

DEREK HARLAND
(LSO# 79504N)

NATIONAL BANK

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

GRANTED BY: Vector Health Laboratories Ltd. (hereafter called the "**Debtor**")

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

1. GRANT OF SECURITY INTEREST

1.1 Security Interest

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

(a) Receivables: all debts, accounts, claims and choses in action for monetary amounts (collectively, the "**Receivables**");

(b) Inventory: all inventory of whatever kind and wherever situated (collectively, the "**Inventory**");

(c) Equipment: all machinery, equipment, fixtures, furniture, vehicles and other goods which are not Inventory (collectively, the "**Equipment**");

(d) Securities: all shares, bonds, debentures and other securities (collectively, the "**Securities**");

(e) Instruments and Money: all bills, notes, cheques and other instruments (collectively, the "**Instruments**") and all money;

(f) Documents of Title and Chattel Paper: all warehouse receipts, bills of lading and other documents of title, whether negotiable or not, and all chattel paper;

(g) Intangibles: all intangibles not otherwise described in this Section 1.1 including, without limitation, all goodwill and all patents, trademarks, copyrights and other intellectual property;

(h) Real Property: all real and immovable property, both freehold and leasehold, together with all buildings and fixtures (collectively, the "**Real Property**"), and all rights under any lease or agreement relating to Real Property;

(i) Books and Records: all books, invoices, documents and other records in any form evidencing or relating to the Collateral; and

(j) Proceeds: all proceeds of any Collateral in any form derived directly or indirectly from any dealing with the Collateral or that indemnifies or compensates for the loss of or damage to the Collateral.

1.2 Obligations Secured

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

1.3 Certain definitions

(a) The terms "accessions", "accounts", "chattel paper", "documents of title", "equipment", "goods", "instruments", "intangibles", "inventory", "investment property", "money", "proceeds" and "securities" whenever used herein have the meanings given to those terms in the Personal Property Security Act currently in effect in the province referred to in Section 6.12 below;

(b) Any reference in this Agreement to the security granted hereby refers collectively to the security interest, mortgage, charge and assignment hereby granted in favour of the Bank.

(c) Any reference to "Debtor" refers to the undersigned, if one, or to each undersigned, if more than one. When the term "Debtor" designates more than one person or entity, each one shall be jointly and severally liable for the obligations stipulated herein.

1.4 Attachment of Security

The Debtor acknowledges that value has been given and agrees that the security granted hereby attaches upon the execution of this Agreement (or, in the case of any after-acquired property, at the time of acquisition by the Debtor of any rights therein). The parties have not agreed to postpone time of attachment.

1.5 Real Property

(a) With respect to (and only to) Real Property, the security granted hereby is constituted by way of floating charge, but will become a fixed charge upon the earlier of

(i) the Obligations becoming immediately payable, and

(ii) the occurrence of any other event which by

operation of law would result in such floating charge becoming a fixed charge;

(b) The security granted hereby will not extend to the last day of the term of any lease or agreement relating to Real Property, but the Debtor will hold such last day in trust for the Bank and, upon the enforcement by the Bank of its security, will assign such last day as directed by the Bank.

2. REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 Representations and Warranties

The Debtor hereby represents and warrants to the Bank that:

(a) the principal residence, chief executive office and registered office of the Debtor (as applicable) are located at the addresses specified in Schedule A; for the purposes of the *Personal Property Security Act* (Ontario), the Debtor is governed by the law of the jurisdiction specified in Schedule A, if applicable;

(b) the Inventory and Equipment of the Debtor are located at the addresses specified in Schedule A, except for goods in transit or on lease or consignment; and

(c) all motor vehicles, trailers, mobile or manufactured homes, aircraft, boats and outboard motors ("**Serial Numbered Goods**") in which the Debtor has rights and used as equipment are fully and accurately described in Schedule "A"; the Debtor will advise the Bank promptly, in writing, of any other Serial Numbered Goods that are held as Equipment and will provide the Bank with full and complete descriptions of such Serial Numbered Goods.

2.2 Covenants

The Debtor covenants with the Bank that the Debtor will:

(a) not change the location of its principal residence, chief executive office, registered office or its governing law, or move any of the Inventory or Equipment from the locations specified in Schedule A hereto, without the written consent of the Bank;

(b) not change its name without first giving written notice to the Bank of its proposed new name and, if the Debtor is a corporation, not amalgamate with any other corporation without the prior written consent of the Bank, which consent shall not be unreasonably withheld;

(c) preserve the value of the Collateral, and carry on its business in compliance with all applicable laws and regulations;

(d) not permit any Collateral consisting of personal property to be affixed to real property or to other personal property so as to become a fixture or accession without the written consent of the Bank;

(e) keep the Collateral free and clear of all liens, security interests, mortgages, charges, assignments and other encumbrances or interests except as permitted in writing by the Bank, acting reasonably;

(f) pay all taxes, levies, assessments and government fees or dues payable in respect of the Collateral as and when the same become due, and furnish to the Bank, when requested, evidence of such payment;

(g) whenever requested by the Bank, furnish to the Bank in writing all information requested relating to the Collateral, and the Bank will be entitled from time to time to inspect the Collateral and make copies of all information relating to the Collateral and for such purposes the Bank will have access to all premises occupied by the Debtor or where the Collateral may be found;

(h) ensure that the security granted hereby is at all times fully enforceable and perfected in respect of any Collateral; and

(i) pay to the Bank forthwith upon demand all costs, fees and expenses (including, without limitation, all legal, receiver, consulting and accounting fees and expenses) incurred or charged by the Bank in connection with the preparation, perfection, administration and discharge of this Agreement and the preservation and exercise of the rights, powers and remedies of the Bank; and all such costs, fees and expenses will bear interest at the highest rate borne by any of the Obligations and will form part of the Obligations.

2.3 Schedule A

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

3. INSURANCE

3.1 Insurance Covenant

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

3.2 Bank loss payee

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

4. DEALING WITH COLLATERAL

4.1 Disposition of Collateral by the Debtor

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

4.2 Notification of Account Debtors

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

4.3 Securities and Investment Property

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

(b) Where investment property (as defined in the *Personal Property Security Act* (Ontario)) is held in an account of a securities intermediary, the Debtor shall: (i) enter into, and use commercially reasonable efforts to cause any securities intermediary for any securities accounts or entitlements forming part of the Collateral to enter into, a securities account control agreement between the Bank, the Debtor and the said securities intermediary in a form and substance acceptable to the Bank; and (ii) enter into, and use commercially reasonable efforts to cause any issuer of uncertificated securities forming part of the Collateral to enter into, a securities account control agreement between the Bank, the Debtor and the said securities intermediary, in a form and substance acceptable to the Bank.

4.4 Proceeds held in Trust for the Bank

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

4.5 Application of Funds

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

4.6 Collateral held by the Bank

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

5. DEFAULT AND REMEDIES

5.1 Events of Default

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

(a) the Debtor does not pay to the Bank when payable any sum owing under the Obligations;

(b) the Debtor does not perform any of its covenants or obligations under this Agreement;

(c) any representation or warranty made by the Debtor herein or in any document provided at any time to the Bank in connection with this Agreement is incorrect or misleading in any material respect;

(d) the Debtor is in default under any other agreement with the Bank;

(e) the Debtor ceases or threatens to cease to carry on the business currently being carried on by it or a substantial portion thereof;

(f) the Debtor is insolvent;

(g) the commencement of any proceeding or the taking of any step by or against the Debtor (i) for the bankruptcy, reorganization, liquidation, dissolution or winding-up of the Debtor, (ii) for an arrangement or compromise with its creditors, or (iii) for the appointment of a trustee, receiver, custodian, liquidator or any other person with similar powers with respect to the Debtor or any part of the Collateral;

(h) the Collateral or any part thereof is seized or otherwise attached or is subject to a taking of possession by anyone and the same is not released or discharged within the shorter of a period of (i) 30 days and (ii) 10 days less than

such period as would permit such property to be sold pursuant thereto; or

(i) the Bank believes in good faith that the prospect of payment or performance of any of the Obligations is impaired or that the Collateral is in danger of being lost, damaged or confiscated, or of being encumbered by the Debtor or seized or otherwise attached.

5.2 Consequences of a Default

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

5.3 Remedies

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

(a) the Bank may take possession of the Collateral and require the Debtor to assemble the Collateral and deliver or make the Collateral available to the Bank at such places as may be specified by the Bank;

(b) the Bank may take such steps as it considers desirable to maintain, preserve or protect the Collateral;

(c) the Bank may carry on all or any part of the business of the Debtor;

(d) the Bank may enforce any rights of the Debtor in respect of the Collateral;

(e) the Bank may sell, lease or otherwise dispose of the Collateral at public auction, by private tender, by private sale or otherwise either for cash or upon credit, upon such terms and conditions as the Bank may determine and without notice to the Debtor unless required by law;

(f) the Bank may accept the Collateral in total or partial satisfaction of the Obligations in the manner provided by law;

(g) the Bank may, for any purpose specified herein, borrow money on the security of the Collateral, which security will rank in priority to the security granted hereby;

(h) the Bank may occupy and use all or any of the premises, buildings and plants occupied by the Debtor and use all or any of the Equipment and other property of the Debtor for such time as the Bank requires to facilitate the realization of the Collateral, free of charge; the Bank will not be liable for any rent, charges, depreciation or damages in connection with such actions; or

(i) the Bank may appoint a receiver or receiver and manager (each herein referred to as the "**Receiver**") of the whole or any part of the Collateral and may remove or replace such Receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of a Receiver of the Collateral.

5.4 Powers of the Receiver

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

5.5 Liability of Bank

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

5.6 Proceeds of Realization

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

6. GENERAL

6.1 Failure of Debtor to Perform

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

6.2 Power of Attorney

(a) The Debtor hereby irrevocably appoints the Bank to be the attorney of the Debtor for and in the name of the Debtor to do all things and execute and deliver, documents, financing

statements, demands and assignments which the Debtor is obliged to do or execute or deliver hereunder and generally to act in the name of the Debtor in the exercise of any of the powers hereby conferred on the Bank. This appointment, being coupled with an interest, shall be irrevocable until the discharge of the security interest created by this Agreement.

(b) If the Collateral at any time includes Securities, the Debtor irrevocably authorizes and appoints the Bank as its attorney and agent to transfer same or any part thereof into its own name or that of its nominee so that the Bank or its nominee can appear on record as the sole owner thereof; provided that, until the occurrence of an Event of Default that is continuing, the Bank will promptly provide to the Debtor all notices or other communications received by it or its nominee as such registered owner and, upon demand and receipt of payment of any necessary expenses thereof, will issue to the Debtor or its order a proxy to vote and take all action with respect to such Securities. After the occurrence of an Event of Default that is continuing, the Debtor waives all rights to receive any notices or communications received by the Bank or its nominee as such registered owner and agrees that no proxy issues by the Bank to the Debtor will remain effective. These powers are coupled with an interest and are irrevocable until this Agreement is terminated and the security interest created by this Agreement is released.

6.3 Appointment of Consultant

The Bank will be entitled to appoint a consultant to provide such services and advice as the Bank may determine in its sole discretion, with power to enter the Debtor's premises, to inspect and evaluate the Collateral, to make copies of the Debtor's records, to review the Debtor's business plans and projections, to assess the conduct and viability of the Debtor's business, to prepare reports on the Debtor's affairs and to distribute such reports to the Bank or to other such persons as the Bank may direct, provided that until an Event of Default has occurred and is continuing, the consultant shall be limited to taking such actions not more than twice in a calendar year without the prior consent and agreement of the Debtor. Such consultant will act as an agent for the Bank and will owe no duty to the Debtor. The consultant is to have no managerial or advisory capacity and will have no decision making responsibility. The Debtor authorizes the Bank to provide confidential information to the consultant. All fees and expenses in connection with the engagement of a consultant are payable by the Debtor to the Bank and, for greater certainty, Section 2.2(i) will apply to such fees and expenses.

6.4 Waivers by Debtor

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

6.5 Waivers of Legal Limitations

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

6.6 Copy of Documents and Consent to Filings

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

6.7 Notices

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

6.8 Additional Security and Other Remedies

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

6.9 Further Assurances

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

6.10 Discharge

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

6.11 Severability

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

6.12 Governing Law

This Agreement will be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

[Remainder of this page is intentionally left blank. Signature page follows.]]

IN WITNESS WHEREOF the parties have executed this Agreement this 31st day of August, 2023.

DEBTOR:
VECTOR HEALTH LABORATORIES LTD.

DocuSigned by:
Jay Fischbach
499900D966B34F2...

Name: Jay Fischbach
Title: Chief Operating Officer

BANK:
NATIONAL BANK OF CANADA

Name:
Title:

Name:
Title:

ADDRESS OF DEBTOR FOR NOTICE PURPOSES:

2 Bloor St. E., Suite 810, Toronto, Ontario, Canada, M4W 1A8

Attention: Kelly Ehler

Email: KellyE@keel.digital

ADDRESS OF BANK FOR NOTICE PURPOSES:

130 King St. West, Suite 3500, Toronto ON, M5X 1J9

Attention: Dave Lovett, Director

Email: dave.lovett@bnc.ca

IN WITNESS WHEREOF the parties have executed this Agreement this 31st day of August, 2023.

DEBTOR:
VECTOR HEALTH LABORATORIES LTD.

Name:
Title:

BANK:
NATIONAL BANK OF CANADA

Dave Lovett

Name: Dave Lovett
Title: Director

Name: Varun Hariharan
Title: Director

ADDRESS OF DEBTOR FOR NOTICE PURPOSES:

2 Bloor St. E., Suite 810, Toronto, Ontario, Canada, M4W 1A8

Attention: Kelly Ehler

Email: KellyE@keel.digital

ADDRESS OF BANK FOR NOTICE PURPOSES:

130 King St. West, Suite 3500, Toronto ON, M5X 1J9

Attention: Dave Lovett, Director

Email: dave.lovett@bnc.ca

SCHEDULE A

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

To a General Security Agreement made as of August 31, 2023 between Vector Health Laboratories Ltd., as Debtor and National Bank of Canada, as Bank.

1. **ADDRESS(ES) OF PLACE(S) OF BUSINESS (Section 2.1(a))**
   Principal residence (for individuals only): N/A
   Chief executive office (for businesses only)[1]: 2 Bloor St. E., Suite 810, Toronto, Ontario, Canada, M4W 1A8
   Registered office (for businesses only)[2]: same as above.
   Other place(s) of business[3]: 3400 One First Canadian Place, P.O. Box 130, Toronto, ON, M5X 1A4
   Governing law[4]: N/A
   [indicate governing law for a trust or partnership (other than a limited partnership), otherwise indicate N/A]: [ ]

2. **LOCATION OF INVENTORY AND EQUIPMENT (Section 2.1(b))**
   Address(es)[5]: same as above.
3. **EQUIPMENT CONSISTING OF SERIAL NUMBER GOODS (Section 2.1(c))**[6]

N/A

---

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

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

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

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

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

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

NATIONAL BANK

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

GRANTED BY: Get A-Head Inc. (hereafter called the "**Debtor**")

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

1. GRANT OF SECURITY INTEREST

1.1 Security Interest

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

(a) Receivables: all debts, accounts, claims and choses in action for monetary amounts (collectively, the "**Receivables**");

(b) Inventory: all inventory of whatever kind and wherever situated (collectively, the "**Inventory**");

(c) Equipment: all machinery, equipment, fixtures, furniture, vehicles and other goods which are not Inventory (collectively, the "**Equipment**");

(d) Securities: all shares, bonds, debentures and other securities (collectively, the "**Securities**");

(e) Instruments and Money: all bills, notes, cheques and other instruments (collectively, the "**Instruments**") and all money;

(f) Documents of Title and Chattel Paper: all warehouse receipts, bills of lading and other documents of title, whether negotiable or not, and all chattel paper;

(g) Intangibles: all intangibles not otherwise described in this Section 1.1 including, without limitation, all goodwill and all patents, trademarks, copyrights and other intellectual property;

(h) Real Property: all real and immovable property, both freehold and leasehold, together with all buildings and fixtures (collectively, the "**Real Property**"), and all rights under any lease or agreement relating to Real Property;

(i) Books and Records: all books, invoices, documents and other records in any form evidencing or relating to the Collateral; and

(j) Proceeds: all proceeds of any Collateral in any form derived directly or indirectly from any dealing with the Collateral or that indemnifies or compensates for the loss of or damage to the Collateral.

1.2 Obligations Secured

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

1.3 Certain definitions

(a) The terms "accessions", "accounts", "chattel paper", "documents of title", "equipment", "goods", "instruments", "intangibles", "inventory", "investment property", "money", "proceeds" and "securities" whenever used herein have the meanings given to those terms in the Personal Property Security Act currently in effect in the province referred to in Section 6.12 below;

(b) Any reference in this Agreement to the security granted hereby refers collectively to the security interest, mortgage, charge and assignment hereby granted in favour of the Bank.

(c) Any reference to "Debtor" refers to the undersigned, if one, or to each undersigned, if more than one. When the term "Debtor" designates more than one person or entity, each one shall be jointly and severally liable for the obligations stipulated herein.

1.4 Attachment of Security

The Debtor acknowledges that value has been given and agrees that the security granted hereby attaches upon the execution of this Agreement (or, in the case of any after-acquired property, at the time of acquisition by the Debtor of any rights therein). The parties have not agreed to postpone time of attachment.

1.5 Real Property

(a) With respect to (and only to) Real Property, the security granted hereby is constituted by way of floating charge, but will become a fixed charge upon the earlier of

(i) the Obligations becoming immediately payable, and

(ii) the occurrence of any other event which by

operation of law would result in such floating charge becoming a fixed charge;

(b) The security granted hereby will not extend to the last day of the term of any lease or agreement relating to Real Property, but the Debtor will hold such last day in trust for the Bank and, upon the enforcement by the Bank of its security, will assign such last day as directed by the Bank.

2. REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 Representations and Warranties

The Debtor hereby represents and warrants to the Bank that:

(a) the principal residence, chief executive office and registered office of the Debtor (as applicable) are located at the addresses specified in Schedule A; for the purposes of the *Personal Property Security Act* (Ontario), the Debtor is governed by the law of the jurisdiction specified in Schedule A, if applicable;

(b) the Inventory and Equipment of the Debtor are located at the addresses specified in Schedule A, except for goods in transit or on lease or consignment; and

(c) all motor vehicles, trailers, mobile or manufactured homes, aircraft, boats and outboard motors ("**Serial Numbered Goods**") in which the Debtor has rights and used as equipment are fully and accurately described in Schedule "A"; the Debtor will advise the Bank promptly, in writing, of any other Serial Numbered Goods that are held as Equipment and will provide the Bank with full and complete descriptions of such Serial Numbered Goods.

2.2 Covenants

The Debtor covenants with the Bank that the Debtor will:

(a) not change the location of its principal residence, chief executive office, registered office or its governing law, or move any of the Inventory or Equipment from the locations specified in Schedule A hereto, without the written consent of the Bank;

(b) not change its name without first giving written notice to the Bank of its proposed new name and, if the Debtor is a corporation, not amalgamate with any other corporation without the prior written consent of the Bank, which consent shall not be unreasonably withheld;

(c) preserve the value of the Collateral, and carry on its business in compliance with all applicable laws and regulations;

(d) not permit any Collateral consisting of personal property to be affixed to real property or to other personal property so as to become a fixture or accession without the written consent of the Bank;

(e) keep the Collateral free and clear of all liens, security interests, mortgages, charges, assignments and other encumbrances or interests except as permitted in writing by the Bank, acting reasonably;

(f) pay all taxes, levies, assessments and government fees or dues payable in respect of the Collateral as and when the same become due, and furnish to the Bank, when requested, evidence of such payment;

(g) whenever requested by the Bank, furnish to the Bank in writing all information requested relating to the Collateral, and the Bank will be entitled from time to time to inspect the Collateral and make copies of all information relating to the Collateral and for such purposes the Bank will have access to all premises occupied by the Debtor or where the Collateral may be found;

(h) ensure that the security granted hereby is at all times fully enforceable and perfected in respect of any Collateral; and

(i) pay to the Bank forthwith upon demand all costs, fees and expenses (including, without limitation, all legal, receiver, consulting and accounting fees and expenses) incurred or charged by the Bank in connection with the preparation, perfection, administration and discharge of this Agreement and the preservation and exercise of the rights, powers and remedies of the Bank; and all such costs, fees and expenses will bear interest at the highest rate borne by any of the Obligations and will form part of the Obligations.

2.3 Schedule A

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

3. INSURANCE

3.1 Insurance Covenant

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

3.2 Bank loss payee

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

4. DEALING WITH COLLATERAL

4.1 Disposition of Collateral by the Debtor

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

4.2 Notification of Account Debtors

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

4.3 Securities and Investment Property

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

(b) Where investment property (as defined in the *Personal Property Security Act* (Ontario)) is held in an account of a securities intermediary, the Debtor shall: (i) enter into, and use commercially reasonable efforts to cause any securities intermediary for any securities accounts or entitlements forming part of the Collateral to enter into, a securities account control agreement between the Bank, the Debtor and the said securities intermediary in a form and substance acceptable to the Bank; and (ii) enter into, and use commercially reasonable efforts to cause any issuer of uncertificated securities forming part of the Collateral to enter into, a securities account control agreement between the Bank, the Debtor and the said securities intermediary, in a form and substance acceptable to the Bank.

4.4 Proceeds held in Trust for the Bank

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

4.5 Application of Funds

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

4.6 Collateral held by the Bank

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

5. DEFAULT AND REMEDIES

5.1 Events of Default

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

(a) the Debtor does not pay to the Bank when payable any sum owing under the Obligations;

(b) the Debtor does not perform any of its covenants or obligations under this Agreement;

(c) any representation or warranty made by the Debtor herein or in any document provided at any time to the Bank in connection with this Agreement is incorrect or misleading in any material respect;

(d) the Debtor is in default under any other agreement with the Bank;

(e) the Debtor ceases or threatens to cease to carry on the business currently being carried on by it or a substantial portion thereof;

(f) the Debtor is insolvent;

(g) the commencement of any proceeding or the taking of any step by or against the Debtor (i) for the bankruptcy, reorganization, liquidation, dissolution or winding-up of the Debtor, (ii) for an arrangement or compromise with its creditors, or (iii) for the appointment of a trustee, receiver, custodian, liquidator or any other person with similar powers with respect to the Debtor or any part of the Collateral;

(h) the Collateral or any part thereof is seized or otherwise attached or is subject to a taking of possession by anyone and the same is not released or discharged within the shorter of a period of (i) 30 days and (ii) 10 days less than

such period as would permit such property to be sold pursuant thereto; or

(i) the Bank believes in good faith that the prospect of payment or performance of any of the Obligations is impaired or that the Collateral is in danger of being lost, damaged or confiscated, or of being encumbered by the Debtor or seized or otherwise attached.

5.2 Consequences of a Default

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

5.3 Remedies

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

(a) the Bank may take possession of the Collateral and require the Debtor to assemble the Collateral and deliver or make the Collateral available to the Bank at such places as may be specified by the Bank;

(b) the Bank may take such steps as it considers desirable to maintain, preserve or protect the Collateral;

(c) the Bank may carry on all or any part of the business of the Debtor;

(d) the Bank may enforce any rights of the Debtor in respect of the Collateral;

(e) the Bank may sell, lease or otherwise dispose of the Collateral at public auction, by private tender, by private sale or otherwise either for cash or upon credit, upon such terms and conditions as the Bank may determine and without notice to the Debtor unless required by law;

(f) the Bank may accept the Collateral in total or partial satisfaction of the Obligations in the manner provided by law;

(g) the Bank may, for any purpose specified herein, borrow money on the security of the Collateral, which security will rank in priority to the security granted hereby;

(h) the Bank may occupy and use all or any of the premises, buildings and plants occupied by the Debtor and use all or any of the Equipment and other property of the Debtor for such time as the Bank requires to facilitate the realization of the Collateral, free of charge; the Bank will not be liable for any rent, charges, depreciation or damages in connection with such actions; or

(i) the Bank may appoint a receiver or receiver and manager (each herein referred to as the "**Receiver**") of the whole or any part of the Collateral and may remove or replace such Receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of a Receiver of the Collateral.

5.4 Powers of the Receiver

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

5.5 Liability of Bank

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

5.6 Proceeds of Realization

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

6. GENERAL

6.1 Failure of Debtor to Perform

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

6.2 Power of Attorney

(a) The Debtor hereby irrevocably appoints the Bank to be the attorney of the Debtor for and in the name of the Debtor to do all things and execute and deliver, documents, financing

statements, demands and assignments which the Debtor is obliged to do or execute or deliver hereunder and generally to act in the name of the Debtor in the exercise of any of the powers hereby conferred on the Bank. This appointment, being coupled with an interest, shall be irrevocable until the discharge of the security interest created by this Agreement.

(b) If the Collateral at any time includes Securities, the Debtor irrevocably authorizes and appoints the Bank as its attorney and agent to transfer same or any part thereof into its own name or that of its nominee so that the Bank or its nominee can appear on record as the sole owner thereof; provided that, until the occurrence of an Event of Default that is continuing, the Bank will promptly provide to the Debtor all notices or other communications received by it or its nominee as such registered owner and, upon demand and receipt of payment of any necessary expenses thereof, will issue to the Debtor or its order a proxy to vote and take all action with respect to such Securities. After the occurrence of an Event of Default that is continuing, the Debtor waives all rights to receive any notices or communications received by the Bank or its nominee as such registered owner and agrees that no proxy issues by the Bank to the Debtor will remain effective. These powers are coupled with an interest and are irrevocable until this Agreement is terminated and the security interest created by this Agreement is released.

6.3 Appointment of Consultant

The Bank will be entitled to appoint a consultant to provide such services and advice as the Bank may determine in its sole discretion, with power to enter the Debtor's premises, to inspect and evaluate the Collateral, to make copies of the Debtor's records, to review the Debtor's business plans and projections, to assess the conduct and viability of the Debtor's business, to prepare reports on the Debtor's affairs and to distribute such reports to the Bank or to other such persons as the Bank may direct, provided that until an Event of Default has occurred and is continuing, the consultant shall be limited to taking such actions not more than twice in a calendar year without the prior consent and agreement of the Debtor. Such consultant will act as an agent for the Bank and will owe no duty to the Debtor. The consultant is to have no managerial or advisory capacity and will have no decision making responsibility. The Debtor authorizes the Bank to provide confidential information to the consultant. All fees and expenses in connection with the engagement of a consultant are payable by the Debtor to the Bank and, for greater certainty, Section 2.2(i) will apply to such fees and expenses.

6.4 Waivers by Debtor

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

6.5 Waivers of Legal Limitations

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

6.6 Copy of Documents and Consent to Filings

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

6.7 Notices

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

6.8 Additional Security and Other Remedies

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

6.9 Further Assurances

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

6.10 Discharge

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

6.11 Severability

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

6.12 Governing Law

This Agreement will be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

[Remainder of this page is intentionally left blank. Signature page follows.]]

IN WITNESS WHEREOF the parties have executed this Agreement this 31st day of August, 2023.

DEBTOR:
GET A-HEAD INC.

DocuSigned by:
Jay Fischbach
499900D966B34F2...

Name: Jay Fischbach
Title: Chief Operating Officer

BANK:
NATIONAL BANK OF CANADA

Name:
Title:

Name:
Title:

ADDRESS OF DEBTOR FOR NOTICE PURPOSES:

2 Bloor St. E., Suite 810, Toronto, Ontario, Canada, M4W 1A8

Attention: Kelly Ehler

Email: KellyE@keel.digital

ADDRESS OF BANK FOR NOTICE PURPOSES:

130 King St. West, Suite 3500, Toronto ON, M5X 1J9

Attention: Dave Lovett, Director

Email: dave.lovett@bnc.ca

IN WITNESS WHEREOF the parties have executed this Agreement this 31st day of August, 2023.

DEBTOR:
GET A-HEAD INC.

Name:
Title:

BANK:
NATIONAL BANK OF CANADA

Dave Lovett

Name: Dave Lovett
Title: Director

Name: Varun Hariharan
Title: Director

ADDRESS OF DEBTOR FOR NOTICE PURPOSES:

2 Bloor St. E., Suite 810, Toronto, Ontario, Canada, M4W 1A8

Attention: Kelly Ehler

Email: KellyE@keel.digital

ADDRESS OF BANK FOR NOTICE PURPOSES:

130 King St. West, Suite 3500, Toronto ON, M5X 1J9

Attention: Dave Lovett, Director

Email: dave.lovett@bnc.ca

SCHEDULE A

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

To a General Security Agreement made as of August 31, 2023 between Get A-Head Inc., as Debtor and National Bank of Canada, as Bank.

1. **ADDRESS(ES) OF PLACE(S) OF BUSINESS (Section 2.1(a))**
   Principal residence (for individuals only): N/A
   Chief executive office (for businesses only)[1]: 2 Bloor St. E., Suite 810, Toronto, Ontario, Canada, M4W 1A8
   Registered office (for businesses only)[2]: same as above.
   Other place(s) of business[3]: 3400 One First Canadian Place, P.O. Box 130, Toronto, ON, M5X 1A4
   Governing law[4]: N/A
   [indicate governing law for a trust or partnership (other than a limited partnership), otherwise indicate N/A]: [ ]

2. **LOCATION OF INVENTORY AND EQUIPMENT (Section 2.1(b))**
   Address(es)[5]: same as above.
3. **EQUIPMENT CONSISTING OF SERIAL NUMBER GOODS (Section 2.1(c))**[6]

N/A

---

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

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

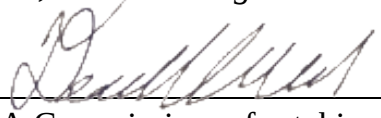
3 Indicate "none" if the Debtor has no other place of business.

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

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

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

This is Exhibit “I” referred to in the
Affidavit of John Borch sworn by John Borch, before me at
the City of Toronto, in the Province of Ontario,
this 27th day of July, 2026 in accordance with
O. Reg. 431/20, Administering Oath or Declaration Remotely.



A Commissioner for taking affidavits

DEREK HARLAND
(LSO# 79504N)

NATIONAL BANK

GUARANTEE
(Canada except Quebec)

To: NATIONAL BANK OF CANADA

1. In consideration of National Bank of Canada (hereinafter the "**Bank**") dealing with Get A-Head Inc., Tulip Health Inc., FIQ Lab Services Corp. and Keel Digital Solutions Ltd. (collectively, and each one individually as the context may require, the "**Client**"), the undersigned and each of them, if more than one, jointly and severally guarantees payment to the Bank of all present and future debts and liabilities of the Client (direct or indirect, absolute or contingent, matured or otherwise), whether incurred by the Client alone or jointly with any person or persons, or otherwise howsoever, including all costs and disbursements incurred by the Bank in recovering or attempting to recover said debts and liabilities (the "**Secured Indebtedness**"), for an unlimited amount, with interest thereon from the date payment is demanded, at the rate agreed upon between the Bank and the Client.

2. In this guarantee, the term "**Guarantor**" means the undersigned and, if there is more than one, each of them. This guarantee is a continuing guarantee and will subsist notwithstanding occasional repayment of the Secured Indebtedness in whole or in part.

3. All monies, advances, renewals and credits borrowed or effectively obtained by the Client from the Bank will be deemed to form part of the Secured Indebtedness, notwithstanding any lack of power, incapacity or disability of the Client or of the directors, partners or agents thereof, or that the Client may not be a legal or suable entity, or any irregularity, defect or invalidity in the borrowing or obtaining of such monies, advances, renewals or credits, in each case whether known to the Bank or not.

4. This guarantee will not be affected by any event, condition or circumstance or any act, delay, abstention or omission to act of any kind by the Client, the Bank or any other person, that might constitute a legal or equitable defence to or a discharge, limitation or reduction of the Guarantor's obligations hereunder, including (i) the death or loss or diminution of capacity of the Client or of the Guarantor, (ii) any change in the name of the Client or in the membership of the firm of the Client through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, (iii) the acquisition of the business of the Client by anyone, (iv) any change whatsoever in the objects, capital structure or constitution of the Client, (v) the Client or the business of the Client being amalgamated with a firm or corporation, or (vi) the bankruptcy, insolvency or winding up of the Client or any other person.

5. The Guarantor will be solely responsible for making its independent appraisal and investigation of the financial condition of the Client and for the assessment of the risks arising from this guarantee. The Bank will have no obligation to advise the Guarantor of any change in the financial condition of the Client or in the Bank's dealings with the Client.

6. This guarantee will not be diminished or modified on account of any act on the part of the Bank which would prevent subrogation from operating in favour of the Guarantor. The Bank, without exonerating in whole or in part the Guarantor, may (i) amend the terms and conditions of the debts and liabilities hereby guaranteed, (ii) grant time, renewals, extensions, indulgences, releases and discharges to and take security from the Guarantor, (iii) abstain from taking, perfecting, registering, renewing or realizing on security, (iv) accept compromises and (v) otherwise deal with the Client and with any other person or persons, including any other guarantors, as it may see fit.

7. All monies received by the Bank from the Client or from any other person, capable of being applied by the Bank in reduction of the Secured Indebtedness will be considered payments in gross and the Guarantor will have no right to claim them to reduce its liability under this guarantee. The Bank will have the right to apply these monies as it may see fit, not being bound by the law of imputation. The Guarantor will have no right to be subrogated to the Bank until the Bank will have received payment in full of its claims against the Client with interest and costs.

8. The Bank will not be obliged to exhaust its recourse against the Client or other persons or the security it may hold before being entitled to payment from the Guarantor of the Secured Indebtedness and it will not be obliged to offer or deliver its security before its whole claim has been paid. The Guarantor waives all benefits of discussion and division.

9. The Guarantor will be bound by any account settled between the Bank and the Client and, if no such account has been so settled, any account stated by the Bank will be accepted by the Guarantor as conclusive evidence of the amount which at the date of the account so stated is due by the Client to the Bank.

10. The Guarantor will make payment to the Bank of the amount of its liability forthwith after demand therefor is made in writing. Such demand will be deemed to have been made when a postage-paid envelope containing it addressed to the Guarantor at its last address known to the Bank is mailed. The liability of the Guarantor will bear interest from the date of such demand at the rate or rates then applicable to the Secured Indebtedness of the Client to the Bank.

11. All indebtedness and liability, present and future, of the Client to the Guarantor are hereby postponed to the Secured Indebtedness of the Client to the Bank. All monies received from the Client or on its behalf by the Guarantor will be held in its capacity as agent and trustee for the Bank and will be paid over to the Bank forthwith. Any amount thereby received by the Guarantor will not reduce the Client's obligations to the Bank as long as this amount has not been paid to the Bank.

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

Moreover, all indebtedness and liability, present and future, of the Client to the Guarantor are hereby assigned to the Bank as additional security for payment of the Secured Indebtedness. In the event that the guarantee is terminated pursuant to Section 12, this subordination and assignment will subsist until full payment of the Secured Indebtedness for which the Guarantor is liable on the date of termination.

12. This guarantee will bind the Guarantor together with its successors and assigns until termination thereof by notice in writing to the manager of the Bank branch at which the Client's account is held, but such termination by the Guarantor or its successors or assigns will not prevent the continuance of the liability hereunder of any other guarantor.

13. The Guarantor will indemnify the Bank for any loss suffered by the Bank if any of the debts and liabilities intended to be guaranteed hereunder is not recoverable from the Guarantor under the other provisions of this guarantee. The amount of the loss will be equal to the amount which the Bank would otherwise have been entitled to recover.

14. This guarantee is in addition to and not in substitution for any other guarantee, by whomsoever given, at any time held by the Bank, and without prejudice to any other security, by whomsoever given, held at any time by the Bank and the Bank will be under no obligation to marshall in favour of the Guarantor any such security or any of the funds or assets the Bank may be entitled to receive or have a claim upon. All the provisions of such other guarantee remain in force.

15. This guarantee and agreement will be valid and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank will be conclusive evidence against the Guarantor that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any condition has been complied with. None of the parties will be bound by any representation or promise made by any person relative thereto which is not embodied herein. The liability of each Guarantor hereunder begins on the date of its signature on this guarantee.

16. This guarantee will be binding upon the undersigned and any of them, if more than one, jointly and severally between them and with the Client and also upon their heirs, executors, administrators and successors and will extend to and enure to the benefit of the successors and assigns of the Bank. Each and every provision hereof is severable and should any provision hereof be illegal or not enforceable for any reason whatsoever, such illegality or invalidity will not affect the other provisions hereof.

17. This guarantee may be executed in several counterparts, and each of the parties may sign a different counterpart. All such counterparts taken together constitute one and the same document. The electronic transmission (by telecopier, by scanned attachment to an email or by any other medium, technology, record or computer system chosen by the Bank) of this guarantee signed by the Guarantor (including by electronic signature) has the same effect as if the Guarantor had manually delivered to the Bank a copy of this guarantee signed by it. Such electronic counterparts are deemed to be originals.

18. This guarantee will be construed and governed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and the Guarantor agrees that any legal suit, action or proceeding arising out of or relating to this guarantee may be instituted in the courts of such province, and the Guarantor hereby accepts and irrevocably submits to the jurisdiction of the said courts, and acknowledges their competence and agrees to be bound by any judgment thereof, provided that nothing herein will limit the Bank's right to bring proceedings against the Guarantor elsewhere.

19. The Guarantor acknowledges having read and taken cognizance of this guarantee before signing it and declares that he understands perfectly the terms, conditions and undertakings contained herein. The Guarantor also acknowledges having received a copy of this guarantee on the date hereof.

[Remainder of this page is intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF the Guarantor has executed this guarantee at Toronto, Ontario

this 31st day of August, 2023.

SIGNED, SEALED AND DELIVERED

GUARANTOR:

VECTOR HEALTH LABORATORIES LTD.

DocuSigned by:

Jay Fischbach

499900D966B34F2...

Name: Jay Fischbach

Title: Chief Operating Officer

NATIONAL BANK

GUARANTEE
(Canada except Quebec)

To: NATIONAL BANK OF CANADA

1. In consideration of National Bank of Canada (hereinafter the "**Bank**") dealing with Vector Health Laboratories Ltd., Tulip Health Inc., FIQ Lab Services Corp. and Keel Digital Solutions Ltd. (collectively, and each one individually as the context may require, the "**Client**"), the undersigned and each of them, if more than one, jointly and severally guarantees payment to the Bank of all present and future debts and liabilities of the Client (direct or indirect, absolute or contingent, matured or otherwise), whether incurred by the Client alone or jointly with any person or persons, or otherwise howsoever, including all costs and disbursements incurred by the Bank in recovering or attempting to recover said debts and liabilities (the "**Secured Indebtedness**"), for an unlimited amount, with interest thereon from the date payment is demanded, at the rate agreed upon between the Bank and the Client.

2. In this guarantee, the term "**Guarantor**" means the undersigned and, if there is more than one, each of them. This guarantee is a continuing guarantee and will subsist notwithstanding occasional repayment of the Secured Indebtedness in whole or in part.

3. All monies, advances, renewals and credits borrowed or effectively obtained by the Client from the Bank will be deemed to form part of the Secured Indebtedness, notwithstanding any lack of power, incapacity or disability of the Client or of the directors, partners or agents thereof, or that the Client may not be a legal or suable entity, or any irregularity, defect or invalidity in the borrowing or obtaining of such monies, advances, renewals or credits, in each case whether known to the Bank or not.

4. This guarantee will not be affected by any event, condition or circumstance or any act, delay, abstention or omission to act of any kind by the Client, the Bank or any other person, that might constitute a legal or equitable defence to or a discharge, limitation or reduction of the Guarantor's obligations hereunder, including (i) the death or loss or diminution of capacity of the Client or of the Guarantor, (ii) any change in the name of the Client or in the membership of the firm of the Client through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, (iii) the acquisition of the business of the Client by anyone, (iv) any change whatsoever in the objects, capital structure or constitution of the Client, (v) the Client or the business of the Client being amalgamated with a firm or corporation, or (vi) the bankruptcy, insolvency or winding up of the Client or any other person.

5. The Guarantor will be solely responsible for making its independent appraisal and investigation of the financial condition of the Client and for the assessment of the risks arising from this guarantee. The Bank will have no obligation to advise the Guarantor of any change in the financial condition of the Client or in the Bank's dealings with the Client.

6. This guarantee will not be diminished or modified on account of any act on the part of the Bank which would prevent subrogation from operating in favour of the Guarantor. The Bank, without exonerating in whole or in part the Guarantor, may (i) amend the terms and conditions of the debts and liabilities hereby guaranteed, (ii) grant time, renewals, extensions, indulgences, releases and discharges to and take security from the Guarantor, (iii) abstain from taking, perfecting, registering, renewing or realizing on security, (iv) accept compromises and (v) otherwise deal with the Client and with any other person or persons, including any other guarantors, as it may see fit.

7. All monies received by the Bank from the Client or from any other person, capable of being applied by the Bank in reduction of the Secured Indebtedness will be considered payments in gross and the Guarantor will have no right to claim them to reduce its liability under this guarantee. The Bank will have the right to apply these monies as it may see fit, not being bound by the law of imputation. The Guarantor will have no right to be subrogated to the Bank until the Bank will have received payment in full of its claims against the Client with interest and costs.

8. The Bank will not be obliged to exhaust its recourse against the Client or other persons or the security it may hold before being entitled to payment from the Guarantor of the Secured Indebtedness and it will not be obliged to offer or deliver its security before its whole claim has been paid. The Guarantor waives all benefits of discussion and division.

9. The Guarantor will be bound by any account settled between the Bank and the Client and, if no such account has been so settled, any account stated by the Bank will be accepted by the Guarantor as conclusive evidence of the amount which at the date of the account so stated is due by the Client to the Bank.

10. The Guarantor will make payment to the Bank of the amount of its liability forthwith after demand therefor is made in writing. Such demand will be deemed to have been made when a postage-paid envelope containing it addressed to the Guarantor at its last address known to the Bank is mailed. The liability of the Guarantor will bear interest from the date of such demand at the rate or rates then applicable to the Secured Indebtedness of the Client to the Bank.

11. All indebtedness and liability, present and future, of the Client to the Guarantor are hereby postponed to the Secured Indebtedness of the Client to the Bank. All monies received from the Client or on its behalf by the Guarantor will be held in its capacity as agent and trustee for the Bank and will be paid over to the Bank forthwith. Any amount thereby received by the Guarantor will not reduce the Client's obligations to the Bank as long as this amount has not been paid to the Bank.

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

Moreover, all indebtedness and liability, present and future, of the Client to the Guarantor are hereby assigned to the Bank as additional security for payment of the Secured Indebtedness. In the event that the guarantee is terminated pursuant to Section 12, this subordination and assignment will subsist until full payment of the Secured Indebtedness for which the Guarantor is liable on the date of termination.

12. This guarantee will bind the Guarantor together with its successors and assigns until termination thereof by notice in writing to the manager of the Bank branch at which the Client's account is held, but such termination by the Guarantor or its successors or assigns will not prevent the continuance of the liability hereunder of any other guarantor.

13. The Guarantor will indemnify the Bank for any loss suffered by the Bank if any of the debts and liabilities intended to be guaranteed hereunder is not recoverable from the Guarantor under the other provisions of this guarantee. The amount of the loss will be equal to the amount which the Bank would otherwise have been entitled to recover.

14. This guarantee is in addition to and not in substitution for any other guarantee, by whomsoever given, at any time held by the Bank, and without prejudice to any other security, by whomsoever given, held at any time by the Bank and the Bank will be under no obligation to marshall in favour of the Guarantor any such security or any of the funds or assets the Bank may be entitled to receive or have a claim upon. All the provisions of such other guarantee remain in force.

15. This guarantee and agreement will be valid and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank will be conclusive evidence against the Guarantor that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any condition has been complied with. None of the parties will be bound by any representation or promise made by any person relative thereto which is not embodied herein. The liability of each Guarantor hereunder begins on the date of its signature on this guarantee.

16. This guarantee will be binding upon the undersigned and any of them, if more than one, jointly and severally between them and with the Client and also upon their heirs, executors, administrators and successors and will extend to and enure to the benefit of the successors and assigns of the Bank. Each and every provision hereof is severable and should any provision hereof be illegal or not enforceable for any reason whatsoever, such illegality or invalidity will not affect the other provisions hereof.

17. This guarantee may be executed in several counterparts, and each of the parties may sign a different counterpart. All such counterparts taken together constitute one and the same document. The electronic transmission (by telecopier, by scanned attachment to an email or by any other medium, technology, record or computer system chosen by the Bank) of this guarantee signed by the Guarantor (including by electronic signature) has the same effect as if the Guarantor had manually delivered to the Bank a copy of this guarantee signed by it. Such electronic counterparts are deemed to be originals.

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19. The Guarantor acknowledges having read and taken cognizance of this guarantee before signing it and declares that he understands perfectly the terms, conditions and undertakings contained herein. The Guarantor also acknowledges having received a copy of this guarantee on the date hereof.

[Remainder of this page is intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF the Guarantor has executed this guarantee at Toronto, Ontario

this 31st day of August, 2023.

SIGNED, SEALED AND DELIVERED

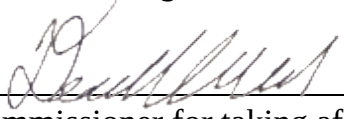
GUARANTOR:

GET A-HEAD INC.

DocuSigned by:
Jay Fischbach
499900D966B34F2...

Name: Jay Fischbach
Title: Chief Operating Officer

This is Exhibit “J” referred to in the
Affidavit of John Borch sworn by John Borch, before me at
the City of Toronto, in the Province of Ontario,
this 27th day of July, 2026 in accordance with
O. Reg. 431/20, Administering Oath or Declaration Remotely.



A Commissioner for taking affidavits

DEREK HARLAND
(LSO# 79504N)

NATIONAL BANK

GUARANTEE
(Canada except Quebec)

To: NATIONAL BANK OF CANADA

1. In consideration of National Bank of Canada (hereinafter the "**Bank**") dealing with Vector Health Laboratories Ltd., Get A-Head Inc., Tulip Health Inc. and FIQ Lab Services Corp. (collectively, and each one individually as the context may require, the "**Client**"), the undersigned and each of them, if more than one, jointly and severally guarantees payment to the Bank of all present and future debts and liabilities of the Client (direct or indirect, absolute or contingent, matured or otherwise), whether incurred by the Client alone or jointly with any person or persons, or otherwise howsoever, including all costs and disbursements incurred by the Bank in recovering or attempting to recover said debts and liabilities (the "**Secured Indebtedness**"), for an unlimited amount, with interest thereon from the date payment is demanded, at the rate agreed upon between the Bank and the Client.

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3. All monies, advances, renewals and credits borrowed or effectively obtained by the Client from the Bank will be deemed to form part of the Secured Indebtedness, notwithstanding any lack of power, incapacity or disability of the Client or of the directors, partners or agents thereof, or that the Client may not be a legal or suable entity, or any irregularity, defect or invalidity in the borrowing or obtaining of such monies, advances, renewals or credits, in each case whether known to the Bank or not.

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14. This guarantee is in addition to and not in substitution for any other guarantee, by whomsoever given, at any time held by the Bank, and without prejudice to any other security, by whomsoever given, held at any time by the Bank and the Bank will be under no obligation to marshall in favour of the Guarantor any such security or any of the funds or assets the Bank may be entitled to receive or have a claim upon. All the provisions of such other guarantee remain in force.

15. This guarantee and agreement will be valid and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank will be conclusive evidence against the Guarantor that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any condition has been complied with. None of the parties will be bound by any representation or promise made by any person relative thereto which is not embodied herein. The liability of each Guarantor hereunder begins on the date of its signature on this guarantee.

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19. The Guarantor acknowledges having read and taken cognizance of this guarantee before signing it and declares that he understands perfectly the terms, conditions and undertakings contained herein. The Guarantor also acknowledges having received a copy of this guarantee on the date hereof.

[Remainder of this page is intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF the Guarantor has executed this guarantee at Toronto, Ontario

this 31st day of August, 2023.

SIGNED, SEALED AND DELIVERED

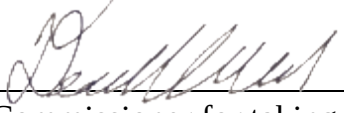
GUARANTOR:

KEEL DIGITAL SOLUTIONS LTD.

DocuSigned by:
Jay Fischbach
499900D966B34F2...

Name: Jay Fischbach
Title: Chief Operating Officer

This is Exhibit “K” referred to in the
Affidavit of John Borch sworn by John Borch, before me at
the City of Toronto, in the Province of Ontario,
this 27th day of July, 2026 in accordance with
O. Reg. 431/20, Administering Oath or Declaration Remotely.



A Commissioner for taking affidavits

DEREK HARLAND
(LSO# 79504N)

NATIONAL BANK

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

GRANTED BY: Keel Digital Solutions Ltd. (hereafter called the "**Debtor**")

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

1. GRANT OF SECURITY INTEREST

1.1 Security Interest

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

(a) Receivables: all debts, accounts, claims and choses in action for monetary amounts (collectively, the "**Receivables**");

(b) Inventory: all inventory of whatever kind and wherever situated (collectively, the "**Inventory**");

(c) Equipment: all machinery, equipment, fixtures, furniture, vehicles and other goods which are not Inventory (collectively, the "**Equipment**");

(d) Securities: all shares, bonds, debentures and other securities (collectively, the "**Securities**");

(e) Instruments and Money: all bills, notes, cheques and other instruments (collectively, the "**Instruments**") and all money;

(f) Documents of Title and Chattel Paper: all warehouse receipts, bills of lading and other documents of title, whether negotiable or not, and all chattel paper;

(g) Intangibles: all intangibles not otherwise described in this Section 1.1 including, without limitation, all goodwill and all patents, trademarks, copyrights and other intellectual property;

(h) Real Property: all real and immovable property, both freehold and leasehold, together with all buildings and fixtures (collectively, the "**Real Property**"), and all rights under any lease or agreement relating to Real Property;

(i) Books and Records: all books, invoices, documents and other records in any form evidencing or relating to the Collateral; and

(j) Proceeds: all proceeds of any Collateral in any form derived directly or indirectly from any dealing with the Collateral or that indemnifies or compensates for the loss of or damage to the Collateral.

1.2 Obligations Secured

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

1.3 Certain definitions

(a) The terms "accessions", "accounts", "chattel paper", "documents of title", "equipment", "goods", "instruments", "intangibles", "inventory", "investment property", "money", "proceeds" and "securities" whenever used herein have the meanings given to those terms in the Personal Property Security Act currently in effect in the province referred to in Section 6.12 below;

(b) Any reference in this Agreement to the security granted hereby refers collectively to the security interest, mortgage, charge and assignment hereby granted in favour of the Bank.

(c) Any reference to "Debtor" refers to the undersigned, if one, or to each undersigned, if more than one. When the term "Debtor" designates more than one person or entity, each one shall be jointly and severally liable for the obligations stipulated herein.

1.4 Attachment of Security

The Debtor acknowledges that value has been given and agrees that the security granted hereby attaches upon the execution of this Agreement (or, in the case of any after-acquired property, at the time of acquisition by the Debtor of any rights therein). The parties have not agreed to postpone time of attachment.

1.5 Real Property

(a) With respect to (and only to) Real Property, the security granted hereby is constituted by way of floating charge, but will become a fixed charge upon the earlier of

(i) the Obligations becoming immediately payable, and

(ii) the occurrence of any other event which by

operation of law would result in such floating charge becoming a fixed charge;

(b) The security granted hereby will not extend to the last day of the term of any lease or agreement relating to Real Property, but the Debtor will hold such last day in trust for the Bank and, upon the enforcement by the Bank of its security, will assign such last day as directed by the Bank.

2. REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 Representations and Warranties

The Debtor hereby represents and warrants to the Bank that:

(a) the principal residence, chief executive office and registered office of the Debtor (as applicable) are located at the addresses specified in Schedule A; for the purposes of the *Personal Property Security Act* (Ontario), the Debtor is governed by the law of the jurisdiction specified in Schedule A, if applicable;

(b) the Inventory and Equipment of the Debtor are located at the addresses specified in Schedule A, except for goods in transit or on lease or consignment; and

(c) all motor vehicles, trailers, mobile or manufactured homes, aircraft, boats and outboard motors ("**Serial Numbered Goods**") in which the Debtor has rights and used as equipment are fully and accurately described in Schedule "A"; the Debtor will advise the Bank promptly, in writing, of any other Serial Numbered Goods that are held as Equipment and will provide the Bank with full and complete descriptions of such Serial Numbered Goods.

2.2 Covenants

The Debtor covenants with the Bank that the Debtor will:

(a) not change the location of its principal residence, chief executive office, registered office or its governing law, or move any of the Inventory or Equipment from the locations specified in Schedule A hereto, without the written consent of the Bank;

(b) not change its name without first giving written notice to the Bank of its proposed new name and, if the Debtor is a corporation, not amalgamate with any other corporation without the prior written consent of the Bank, which consent shall not be unreasonably withheld;

(c) preserve the value of the Collateral, and carry on its business in compliance with all applicable laws and regulations;

(d) not permit any Collateral consisting of personal property to be affixed to real property or to other personal property so as to become a fixture or accession without the written consent of the Bank;

(e) keep the Collateral free and clear of all liens, security interests, mortgages, charges, assignments and other encumbrances or interests except as permitted in writing by the Bank, acting reasonably;

(f) pay all taxes, levies, assessments and government fees or dues payable in respect of the Collateral as and when the same become due, and furnish to the Bank, when requested, evidence of such payment;

(g) whenever requested by the Bank, furnish to the Bank in writing all information requested relating to the Collateral, and the Bank will be entitled from time to time to inspect the Collateral and make copies of all information relating to the Collateral and for such purposes the Bank will have access to all premises occupied by the Debtor or where the Collateral may be found;

(h) ensure that the security granted hereby is at all times fully enforceable and perfected in respect of any Collateral; and

(i) pay to the Bank forthwith upon demand all costs, fees and expenses (including, without limitation, all legal, receiver, consulting and accounting fees and expenses) incurred or charged by the Bank in connection with the preparation, perfection, administration and discharge of this Agreement and the preservation and exercise of the rights, powers and remedies of the Bank; and all such costs, fees and expenses will bear interest at the highest rate borne by any of the Obligations and will form part of the Obligations.

2.3 Schedule A

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

3. INSURANCE

3.1 Insurance Covenant

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

3.2 Bank loss payee

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

4. DEALING WITH COLLATERAL

4.1 Disposition of Collateral by the Debtor

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

4.2 Notification of Account Debtors

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

4.3 Securities and Investment Property

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

(b) Where investment property (as defined in the *Personal Property Security Act* (Ontario)) is held in an account of a securities intermediary, the Debtor shall: (i) enter into, and use commercially reasonable efforts to cause any securities intermediary for any securities accounts or entitlements forming part of the Collateral to enter into, a securities account control agreement between the Bank, the Debtor and the said securities intermediary in a form and substance acceptable to the Bank; and (ii) enter into, and use commercially reasonable efforts to cause any issuer of uncertificated securities forming part of the Collateral to enter into, a securities account control agreement between the Bank, the Debtor and the said securities intermediary, in a form and substance acceptable to the Bank.

4.4 Proceeds held in Trust for the Bank

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

4.5 Application of Funds

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

4.6 Collateral held by the Bank

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

5. DEFAULT AND REMEDIES

5.1 Events of Default

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

(a) the Debtor does not pay to the Bank when payable any sum owing under the Obligations;

(b) the Debtor does not perform any of its covenants or obligations under this Agreement;

(c) any representation or warranty made by the Debtor herein or in any document provided at any time to the Bank in connection with this Agreement is incorrect or misleading in any material respect;

(d) the Debtor is in default under any other agreement with the Bank;

(e) the Debtor ceases or threatens to cease to carry on the business currently being carried on by it or a substantial portion thereof;

(f) the Debtor is insolvent;

(g) the commencement of any proceeding or the taking of any step by or against the Debtor (i) for the bankruptcy, reorganization, liquidation, dissolution or winding-up of the Debtor, (ii) for an arrangement or compromise with its creditors, or (iii) for the appointment of a trustee, receiver, custodian, liquidator or any other person with similar powers with respect to the Debtor or any part of the Collateral;

(h) the Collateral or any part thereof is seized or otherwise attached or is subject to a taking of possession by anyone and the same is not released or discharged within the shorter of a period of (i) 30 days and (ii) 10 days less than

such period as would permit such property to be sold pursuant thereto; or

(i) the Bank believes in good faith that the prospect of payment or performance of any of the Obligations is impaired or that the Collateral is in danger of being lost, damaged or confiscated, or of being encumbered by the Debtor or seized or otherwise attached.

5.2 Consequences of a Default

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

5.3 Remedies

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

(a) the Bank may take possession of the Collateral and require the Debtor to assemble the Collateral and deliver or make the Collateral available to the Bank at such places as may be specified by the Bank;

(b) the Bank may take such steps as it considers desirable to maintain, preserve or protect the Collateral;

(c) the Bank may carry on all or any part of the business of the Debtor;

(d) the Bank may enforce any rights of the Debtor in respect of the Collateral;

(e) the Bank may sell, lease or otherwise dispose of the Collateral at public auction, by private tender, by private sale or otherwise either for cash or upon credit, upon such terms and conditions as the Bank may determine and without notice to the Debtor unless required by law;

(f) the Bank may accept the Collateral in total or partial satisfaction of the Obligations in the manner provided by law;

(g) the Bank may, for any purpose specified herein, borrow money on the security of the Collateral, which security will rank in priority to the security granted hereby;

(h) the Bank may occupy and use all or any of the premises, buildings and plants occupied by the Debtor and use all or any of the Equipment and other property of the Debtor for such time as the Bank requires to facilitate the realization of the Collateral, free of charge; the Bank will not be liable for any rent, charges, depreciation or damages in connection with such actions; or

(i) the Bank may appoint a receiver or receiver and manager (each herein referred to as the "**Receiver**") of the whole or any part of the Collateral and may remove or replace such Receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of a Receiver of the Collateral.

5.4 Powers of the Receiver

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

5.5 Liability of Bank

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

5.6 Proceeds of Realization

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

6. GENERAL

6.1 Failure of Debtor to Perform

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

6.2 Power of Attorney

(a) The Debtor hereby irrevocably appoints the Bank to be the attorney of the Debtor for and in the name of the Debtor to do all things and execute and deliver, documents, financing

statements, demands and assignments which the Debtor is obliged to do or execute or deliver hereunder and generally to act in the name of the Debtor in the exercise of any of the powers hereby conferred on the Bank. This appointment, being coupled with an interest, shall be irrevocable until the discharge of the security interest created by this Agreement.

(b) If the Collateral at any time includes Securities, the Debtor irrevocably authorizes and appoints the Bank as its attorney and agent to transfer same or any part thereof into its own name or that of its nominee so that the Bank or its nominee can appear on record as the sole owner thereof; provided that, until the occurrence of an Event of Default that is continuing, the Bank will promptly provide to the Debtor all notices or other communications received by it or its nominee as such registered owner and, upon demand and receipt of payment of any necessary expenses thereof, will issue to the Debtor or its order a proxy to vote and take all action with respect to such Securities. After the occurrence of an Event of Default that is continuing, the Debtor waives all rights to receive any notices or communications received by the Bank or its nominee as such registered owner and agrees that no proxy issues by the Bank to the Debtor will remain effective. These powers are coupled with an interest and are irrevocable until this Agreement is terminated and the security interest created by this Agreement is released.

6.3 Appointment of Consultant

The Bank will be entitled to appoint a consultant to provide such services and advice as the Bank may determine in its sole discretion, with power to enter the Debtor's premises, to inspect and evaluate the Collateral, to make copies of the Debtor's records, to review the Debtor's business plans and projections, to assess the conduct and viability of the Debtor's business, to prepare reports on the Debtor's affairs and to distribute such reports to the Bank or to other such persons as the Bank may direct, provided that until an Event of Default has occurred and is continuing, the consultant shall be limited to taking such actions not more than twice in a calendar year without the prior consent and agreement of the Debtor. Such consultant will act as an agent for the Bank and will owe no duty to the Debtor. The consultant is to have no managerial or advisory capacity and will have no decision making responsibility. The Debtor authorizes the Bank to provide confidential information to the consultant. All fees and expenses in connection with the engagement of a consultant are payable by the Debtor to the Bank and, for greater certainty, Section 2.2(i) will apply to such fees and expenses.

6.4 Waivers by Debtor

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

6.5 Waivers of Legal Limitations

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

6.6 Copy of Documents and Consent to Filings

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

6.7 Notices

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

6.8 Additional Security and Other Remedies

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

6.9 Further Assurances

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

6.10 Discharge

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

6.11 Severability

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

6.12 Governing Law

This Agreement will be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

[Remainder of this page is intentionally left blank. Signature page follows.]]

IN WITNESS WHEREOF the parties have executed this Agreement this 31st day of August, 2023.

DEBTOR:
KEEL DIGITAL SOLUTIONS LTD.

DocuSigned by:
Jay Fischbach
499900D966B34F2...

Name: Jay Fischbach
Title: Chief Operating Officer

BANK:
NATIONAL BANK OF CANADA

Name:
Title:

Name:
Title:

ADDRESS OF DEBTOR FOR NOTICE PURPOSES:

2 Bloor St. E., Suite 810, Toronto, Ontario, Canada, M4W 1A8

Attention: Kelly Ehler

Email: KeelE@keel.digital

ADDRESS OF BANK FOR NOTICE PURPOSES:

130 King St. West, Suite 3500, Toronto ON, M5X 1J9

Attention: Dave Lovett, Director

Email: dave.lovett@bnc.ca

IN WITNESS WHEREOF the parties have executed this Agreement this 31st day of August, 2023.

DEBTOR:
KEEL DIGITAL SOLUTIONS LTD.

Name:
Title:

BANK:
NATIONAL BANK OF CANADA

Dave Lovett

Name: Dave Lovett
Title: Director

Name: Varun Hariharan
Title: Director

ADDRESS OF DEBTOR FOR NOTICE PURPOSES:

2 Bloor St. E., Suite 810, Toronto, Ontario, Canada, M4W 1A8

Attention: Kelly Ehler

Email: KellyE@keel.digital

ADDRESS OF BANK FOR NOTICE PURPOSES:

130 King St. West, Suite 3500, Toronto ON, M5X 1J9

Attention: Dave Lovett, Director

Email: dave.lovett@bnc.ca

SCHEDULE A

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

To a General Security Agreement made as of August 31, 2023 between Keel Digital Solutions Ltd., as Debtor and National Bank of Canada, as Bank.

1. **ADDRESS(ES) OF PLACE(S) OF BUSINESS (Section 2.1(a))**
   Principal residence (for individuals only): N/A
   Chief executive office (for businesses only)[1]: 2 Bloor St. E., Suite 810, Toronto, Ontario, Canada, M4W 1A8
   Registered office (for businesses only)[2]: same as above
   Other place(s) of business[3]: 3400 One First Canadian Place, P.O. Box 130, Toronto, ON, M5X 1A4
   Governing law[4]: N/A
   [indicate governing law for a trust or partnership (other than a limited partnership), otherwise indicate N/A]: [ ]

2. **LOCATION OF INVENTORY AND EQUIPMENT (Section 2.1(b))**
   Address(es)[5]: same as above.
3. **EQUIPMENT CONSISTING OF SERIAL NUMBER GOODS (Section 2.1(c))**[6]

N/A

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

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

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

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

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

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

GRANTED BY: Keel Digital Solutions Ltd., a Delaware corporation (hereafter called the "**Debtor**")

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

1. GRANT OF SECURITY INTEREST

1.1 Security Interest

As collateral security for the payment and performance of all Obligations of the Debtor to the Bank, the Debtor hereby pledges and grants to the Bank as hereinafter provided a security interest in all of the Debtor's right, title and interest in, to and under the following property, in each case whether tangible or intangible, wherever located, and whether now owned by the Debtor or hereafter acquired and whether now existing or hereafter coming into existence (collectively, the "***Collateral***"):

(a) Receivables: all debts, accounts, payment intangibles, claims and choses in action for monetary amounts (collectively, the "***Receivables***");
(b) Inventory: all inventory of whatever kind and wherever situated (collectively, the "***Inventory***");
(c) Equipment: all machinery, equipment, fixtures, furniture, vehicles and other goods which are not Inventory (collectively, the "***Equipment***");
(d) Securities: all shares, bonds, debentures and other securities (collectively, the "***Securities***");
(e) Instruments and Money: all bills, promissory notes, checks, drafts and other instruments (collectively, the "***Instruments***") and all money;
(f) Documents and Chattel Paper: all warehouse receipts, bills of lading and other documents, whether negotiable or not, and all chattel paper;
(g) General Intangibles: all general intangibles not otherwise described in this Section 1.1 including, without limitation, all goodwill and all patents, trademarks, copyrights and other intellectual property excluding any intent-to-use trademark application for which a statement of use has not been filed;
(h) Deposit Accounts: all deposit accounts;
(i) Fixtures: all fixtures;
(j) Letter of Credit Rights: all letter of credit rights;
(k) Investment Property: all investment property not covered by the other clauses of this Section 1.1, including all securities accounts, all security entitlements with respect thereto and all financial assets carried therein, and all commodity accounts and commodity contracts;
(l) As-Extracted Collateral: all as-extracted collateral;
(m) Commercial Tort Claims: all commercial tort claims arising out of the events listed in Schedule A;
(n) Books and Records: all books, invoices, documents and other records in any form evidencing or relating to the Collateral;
(o) Supporting Obligations: all supporting obligations;
(p) Other Personal Property: all other tangible and intangible personal property; and
(q) Proceeds: all proceeds of any Collateral in any form derived directly or indirectly from any dealing with the Collateral or that indemnifies or compensates for the loss of or damage to the Collateral;

Notwithstanding the foregoing, no lien or security interest is hereby granted on, and the Collateral shall not include (collectively, the "**Excluded Assets**"): (1) any intent-to-use US trademark application for which an amendment to allege use or statement of use has not been filed and accepted by the US Patent and Trademark Office and that would otherwise be deemed invalidated, cancelled or abandoned due to the grant of a security interest thereon (provided that each intent-to-use application shall be considered Collateral immediately and automatically upon such filing and acceptance); or (2) any permit, license, lease or contractual agreement to which the Debtor is a party, in each case, if and to the extent that the grant of such security interest shall constitute or result in (i) the abandonment, invalidation or unenforceability of any right, title or interest of the Debtor therein or (ii) a breach or termination pursuant to the terms of, or default under, any such permit, license, lease or contractual agreement; provided that the foregoing exclusion shall in no way be construed (a) to apply if any such restriction or prohibition is unenforceable or rendered ineffective under Section 9-406, 9-407, 9-408 or 9-409 of the Uniform Commercial Code (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the United States Bankruptcy Code, as amended) or principles of equity, (b) so as to limit, impair or otherwise affect the Bank's continuing security interests in and liens upon any rights or interests of the Debtor in or to (i) monies due or to become due under any such permit, license, lease or contractual agreement (including any accounts) or (ii) any proceeds from disposition of any such permit, license, lease or contractual agreement, or (c) to apply to the extent that any consent or waiver

has been obtained that would permit the security interest of lien notwithstanding the applicable restriction or prohibition; and provided, further, that if and when any property shall cease to be Excluded Asset, a lien on and security interest in such property shall automatically be deemed granted.

1.2 Obligations Secured

The obligations secured by this Agreement include all debts and liabilities of the Debtor to the Bank, present and future, direct and indirect, absolute and contingent, matured and unmatured, whether at stated maturity, by acceleration or otherwise, wherever and however incurred, and whether arising from dealings between the Bank and the Debtor or from other dealings by which the Bank may be or become a creditor of the Debtor and whether incurred by the Debtor alone or with another and whether as principal or guarantor or otherwise (collectively, the "***Obligations***", such term to include any interest or expenses accruing or arising after the commencement of any case with respect to the Debtor under the United States Bankruptcy Code or any other bankruptcy or insolvency law, whether or not such interest or expenses are allowed or allowable as a claim in whole or in part in such case).

1.3 Certain definitions

(a) The terms "accession", "account", "as-extracted collateral", "chattel paper", "commercial tort claim", "commodity account", "commodity contract", "deposit account", "document", "equipment", "financial asset", "fixture", "general intangible", "goods", "instrument", "inventory", "investment property", "letter-of-credit right", "payment intangible", "proceeds", "promissory note", "securities account", "securities intermediary", "security", "security entitlement", and "supporting obligation" whenever used herein have the respective meanings given to those terms in Article 8 or Article 9 of the UCC, as the case may be. In this Agreement, "UCC" means the Uniform Commercial Code as in effect from time to time in the State of New York; provided, however, in the event that, by reason of mandatory provisions of law, any or all of the perfection or priority of the Bank's security interest in any item or portion of the Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, then the term "UCC" shall mean the Uniform Commercial Code as in effect in such other jurisdiction or jurisdictions for purposes of the provisions hereof relating to perfection or priority and for purposes of definitions related to such provisions (as used therein).

(b) Any reference in this Agreement to the security granted hereby refers collectively to the pledge and security interest hereby granted in favor of the Bank.

(c) Any reference to "Debtor" refers to the undersigned, if one, or to each undersigned, if more than one. When the term "Debtor" designates more than one person or entity, each one shall be jointly and severally liable for the obligations stipulated herein.

1.4 Attachment of Security

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

2. REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 Representations and Warranties

The Debtor hereby represents and warrants to the Bank that:

(a) the legal name of the Debtor is specified above; the principal residence, chief executive office and registered office of the Debtor (as applicable) are located at the addresses specified in Schedule A; for the purposes of the UCC, the Debtor is governed by the law of the jurisdiction specified in Schedule A, if applicable. For purposes of Section 9-307 of the UCC, the Debtor is located in the jurisdiction specified in Schedule A;

(b) the Inventory and Equipment of the Debtor are located at the addresses specified in Schedule A, except for goods in transit or on lease or consignment; and

(c) as to all motor vehicles, tractors, trailers and other like property, if the title thereto is governed by a certificate of title or ownership ("***Motor Vehicles***") in which the Debtor has rights and which are used as equipment are fully and accurately described in Schedule A; the Debtor will advise the Bank promptly, in writing, of any other Motor Vehicles that are held as Equipment and will provide the Bank with full and complete descriptions of such Motor Vehicles.

(d) Debtor has provided to Bank copies of the account agreement governing each securities account pledged hereunder, and all amendments thereto, for purposes of enabling the Bank to perfect its security granted hereby on and in such securities account, in accordance with the Hague Securities Convention.

2.2 Covenants

The Debtor covenants with the Bank that the Debtor will:

(a) not change the location of its principal residence, chief executive office, registered office, its governing law, or its location for purposes of Section 9-307 of the UCC, or move

any of the Inventory or Equipment (except for goods in transit) from the locations specified in Schedule A hereto, without the written consent of the Bank;

(b) not change its name without first giving written notice to the Bank of its proposed new name and, if the Debtor is a legal entity, not merge or amalgamate with any other legal entity without the prior written consent of the Bank;

(c) preserve the value of the Collateral, and carry on its business in compliance with all applicable laws and regulations;

(d) not permit any Collateral consisting of personal property to be affixed to real property or to other personal property so as to become a fixture or accession without the written consent of the Bank;

(e) keep the Collateral free and clear of all liens, security interests, mortgages, charges, assignments and other encumbrances or interests except as permitted in writing by the Bank and except encumbrances arising from the operation of law;

(f) pay all taxes, levies, assessments and government fees or dues payable in respect of the Collateral as and when the same become due, and furnish to the Bank, when requested, evidence of such payment;

(g) whenever requested by the Bank, furnish to the Bank in writing all information requested relating to the Collateral, and the Bank will be entitled from time to time to inspect the Collateral and make copies of all information relating to the Collateral and for such purposes the Bank will have access to all premises occupied by the Debtor or where the Collateral may be found;

(h) ensure that the security granted hereby is at all times fully enforceable and perfected in respect of any Collateral;

(i) pay to the Bank forthwith upon demand all costs, fees and expenses (including, without limitation, all legal, receiver, consulting and accounting fees and expenses) incurred or charged by the Bank in connection with the preparation, perfection, administration and discharge of this Agreement and the preservation and exercise of the rights, powers and remedies of the Bank; and all such costs, fees and expenses will bear interest at the highest rate borne by any of the Obligations and will form part of the Obligations;

(j) promptly provide to the Bank, copies of the account agreement governing each securities account pledged hereunder, and all amendments thereto, and immediately notify the Bank in writing of any change in the jurisdiction of the securities intermediary of any securities account pledged hereunder for purposes of Article 2(1) of the Hague Securities Convention;

(k) promptly notify the Bank in writing upon the Debtor obtaining any commercial tort claim (together with a reasonably detailed description thereof), and enter into an amendment to this Agreement, or such other documentation as the Bank may reasonably require, in order to provide the Bank with a perfected lien over such commercial tort claim; and

(l) enter into such other documentation, including control agreements over deposit accounts, and intellectual property security agreements to be registered with the United States Patent and Trademark Office or United States Copyright Office, as applicable, as the Bank may require in order to perfect or protect the security granted hereby; provided that (x) in no event shall the Debtor be required to (1) grant "control" over any chattel paper or letter-of-credit right having a value or face amount less than $50,000 or (2) cause the Bank's security interest to be notated on any vehicle title or any other property subject to a certificate of title statute having a value less than $50,000; and (y) the taking of commercially reasonable efforts to cause any bailee or warehouser to enter into a collateral access or like agreement with the Bank shall be deemed to satisfy the obligations of the Debtor with respect to perfection of the Bank's security interest in the Collateral held thereby.

2.3 Schedule A

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

3. INSURANCE

3.1 Insurance Covenant

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

3.2 Bank loss payee

All insurance policies must name the Bank as an additional insured or loss payee and must provide that the insurer will give the Bank at least 30 days written notice of intended cancellation or non-renewal. At the Bank's request, the Debtor must furnish the Bank with evidence satisfactory to the Bank that the required insurance coverage is in effect. The Debtor must forthwith give the Bank notice of any loss or damage to the Collateral.

4. DEALING WITH COLLATERAL

4.1 Disposition of Collateral by the Debtor

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

4.2 Notification of Account Debtors

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

4.3 Securities

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

4.4 Proceeds held in Trust for the Bank

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

4.5 Application of Funds

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

4.6 Collateral held by the Bank

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

5. DEFAULT AND REMEDIES

5.1 Events of Default

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

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

5.2 Consequences of a Default

On or after the occurrence of any Event of Default that is continuing, at the option of the Bank (but if an Event of Default described in Section 5.1(g) above occurs, all Obligations are immediately due and payable without any action by the Bank),

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

5.3 Remedies

In addition to any right or remedy otherwise provided herein or by law, on or after the occurrence of any Event of Default that is continuing, the Bank will have the rights and remedies set out below:

(a) the Bank may take possession of the Collateral and require the Debtor to assemble the Collateral and deliver or make the Collateral available to the Bank at such places as may be specified by the Bank;

(b) the Bank may take such steps as it considers desirable to maintain, preserve or protect the Collateral;

(c) the Bank may carry on all or any part of the business of the Debtor;

(d) the Bank may enforce any rights of the Debtor in respect of the Collateral;

(e) the Bank may sell, lease or otherwise dispose of the Collateral at public auction, by private tender, by private sale or otherwise either for cash or upon credit, upon such terms and conditions as the Bank may determine and without notice to the Debtor unless required by law;

(f) the Bank may accept the Collateral in total or partial satisfaction of the Obligations in the manner provided by law;

(g) the Bank may, for any purpose specified herein, borrow money on the security of the Collateral, which security will rank in priority to the security granted hereby;

(h) the Bank may occupy and use all or any of the premises, buildings and plants occupied by the Debtor and use all or any of the Equipment and other property of the Debtor for such time as the Bank requires to facilitate the realization of the Collateral, free of charge; the Bank will not be liable for any rent, charges, depreciation or damages in connection with such actions; or

(i) the Bank may exercise all other rights and remedies with respect to the Collateral of a secured party under the UCC (whether or not the Uniform Commercial Code is in effect in the jurisdiction where the rights and remedies are asserted) and such additional rights and remedies to which a secured party is entitled under the laws in effect in any jurisdiction where any rights and remedies hereunder may be asserted, including the right, to the fullest extent permitted by law, to exercise all voting, consensual and other powers of ownership pertaining to the Collateral as if the Bank were the sole and absolute owner thereof.

Each right, power, and remedy of the Bank as provided for in this Agreement or in any other agreement, instrument or document or now or hereafter existing at law or in equity or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in this Agreement or in any other agreement, instrument or document or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by the Bank of any one or more of such rights, powers, or remedies shall not preclude the simultaneous or later exercise by the Bank of any or all such other rights, powers, or remedies.

5.4 Notice of Sale

The Debtor agrees that, to the extent notice of sale shall be required by law, at least 10 days' notice to the Debtor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification and specifically such notice shall constitute a reasonable "authenticated notification of disposition" within the meaning of Section 9-611 of the UCC.

5.5 Certain Securities Act Limitations

The Debtor recognizes that, by reason of certain prohibitions contained in the United States Securities Act of 1933, as amended, and applicable State and Provincial securities laws, the Bank may be compelled, with respect to any sale of all or any part of the Collateral, to limit purchasers to those who will agree, among other things, to acquire the Collateral for their own account, for investment and not with a view to the distribution or resale thereof. The Debtor acknowledges that any such private sales may be at prices and on terms less favorable to the Bank than those obtainable through a public sale without such restrictions, and, notwithstanding such circumstances, agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner and that the Bank shall have no obligation to engage in public sales and no obligation to delay the sale of any Collateral for the period of time necessary to permit the issuer thereof to register it for public sale.

5.6 Liability of Bank

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

performance of its obligations, the Bank will only be liable for gross negligence or willful misconduct.

5.7 Proceeds of Realization

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

6. GENERAL

6.1 Failure of Debtor to Perform

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

6.2 Power of Attorney

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

6.3 Appointment of Consultant

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

6.4 Waivers by Debtor

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

6.5 Copy of Documents and Consent to Filings

The Debtor acknowledges having received a copy of this Agreement and waives all rights to receive from the Bank a copy of any financing statement or financing statement amendment, filed or issued at any time in respect of this Agreement. The Debtor confirms its consent to the filing by the Bank or on its behalf of any such financing statement or financing statement amendment describing the Collateral as "all assets" or "all personal property and fixtures" of the Debtor (provided that no such description shall be deemed to modify the description of Collateral set forth pursuant to Section 1.1).

6.6 Notices

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

6.7 Additional Security and Other Remedies

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

6.8 Further Assurances

The Debtor must, at its expense, promptly do all things and execute and deliver all such financing statements, further assignments and documents that the Bank may reasonably request in order to perfect and protect the security interest granted or purported to be granted hereby or to enable the Bank to exercise and enforce its rights and remedies hereunder with respect to any of the Collateral or for the purpose of giving effect to this

Agreement and establishing compliance with the obligations of the Debtor hereunder.

6.9 Discharge.

The Debtor will be entitled to a discharge of this Agreement upon written request by the Debtor and full payment, performance and satisfaction of the Obligations and expiration or termination of any and all commitments of the Bank to provide loans and other financial accommodations to Vector Health Laboratories Ltd., a corporation subsisting under the *Business Corporations Act* (Ontario), Get A-Head Inc., a corporation subsisting under the *Canada Business Corporations Act*, Tulip Health Inc., a corporation subsisting under the *Business Corporations Act* (Ontario), FIQ Lab Services Corp., a corporation subsisting under the *Business Corporations Act* (Ontario), and the Debtor. No discharge will be effective unless in writing and executed by the Bank.

6.10 Severability.

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

6.11 Governing Law.

This Agreement shall be construed in accordance with and governed by the law of the State of New York.

6.12 Submission to Jurisdiction.

The Debtor hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the courts of the State of New York in any action or proceeding arising out of or relating to this Agreement, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that the Bank may otherwise have to bring any action or proceeding relating to this Agreement against the Debtor or its properties in the courts of any jurisdiction.

6.13 Waiver of Venue.

The Debtor hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in any court referred to in Section 6.12. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

6.14 Service of Process.

Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 6.6. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

6.15 WAIVER OF JURY TRIAL.

EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 6.15.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Agreement by and through their duly authorized officers, as of August 31, 2023.

KEEL DIGITAL SOLUTIONS LTD.

By: DocuSigned by: Jay Fischbach 499900D966B34F2...
(Authorized signature)

Name: Jay Fischbach
Title: Chief Operating Officer

NATIONAL BANK OF CANADA

By: _____
(Authorized signature)

Name:
Title:

By: _____
(Authorized signature)

Name:
Title:

ADDRESS OF DEBTOR FOR NOTICE PURPOSES:

2 Bloor St. E., Suite 810, Toronto, Ontario, Canada, M4W 1A8

Attention: Kelly Ehler

Email: KellyE@keel.digital

ADDRESS OF BANK FOR NOTICE PURPOSES:

130 King St. West, Suite 3500, Toronto ON, M5X 1J9

Attention: Dave Lovett, Director

Email: dave.lovett@bnc.ca

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Agreement by and through their duly authorized officers, as of August 31, 2023.

KEEL DIGITAL SOLUTIONS LTD.

By: _____
(Authorized signature)

Name:
Title:

NATIONAL BANK OF CANADA

By: Dave Lovett
(Authorized signature)

Name: Dave Lovett
Title: Director

By: _____
(Authorized signature)

Name: Varun Hariharan
Title: Director

ADDRESS OF DEBTOR FOR NOTICE PURPOSES:

2 Bloor St. E., Suite 810, Toronto, Ontario, Canada, M4W 1A8

Attention: Kelly Ehler

Email: KellyE@keel.digital

ADDRESS OF BANK FOR NOTICE PURPOSES:

130 King St. West, Suite 3500, Toronto ON, M5X 1J9

Attention: Dave Lovett, Director

Email: dave.lovett@bnc.ca

SCHEDULE A

To a General Security Agreement made as of August 31, 2023 between Keel Digital Solutions Ltd., as Debtor and National Bank of Canada, as Bank.

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

Principal residence (for individuals only; also provide copy of driver's license): N/A

Chief executive office (for businesses only)[1]: 2 Bloor St. E., Suite 810, Toronto, Ontario, Canada, M4W 1A8

Registered office (for businesses only): same as above.

Other place(s) of business: 3400 One First Canadian Place, P.O. Box 130, Toronto, ON, M5X 1A4

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

Location for purposes of UCC 9-307: Delaware

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

Same as above.

3. EQUIPMENT CONSISTING OF MOTOR VEHICLES (Section 2.1(c))[2]

N/A

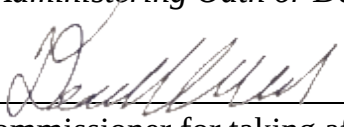
4. DESCRIPTION OF COMMERCIAL TORT CLAIMS (as defined in UCC Section 9-102(13)):

N/A

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

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

This is Exhibit “L” referred to in the
Affidavit of John Borch sworn by John Borch, before me at
the City of Toronto, in the Province of Ontario,
this 27th day of July, 2026 in accordance with
O. Reg. 431/20, Administering Oath or Declaration Remotely.



A Commissioner for taking affidavits

DEREK HARLAND
(LSO# 79504N)

Ontario Search Results
ID 3020540
Search Type [BD] Business Debtor

Your Ref No. 9FC313C2-6313-4116-8
Liens : 5 **Pages** : 15

Searched : 21JUL2026 10:22 AM
Printed : 21JUL2026 10:22 AM

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PSSME02         PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM       07/21/2026
CCCL369               DISPLAY 1C REGISTRATION - SCREEN 1               10:20:54
ACCOUNT : 009233-0001       FAMILY :   1 OF   5       ENQUIRY PAGE :   1 OF  15
FILE CURRENCY : 20JUL 2026
SEARCH  : BD  : KEEL DIGITAL SOLUTIONS CORP.

00 FILE NUMBER : 509480379   EXPIRY DATE : 25SEP 2029 STATUS :
01 CAUTION FILING :          PAGE : 001 OF 2          MV SCHEDULE ATTACHED :
   REG NUM : 20240925 0902 1901 8156 REG TYP: P  PPSA    REG PERIOD: 05
02 IND DOB : 24FEB1971  IND NAME: JAY                    FISCHBACH
03 BUS NAME:
                                                              OCN :
04 ADDRESS : 24 SEABREEZE AVENUE
   CITY    : THORNHILL               PROV: ON    POSTAL CODE: L4J 8R7
05 IND DOB :            IND NAME:
06 BUS NAME: KEEL DIGITAL SOLUTIONS CORP
                                                              OCN :
07 ADDRESS : 2 BLOOR STREET E SUITE 3
   CITY    : TORONTO                 PROV: ON    POSTAL CODE: M4W 1A8
08 SECURED PARTY/LIEN CLAIMANT :
        HYUNDAI CAPITAL LEASE INC.
09 ADDRESS : 123 FRONT STREET, SUITE 1000
   CITY    : TORONTO                 PROV: ON    POSTAL CODE: M5J 2M3
  CONS.                              MV                  DATE OF  OR NO FIXED
  GOODS INVTRY. EQUIP  ACCTS  OTHER  INCL     AMOUNT       MATURITY    MAT DATE
10 X                          X      X     80816
   YEAR MAKE                     MODEL              V.I.N.
11 2025 GENESIS                  GV70               KMUMCDTC8SU178074
12
GENERAL COLLATERAL DESCRIPTION
13 TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS
14 SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN
15 ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS
16 AGENT: ESC CORPORATE SERVICES LTD.
17 ADDRESS : 445 KING STREET WEST, SUITE 400
   CITY    : TORONTO                 PROV: ON     POSTAL CODE: M5V 1K4
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PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 07/21/2026
CCCL369 DISPLAY 1C REGISTRATION - SCREEN 1 10:20:55
ACCOUNT : 009233-0001 FAMILY : 1 OF 5 ENQUIRY PAGE : 2 OF 15
FILE CURRENCY : 20JUL 2026
SEARCH : BD : KEEL DIGITAL SOLUTIONS CORP.

00 FILE NUMBER : 509480379 EXPIRY DATE : 25SEP 2029 STATUS :
01 CAUTION FILING : PAGE : 002 OF 2 MV SCHEDULE ATTACHED :
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02 IND DOB : IND NAME:
03 BUS NAME:
OCN :
04 ADDRESS :
CITY : PROV: POSTAL CODE:
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:
08 SECURED PARTY/LIEN CLAIMANT :
GENESIS MOTOR FINANCE
09 ADDRESS : 123 FRONT STREET, SUITE 1000
CITY : TORONTO PROV: ON POSTAL CODE: M5J 2M3
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10
YEAR MAKE MODEL V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13 WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER
14 PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE
15 COLLATERAL OR PROCEEDS OF THE COLLATERAL
16 AGENT:
17 ADDRESS :
CITY : PROV: POSTAL CODE:

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 07/21/2026
CCCL369 DISPLAY 1C REGISTRATION - SCREEN 1 10:20:55
ACCOUNT : 009233-0001 FAMILY : 2 OF 5 ENQUIRY PAGE : 3 OF 15
FILE CURRENCY : 20JUL 2026
SEARCH : BD : KEEL DIGITAL SOLUTIONS CORP.

00 FILE NUMBER : 796528161 EXPIRY DATE : 24AUG 2028 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
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02 IND DOB : IND NAME:
03 BUS NAME: KEEL DIGITAL SOLUTIONS LTD.
OCN :
04 ADDRESS : 2 BLOOR STREET EAST, SUITE 810
CITY : TORONTO PROV: ON POSTAL CODE: M4W 1A8
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:
08 SECURED PARTY/LIEN CLAIMANT :
NATIONAL BANK OF CANADA
09 ADDRESS : 130 KING STREET WEST, SUITE 3500
CITY : TORONTO PROV: ON POSTAL CODE: M5X 1J9

	CONS. GOODS	INVTRY.	EQUIP	ACCTS	OTHER	INCL	MV AMOUNT	DATE OF MATURITY	OR NO FIXED MAT DATE
10		X	X	X	X	X			

YEAR MAKE MODEL V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13
14
15
16 AGENT: DENTONS CANADA LLP (JMEYER/LG)
17 ADDRESS : 400-77 KING STREET WEST TORONTO-DOMINION
CITY : TORONTO PROV: ON POSTAL CODE: M5K 0A1

PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 07/21/2026
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FILE CURRENCY : 20JUL 2026
SEARCH : BD : KEEL DIGITAL SOLUTIONS CORP.

FILE NUMBER 796528161

PAGE TOT REGISTRATION NUM REG TYPE

01 CAUTION : 001 OF 1 MV SCHED: 20260227 1425 1590 9360
21 REFERENCE FILE NUMBER : 796528161
22 AMEND PAGE: NO PAGE: X CHANGE: A AMNDMNT REN YEARS: CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: KEEL DIGITAL SOLUTIONS LTD.

25 OTHER CHANGE:
26 REASON: TO UPDATE THE NAME OF THE DEBTOR FROM KEEL DIGITAL SOLUTIONS LTD. TO
27 /DESCR: AMERIMIND AI LTD. AND TO CORRECT THE ADDRESS OF THE DEBTOR.
28 :
02/05 IND/TRANSFEREE:
03/06 BUS NAME/TRFEE: AMERIMIND AI LTD.

OCN:

04/07 ADDRESS: 2 BLOOR ST. E., SUITE 3501
CITY: TORONTO PROV: ON POSTAL CODE: M4W 1A8
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :
CONS. MV DATE OF NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE
10
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14
15
16 NAME : THORNTON GROUT FINNIGAN LLP
17 ADDRESS : 3200-100 WELLINGTON STREET WEST
CITY : TORONTO PROV : ON POSTAL CODE : M5K 1K7

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 07/21/2026
CCCL369 DISPLAY 1C REGISTRATION - SCREEN 1 10:20:57
ACCOUNT : 009233-0001 FAMILY : 3 OF 5 ENQUIRY PAGE : 5 OF 15
FILE CURRENCY : 20JUL 2026
SEARCH : BD : KEEL DIGITAL SOLUTIONS CORP.

00 FILE NUMBER : 796528179 EXPIRY DATE : 24AUG 2028 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20230824 1050 1590 7462 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : IND NAME:
03 BUS NAME: TULIP HEALTH INC.
OCN :
04 ADDRESS : 2 BLOOR STREET EAST, SUITE 810
CITY : TORONTO PROV: ON POSTAL CODE: M4W 1A8
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:
08 SECURED PARTY/LIEN CLAIMANT :
NATIONAL BANK OF CANADA
09 ADDRESS : 130 KING STREET WEST, SUITE 3500
CITY : TORONTO PROV: ON POSTAL CODE: M5X 1J9

	CONS. GOODS	INVTRY.	EQUIP	ACCTS	OTHER	INCL	MV AMOUNT	DATE OF MATURITY	OR NO FIXED MAT DATE
10		X	X	X	X	X			

YEAR MAKE MODEL V.I.N.
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GENERAL COLLATERAL DESCRIPTION
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16 AGENT: DENTONS CANADA LLP (JMEYER/LG)
17 ADDRESS : 400-77 KING STREET WEST TORONTO-DOMINION
CITY : TORONTO PROV: ON POSTAL CODE: M5K 0A1

PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 07/21/2026
CCCL369 DISPLAY 2C REGISTRATION - SCREEN 1 10:20:57
ACCOUNT : 009233-0001 FAMILY : 3 OF 5 ENQUIRY PAGE : 6 OF 15
FILE CURRENCY : 20JUL 2026
SEARCH : BD : KEEL DIGITAL SOLUTIONS CORP.
FILE NUMBER 796528179
PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 001 OF 2 MV SCHED: 20240201 1350 1590 9140
21 REFERENCE FILE NUMBER : 796528179
22 AMEND PAGE: NO PAGE: X CHANGE: A AMNDMNT REN YEARS: CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: TULIP HEALTH INC.

25 OTHER CHANGE:
26 REASON: TO AMEND THE DEBTOR NAME TO VECTOR HEALTH LABORATORIES LTD. AS A
27 /DESCR: RESULT OF THE AMALGAMATION OF VECTOR HEALTH LABORATORIES LTD., TULIP
28 : HEALTH INC. AND FIQ LAB SERVICES CORP. PURSUANT TO ARTICLES OF
02/05 IND/TRANSFEREE:
03/06 BUS NAME/TRFEE: VECTOR HEALTH LABORATORIES LTD.
OCN:
04/07 ADDRESS: 2 BLOOR STREET EAST, SUITE 810
CITY: TORONTO PROV: ON POSTAL CODE: M4W 1A8
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :
CONS. MV DATE OF NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE
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16 NAME : DENTONS CANADA LLP (VVYNOHRAD/RA)
17 ADDRESS : 400-77 KING STREET WEST TORONTO-DOMINION
CITY : TORONTO PROV : ON POSTAL CODE : M5K 0A1

PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 07/21/2026
CCCL369 DISPLAY 2C REGISTRATION - SCREEN 1 10:20:58
ACCOUNT : 009233-0001 FAMILY : 3 OF 5 ENQUIRY PAGE : 7 OF 15
FILE CURRENCY : 20JUL 2026
SEARCH : BD : KEEL DIGITAL SOLUTIONS CORP.

FILE NUMBER 796528179

PAGE TOT REGISTRATION NUM REG TYPE

01 CAUTION : 002 OF 2 MV SCHED: 20240201 1350 1590 9140
21 REFERENCE FILE NUMBER : 796528179
22 AMEND PAGE: NO PAGE: CHANGE: REN YEARS: CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME:

25 OTHER CHANGE:
26 REASON: AMALGAMATION DATED FEBRUARY 1, 2024 WHICH CREATED THE AMALGAMATED
27 /DESCR: CORPORATION WITH THE NAME VECTOR HEALTH LABORATORIES LTD.
28 :
02/05 IND/TRANSFEREE:
03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:
CITY: PROV: POSTAL CODE:
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :
CONS. MV DATE OF NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE
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16 NAME :
17 ADDRESS :
CITY : PROV : POSTAL CODE :

PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 07/21/2026
CCCL369 DISPLAY 2C REGISTRATION - SCREEN 1 10:20:59
ACCOUNT : 009233-0001 FAMILY : 3 OF 5 ENQUIRY PAGE : 8 OF 15
FILE CURRENCY : 20JUL 2026
SEARCH : BD : KEEL DIGITAL SOLUTIONS CORP.

FILE NUMBER 796528179

PAGE TOT REGISTRATION NUM REG TYPE

01 CAUTION : 001 OF 1 MV SCHED: 20241202 1731 1590 8372
21 REFERENCE FILE NUMBER : 796528179
22 AMEND PAGE: NO PAGE: X CHANGE: A AMNDMNT REN YEARS: CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: VECTOR HEALTH LABORATORIES LTD.

25 OTHER CHANGE:
26 REASON: TO REFLECT THE NEW NAME OF THE DEBTOR PURSUANT TO CERTIFICATE AND
27 /DESCR: ARTICLES OF AMENDMENT EFFECTIVE MARCH 11, 2024
28 :
02/05 IND/TRANSFEREE:
03/06 BUS NAME/TRFEE: KEEL DIGITAL SOLUTIONS CORP.

OCN:

04/07 ADDRESS: 2 BLOOR STREET EAST, SUITE 810
CITY: TORONTO PROV: ON POSTAL CODE: M4W 1A8
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :
CONS. MV DATE OF NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE
10
11
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15
16 NAME : DENTONS CANADA LLP (VVYNOHRAD/RA)
17 ADDRESS : 400-77 KING STREET WEST TORONTO-DOMINION
CITY : TORONTO PROV : ON POSTAL CODE : M5K 0A1

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 07/21/2026
CCCL369 DISPLAY 1C REGISTRATION - SCREEN 1 10:20:59
ACCOUNT : 009233-0001 FAMILY : 4 OF 5 ENQUIRY PAGE : 9 OF 15
FILE CURRENCY : 20JUL 2026
SEARCH : BD : KEEL DIGITAL SOLUTIONS CORP.

00 FILE NUMBER : 796528215 EXPIRY DATE : 24AUG 2028 STATUS :
01 CAUTION FILING : PAGE : 001 OF 2 MV SCHEDULE ATTACHED :
REG NUM : 20230824 1052 1590 7465 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : IND NAME:
03 BUS NAME: FIQ LAB SERVICES CORP.
OCN :
04 ADDRESS : 100 KING STREET WEST, 1 FIRST CANADIAN
CITY : TORONTO PROV: ON POSTAL CODE: M5X 1A4
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:
08 SECURED PARTY/LIEN CLAIMANT :
NATIONAL BANK OF CANADA
09 ADDRESS : 130 KING STREET WEST, SUITE 3500
CITY : TORONTO PROV: ON POSTAL CODE: M5X 1J9

	CONS. GOODS	INVTRY.	EQUIP	ACCTS	OTHER	INCL	AMOUNT	MV MATURITY	DATE OF MAT DATE	OR NO FIXED
10		X	X	X	X	X				

YEAR MAKE MODEL V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13
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15
16 AGENT: DENTONS CANADA LLP (JMEYER/LG)
17 ADDRESS : 400-77 KING STREET WEST TORONTO-DOMINION
CITY : TORONTO PROV: ON POSTAL CODE: M5K 0A1

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 07/21/2026
CCCL369 DISPLAY 1C REGISTRATION - SCREEN 1 10:21:00
ACCOUNT : 009233-0001 FAMILY : 4 OF 5 ENQUIRY PAGE : 10 OF 15
FILE CURRENCY : 20JUL 2026
SEARCH : BD : KEEL DIGITAL SOLUTIONS CORP.

00 FILE NUMBER : 796528215 EXPIRY DATE : 24AUG 2028 STATUS :
01 CAUTION FILING : PAGE : 002 OF 2 MV SCHEDULE ATTACHED :
REG NUM : 20230824 1052 1590 7465 REG TYP: REG PERIOD:
02 IND DOB : IND NAME:
03 BUS NAME:
OCN :
04 ADDRESS : PLACE, SUITE 3400
CITY : PROV: POSTAL CODE:
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:
08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
CITY : PROV: POSTAL CODE:
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10
YEAR MAKE MODEL V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13
14
15
16 AGENT:
17 ADDRESS :
CITY : PROV: POSTAL CODE:

PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 07/21/2026
CCCL369 DISPLAY 2C REGISTRATION - SCREEN 1 10:21:01
ACCOUNT : 009233-0001 FAMILY : 4 OF 5 ENQUIRY PAGE : 11 OF 15
FILE CURRENCY : 20JUL 2026
SEARCH : BD : KEEL DIGITAL SOLUTIONS CORP.

FILE NUMBER 796528215

PAGE TOT REGISTRATION NUM REG TYPE

01 CAUTION : 001 OF 2 MV SCHED: 20240201 1349 1590 9139
21 REFERENCE FILE NUMBER : 796528215
22 AMEND PAGE: NO PAGE: X CHANGE: A AMNDMNT REN YEARS: CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: FIQ LAB SERVICES CORP.

25 OTHER CHANGE:
26 REASON: TO AMEND THE DEBTOR NAME TO VECTOR HEALTH LABORATORIES LTD. AS A
27 /DESCR: RESULT OF THE AMALGAMATION OF VECTOR HEALTH LABORATORIES LTD., TULIP
28 : HEALTH INC. AND FIQ LAB SERVICES CORP. PURSUANT TO ARTICLES OF
02/05 IND/TRANSFEREE:
03/06 BUS NAME/TRFEE: VECTOR HEALTH LABORATORIES LTD.

OCN:

04/07 ADDRESS: 2 BLOOR STREET EAST, SUITE 810
CITY: TORONTO PROV: ON POSTAL CODE: M4W 1A8
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :

	CONS. GOODS	INVTRY	EQUIP	ACCTS	OTHER	MV INCL	AMOUNT	DATE OF MATURITY OR	NO FIXED MAT DATE
10									
11									
12									
13									
14									
15									

16 NAME : DENTONS CANADA LLP (VVYNOHRAD/RA)
17 ADDRESS : 400-77 KING STREET WEST TORONTO-DOMINION
CITY : TORONTO PROV : ON POSTAL CODE : M5K 0A1

PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 07/21/2026
CCCL369 DISPLAY 2C REGISTRATION - SCREEN 1 10:21:02
ACCOUNT : 009233-0001 FAMILY : 4 OF 5 ENQUIRY PAGE : 12 OF 15
FILE CURRENCY : 20JUL 2026
SEARCH : BD : KEEL DIGITAL SOLUTIONS CORP.

FILE NUMBER 796528215

PAGE TOT REGISTRATION NUM REG TYPE

01 CAUTION : 002 OF 2 MV SCHED: 20240201 1349 1590 9139
21 REFERENCE FILE NUMBER : 796528215
22 AMEND PAGE: NO PAGE: CHANGE: REN YEARS: CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME:

25 OTHER CHANGE:
26 REASON: AMALGAMATION DATED FEBRUARY 1, 2024 WHICH CREATED THE AMALGAMATED
27 /DESCR: CORPORATION WITH THE NAME VECTOR HEALTH LABORATORIES LTD.
28 :
02/05 IND/TRANSFEREE:
03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:
CITY: PROV: POSTAL CODE:
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :

	CONS. GOODS	INVTRY	EQUIP	ACCTS	OTHER	MV INCL	AMOUNT	DATE OF MATURITY OR	NO FIXED MAT DATE
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12									
13									
14									
15									

16 NAME :
17 ADDRESS :
CITY : PROV : POSTAL CODE :

PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 07/21/2026
CCCL369 DISPLAY 2C REGISTRATION - SCREEN 1 10:21:02
ACCOUNT : 009233-0001 FAMILY : 4 OF 5 ENQUIRY PAGE : 13 OF 15
FILE CURRENCY : 20JUL 2026
SEARCH : BD : KEEL DIGITAL SOLUTIONS CORP.

FILE NUMBER 796528215

PAGE TOT REGISTRATION NUM REG TYPE

01 CAUTION : 001 OF 1 MV SCHED: 20241202 1732 1590 8373
21 REFERENCE FILE NUMBER : 796528215
22 AMEND PAGE: NO PAGE: X CHANGE: A AMNDMNT REN YEARS: CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: VECTOR HEALTH LABORATORIES LTD.

25 OTHER CHANGE:
26 REASON: TO REFLECT THE NEW NAME OF THE DEBTOR PURSUANT TO CERTIFICATE AND
27 /DESCR: ARTICLES OF AMENDMENT EFFECTIVE MARCH 11, 2024
28 :
02/05 IND/TRANSFEREE:
03/06 BUS NAME/TRFEE: KEEL DIGITAL SOLUTIONS CORP.

OCN:

04/07 ADDRESS: 2 BLOOR STREET EAST, SUITE 810
CITY: TORONTO PROV: ON POSTAL CODE: M4W 1A8
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :

CONS. GOODS	INVTRY	EQUIP	ACCTS	OTHER	MV INCL	AMOUNT	DATE OF MATURITY OR	NO FIXED MAT DATE
10								
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12								
13								
14								
15								

16 NAME : DENTONS CANADA LLP (VVYNOHRAD/RA)
17 ADDRESS : 400-77 KING STREET WEST TORONTO-DOMINION
CITY : TORONTO PROV : ON POSTAL CODE : M5K 0A1

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 07/21/2026
CCCL369 DISPLAY 1C REGISTRATION - SCREEN 1 10:21:03
ACCOUNT : 009233-0001 FAMILY : 5 OF 5 ENQUIRY PAGE : 14 OF 15
FILE CURRENCY : 20JUL 2026
SEARCH : BD : KEEL DIGITAL SOLUTIONS CORP.

00 FILE NUMBER : 796528233 EXPIRY DATE : 24AUG 2028 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20230824 1053 1590 7466 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : IND NAME:
03 BUS NAME: VECTOR HEALTH LABORATORIES LTD.
OCN :
04 ADDRESS : 2 BLOOR STREET EAST, SUITE 810
CITY : TORONTO PROV: ON POSTAL CODE: M4W 1A8
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:
08 SECURED PARTY/LIEN CLAIMANT :
NATIONAL BANK OF CANADA
09 ADDRESS : 130 KING STREET WEST, SUITE 3500
CITY : TORONTO PROV: ON POSTAL CODE: M5X 1J9

	CONS. GOODS	INVTRY.	EQUIP	ACCTS	OTHER	INCL	MV AMOUNT	DATE OF MATURITY	OR NO FIXED MAT DATE
10		X	X	X	X	X			

YEAR MAKE MODEL V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
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16 AGENT: DENTONS CANADA LLP (JMEYER/LG)
17 ADDRESS : 400-77 KING STREET WEST TORONTO-DOMINION
CITY : TORONTO PROV: ON POSTAL CODE: M5K 0A1

PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 07/21/2026
CCCL369 DISPLAY 2C REGISTRATION - SCREEN 1 10:21:04
ACCOUNT : 009233-0001 FAMILY : 5 OF 5 ENQUIRY PAGE : 15 OF 15
FILE CURRENCY : 20JUL 2026
SEARCH : BD : KEEL DIGITAL SOLUTIONS CORP.
FILE NUMBER 796528233
PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 001 OF 1 MV SCHED: 20241202 1731 1590 8371
21 REFERENCE FILE NUMBER : 796528233
22 AMEND PAGE: NO PAGE: X CHANGE: A AMNDMNT REN YEARS: CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: VECTOR HEALTH LABORATORIES LTD.

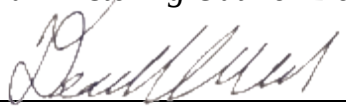
25 OTHER CHANGE:
26 REASON: TO REFLECT THE NEW NAME OF THE DEBTOR PURSUANT TO CERTIFICATE AND
27 /DESCR: ARTICLES OF AMENDMENT EFFECTIVE MARCH 11, 2024
28 :
02/05 IND/TRANSFEREE:
03/06 BUS NAME/TRFEE: KEEL DIGITAL SOLUTIONS CORP.
OCN:
04/07 ADDRESS: 2 BLOOR STREET EAST, SUITE 810
CITY: TORONTO PROV: ON POSTAL CODE: M4W 1A8
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :
CONS. MV DATE OF NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE
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16 NAME : DENTONS CANADA LLP (VVYNOHRAD/RA)
17 ADDRESS : 400-77 KING STREET WEST TORONTO-DOMINION
CITY : TORONTO PROV : ON POSTAL CODE : M5K 0A1

END OF REPORT

This is Exhibit "M" referred to in the
Affidavit of John Borch sworn by John Borch, before me at
the City of Toronto, in the Province of Ontario,
this 27th day of July, 2026 in accordance with
O. Reg. 431/20, Administering Oath or Declaration Remotely.



A Commissioner for taking affidavits

DEREK HARLAND
(LSO# 79504N)

Ontario Search Results
ID 3020536
Search Type [BD] Business Debtor

Your Ref No. 23983B1C-4ACB-41E6-A
Liens : 1 **Pages** : 5

Searched : 21JUL2026 10:20 AM
Printed : 21JUL2026 10:21 AM

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PSSME02         PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM       07/21/2026
CCCL369              DISPLAY 1C REGISTRATION - SCREEN 1               10:20:28
ACCOUNT : 009233-0001       FAMILY :   1 OF   1       ENQUIRY PAGE :   1 OF   5
FILE CURRENCY : 20JUL 2026
SEARCH  : BD  : FIQ LAB SERVICES CORP.

00 FILE NUMBER : 796528215   EXPIRY DATE : 24AUG 2028 STATUS :
01 CAUTION FILING :          PAGE : 001 OF 2          MV SCHEDULE ATTACHED :
   REG NUM : 20230824 1052 1590 7465 REG TYP: P  PPSA    REG PERIOD: 5
02 IND DOB :            IND NAME:
03 BUS NAME: FIQ LAB SERVICES CORP.
                                                                  OCN :
04 ADDRESS : 100 KING STREET WEST, 1 FIRST CANADIAN
   CITY    : TORONTO                 PROV: ON    POSTAL CODE: M5X 1A4
05 IND DOB :            IND NAME:
06 BUS NAME:
                                                                  OCN :
07 ADDRESS :
   CITY    :                         PROV:       POSTAL CODE:
08 SECURED PARTY/LIEN CLAIMANT :
        NATIONAL BANK OF CANADA
09 ADDRESS : 130 KING STREET WEST, SUITE 3500
   CITY    : TORONTO                 PROV: ON    POSTAL CODE: M5X 1J9
  CONS.                               MV                  DATE OF  OR NO FIXED
  GOODS INVTRY. EQUIP  ACCTS  OTHER  INCL     AMOUNT       MATURITY    MAT DATE
10        X      X      X      X      X
   YEAR MAKE                     MODEL              V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13
14
15
16 AGENT: DENTONS CANADA LLP (JMEYER/LG)
17 ADDRESS : 400-77 KING STREET WEST TORONTO-DOMINION
   CITY    : TORONTO                 PROV: ON     POSTAL CODE: M5K 0A1
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PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 07/21/2026
CCCL369 DISPLAY 1C REGISTRATION - SCREEN 1 10:20:29
ACCOUNT : 009233-0001 FAMILY : 1 OF 1 ENQUIRY PAGE : 2 OF 5
FILE CURRENCY : 20JUL 2026
SEARCH : BD : FIQ LAB SERVICES CORP.

00 FILE NUMBER : 796528215 EXPIRY DATE : 24AUG 2028 STATUS :
01 CAUTION FILING : PAGE : 002 OF 2 MV SCHEDULE ATTACHED :
REG NUM : 20230824 1052 1590 7465 REG TYP: REG PERIOD:
02 IND DOB : IND NAME:
03 BUS NAME:
OCN :
04 ADDRESS : PLACE, SUITE 3400
CITY : PROV: POSTAL CODE:
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:
08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
CITY : PROV: POSTAL CODE:
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10
YEAR MAKE MODEL V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
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16 AGENT:
17 ADDRESS :
CITY : PROV: POSTAL CODE:

PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 07/21/2026
CCCL369 DISPLAY 2C REGISTRATION - SCREEN 1 10:20:30
ACCOUNT : 009233-0001 FAMILY : 1 OF 1 ENQUIRY PAGE : 3 OF 5
FILE CURRENCY : 20JUL 2026
SEARCH : BD : FIQ LAB SERVICES CORP.

FILE NUMBER 796528215

PAGE TOT REGISTRATION NUM REG TYPE

01 CAUTION : 001 OF 2 MV SCHED: 20240201 1349 1590 9139
21 REFERENCE FILE NUMBER : 796528215
22 AMEND PAGE: NO PAGE: X CHANGE: A AMNDMNT REN YEARS: CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: FIQ LAB SERVICES CORP.

25 OTHER CHANGE:
26 REASON: TO AMEND THE DEBTOR NAME TO VECTOR HEALTH LABORATORIES LTD. AS A
27 /DESCR: RESULT OF THE AMALGAMATION OF VECTOR HEALTH LABORATORIES LTD., TULIP
28 : HEALTH INC. AND FIQ LAB SERVICES CORP. PURSUANT TO ARTICLES OF
02/05 IND/TRANSFEREE:
03/06 BUS NAME/TRFEE: VECTOR HEALTH LABORATORIES LTD.

OCN:

04/07 ADDRESS: 2 BLOOR STREET EAST, SUITE 810
CITY: TORONTO PROV: ON POSTAL CODE: M4W 1A8
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :

CONS. GOODS	INVTRY	EQUIP	ACCTS	OTHER	MV INCL	AMOUNT	DATE OF MATURITY OR	NO FIXED MAT DATE
10								
11								
12								
13								
14								
15								

16 NAME : DENTONS CANADA LLP (VVYNOHRAD/RA)
17 ADDRESS : 400-77 KING STREET WEST TORONTO-DOMINION
CITY : TORONTO PROV : ON POSTAL CODE : M5K 0A1

PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 07/21/2026
CCCL369 DISPLAY 2C REGISTRATION - SCREEN 1 10:20:31
ACCOUNT : 009233-0001 FAMILY : 1 OF 1 ENQUIRY PAGE : 4 OF 5
FILE CURRENCY : 20JUL 2026
SEARCH : BD : FIQ LAB SERVICES CORP.

FILE NUMBER 796528215

PAGE TOT REGISTRATION NUM REG TYPE

01 CAUTION : 002 OF 2 MV SCHED: 20240201 1349 1590 9139
21 REFERENCE FILE NUMBER : 796528215
22 AMEND PAGE: NO PAGE: CHANGE: REN YEARS: CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME:

25 OTHER CHANGE:
26 REASON: AMALGAMATION DATED FEBRUARY 1, 2024 WHICH CREATED THE AMALGAMATED
27 /DESCR: CORPORATION WITH THE NAME VECTOR HEALTH LABORATORIES LTD.
28 :
02/05 IND/TRANSFEREE:
03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:
CITY: PROV: POSTAL CODE:
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :

	CONS. GOODS	INVTRY	EQUIP	ACCTS	OTHER	MV INCL	AMOUNT	DATE OF MATURITY OR	NO FIXED MAT DATE
10									
11									
12									
13									
14									
15									

16 NAME :
17 ADDRESS :
CITY : PROV : POSTAL CODE :

PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 07/21/2026
CCCL369 DISPLAY 2C REGISTRATION - SCREEN 1 10:20:32
ACCOUNT : 009233-0001 FAMILY : 1 OF 1 ENQUIRY PAGE : 5 OF 5
FILE CURRENCY : 20JUL 2026
SEARCH : BD : FIQ LAB SERVICES CORP.

FILE NUMBER 796528215

PAGE TOT REGISTRATION NUM REG TYPE

01 CAUTION : 001 OF 1 MV SCHED: 20241202 1732 1590 8373
21 REFERENCE FILE NUMBER : 796528215
22 AMEND PAGE: NO PAGE: X CHANGE: A AMNDMNT REN YEARS: CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: VECTOR HEALTH LABORATORIES LTD.

25 OTHER CHANGE:
26 REASON: TO REFLECT THE NEW NAME OF THE DEBTOR PURSUANT TO CERTIFICATE AND
27 /DESCR: ARTICLES OF AMENDMENT EFFECTIVE MARCH 11, 2024
28 :
02/05 IND/TRANSFEREE:
03/06 BUS NAME/TRFEE: KEEL DIGITAL SOLUTIONS CORP.

OCN:

04/07 ADDRESS: 2 BLOOR STREET EAST, SUITE 810
CITY: TORONTO PROV: ON POSTAL CODE: M4W 1A8
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :

	CONS. GOODS	INVTRY	EQUIP	ACCTS	OTHER	MV INCL	AMOUNT	DATE OF MATURITY OR	NO FIXED MAT DATE
10									
11									
12									
13									
14									
15									

16 NAME : DENTONS CANADA LLP (VVYNOHRAD/RA)
17 ADDRESS : 400-77 KING STREET WEST TORONTO-DOMINION
CITY : TORONTO PROV : ON POSTAL CODE : M5K 0A1

END OF REPORT

Ontario Search Results
ID 3020537
Search Type [BD] Business Debtor

Your Ref No. B6030D60-8C92-41AD-8
Liens : 1 **Pages** : 4

Searched : 21JUL2026 10:21 AM
Printed : 21JUL2026 10:21 AM

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PSSME02         PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM       07/21/2026
CCCL369               DISPLAY 1C REGISTRATION - SCREEN 1               10:20:35
ACCOUNT : 009233-0001       FAMILY :   1 OF   1       ENQUIRY PAGE :   1 OF   4
FILE CURRENCY : 20JUL 2026
SEARCH  : BD  : TULIP HEALTH INC.

00 FILE NUMBER : 796528179   EXPIRY DATE : 24AUG 2028 STATUS :
01 CAUTION FILING :          PAGE : 001 OF 1          MV SCHEDULE ATTACHED :
   REG NUM : 20230824 1050 1590 7462 REG TYP: P  PPSA    REG PERIOD: 5
02 IND DOB :            IND NAME:
03 BUS NAME: TULIP HEALTH INC.
                                                                  OCN :
04 ADDRESS : 2 BLOOR STREET EAST, SUITE 810
   CITY    : TORONTO                 PROV: ON    POSTAL CODE: M4W 1A8
05 IND DOB :            IND NAME:
06 BUS NAME:
                                                                  OCN :
07 ADDRESS :
   CITY    :                         PROV:       POSTAL CODE:
08 SECURED PARTY/LIEN CLAIMANT :
        NATIONAL BANK OF CANADA
09 ADDRESS : 130 KING STREET WEST, SUITE 3500
   CITY    : TORONTO                 PROV: ON    POSTAL CODE: M5X 1J9
  CONS.                               MV                  DATE OF  OR NO FIXED
  GOODS INVTRY. EQUIP  ACCTS  OTHER  INCL     AMOUNT       MATURITY    MAT DATE
10        X      X      X      X      X
   YEAR MAKE                     MODEL              V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13
14
15
16 AGENT: DENTONS CANADA LLP (JMEYER/LG)
17 ADDRESS : 400-77 KING STREET WEST TORONTO-DOMINION
   CITY    : TORONTO                 PROV: ON     POSTAL CODE: M5K 0A1
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PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 07/21/2026
CCCL369 DISPLAY 2C REGISTRATION - SCREEN 1 10:20:36
ACCOUNT : 009233-0001 FAMILY : 1 OF 1 ENQUIRY PAGE : 2 OF 4
FILE CURRENCY : 20JUL 2026
SEARCH : BD : TULIP HEALTH INC.

FILE NUMBER 796528179

PAGE TOT REGISTRATION NUM REG TYPE

01 CAUTION : 001 OF 2 MV SCHED: 20240201 1350 1590 9140
21 REFERENCE FILE NUMBER : 796528179
22 AMEND PAGE: NO PAGE: X CHANGE: A AMNDMNT REN YEARS: CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: TULIP HEALTH INC.

25 OTHER CHANGE:
26 REASON: TO AMEND THE DEBTOR NAME TO VECTOR HEALTH LABORATORIES LTD. AS A
27 /DESCR: RESULT OF THE AMALGAMATION OF VECTOR HEALTH LABORATORIES LTD., TULIP
28 : HEALTH INC. AND FIQ LAB SERVICES CORP. PURSUANT TO ARTICLES OF
02/05 IND/TRANSFEREE:
03/06 BUS NAME/TRFEE: VECTOR HEALTH LABORATORIES LTD.

OCN:

04/07 ADDRESS: 2 BLOOR STREET EAST, SUITE 810
CITY: TORONTO PROV: ON POSTAL CODE: M4W 1A8
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :

CONS. GOODS	INVTRY	EQUIP	ACCTS	OTHER	MV INCL	AMOUNT	DATE OF MATURITY OR	NO FIXED MAT DATE
10								
11								
12								
13								
14								
15								

16 NAME : DENTONS CANADA LLP (VVYNOHRAD/RA)
17 ADDRESS : 400-77 KING STREET WEST TORONTO-DOMINION
CITY : TORONTO PROV : ON POSTAL CODE : M5K 0A1

PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 07/21/2026
CCCL369 DISPLAY 2C REGISTRATION - SCREEN 1 10:20:37
ACCOUNT : 009233-0001 FAMILY : 1 OF 1 ENQUIRY PAGE : 3 OF 4
FILE CURRENCY : 20JUL 2026
SEARCH : BD : TULIP HEALTH INC.

FILE NUMBER 796528179

PAGE TOT REGISTRATION NUM REG TYPE

01 CAUTION : 002 OF 2 MV SCHED: 20240201 1350 1590 9140
21 REFERENCE FILE NUMBER : 796528179
22 AMEND PAGE: NO PAGE: CHANGE: REN YEARS: CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME:

25 OTHER CHANGE:
26 REASON: AMALGAMATION DATED FEBRUARY 1, 2024 WHICH CREATED THE AMALGAMATED
27 /DESCR: CORPORATION WITH THE NAME VECTOR HEALTH LABORATORIES LTD.
28 :
02/05 IND/TRANSFEREE:
03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:
CITY: PROV: POSTAL CODE:
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :

	CONS. GOODS	INVTRY	EQUIP	ACCTS	OTHER	MV INCL	AMOUNT	DATE OF MATURITY OR	NO FIXED MAT DATE
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11									
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13									
14									
15									

16 NAME :
17 ADDRESS :
CITY : PROV : POSTAL CODE :

PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 07/21/2026
CCCL369 DISPLAY 2C REGISTRATION - SCREEN 1 10:20:38
ACCOUNT : 009233-0001 FAMILY : 1 OF 1 ENQUIRY PAGE : 4 OF 4
FILE CURRENCY : 20JUL 2026
SEARCH : BD : TULIP HEALTH INC.

FILE NUMBER 796528179

PAGE TOT REGISTRATION NUM REG TYPE

01 CAUTION : 001 OF 1 MV SCHED: 20241202 1731 1590 8372
21 REFERENCE FILE NUMBER : 796528179
22 AMEND PAGE: NO PAGE: X CHANGE: A AMNDMNT REN YEARS: CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: VECTOR HEALTH LABORATORIES LTD.

25 OTHER CHANGE:
26 REASON: TO REFLECT THE NEW NAME OF THE DEBTOR PURSUANT TO CERTIFICATE AND
27 /DESCR: ARTICLES OF AMENDMENT EFFECTIVE MARCH 11, 2024
28 :
02/05 IND/TRANSFEREE:
03/06 BUS NAME/TRFEE: KEEL DIGITAL SOLUTIONS CORP.

OCN:

04/07 ADDRESS: 2 BLOOR STREET EAST, SUITE 810
CITY: TORONTO PROV: ON POSTAL CODE: M4W 1A8
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :

	CONS. GOODS	INVTRY	EQUIP	ACCTS	OTHER	MV INCL	AMOUNT	DATE OF MATURITY OR	NO FIXED MAT DATE
10									
11									
12									
13									
14									
15									

16 NAME : DENTONS CANADA LLP (VVYNOHRAD/RA)
17 ADDRESS : 400-77 KING STREET WEST TORONTO-DOMINION
CITY : TORONTO PROV : ON POSTAL CODE : M5K 0A1

END OF REPORT

Ontario Search Results
ID 3020538
Search Type [BD] Business Debtor

Your Ref No. 926EBD92-0C4F-498A-9
Liens : 3 **Pages** : 11

Searched : 21JUL2026 10:21 AM
Printed : 21JUL2026 10:21 AM

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PSSME02         PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM       07/21/2026
CCCL369              DISPLAY 1C REGISTRATION - SCREEN 1               10:20:41
ACCOUNT : 009233-0001       FAMILY :   1 OF   3       ENQUIRY PAGE :   1 OF  11
FILE CURRENCY : 20JUL 2026
SEARCH  : BD  : VECTOR HEALTH LABORATORIES LTD.

00 FILE NUMBER : 796528179   EXPIRY DATE : 24AUG 2028 STATUS :
01 CAUTION FILING :          PAGE : 001 OF 1          MV SCHEDULE ATTACHED :
   REG NUM : 20230824 1050 1590 7462 REG TYP: P  PPSA    REG PERIOD: 5
02 IND DOB :            IND NAME:
03 BUS NAME: TULIP HEALTH INC.
                                                                 OCN :
04 ADDRESS : 2 BLOOR STREET EAST, SUITE 810
   CITY    : TORONTO                 PROV: ON    POSTAL CODE: M4W 1A8
05 IND DOB :            IND NAME:
06 BUS NAME:
                                                                 OCN :
07 ADDRESS :
   CITY    :                         PROV:       POSTAL CODE:
08 SECURED PARTY/LIEN CLAIMANT :
        NATIONAL BANK OF CANADA
09 ADDRESS : 130 KING STREET WEST, SUITE 3500
   CITY    : TORONTO                 PROV: ON    POSTAL CODE: M5X 1J9
  CONS.                               MV                  DATE OF  OR NO FIXED
  GOODS INVTRY. EQUIP  ACCTS  OTHER  INCL     AMOUNT       MATURITY    MAT DATE
10        X      X      X      X      X
   YEAR MAKE                     MODEL              V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13
14
15
16 AGENT: DENTONS CANADA LLP (JMEYER/LG)
17 ADDRESS : 400-77 KING STREET WEST TORONTO-DOMINION
   CITY    : TORONTO                 PROV: ON     POSTAL CODE: M5K 0A1
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PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 07/21/2026
CCCL369 DISPLAY 2C REGISTRATION - SCREEN 1 10:20:42
ACCOUNT : 009233-0001 FAMILY : 1 OF 3 ENQUIRY PAGE : 2 OF 11
FILE CURRENCY : 20JUL 2026
SEARCH : BD : VECTOR HEALTH LABORATORIES LTD.
FILE NUMBER 796528179
PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 001 OF 2 MV SCHED: 20240201 1350 1590 9140
21 REFERENCE FILE NUMBER : 796528179
22 AMEND PAGE: NO PAGE: X CHANGE: A AMNDMNT REN YEARS: CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: TULIP HEALTH INC.

25 OTHER CHANGE:
26 REASON: TO AMEND THE DEBTOR NAME TO VECTOR HEALTH LABORATORIES LTD. AS A
27 /DESCR: RESULT OF THE AMALGAMATION OF VECTOR HEALTH LABORATORIES LTD., TULIP
28 : HEALTH INC. AND FIQ LAB SERVICES CORP. PURSUANT TO ARTICLES OF
02/05 IND/TRANSFEREE:
03/06 BUS NAME/TRFEE: VECTOR HEALTH LABORATORIES LTD.
OCN:
04/07 ADDRESS: 2 BLOOR STREET EAST, SUITE 810
CITY: TORONTO PROV: ON POSTAL CODE: M4W 1A8
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :
CONS. MV DATE OF NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE
10
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14
15
16 NAME : DENTONS CANADA LLP (VVYNOHRAD/RA)
17 ADDRESS : 400-77 KING STREET WEST TORONTO-DOMINION
CITY : TORONTO PROV : ON POSTAL CODE : M5K 0A1

PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 07/21/2026
CCCL369 DISPLAY 2C REGISTRATION - SCREEN 1 10:20:42
ACCOUNT : 009233-0001 FAMILY : 1 OF 3 ENQUIRY PAGE : 3 OF 11
FILE CURRENCY : 20JUL 2026
SEARCH : BD : VECTOR HEALTH LABORATORIES LTD.

FILE NUMBER 796528179

PAGE TOT REGISTRATION NUM REG TYPE

01 CAUTION : 002 OF 2 MV SCHED: 20240201 1350 1590 9140
21 REFERENCE FILE NUMBER : 796528179
22 AMEND PAGE: NO PAGE: CHANGE: REN YEARS: CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME:

25 OTHER CHANGE:
26 REASON: AMALGAMATION DATED FEBRUARY 1, 2024 WHICH CREATED THE AMALGAMATED
27 /DESCR: CORPORATION WITH THE NAME VECTOR HEALTH LABORATORIES LTD.
28 :
02/05 IND/TRANSFEREE:
03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:
CITY: PROV: POSTAL CODE:
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :

	CONS. GOODS	INVTRY	EQUIP	ACCTS	OTHER	MV INCL	AMOUNT	DATE OF MATURITY OR	NO FIXED MAT DATE
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16 NAME :
17 ADDRESS :
CITY : PROV : POSTAL CODE :

PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 07/21/2026
CCCL369 DISPLAY 2C REGISTRATION - SCREEN 1 10:20:43
ACCOUNT : 009233-0001 FAMILY : 1 OF 3 ENQUIRY PAGE : 4 OF 11
FILE CURRENCY : 20JUL 2026
SEARCH : BD : VECTOR HEALTH LABORATORIES LTD.
FILE NUMBER 796528179
PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 001 OF 1 MV SCHED: 20241202 1731 1590 8372
21 REFERENCE FILE NUMBER : 796528179
22 AMEND PAGE: NO PAGE: X CHANGE: A AMNDMNT REN YEARS: CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: VECTOR HEALTH LABORATORIES LTD.

25 OTHER CHANGE:
26 REASON: TO REFLECT THE NEW NAME OF THE DEBTOR PURSUANT TO CERTIFICATE AND
27 /DESCR: ARTICLES OF AMENDMENT EFFECTIVE MARCH 11, 2024
28 :
02/05 IND/TRANSFEREE:
03/06 BUS NAME/TRFEE: KEEL DIGITAL SOLUTIONS CORP.
OCN:
04/07 ADDRESS: 2 BLOOR STREET EAST, SUITE 810
CITY: TORONTO PROV: ON POSTAL CODE: M4W 1A8
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :
CONS. MV DATE OF NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE
10
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15
16 NAME : DENTONS CANADA LLP (VVYNOHRAD/RA)
17 ADDRESS : 400-77 KING STREET WEST TORONTO-DOMINION
CITY : TORONTO PROV : ON POSTAL CODE : M5K 0A1

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 07/21/2026
CCCL369 DISPLAY 1C REGISTRATION - SCREEN 1 10:20:44
ACCOUNT : 009233-0001 FAMILY : 2 OF 3 ENQUIRY PAGE : 5 OF 11
FILE CURRENCY : 20JUL 2026
SEARCH : BD : VECTOR HEALTH LABORATORIES LTD.

00 FILE NUMBER : 796528215 EXPIRY DATE : 24AUG 2028 STATUS :
01 CAUTION FILING : PAGE : 001 OF 2 MV SCHEDULE ATTACHED :
REG NUM : 20230824 1052 1590 7465 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : IND NAME:
03 BUS NAME: FIQ LAB SERVICES CORP.
OCN :
04 ADDRESS : 100 KING STREET WEST, 1 FIRST CANADIAN
CITY : TORONTO PROV: ON POSTAL CODE: M5X 1A4
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:
08 SECURED PARTY/LIEN CLAIMANT :
NATIONAL BANK OF CANADA
09 ADDRESS : 130 KING STREET WEST, SUITE 3500
CITY : TORONTO PROV: ON POSTAL CODE: M5X 1J9

	CONS. GOODS	INVTRY.	EQUIP	ACCTS	OTHER	INCL	MV AMOUNT	DATE OF MATURITY	OR NO FIXED MAT DATE
10		X	X	X	X	X			

YEAR MAKE MODEL V.I.N.
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GENERAL COLLATERAL DESCRIPTION
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15
16 AGENT: DENTONS CANADA LLP (JMEYER/LG)
17 ADDRESS : 400-77 KING STREET WEST TORONTO-DOMINION
CITY : TORONTO PROV: ON POSTAL CODE: M5K 0A1

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 07/21/2026
CCCL369 DISPLAY 1C REGISTRATION - SCREEN 1 10:20:44
ACCOUNT : 009233-0001 FAMILY : 2 OF 3 ENQUIRY PAGE : 6 OF 11
FILE CURRENCY : 20JUL 2026
SEARCH : BD : VECTOR HEALTH LABORATORIES LTD.

00 FILE NUMBER : 796528215 EXPIRY DATE : 24AUG 2028 STATUS :
01 CAUTION FILING : PAGE : 002 OF 2 MV SCHEDULE ATTACHED :
REG NUM : 20230824 1052 1590 7465 REG TYP: REG PERIOD:
02 IND DOB : IND NAME:
03 BUS NAME:
OCN :
04 ADDRESS : PLACE, SUITE 3400
CITY : PROV: POSTAL CODE:
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:
08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
CITY : PROV: POSTAL CODE:
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10
YEAR MAKE MODEL V.I.N.
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12
GENERAL COLLATERAL DESCRIPTION
13
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15
16 AGENT:
17 ADDRESS :
CITY : PROV: POSTAL CODE:

PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 07/21/2026
CCCL369 DISPLAY 2C REGISTRATION - SCREEN 1 10:20:45
ACCOUNT : 009233-0001 FAMILY : 2 OF 3 ENQUIRY PAGE : 7 OF 11
FILE CURRENCY : 20JUL 2026
SEARCH : BD : VECTOR HEALTH LABORATORIES LTD.
FILE NUMBER 796528215
PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 001 OF 2 MV SCHED: 20240201 1349 1590 9139
21 REFERENCE FILE NUMBER : 796528215
22 AMEND PAGE: NO PAGE: X CHANGE: A AMNDMNT REN YEARS: CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: FIQ LAB SERVICES CORP.

25 OTHER CHANGE:
26 REASON: TO AMEND THE DEBTOR NAME TO VECTOR HEALTH LABORATORIES LTD. AS A
27 /DESCR: RESULT OF THE AMALGAMATION OF VECTOR HEALTH LABORATORIES LTD., TULIP
28 : HEALTH INC. AND FIQ LAB SERVICES CORP. PURSUANT TO ARTICLES OF
02/05 IND/TRANSFEREE:
03/06 BUS NAME/TRFEE: VECTOR HEALTH LABORATORIES LTD.
OCN:
04/07 ADDRESS: 2 BLOOR STREET EAST, SUITE 810
CITY: TORONTO PROV: ON POSTAL CODE: M4W 1A8
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :
CONS. MV DATE OF NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE
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16 NAME : DENTONS CANADA LLP (VVYNOHRAD/RA)
17 ADDRESS : 400-77 KING STREET WEST TORONTO-DOMINION
CITY : TORONTO PROV : ON POSTAL CODE : M5K 0A1

PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 07/21/2026
CCCL369 DISPLAY 2C REGISTRATION - SCREEN 1 10:20:46
ACCOUNT : 009233-0001 FAMILY : 2 OF 3 ENQUIRY PAGE : 8 OF 11
FILE CURRENCY : 20JUL 2026
SEARCH : BD : VECTOR HEALTH LABORATORIES LTD.

FILE NUMBER 796528215

PAGE TOT REGISTRATION NUM REG TYPE

01 CAUTION : 002 OF 2 MV SCHED: 20240201 1349 1590 9139
21 REFERENCE FILE NUMBER : 796528215
22 AMEND PAGE: NO PAGE: CHANGE: REN YEARS: CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME:

25 OTHER CHANGE:
26 REASON: AMALGAMATION DATED FEBRUARY 1, 2024 WHICH CREATED THE AMALGAMATED
27 /DESCR: CORPORATION WITH THE NAME VECTOR HEALTH LABORATORIES LTD.
28 :
02/05 IND/TRANSFEREE:
03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:
CITY: PROV: POSTAL CODE:
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :

	CONS. GOODS	INVTRY	EQUIP	ACCTS	OTHER	MV INCL	AMOUNT	DATE OF MATURITY OR	NO FIXED MAT DATE
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12									
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15									

16 NAME :
17 ADDRESS :
CITY : PROV : POSTAL CODE :

PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 07/21/2026
CCCL369 DISPLAY 2C REGISTRATION - SCREEN 1 10:20:46
ACCOUNT : 009233-0001 FAMILY : 2 OF 3 ENQUIRY PAGE : 9 OF 11
FILE CURRENCY : 20JUL 2026
SEARCH : BD : VECTOR HEALTH LABORATORIES LTD.
FILE NUMBER 796528215
PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 001 OF 1 MV SCHED: 20241202 1732 1590 8373
21 REFERENCE FILE NUMBER : 796528215
22 AMEND PAGE: NO PAGE: X CHANGE: A AMNDMNT REN YEARS: CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: VECTOR HEALTH LABORATORIES LTD.

25 OTHER CHANGE:
26 REASON: TO REFLECT THE NEW NAME OF THE DEBTOR PURSUANT TO CERTIFICATE AND
27 /DESCR: ARTICLES OF AMENDMENT EFFECTIVE MARCH 11, 2024
28 :
02/05 IND/TRANSFEREE:
03/06 BUS NAME/TRFEE: KEEL DIGITAL SOLUTIONS CORP.
OCN:
04/07 ADDRESS: 2 BLOOR STREET EAST, SUITE 810
CITY: TORONTO PROV: ON POSTAL CODE: M4W 1A8
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :
CONS. MV DATE OF NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE
10
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16 NAME : DENTONS CANADA LLP (VVYNOHRAD/RA)
17 ADDRESS : 400-77 KING STREET WEST TORONTO-DOMINION
CITY : TORONTO PROV : ON POSTAL CODE : M5K 0A1

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 07/21/2026
CCCL369 DISPLAY 1C REGISTRATION - SCREEN 1 10:20:47
ACCOUNT : 009233-0001 FAMILY : 3 OF 3 ENQUIRY PAGE : 10 OF 11
FILE CURRENCY : 20JUL 2026
SEARCH : BD : VECTOR HEALTH LABORATORIES LTD.

00 FILE NUMBER : 796528233 EXPIRY DATE : 24AUG 2028 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20230824 1053 1590 7466 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : IND NAME:
03 BUS NAME: VECTOR HEALTH LABORATORIES LTD.
OCN :
04 ADDRESS : 2 BLOOR STREET EAST, SUITE 810
CITY : TORONTO PROV: ON POSTAL CODE: M4W 1A8
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:
08 SECURED PARTY/LIEN CLAIMANT :
NATIONAL BANK OF CANADA
09 ADDRESS : 130 KING STREET WEST, SUITE 3500
CITY : TORONTO PROV: ON POSTAL CODE: M5X 1J9

	CONS. GOODS	INVTRY.	EQUIP	ACCTS	OTHER	INCL	MV AMOUNT	DATE OF MATURITY	OR NO FIXED MAT DATE
10		X	X	X	X	X			

YEAR MAKE MODEL V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
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14
15
16 AGENT: DENTONS CANADA LLP (JMEYER/LG)
17 ADDRESS : 400-77 KING STREET WEST TORONTO-DOMINION
CITY : TORONTO PROV: ON POSTAL CODE: M5K 0A1

PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 07/21/2026
CCCL369 DISPLAY 2C REGISTRATION - SCREEN 1 10:20:48
ACCOUNT : 009233-0001 FAMILY : 3 OF 3 ENQUIRY PAGE : 11 OF 11
FILE CURRENCY : 20JUL 2026
SEARCH : BD : VECTOR HEALTH LABORATORIES LTD.
FILE NUMBER 796528233
PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 001 OF 1 MV SCHED: 20241202 1731 1590 8371
21 REFERENCE FILE NUMBER : 796528233
22 AMEND PAGE: NO PAGE: X CHANGE: A AMNDMNT REN YEARS: CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: VECTOR HEALTH LABORATORIES LTD.

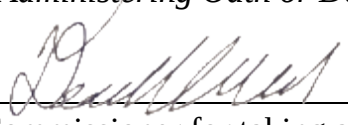
25 OTHER CHANGE:
26 REASON: TO REFLECT THE NEW NAME OF THE DEBTOR PURSUANT TO CERTIFICATE AND
27 /DESCR: ARTICLES OF AMENDMENT EFFECTIVE MARCH 11, 2024
28 :
02/05 IND/TRANSFEREE:
03/06 BUS NAME/TRFEE: KEEL DIGITAL SOLUTIONS CORP.
OCN:
04/07 ADDRESS: 2 BLOOR STREET EAST, SUITE 810
CITY: TORONTO PROV: ON POSTAL CODE: M4W 1A8
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :
CONS. MV DATE OF NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE
10
11
12
13
14
15
16 NAME : DENTONS CANADA LLP (VVYNOHRAD/RA)
17 ADDRESS : 400-77 KING STREET WEST TORONTO-DOMINION
CITY : TORONTO PROV : ON POSTAL CODE : M5K 0A1

END OF REPORT

This is Exhibit “N” referred to in the
Affidavit of John Borch sworn by John Borch, before me at
the City of Toronto, in the Province of Ontario,
this 27th day of July, 2026 in accordance with
O. Reg. 431/20, Administering Oath or Declaration Remotely.



A Commissioner for taking affidavits

DEREK HARLAND
(LSO# 79504N)

Ontario Search Results
ID 3020539
Search Type [BD] Business Debtor

Your Ref No. D691F049-9F2A-47C5-B
Liens : 1 **Pages** : 1

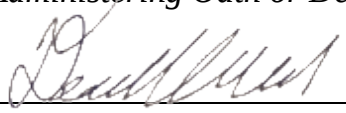
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Printed : 21JUL2026 10:21 AM

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PSSME02         PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM       07/21/2026
CCCL369               DISPLAY 1C REGISTRATION - SCREEN 1               10:20:51
ACCOUNT : 009233-0001       FAMILY :   1 OF   1       ENQUIRY PAGE :   1 OF   1
FILE CURRENCY : 20JUL 2026
SEARCH  : BD  : GET A-HEAD INC.

00 FILE NUMBER : 796528197   EXPIRY DATE : 24AUG 2028 STATUS :
01 CAUTION FILING :          PAGE : 001 OF 1          MV SCHEDULE ATTACHED :
   REG NUM : 20230824 1051 1590 7464 REG TYP: P  PPSA    REG PERIOD: 5
02 IND DOB :            IND NAME:
03 BUS NAME: GET A-HEAD INC.
                                                                  OCN :
04 ADDRESS : 2 BLOOR STREET EAST, SUITE 810
   CITY    : TORONTO                 PROV: ON    POSTAL CODE: M4W 1A8
05 IND DOB :            IND NAME:
06 BUS NAME:
                                                                  OCN :
07 ADDRESS :
   CITY    :                         PROV:       POSTAL CODE:
08 SECURED PARTY/LIEN CLAIMANT :
        NATIONAL BANK OF CANADA
09 ADDRESS : 130 KING STREET WEST, SUITE 3500
   CITY    : TORONTO                 PROV: ON    POSTAL CODE: M5X 1J9
  CONS.                               MV                  DATE OF  OR NO FIXED
  GOODS INVTRY. EQUIP  ACCTS  OTHER  INCL     AMOUNT       MATURITY    MAT DATE
10        X      X      X      X      X
   YEAR MAKE                     MODEL              V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13
14
15
16 AGENT: DENTONS CANADA LLP (JMEYER/LG)
17 ADDRESS : 400-77 KING STREET WEST TORONTO-DOMINION
   CITY    : TORONTO                 PROV: ON     POSTAL CODE: M5K 0A1
```

END OF REPORT

This is Exhibit "O" referred to in the
Affidavit of John Borch sworn by John Borch, before me at
the City of Toronto, in the Province of Ontario,
this 27th day of July, 2026 in accordance with
O. Reg. 431/20, Administering Oath or Declaration Remotely.



A Commissioner for taking affidavits

DEREK HARLAND
(LSO# 79504N)

Ontario Search Results
ID 3020535
Search Type [BD] Business Debtor

Your Ref No. BCE0B532-08FC-4C7F-8
Liens : 1 **Pages** : 2

Searched : 21JUL2026 10:20 AM
Printed : 21JUL2026 10:20 AM

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PSSME02         PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM       07/21/2026
CCCL369               DISPLAY 1C REGISTRATION - SCREEN 1               10:20:25
ACCOUNT : 009233-0001       FAMILY :   1 OF   1       ENQUIRY PAGE :   1 OF   2
FILE CURRENCY : 20JUL 2026
SEARCH  : BD  : AMERIMIND AI LTD.

00 FILE NUMBER : 796528161   EXPIRY DATE : 24AUG 2028 STATUS :
01 CAUTION FILING :          PAGE : 001 OF 1          MV SCHEDULE ATTACHED :
   REG NUM : 20230824 1050 1590 7461 REG TYP: P  PPSA    REG PERIOD: 5
02 IND DOB :            IND NAME:
03 BUS NAME: KEEL DIGITAL SOLUTIONS LTD.
                                                                 OCN :
04 ADDRESS : 2 BLOOR STREET EAST, SUITE 810
   CITY    : TORONTO                 PROV: ON    POSTAL CODE: M4W 1A8
05 IND DOB :            IND NAME:
06 BUS NAME:
                                                                 OCN :
07 ADDRESS :
   CITY    :                         PROV:       POSTAL CODE:
08 SECURED PARTY/LIEN CLAIMANT :
        NATIONAL BANK OF CANADA
09 ADDRESS : 130 KING STREET WEST, SUITE 3500
   CITY    : TORONTO                 PROV: ON    POSTAL CODE: M5X 1J9
  CONS.                               MV                  DATE OF  OR NO FIXED
  GOODS INVTRY. EQUIP  ACCTS  OTHER  INCL     AMOUNT       MATURITY    MAT DATE
10        X      X      X      X      X
   YEAR MAKE                     MODEL              V.I.N.
11
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GENERAL COLLATERAL DESCRIPTION
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16 AGENT: DENTONS CANADA LLP (JMEYER/LG)
17 ADDRESS : 400-77 KING STREET WEST TORONTO-DOMINION
   CITY    : TORONTO                 PROV: ON     POSTAL CODE: M5K 0A1
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PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 07/21/2026
CCCL369 DISPLAY 2C REGISTRATION - SCREEN 1 10:20:25
ACCOUNT : 009233-0001 FAMILY : 1 OF 1 ENQUIRY PAGE : 2 OF 2
FILE CURRENCY : 20JUL 2026
SEARCH : BD : AMERIMIND AI LTD.

FILE NUMBER 796528161

PAGE TOT REGISTRATION NUM REG TYPE

01 CAUTION : 001 OF 1 MV SCHED: 20260227 1425 1590 9360
21 REFERENCE FILE NUMBER : 796528161
22 AMEND PAGE: NO PAGE: X CHANGE: A AMNDMNT REN YEARS: CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: KEEL DIGITAL SOLUTIONS LTD.

25 OTHER CHANGE:
26 REASON: TO UPDATE THE NAME OF THE DEBTOR FROM KEEL DIGITAL SOLUTIONS LTD. TO
27 /DESCR: AMERIMIND AI LTD. AND TO CORRECT THE ADDRESS OF THE DEBTOR.
28 :
02/05 IND/TRANSFEREE:
03/06 BUS NAME/TRFEE: AMERIMIND AI LTD.

OCN:

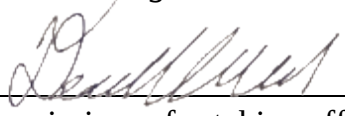
04/07 ADDRESS: 2 BLOOR ST. E., SUITE 3501
CITY: TORONTO PROV: ON POSTAL CODE: M4W 1A8
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :
CONS. MV DATE OF NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE
10
11
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15
16 NAME : THORNTON GROUT FINNIGAN LLP
17 ADDRESS : 3200-100 WELLINGTON STREET WEST
CITY : TORONTO PROV : ON POSTAL CODE : M5K 1K7

END OF REPORT

This is Exhibit "P" referred to in the
Affidavit of John Borch sworn by John Borch, before me at
the City of Toronto, in the Province of Ontario,
this 27th day of July, 2026 in accordance with
O. Reg. 431/20, Administering Oath or Declaration Remotely.



A Commissioner for taking affidavits

DEREK HARLAND
(LSO# 79504N)

Ontario Search Results
ID 3020735
Search Type [BD] Business Debtor

Your Ref No. ECC10080-2B08-4885-A
Liens : 5 **Pages** : 15

Searched : 21JUL2026 11:55 AM
Printed : 21JUL2026 11:56 AM

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PSSME02         PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM       07/21/2026
CCCL369               DISPLAY 1C REGISTRATION - SCREEN 1               11:55:04
ACCOUNT : 009233-0001       FAMILY :   1 OF   5       ENQUIRY PAGE :   1 OF  15
FILE CURRENCY : 20JUL 2026
SEARCH  : BD  : KEEL DIGITAL SOLUTIONS LTD.

00 FILE NUMBER : 509480379   EXPIRY DATE : 25SEP 2029 STATUS :
01 CAUTION FILING :          PAGE : 001 OF 2          MV SCHEDULE ATTACHED :
   REG NUM : 20240925 0902 1901 8156 REG TYP: P  PPSA    REG PERIOD: 05
02 IND DOB : 24FEB1971  IND NAME: JAY                    FISCHBACH
03 BUS NAME:
                                                              OCN :
04 ADDRESS : 24 SEABREEZE AVENUE
   CITY    : THORNHILL               PROV: ON    POSTAL CODE: L4J 8R7
05 IND DOB :            IND NAME:
06 BUS NAME: KEEL DIGITAL SOLUTIONS CORP
                                                              OCN :
07 ADDRESS : 2 BLOOR STREET E SUITE 3
   CITY    : TORONTO                 PROV: ON    POSTAL CODE: M4W 1A8
08 SECURED PARTY/LIEN CLAIMANT :
        HYUNDAI CAPITAL LEASE INC.
09 ADDRESS : 123 FRONT STREET, SUITE 1000
   CITY    : TORONTO                 PROV: ON    POSTAL CODE: M5J 2M3
  CONS.                              MV                  DATE OF  OR NO FIXED
  GOODS INVTRY. EQUIP  ACCTS  OTHER  INCL     AMOUNT       MATURITY    MAT DATE
10 X                          X      X     80816
   YEAR MAKE                     MODEL              V.I.N.
11 2025 GENESIS                  GV70               KMUMCDTC8SU178074
12
GENERAL COLLATERAL DESCRIPTION
13 TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS
14 SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN
15 ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS
16 AGENT: ESC CORPORATE SERVICES LTD.
17 ADDRESS : 445 KING STREET WEST, SUITE 400
   CITY    : TORONTO                 PROV: ON     POSTAL CODE: M5V 1K4
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PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 07/21/2026
CCCL369 DISPLAY 1C REGISTRATION - SCREEN 1 11:55:04
ACCOUNT : 009233-0001 FAMILY : 1 OF 5 ENQUIRY PAGE : 2 OF 15
FILE CURRENCY : 20JUL 2026
SEARCH : BD : KEEL DIGITAL SOLUTIONS LTD.

00 FILE NUMBER : 509480379 EXPIRY DATE : 25SEP 2029 STATUS :
01 CAUTION FILING : PAGE : 002 OF 2 MV SCHEDULE ATTACHED :
REG NUM : 20240925 0902 1901 8156 REG TYP: REG PERIOD:
02 IND DOB : IND NAME:
03 BUS NAME:
OCN :
04 ADDRESS :
CITY : PROV: POSTAL CODE:
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:
08 SECURED PARTY/LIEN CLAIMANT :
GENESIS MOTOR FINANCE
09 ADDRESS : 123 FRONT STREET, SUITE 1000
CITY : TORONTO PROV: ON POSTAL CODE: M5J 2M3
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10
YEAR MAKE MODEL V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13 WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER
14 PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE
15 COLLATERAL OR PROCEEDS OF THE COLLATERAL
16 AGENT:
17 ADDRESS :
CITY : PROV: POSTAL CODE:

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 07/21/2026
CCCL369 DISPLAY 1C REGISTRATION - SCREEN 1 11:55:05
ACCOUNT : 009233-0001 FAMILY : 2 OF 5 ENQUIRY PAGE : 3 OF 15
FILE CURRENCY : 20JUL 2026
SEARCH : BD : KEEL DIGITAL SOLUTIONS LTD.

00 FILE NUMBER : 796528161 EXPIRY DATE : 24AUG 2028 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20230824 1050 1590 7461 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : IND NAME:
03 BUS NAME: KEEL DIGITAL SOLUTIONS LTD.
OCN :
04 ADDRESS : 2 BLOOR STREET EAST, SUITE 810
CITY : TORONTO PROV: ON POSTAL CODE: M4W 1A8
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:
08 SECURED PARTY/LIEN CLAIMANT :
NATIONAL BANK OF CANADA
09 ADDRESS : 130 KING STREET WEST, SUITE 3500
CITY : TORONTO PROV: ON POSTAL CODE: M5X 1J9

	CONS. GOODS	INVTRY.	EQUIP	ACCTS	OTHER	INCL	MV AMOUNT	DATE OF MATURITY	OR NO FIXED MAT DATE
10		X	X	X	X	X			

YEAR MAKE MODEL V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13
14
15
16 AGENT: DENTONS CANADA LLP (JMEYER/LG)
17 ADDRESS : 400-77 KING STREET WEST TORONTO-DOMINION
CITY : TORONTO PROV: ON POSTAL CODE: M5K 0A1

PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 07/21/2026
CCCL369 DISPLAY 2C REGISTRATION - SCREEN 1 11:55:05
ACCOUNT : 009233-0001 FAMILY : 2 OF 5 ENQUIRY PAGE : 4 OF 15
FILE CURRENCY : 20JUL 2026
SEARCH : BD : KEEL DIGITAL SOLUTIONS LTD.
FILE NUMBER 796528161
PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 001 OF 1 MV SCHED: 20260227 1425 1590 9360
21 REFERENCE FILE NUMBER : 796528161
22 AMEND PAGE: NO PAGE: X CHANGE: A AMNDMNT REN YEARS: CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: KEEL DIGITAL SOLUTIONS LTD.

25 OTHER CHANGE:
26 REASON: TO UPDATE THE NAME OF THE DEBTOR FROM KEEL DIGITAL SOLUTIONS LTD. TO
27 /DESCR: AMERIMIND AI LTD. AND TO CORRECT THE ADDRESS OF THE DEBTOR.
28 :
02/05 IND/TRANSFEREE:
03/06 BUS NAME/TRFEE: AMERIMIND AI LTD.
OCN:
04/07 ADDRESS: 2 BLOOR ST. E., SUITE 3501
CITY: TORONTO PROV: ON POSTAL CODE: M4W 1A8
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :
CONS. MV DATE OF NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE
10
11
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13
14
15
16 NAME : THORNTON GROUT FINNIGAN LLP
17 ADDRESS : 3200-100 WELLINGTON STREET WEST
CITY : TORONTO PROV : ON POSTAL CODE : M5K 1K7

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 07/21/2026
CCCL369 DISPLAY 1C REGISTRATION - SCREEN 1 11:55:06
ACCOUNT : 009233-0001 FAMILY : 3 OF 5 ENQUIRY PAGE : 5 OF 15
FILE CURRENCY : 20JUL 2026
SEARCH : BD : KEEL DIGITAL SOLUTIONS LTD.

00 FILE NUMBER : 796528179 EXPIRY DATE : 24AUG 2028 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20230824 1050 1590 7462 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : IND NAME:
03 BUS NAME: TULIP HEALTH INC.
OCN :
04 ADDRESS : 2 BLOOR STREET EAST, SUITE 810
CITY : TORONTO PROV: ON POSTAL CODE: M4W 1A8
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:
08 SECURED PARTY/LIEN CLAIMANT :
NATIONAL BANK OF CANADA
09 ADDRESS : 130 KING STREET WEST, SUITE 3500
CITY : TORONTO PROV: ON POSTAL CODE: M5X 1J9

	CONS. GOODS	INVTRY.	EQUIP	ACCTS	OTHER	INCL	MV AMOUNT	DATE OF MATURITY	OR NO FIXED MAT DATE
10		X	X	X	X	X			

YEAR MAKE MODEL V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13
14
15
16 AGENT: DENTONS CANADA LLP (JMEYER/LG)
17 ADDRESS : 400-77 KING STREET WEST TORONTO-DOMINION
CITY : TORONTO PROV: ON POSTAL CODE: M5K 0A1

PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 07/21/2026
CCCL369 DISPLAY 2C REGISTRATION - SCREEN 1 11:55:07
ACCOUNT : 009233-0001 FAMILY : 3 OF 5 ENQUIRY PAGE : 6 OF 15
FILE CURRENCY : 20JUL 2026
SEARCH : BD : KEEL DIGITAL SOLUTIONS LTD.

FILE NUMBER 796528179

PAGE TOT REGISTRATION NUM REG TYPE

01 CAUTION : 001 OF 2 MV SCHED: 20240201 1350 1590 9140
21 REFERENCE FILE NUMBER : 796528179
22 AMEND PAGE: NO PAGE: X CHANGE: A AMNDMNT REN YEARS: CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: TULIP HEALTH INC.

25 OTHER CHANGE:
26 REASON: TO AMEND THE DEBTOR NAME TO VECTOR HEALTH LABORATORIES LTD. AS A
27 /DESCR: RESULT OF THE AMALGAMATION OF VECTOR HEALTH LABORATORIES LTD., TULIP
28 : HEALTH INC. AND FIQ LAB SERVICES CORP. PURSUANT TO ARTICLES OF
02/05 IND/TRANSFEREE:
03/06 BUS NAME/TRFEE: VECTOR HEALTH LABORATORIES LTD.

OCN:

04/07 ADDRESS: 2 BLOOR STREET EAST, SUITE 810
CITY: TORONTO PROV: ON POSTAL CODE: M4W 1A8
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :

CONS. GOODS	INVTRY	EQUIP	ACCTS	OTHER	MV INCL	AMOUNT	DATE OF MATURITY OR	NO FIXED MAT DATE
10								
11								
12								
13								
14								
15								

16 NAME : DENTONS CANADA LLP (VVYNOHRAD/RA)
17 ADDRESS : 400-77 KING STREET WEST TORONTO-DOMINION
CITY : TORONTO PROV : ON POSTAL CODE : M5K 0A1

PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 07/21/2026
CCCL369 DISPLAY 2C REGISTRATION - SCREEN 1 11:55:08
ACCOUNT : 009233-0001 FAMILY : 3 OF 5 ENQUIRY PAGE : 7 OF 15
FILE CURRENCY : 20JUL 2026
SEARCH : BD : KEEL DIGITAL SOLUTIONS LTD.

FILE NUMBER 796528179

PAGE TOT REGISTRATION NUM REG TYPE

01 CAUTION : 002 OF 2 MV SCHED: 20240201 1350 1590 9140
21 REFERENCE FILE NUMBER : 796528179
22 AMEND PAGE: NO PAGE: CHANGE: REN YEARS: CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME:

25 OTHER CHANGE:
26 REASON: AMALGAMATION DATED FEBRUARY 1, 2024 WHICH CREATED THE AMALGAMATED
27 /DESCR: CORPORATION WITH THE NAME VECTOR HEALTH LABORATORIES LTD.
28 :
02/05 IND/TRANSFEREE:
03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:
CITY: PROV: POSTAL CODE:
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :

CONS. GOODS	INVTRY	EQUIP	ACCTS	OTHER	MV INCL	AMOUNT	DATE OF MATURITY OR	NO FIXED MAT DATE
10								
11								
12								
13								
14								
15								

16 NAME :
17 ADDRESS :
CITY : PROV : POSTAL CODE :

PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 07/21/2026
CCCL369 DISPLAY 2C REGISTRATION - SCREEN 1 11:55:08
ACCOUNT : 009233-0001 FAMILY : 3 OF 5 ENQUIRY PAGE : 8 OF 15
FILE CURRENCY : 20JUL 2026
SEARCH : BD : KEEL DIGITAL SOLUTIONS LTD.

FILE NUMBER 796528179

PAGE TOT REGISTRATION NUM REG TYPE

01 CAUTION : 001 OF 1 MV SCHED: 20241202 1731 1590 8372
21 REFERENCE FILE NUMBER : 796528179
22 AMEND PAGE: NO PAGE: X CHANGE: A AMNDMNT REN YEARS: CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: VECTOR HEALTH LABORATORIES LTD.

25 OTHER CHANGE:
26 REASON: TO REFLECT THE NEW NAME OF THE DEBTOR PURSUANT TO CERTIFICATE AND
27 /DESCR: ARTICLES OF AMENDMENT EFFECTIVE MARCH 11, 2024
28 :
02/05 IND/TRANSFEREE:
03/06 BUS NAME/TRFEE: KEEL DIGITAL SOLUTIONS CORP.

OCN:

04/07 ADDRESS: 2 BLOOR STREET EAST, SUITE 810
CITY: TORONTO PROV: ON POSTAL CODE: M4W 1A8
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :
CONS. MV DATE OF NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE
10
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16 NAME : DENTONS CANADA LLP (VVYNOHRAD/RA)
17 ADDRESS : 400-77 KING STREET WEST TORONTO-DOMINION
CITY : TORONTO PROV : ON POSTAL CODE : M5K 0A1

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 07/21/2026
CCCL369 DISPLAY 1C REGISTRATION - SCREEN 1 11:55:09
ACCOUNT : 009233-0001 FAMILY : 4 OF 5 ENQUIRY PAGE : 9 OF 15
FILE CURRENCY : 20JUL 2026
SEARCH : BD : KEEL DIGITAL SOLUTIONS LTD.

00 FILE NUMBER : 796528215 EXPIRY DATE : 24AUG 2028 STATUS :
01 CAUTION FILING : PAGE : 001 OF 2 MV SCHEDULE ATTACHED :
REG NUM : 20230824 1052 1590 7465 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : IND NAME:
03 BUS NAME: FIQ LAB SERVICES CORP.
OCN :
04 ADDRESS : 100 KING STREET WEST, 1 FIRST CANADIAN
CITY : TORONTO PROV: ON POSTAL CODE: M5X 1A4
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:
08 SECURED PARTY/LIEN CLAIMANT :
NATIONAL BANK OF CANADA
09 ADDRESS : 130 KING STREET WEST, SUITE 3500
CITY : TORONTO PROV: ON POSTAL CODE: M5X 1J9

	CONS. GOODS	INVTRY.	EQUIP	ACCTS	OTHER	INCL	MV AMOUNT	DATE OF MATURITY	OR NO FIXED MAT DATE
10		X	X	X	X	X			

YEAR MAKE MODEL V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13
14
15
16 AGENT: DENTONS CANADA LLP (JMEYER/LG)
17 ADDRESS : 400-77 KING STREET WEST TORONTO-DOMINION
CITY : TORONTO PROV: ON POSTAL CODE: M5K 0A1

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PSSME02         PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM       07/21/2026
CCCL369               DISPLAY 1C REGISTRATION - SCREEN 1               11:55:09
ACCOUNT : 009233-0001       FAMILY :   4 OF   5       ENQUIRY PAGE :  10 OF  15
FILE CURRENCY : 20JUL 2026
SEARCH  : BD  : KEEL DIGITAL SOLUTIONS LTD.

00 FILE NUMBER : 796528215   EXPIRY DATE : 24AUG 2028 STATUS :
01 CAUTION FILING :          PAGE : 002 OF 2          MV SCHEDULE ATTACHED :
   REG NUM : 20230824 1052 1590 7465 REG TYP:            REG PERIOD:
02 IND DOB :            IND NAME:
03 BUS NAME:
                                                                  OCN :
04 ADDRESS : PLACE, SUITE 3400
   CITY    :                          PROV:       POSTAL CODE:
05 IND DOB :            IND NAME:
06 BUS NAME:
                                                                  OCN :
07 ADDRESS :
   CITY    :                          PROV:       POSTAL CODE:
08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
   CITY    :                          PROV:       POSTAL CODE:
  CONS.                               MV                   DATE OF  OR NO FIXED
  GOODS INVTRY. EQUIP  ACCTS  OTHER  INCL     AMOUNT       MATURITY    MAT DATE
10
   YEAR MAKE                     MODEL              V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13
14
15
16 AGENT:
17 ADDRESS :
   CITY    :                          PROV:        POSTAL CODE:
```

PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 07/21/2026
CCCL369 DISPLAY 2C REGISTRATION - SCREEN 1 11:55:10
ACCOUNT : 009233-0001 FAMILY : 4 OF 5 ENQUIRY PAGE : 11 OF 15
FILE CURRENCY : 20JUL 2026
SEARCH : BD : KEEL DIGITAL SOLUTIONS LTD.
FILE NUMBER 796528215
PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 001 OF 2 MV SCHED: 20240201 1349 1590 9139
21 REFERENCE FILE NUMBER : 796528215
22 AMEND PAGE: NO PAGE: X CHANGE: A AMNDMNT REN YEARS: CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: FIQ LAB SERVICES CORP.

25 OTHER CHANGE:
26 REASON: TO AMEND THE DEBTOR NAME TO VECTOR HEALTH LABORATORIES LTD. AS A
27 /DESCR: RESULT OF THE AMALGAMATION OF VECTOR HEALTH LABORATORIES LTD., TULIP
28 : HEALTH INC. AND FIQ LAB SERVICES CORP. PURSUANT TO ARTICLES OF
02/05 IND/TRANSFEREE:
03/06 BUS NAME/TRFEE: VECTOR HEALTH LABORATORIES LTD.
OCN:
04/07 ADDRESS: 2 BLOOR STREET EAST, SUITE 810
CITY: TORONTO PROV: ON POSTAL CODE: M4W 1A8
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :
CONS. MV DATE OF NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE
10
11
12
13
14
15
16 NAME : DENTONS CANADA LLP (VVYNOHRAD/RA)
17 ADDRESS : 400-77 KING STREET WEST TORONTO-DOMINION
CITY : TORONTO PROV : ON POSTAL CODE : M5K 0A1

PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 07/21/2026
CCCL369 DISPLAY 2C REGISTRATION - SCREEN 1 11:55:11
ACCOUNT : 009233-0001 FAMILY : 4 OF 5 ENQUIRY PAGE : 12 OF 15
FILE CURRENCY : 20JUL 2026
SEARCH : BD : KEEL DIGITAL SOLUTIONS LTD.
FILE NUMBER 796528215
PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 002 OF 2 MV SCHED: 20240201 1349 1590 9139
21 REFERENCE FILE NUMBER : 796528215
22 AMEND PAGE: NO PAGE: CHANGE: REN YEARS: CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME:

25 OTHER CHANGE:
26 REASON: AMALGAMATION DATED FEBRUARY 1, 2024 WHICH CREATED THE AMALGAMATED
27 /DESCR: CORPORATION WITH THE NAME VECTOR HEALTH LABORATORIES LTD.
28 :
02/05 IND/TRANSFEREE:
03/06 BUS NAME/TRFEE:
OCN:
04/07 ADDRESS:
CITY: PROV: POSTAL CODE:
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :
CONS. MV DATE OF NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE
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16 NAME :
17 ADDRESS :
CITY : PROV : POSTAL CODE :

PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 07/21/2026
CCCL369 DISPLAY 2C REGISTRATION - SCREEN 1 11:55:12
ACCOUNT : 009233-0001 FAMILY : 4 OF 5 ENQUIRY PAGE : 13 OF 15
FILE CURRENCY : 20JUL 2026
SEARCH : BD : KEEL DIGITAL SOLUTIONS LTD.

FILE NUMBER 796528215

PAGE TOT REGISTRATION NUM REG TYPE

01 CAUTION : 001 OF 1 MV SCHED: 20241202 1732 1590 8373
21 REFERENCE FILE NUMBER : 796528215
22 AMEND PAGE: NO PAGE: X CHANGE: A AMNDMNT REN YEARS: CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: VECTOR HEALTH LABORATORIES LTD.

25 OTHER CHANGE:
26 REASON: TO REFLECT THE NEW NAME OF THE DEBTOR PURSUANT TO CERTIFICATE AND
27 /DESCR: ARTICLES OF AMENDMENT EFFECTIVE MARCH 11, 2024
28 :
02/05 IND/TRANSFEREE:
03/06 BUS NAME/TRFEE: KEEL DIGITAL SOLUTIONS CORP.

OCN:

04/07 ADDRESS: 2 BLOOR STREET EAST, SUITE 810
CITY: TORONTO PROV: ON POSTAL CODE: M4W 1A8
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :
CONS. MV DATE OF NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE
10
11
12
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14
15
16 NAME : DENTONS CANADA LLP (VVYNOHRAD/RA)
17 ADDRESS : 400-77 KING STREET WEST TORONTO-DOMINION
CITY : TORONTO PROV : ON POSTAL CODE : M5K 0A1

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 07/21/2026
CCCL369 DISPLAY 1C REGISTRATION - SCREEN 1 11:55:12
ACCOUNT : 009233-0001 FAMILY : 5 OF 5 ENQUIRY PAGE : 14 OF 15
FILE CURRENCY : 20JUL 2026
SEARCH : BD : KEEL DIGITAL SOLUTIONS LTD.

00 FILE NUMBER : 796528233 EXPIRY DATE : 24AUG 2028 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20230824 1053 1590 7466 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : IND NAME:
03 BUS NAME: VECTOR HEALTH LABORATORIES LTD.
OCN :
04 ADDRESS : 2 BLOOR STREET EAST, SUITE 810
CITY : TORONTO PROV: ON POSTAL CODE: M4W 1A8
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:
08 SECURED PARTY/LIEN CLAIMANT :
NATIONAL BANK OF CANADA
09 ADDRESS : 130 KING STREET WEST, SUITE 3500
CITY : TORONTO PROV: ON POSTAL CODE: M5X 1J9

	CONS. GOODS	INVTRY.	EQUIP	ACCTS	OTHER	INCL	MV AMOUNT	DATE OF MATURITY	OR NO FIXED MAT DATE
10		X	X	X	X	X			

YEAR MAKE MODEL V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13
14
15
16 AGENT: DENTONS CANADA LLP (JMEYER/LG)
17 ADDRESS : 400-77 KING STREET WEST TORONTO-DOMINION
CITY : TORONTO PROV: ON POSTAL CODE: M5K 0A1

PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 07/21/2026
CCCL369 DISPLAY 2C REGISTRATION - SCREEN 1 11:55:13
ACCOUNT : 009233-0001 FAMILY : 5 OF 5 ENQUIRY PAGE : 15 OF 15
FILE CURRENCY : 20JUL 2026
SEARCH : BD : KEEL DIGITAL SOLUTIONS LTD.
FILE NUMBER 796528233
PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 001 OF 1 MV SCHED: 20241202 1731 1590 8371
21 REFERENCE FILE NUMBER : 796528233
22 AMEND PAGE: NO PAGE: X CHANGE: A AMNDMNT REN YEARS: CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: VECTOR HEALTH LABORATORIES LTD.

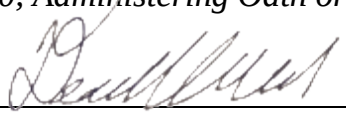
25 OTHER CHANGE:
26 REASON: TO REFLECT THE NEW NAME OF THE DEBTOR PURSUANT TO CERTIFICATE AND
27 /DESCR: ARTICLES OF AMENDMENT EFFECTIVE MARCH 11, 2024
28 :
02/05 IND/TRANSFEREE:
03/06 BUS NAME/TRFEE: KEEL DIGITAL SOLUTIONS CORP.
OCN:
04/07 ADDRESS: 2 BLOOR STREET EAST, SUITE 810
CITY: TORONTO PROV: ON POSTAL CODE: M4W 1A8
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :
CONS. MV DATE OF NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE
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16 NAME : DENTONS CANADA LLP (VVYNOHRAD/RA)
17 ADDRESS : 400-77 KING STREET WEST TORONTO-DOMINION
CITY : TORONTO PROV : ON POSTAL CODE : M5K 0A1

END OF REPORT

This is Exhibit "Q" referred to in the
Affidavit of John Borch sworn by John Borch, before me at
the City of Toronto, in the Province of Ontario,
this 27th day of July, 2026 in accordance with
O. Reg. 431/20, Administering Oath or Declaration Remotely.



A Commissioner for taking affidavits

DEREK HARLAND
(LSO# 79504N)

Delaware

The First State

CERTIFICATE

SEARCHED JULY 22, 2026 AT 2:34 P.M.
FOR DEBTOR, AMERIMIND AI LTD.

1 OF 1 ***FINANCING STATEMENT*** ***20235990758***

EXPIRATION DATE: 09/01/2028

DEBTOR:	***KEEL DIGITAL SOLUTIONS LTD.***	
	2 BLOOR STREET EAST,	***ADDED 09-01-23***
	SUITE 810	***REMOVED 02-27-26***
	TORONTO, ON CA M4W1A8	
DEBTOR:	***AMERIMIND AI LTD.***	
	2 BLOOR STREET EAST, SUITE 3501	***ADDED 02-27-26***
	TORONTO, ON CA M4W1A8	
SECURED:	***NATIONAL BANK OF CANADA***	
	130 KING STREET. WEST,	***ADDED 09-01-23***
	SUITE 3500	
	TORONTO, ON CA M5X1J9	

F I L I N G H I S T O R Y

20235990758	***FILED 09-01-23***	***AT 11:53 A.M.***	***FINANCING STATEMENT***
20261601018	***FILED 02-27-26***	***AT 3:12 P.M.***	***AMENDMENT***

C. B. Sanchez

Charuni Patibanda-Sanchez, Secretary of State

20268591923-UCC11
SR# 20263808881

Authentication: 204603058
Date: 07-22-26

You may verify this certificate online at corp.delaware.gov/authver.shtml

Delaware

The First State

E N D O F F I L I N G H I S T O R Y

THE UNDERSIGNED FILING OFFICER HEREBY CERTIFIES THAT THE ABOVE LISTING IS A RECORD OF ALL PRESENTLY EFFECTIVE FINANCING STATEMENTS, FEDERAL TAX LIENS AND UTILITY SECURITY INSTRUMENTS FILED IN THIS OFFICE WHICH NAME THE ABOVE DEBTOR, AMERIMIND AI LTD. AS OF JULY 8, 2026 AT 11:59 P.M.

Charuni Patibanda-Sanchez, Secretary of State

20268591923-UCC11
SR# 20263808881

Authentication: 204603058
Date: 07-22-26

You may verify this certificate online at corp.delaware.gov/authver.shtml

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional)
B. E-MAIL CONTACT AT SUBMITTER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)

SEE BELOW FOR SECURED PARTY CONTACT INFORMATION

Delaware Department of State
U.C.C. Filing Section
Filed: 11:53 AM 09/01/2023
U.C.C. Initial Filing No: 2023 5990758

Service Request No: 20233403189

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME
Keel Digital Solutions Ltd.

OR

1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
2 Bloor Street East, Suite 810	Toronto	ON	M4W 1A8	CAN

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME
National Bank Of Canada

OR

3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
130 King Street. West, Suite 3500	Toronto	ON	M5X 1J9	CAN

4. COLLATERAL: This financing statement covers the following collateral:

All personal property of the Debtor, wherever located, whether now owned or hereafter acquired.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:
DE UCC Filing - 222222-222222

[redacted]

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional)

B. E-MAIL CONTACT AT SUBMITTER (optional)
dharland@tgf.ca

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

THORNTON GROUT FINNIGAN LLP
3200-100 WELLINGTON STREET WEST
TORONTO ON M5K 1K7

SEE BELOW FOR SECURED PARTY CONTACT INFORMATION

Delaware Department of State
U.C.C. Filing Section
Filed: 03:12 PM 02/27/2026
U.C.C. Initial Filing No: 2023 5990758
Amendment No: 2026 1601018
Service Request No: 20260911075

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
20235990758

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13.

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ☐ ASSIGNMENT: Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9; check ASSIGN Collateral box in Item 8 and describe the affected collateral in item 8

4. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. PARTY INFORMATION CHANGE:

Check one of these two boxes: AND Check one of these three boxes to:

This Change affects ☑ Debtor or ☐ Secured Party of record

☑ CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c ☐ ADD name: Complete item 7a or 7b, and item 7c ☐ DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME
KEEL DIGITAL SOLUTIONS LTD.

OR

6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME
AMERIMIND AI LTD.

OR

7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
2 BLOOR STREET EAST, SUITE 3501	TORONTO	ON	M4W1A8	CA

8. COLLATERAL CHANGE: Check only one box: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN* collateral

Indicate collateral:

*Check ASSIGN COLLATERAL only if the assignee's power to amend the record is limited to certain collateral and describe the collateral in Section 8

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME
NATIONAL BANK OF CANADA

OR

9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10. OPTIONAL FILER REFERENCE DATA:

This is Exhibit “R” referred to in the
Affidavit of John Borch sworn by John Borch, before me at
the City of Toronto, in the Province of Ontario,
this 27th day of July, 2026 in accordance with
O. Reg. 431/20, Administering Oath or Declaration Remotely.



A Commissioner for taking affidavits

DEREK HARLAND
(LSO# 79504N)

Delaware

The First State

CERTIFICATE

SEARCHED JULY 22, 2026 AT 2:34 P.M.
FOR DEBTOR, KEEL DIGITAL SOLUTIONS LTD.

1 OF 1 ***FINANCING STATEMENT*** ***20235990758***

EXPIRATION DATE: 09/01/2028

DEBTOR:	***KEEL DIGITAL SOLUTIONS LTD.***	
	2 BLOOR STREET EAST,	***ADDED 09-01-23***
	SUITE 810	***REMOVED 02-27-26***
	TORONTO, ON CA M4W1A8	
DEBTOR:	***AMERIMIND AI LTD.***	
	2 BLOOR STREET EAST, SUITE 3501	***ADDED 02-27-26***
	TORONTO, ON CA M4W1A8	
SECURED:	***NATIONAL BANK OF CANADA***	
	130 KING STREET. WEST,	***ADDED 09-01-23***
	SUITE 3500	
	TORONTO, ON CA M5X1J9	

F I L I N G H I S T O R Y

20235990758	***FILED 09-01-23***	***AT 11:53 A.M.***	***FINANCING STATEMENT***
20261601018	***FILED 02-27-26***	***AT 3:12 P.M.***	***AMENDMENT***

C. B. Sanchez

Charuni Patibanda-Sanchez, Secretary of State

20268592040-UCC11
SR# 20263808974

Authentication: 204603063
Date: 07-22-26

You may verify this certificate online at corp.delaware.gov/authver.shtml

Delaware

The First State

E N D O F F I L I N G H I S T O R Y

THE UNDERSIGNED FILING OFFICER HEREBY CERTIFIES THAT THE ABOVE LISTING IS A RECORD OF ALL PRESENTLY EFFECTIVE FINANCING STATEMENTS, FEDERAL TAX LIENS AND UTILITY SECURITY INSTRUMENTS FILED IN THIS OFFICE WHICH NAME THE ABOVE DEBTOR, KEEL DIGITAL SOLUTIONS LTD. AS OF JULY 8, 2026 AT 11:59 P.M.

Charuni Patibanda-Sanchez, Secretary of State

20268592040-UCC11
SR# 20263808974

Authentication: 204603063
Date: 07-22-26

You may verify this certificate online at corp.delaware.gov/authver.shtml

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional)
B. E-MAIL CONTACT AT SUBMITTER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)

SEE BELOW FOR SECURED PARTY CONTACT INFORMATION

Delaware Department of State
U.C.C. Filing Section
Filed: 11:53 AM 09/01/2023
U.C.C. Initial Filing No: 2023 5990758

Service Request No: 20233403189

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME
Keel Digital Solutions Ltd.

OR

1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
2 Bloor Street East, Suite 810	Toronto	ON	M4W 1A8	CAN

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME
National Bank Of Canada

OR

3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
130 King Street. West, Suite 3500	Toronto	ON	M5X 1J9	CAN

4. COLLATERAL: This financing statement covers the following collateral:

All personal property of the Debtor, wherever located, whether now owned or hereafter acquired.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:
DE UCC Filing - 222222-222222

[redacted]

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional)

B. E-MAIL CONTACT AT SUBMITTER (optional)
dharland@tgf.ca

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

THORNTON GROUT FINNIGAN LLP
3200-100 WELLINGTON STREET WEST
TORONTO ON M5K 1K7

SEE BELOW FOR SECURED PARTY CONTACT INFORMATION

Delaware Department of State
U.C.C. Filing Section
Filed: 03:12 PM 02/27/2026
U.C.C. Initial Filing No: 2023 5990758
Amendment No: 2026 1601018
Service Request No: 20260911075

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
20235990758

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13.

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ☐ ASSIGNMENT: Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9; check ASSIGN Collateral box in Item 8 and describe the affected collateral in item 8

4. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. PARTY INFORMATION CHANGE:

Check one of these two boxes: AND Check one of these three boxes to:

This Change affects ☑ Debtor or ☐ Secured Party of record

☑ CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c ☐ ADD name: Complete item 7a or 7b, and item 7c ☐ DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME
KEEL DIGITAL SOLUTIONS LTD.

OR

6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME
AMERIMIND AI LTD.

OR

7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
2 BLOOR STREET EAST, SUITE 3501	TORONTO	ON	M4W1A8	CA

8. COLLATERAL CHANGE: Check only one box: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN* collateral

Indicate collateral:

*Check ASSIGN COLLATERAL only if the assignee's power to amend the record is limited to certain collateral and describe the collateral in Section 8

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

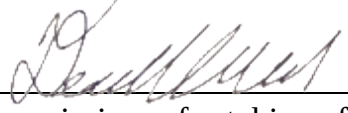
9a. ORGANIZATION'S NAME
NATIONAL BANK OF CANADA

OR

9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10. OPTIONAL FILER REFERENCE DATA:

This is Exhibit "S" referred to in the
Affidavit of John Borch sworn by John Borch, before me at
the City of Toronto, in the Province of Ontario,
this 27th day of July, 2026 in accordance with
O. Reg. 431/20, Administering Oath or Declaration Remotely.



A Commissioner for taking affidavits

DEREK HARLAND
(LSO# 79504N)

Thornton Grout Finnigan LLP
RESTRUCTURING + LITIGATION

Toronto-Dominion Centre
100 Wellington Street West
Suite 3200, P.O. Box 329
Toronto, ON Canada M5K 1K7
T 416.304.1616 F 416.304.1313

Grant B. Moffat
T: 416-304-0599
E: gmoffat@tgf.ca
File No. 200-642

March 11, 2026

PERSONAL & CONFIDENTIAL

VIA ELECTRONIC MAIL (ROBG@KEEL.DIGITAL) AND COURIER

Keel Digital Solutions Corp. & Get A-Head Inc.
2 Bloor Street East
Suite 3501
Toronto, ON M4W 1A8

Attention: Rob Godfrey

Re: Indebtedness of Get A-Head Inc. ("GAH") and Keel Digital Solutions Corp. ("Keel" and together with GAH, the "Borrowers") to National Bank of Canada (the "Lender")

We are the lawyers for the Lender in connection with the above-captioned matter.

We refer to the following:

(a) the credit facilities (the "**Credit Facilities**") made available by the Lender to the Borrowers pursuant to the offer of financing between the Borrowers, Keel Digital Solutions Ltd. ("**Keel USA**"), Robin J. Godfrey ("**Godfrey**") and Ahad K. Bandealy (collectively with the Borrowers, Keel USA and Godfrey, the "**Credit Parties**") and the Lender dated August 31, 2023, as amended by an amending agreement dated March 26, 2024, as confirmed by Keel pursuant to a confirmation agreement dated December 5, 2024, and a second amending agreement dated September 2, 2025 (as amended, restated, modified or supplemented from time to time, the "**Offer of Financing**"). Unless otherwise specified, capitalized terms used but not defined herein have the meanings given to them in the Offer of Financing;

(b) the current accounts maintained by each of the Borrowers with the Lender (collectively, the "**Accounts**"). Each of the Accounts is subject to and governed by the Lender's agreement for business banking effective as of July 1, 2023 (the "**Account Agreement**"); and

(c) the MasterCard credit card account (each, a "**MasterCard Account**") established with the Lender by each of the Borrowers and the MasterCard cards issued by the Lender to each of the Borrowers (collectively, the "**Credit Cards**"). The MasterCard Accounts and the

Credit Cards are subject to and governed by the Lender's cardholder agreement for MasterCard business cards in effect from time to time (the "**MasterCard Agreement**").

Termination of the Credit Facilities

Pursuant to the Offer of Financing, (i) the principal amount, together with accrued interest, outstanding under each of Credit Facility A (revolving operating term loan) and Credit Facility B (non-revolving term loan) shall be repaid in full on the Maturity Date. The Maturity Date is August 31, 2026; and (ii) the portion of risk under Credit Facility C (global risk line for derivatives) for which there is no contract between the Lender and the Borrowers is payable on demand by the Lender.

The Lender is not prepared to extend the Maturity Date. Without limiting any of the Lender's rights and remedies under the Offer of Financing or the other Loan Documents, including, without limitation, the Lender's right to demand payment of or to terminate Credit Facility A and Credit Facility B prior to the Maturity Date in accordance with the Offer of Financing, we confirm that (i) the Lender requires the Borrowers to permanently and indefeasibly repay the amount outstanding under each of Credit Facility A and Credit Facility B on the Maturity Date; and (ii) Credit Facility A and Credit Facility B shall be terminated effective as of the Maturity Date and no further credit shall be available to the Borrowers thereunder.

We also confirm that, without limiting any of the Lender's rights and remedies under the Offer of Financing or the other Loan Documents, including, without limitation, the Lender's right to approve or refuse a transaction request related to Credit Facility C in the sole discretion of the Lender at any time prior to the Maturity Date, the Lender's right to terminate Credit Facility C and the Lender's right to demand payment prior to the Maturity Date of the portion of risk under Credit Facility C for which there is no contract between the Lender and the Borrowers, we confirm that (i) the Lender requires the Borrowers to permanently and indefeasibly repay the amount outstanding under Credit Facility C on the Maturity Date; and (ii) Credit Facility C shall also be terminated effective as of the Maturity Date and no further credit shall be available to the Borrowers thereunder.

Closing of Accounts

In accordance with section 22 of the Account Agreement, and without limiting any of the Lender's rights and remedies under the Account Agreement or any related documents or agreements including, without limitation, the Lender's right to terminate the Account Agreement, or the services provided thereunder with respect to any of the Accounts, prior to the Maturity Date, we are also providing notice to you that the Account Agreement governing each of the Accounts and the services provided thereunder with respect to each of the Accounts will be terminated effective 5:00 p.m. on the Maturity Date (the "**Accounts Closing Time**"). From and after the Accounts Closing Time, any cheques or similar items for the payment of money drawn on any of the

Accounts which are presented to the Lender for payment will be returned marked, "Account Closed".

Cancellation of MasterCard Accounts

Finally, in accordance with section 22.1 of the MasterCard Agreement, and without limiting any of the Lender's rights and remedies under the MasterCard Agreement or any related documents or agreements including, without limitation, the Lender's right to cancel the MasterCard Accounts and the MasterCards prior to the Maturity Date, we are also providing notice to you that (i) the MasterCard Accounts and the MasterCards will be cancelled on the Maturity Date; (ii) the Lender requires that the total balance under the MasterCard Account for each of the Borrowers is paid to the Lender on the Maturity Date; (iii) the Lender requires the Borrowers to terminate all pre-authorized debits to the MasterCard Accounts or the MasterCards effective as of the Maturity Date; and (iv) the Lender requires the Borrowers to return all physical Credit Cards to the Lender on the Maturity Date.

Except as expressly waived in writing by the Lender, no act or failure to act by the Lender nor anything said or done in any discussions, correspondence or other dealings among the Lender and any of the Credit Parties or any of their respective representatives shall be construed as a waiver of any breach, default or event of default under the Offer of Financing, the Loan Documents, the Account Agreement, the MasterCard Agreement or any of the rights or remedies of the Lender. There is no agreement by the Lender to waive any such breach, default or event of default or to forbear from enforcing any of its rights and remedies with respect to any breach, default or event of default under the Offer of Financing, the Loan Documents, the Account Agreement or the MasterCard Agreement which has occurred or which may occur in the future. Without limiting the foregoing, the Lender reserves all of its rights and remedies under the Offer of Financing, the Loan Documents, the Account Agreement, the MasterCard Agreement or otherwise at law.

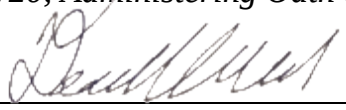
Yours truly,



Grant B. Moffat
GBM

cc: *John Borch, National Bank of Canada*

This is Exhibit "T" referred to in the
Affidavit of John Borch sworn by John Borch, before me at
the City of Toronto, in the Province of Ontario,
this 27th day of July, 2026 in accordance with
O. Reg. 431/20, Administering Oath or Declaration Remotely.



A Commissioner for taking affidavits

DEREK HARLAND
(LSO# 79504N)

From: Jay Fischbach <jayf@keel.digital>
Sent: June 24, 2026 10:40 AM
To: Borch, John; Rob Godfrey
Cc: Malviya, Bhupendra
Subject: RE: SECOND REQUEST - Keel Digital and Get-A-Head - Update Required

****
PRUDENCE/CAUTION - EXTERNE/EXTERNAL
****

John,

I would like to address several of the items raised in your list.

First and foremost, as you are aware, Keel's revenues throughout 2023 and 2024 were largely driven by contracts with the Government of Ontario. In late 2025, the Province terminated all contracts with Keel and initiated an OPP investigation. We continue to fully cooperate with that investigation and have provided all information and documentation requested to date. The investigation remains ongoing.

Separately, the civil litigation between Keel and the Ministry of the Attorney General is proceeding through the court system. As with any legal matter, the timing and progression of both the civil proceedings and the OPP investigation are outside of our control and will advance according to their respective processes.

The business has been significantly impacted by these events and, as a result, has undertaken a number of measures to preserve operations, including:

1. Executive leadership has deferred compensation and is not currently drawing salaries.
2. Staffing has been significantly reduced to a core team of employees, with the remainder of the workforce placed on furlough.
3. The organization now operates on a fully remote basis.
4. We continue to pursue new commercial opportunities; however, sales cycles have been materially extended due to the negative publicity surrounding the company.

At present, other than the $10+ million that we believe remain owing to Keel by the Province of Ontario, the company has no material accounts receivable outstanding.

Thanks

Jay

Jay Fischbach
Chief Operating Officer | **Keel Digital Solutions**

+1 416 418 2233
+1 305 798 7692
www.keel.digital

From: Borch, John <john.borch@nbc.ca>
Sent: June 21, 2026 11:31 AM
To: Jay Fischbach <jayf@keel.digital>; Rob Godfrey <robg@keel.digital>
Cc: Malviya, Bhupendra <bhupendra.malviya@nbc.ca>
Subject: Re: SECOND REQUEST - Keel Digital and Get-A-Head - Update Required

Get Outlook for iOS

From: Jay Fischbach <jayf@keel.digital>
Sent: Friday, 19 June 2026 20:05:12
To: Borch, John <john.borch@nbc.ca>; Rob Godfrey <robg@keel.digital>
Cc: Malviya, Bhupendra <bhupendra.malviya@nbc.ca>
Subject: Re: SECOND REQUEST - Keel Digital and Get-A-Head - Update Required

****
PRUDENCE/CAUTION - EXTERNE/EXTERNAL
****

John

Apologies for the delay on getting these to you. Busy week trying to save our company. We will get you these items mid next week.

Thank you for your patience

Jay

Jay Fischbach
COO
Keel Digital Solutions

From: Borch, John <john.borch@nbc.ca>
Sent: Friday, 19 June 2026 16:21:05
To: Rob Godfrey <robg@keel.digital>; Jay Fischbach <jayf@keel.digital>

Cc: Malviya, Bhupendra <bhupendra.malviya@nbc.ca>
Subject: SECOND REQUEST - Keel Digital and Get-A-Head - Update Required

Rob/Jay,

I am writing following our Teams meeting held on Tuesday, June 9th at 10am.

During the meeting, I advised that both Keel Digital and Get-A-Head were in default of various banking agreements with NBC, including but not limited to:

1) Keel Digital Solutions Corp - Defaults

Loan Delinquency

- REVOLVING TERM LOAN #06002493 – Unpaid interest of $28,235.40 - **Due June 1, 2026**
- NON-REVOLVING TERM LOAN #06002496 – Unpaid interest of $34,283.94 - **Due May 29, 2026**
- NON-REVOLVING TERM LOAN #06002496 – Unpaid principal of $113,750.00 - **Due May 29, 2026**

Annual Reporting Requirements - Not Met

- Audited consolidated annual financial statements of Keel Digital Solutions Corp. for the year-ended December 31, 2025 - **Due April 30, 2026**
- Accountant-prepared unconsolidated annual financial statements of Get-A-Head Inc. for the year-ended December 31, 2025 - **Due April 30, 2026**
- Certificate of Compliance for the year-ended December 31, 2025 confirming no Event of Default has occurred - **Due April 30, 2026**
- Financial forecasts and budget for Fiscal 2027 - **Due April 30, 2026**

Quarterly Reporting Requirements - Not Met

- Unaudited combined financial statements of Keel Digital Solutions Corp. for the quarter-ended March 31, 2026 - **Due May 15, 2026**
- Unaudited unconsolidated financial statements of Keel Digital Solutions Corp. for the quarter-ended March 31, 2026 **- Due May 15, 2026**
- Certificate of Compliance confirming no Event of Default for the quarter-ended March 31, 2026 - **Due May 15, 2026**

Other

- No deposits made to the bank accounts held at NBC since March 30, 2026.
- Bank accounts currently maintained at Toronto-Dominion Bank

2) Get-A-Head Inc. - Default

MasterCard Delinquency

- Account # 5258 81900 807488 – Delinquent in excess of 60 days, amount due $29,044.82
- NOTE: As at June 15, 2026, the delinquency has reached 90 days, **amount due $29,984.41**.
- Pursuant to the terms and conditions of the M/C Agreement, **the MasterCard account has been closed.**

You advised during the meeting that the business was no longer operating as no client sessions were being conducted.

Further, you advised that the business was in the process of winding down and only four employees remained on the payroll.

You had committed to provide the Bank with an email/status report summarizing the current situation and your plans to address each of the above-noted defaults by **Friday, June 12th.**

The update would also address the following topics, amongst others:

1. Status of the OPP investigation
2. Status of the Statement of Claim issued by the Crown and the Statement of Defense and Counterclaim
3. Settlement negotiations pending the conclusion of the OPP investigation
4. Overall state of affairs of the business
5. Updated Account Receivable listing which would include in excess of $10 million due from the Ontario government
6. Copy of the TD Bank statements since the TD bank accounts were opened

It is now Friday, June 19th and there has been no email nor any further communication.

Your immediate attention is required to remedy the above-noted defaults and address the Bank's concerns.

Regards,

NATIONAL BANK

John Borch
Senior Director
Special Loans
Cell: (416) 540-0589
E-mail: john.borch@nbc.ca

National Bank of Canada
130 King Street West, 29th Floor, Toronto, ON M5X 1J9
To contact us, visit nbc.ca. For unsubscribe options, click here.
Head office: National Bank Place, 800 rue Saint-Jacques, Montreal (Quebec) H3C 1A3

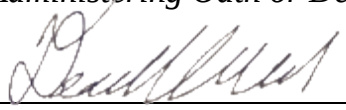
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This is Exhibit "U" referred to in the
Affidavit of John Borch sworn by John Borch, before me at
the City of Toronto, in the Province of Ontario,
this 24th day of July, 2026 in accordance with
O. Reg. 431/20, Administering Oath or Declaration Remotely.



A Commissioner for taking affidavits

DEREK HARLAND
(LSO# 79504N)

Thornton Grout Finnigan LLP
RESTRUCTURING + LITIGATION

Toronto-Dominion Centre
100 Wellington Street West
Suite 3200, P.O. Box 329
Toronto, ON Canada M5K 1K7
T 416.304.1616 F 416.304.1313

Derek Harland
T: 416-304-1127
E: dharland@tgf.ca
File No. 200-642

June 26, 2026

PERSONAL & CONFIDENTIAL

VIA ELECTRONIC MAIL (ROBG@KEEL.DIGITAL & KEELE@KEEL.DIGITAL) AND COURIER

Keel Digital Solutions Corp. & Get A-Head Inc.
2 Bloor Street East
Suite 3501
Toronto, ON M4W 1A8

Attention: Rob Godfrey

Re: Indebtedness of Get A-Head Inc. ("GAH") and Keel Digital Solutions Corp. ("Keel" and together with GAH, the "Borrowers") to National Bank of Canada (the "Lender")

We are the lawyers for the Lender in connection with the above-captioned matter.

We refer to the following:

(a) the credit facilities (the "**Credit Facilities**") made available by the Lender to the Borrowers pursuant to the offer of financing between the Borrowers, Amerimind AI Ltd. ("**Keel USA**"), Robin J. Godfrey ("**Godfrey**") and Ahad K. Bandealy (collectively with the Borrowers, Keel USA and Godfrey, the "**Credit Parties**") and the Lender dated August 31, 2023, as amended by an amending agreement dated March 26, 2024, as confirmed by Keel pursuant to a confirmation agreement dated December 5, 2024, and a second amending agreement dated September 2, 2025 (as amended, restated, modified or supplemented from time to time, the "**Offer of Financing**"). Unless otherwise specified, capitalized terms used but not defined herein have the meanings given to them in the Offer of Financing and all monetary figures used herein are expressed in Canadian dollars; and

(b) the MasterCard credit card account (each, a "**MasterCard Account**") established with the Lender by each of the Borrowers and the MasterCard cards issued by the Lender to each of the Borrowers (collectively, the "**Credit Cards**"). The MasterCard Accounts and the Credit Cards are subject to and governed by the Lender's cardholder agreement for MasterCard business cards in effect from time to time (the "**MasterCard Agreement**").

By email dated June 22, 2026, the Lender advised the Borrowers that the Borrowers had committed various Defaults under the Offer of Financing, including but not limited to:

(i) the failure to pay the interest payment of $28,235.40 when due on June 1, 2026 under Credit Facility A (revolving operating term loan);
(ii) the failure to pay the interest payment of $34,283.94 when due on May 29, 2026 under Credit Facility B (non-revolving term loan);
(iii) the failure to pay the principal payment of $113,750.00 when due on May 29, 2026 under Credit Facility B (non-revolving term loan); and
(iv) ceasing to carry on business or a substantial portion thereof.

(collectively, the "**Additional Defaults**").

Each of the Additional Defaults constitutes an Event of Default under the Offer of Financing. The Lender has not waived or agreed to forbear from enforcing any of its rights with respect to any of the Additional Defaults or any other Defaults or Events of Default that have occurred under the Offer of Financing.

By letters dated March 4, 2026 and March 30, 2026, the Lender advised the Borrowers that the Lender was reserving its rights to declare that a Default or Event of Default has occurred under the Offer of Financing as the result of the action commenced by His Majesty the King in Right of Ontario bearing Court File No. CV-26-00000176-0000. The Lender continues to reserve all of its rights in this regard.

In addition to the Events of Default that have occurred under the Offer of Financing, the Borrowers have also defaulted under the applicable MasterCard Agreements by failing to pay when due the outstanding amounts owing under the MasterCard Account # 819000 807488 held by GAH (the "**GAH MasterCard Account**") and by failing to pay when due the outstanding amounts owing under the MasterCard Account # 81900 1985150 (the "**Keel MasterCard Account**") held by Keel (together, the "**MasterCard Defaults**").

Pursuant to the Offer of Financing, the Lender is entitled to, among other remedies, declare all obligations under the Credit Facilities immediately due and payable upon the occurrence of an Event of Default. Pursuant to the MasterCard Agreement, the Lender is entitled to demand immediate repayment of all amounts owing under the MasterCard Accounts as a result of the MasterCard Defaults. As advised by the Lender on June 22, 2026, the GAH MasterCard Account has been closed and the associated Credit Card(s) must be returned to the Lender immediately. The Keel MasterCard Account has also been blocked and its use has been fully restricted.

The Borrowers are indebted to the Lender pursuant to the Credit Facilities in the amount of $**4,526,202.87** as at June 25, 2026 and pursuant to the MasterCard Accounts in the amount of $**29,987.88** as at June 25, 2026 (collectively, the "**Indebtedness**"), as set out in Schedule "**A**" hereto, together with interest and costs (including without limitation, legal fees and disbursements) to the date of payment.

TGF
Thornton Grout Finnigan LLP

On behalf of the Lender, we hereby demand payment from you of the aforesaid sum of $**4,556,190.75** in respect of the Indebtedness together with interest thereon and all costs, including all legal and other fees and disbursements incurred by the Lender to the date of payment. Interest accrues on the Indebtedness at the following rates: Canadian Prime Rate plus 1.25% per annum in respect of Credit Facility A (revolving operating term loan); Canadian Prime Rate plus 1.25% per annum in respect of Credit Facility B (non-revolving term loan); and 20.99% per annum in respect of the MasterCard Accounts. As at today's date, the Canadian Prime Rate is 4.45% and interest is accruing on the Indebtedness in the total amount of $704.84 per day.

Without limiting any of the other rights and remedies of the Lender pursuant to the Offer of Financing or otherwise, we confirm that, given the occurrence of the Events of Default, no further advances are available to the Borrowers pursuant to the Offer of Financing.

We also enclose at this time a Notice of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act* (Canada) together with a consent thereto. If you consent to the Lender enforcing its rights and remedies without further delay, please date and execute one copy of the consent attached to the enclosed Notice of Intention to Enforce Security and return same to the undersigned by email forthwith.

In the event that you fail to pay the sum indicated, the Lender shall pursue its remedies against you.

Yours truly,



Derek Harland

cc: *John Borch, National Bank of Canada*

Thornton Grout Finnigan LLP

Schedule "A"
Indebtedness of Get A-Head Inc. and Keel Digital Solutions Corp. to the Lender as at June 25, 2026

Facility	Principal Balance	Accrued Interest	Total	Per Diem
Credit Facility A (Revolving Operating Term Loan)	**$1,990,550.00**	**$36,006.73**	**$2,026,556.73**	**$310.85[1]**
Credit Facility B (Non-Revolving Term Loan)	**$2,412,500.00**	**$44,456.10**	**$2,456,956.10**	**$376.75[2]**
MasterCard Accounts	**N/A**	**N/A**	**$29,987.88**	**$17.24[3]**
Legal Fees	**N/A**	**N/A**	**$42,690.04**	**N/A**
TOTAL (CAD)	**$4,403,050.00**	**$80,462.83**	**$4,556,190.75**	**$704.84**

[1] Interest accrues at the Canadian Prime Rate + 1.25% per annum. As at June 25, 2026, the Canadian Prime Rate is 4.45%.
[2] Interest accrues at the Canadian Prime Rate + 1.25% per annum. As at June 25, 2026, the Canadian Prime Rate is 4.45%.
[3] Interest accrues at the rate of 20.99% per annum.

NOTICE OF INTENTION TO ENFORCE SECURITY
PURSUANT TO SECTION 244 OF THE
***BANKRUPTCY AND INSOLVENCY ACT* (CANADA)**

TO: Keel Digital Solutions Corp. (the "Company")

Take notice that:

1. National Bank of Canada (the "**Lender**") intends to enforce the security held by the Lender on the property of the Company, described below:

   (a) all present and after-acquired assets, real property, personal property and undertakings; and

   (b) all proceeds of the foregoing collateral.

2. The security that is to be enforced (collectively, the "**Security**") is in the form of:

   (a) a general security agreement granted by the Company to the Lender dated August 31, 2023; and

   (b) an assignment of insurance granted by the Company in favour of the Lender dated August 31, 2023.

3. As at June 25, 2026, the total amount of the indebtedness secured by the Security is $**4,556,190.75** (the "**Indebtedness**"), together with interest and costs (including without limitation, legal fees and disbursements) to the date of payment. Interest accrues on the Indebtedness at the following rates: Canadian Prime Rate plus 1.25% per annum in respect of Credit Facility A (revolving operating term loan); Canadian Prime Rate plus 1.25% per annum in respect of Credit Facility B (non-revolving term loan); and 20.99% per annum in respect of the MasterCard Accounts. As at today's date, the Canadian Prime Rate is 4.45% and interest is accruing on the Indebtedness in the total amount of $704.84 per day.

4. The Lender will not have the right to enforce the Security until the expiry of the 10-day period after this notice is sent, unless the Company consents to an earlier enforcement.

Dated at Toronto, Ontario, this 26th day of June, 2026

NATIONAL BANK OF CANADA, by Thornton Grout Finnigan LLP, its solicitors herein

Per:_____

Derek Harland
Email: dharland@tgf.ca

CONSENT

TO: **NATIONAL BANK OF CANADA** (the "**Lender**")

FROM: **Keel Digital Solutions Corp.** (the "**Company**")

The Company acknowledges receipt of a Notice of Intention to Enforce Security delivered by the Lender.

For consideration received, the receipt and sufficiency of which are hereby irrevocably acknowledged, the Company hereby consents to the immediate enforcement by the Lender of the Security held by the Lender from the Company, and for the same consideration waives completely all rights to any delay by or any further notice from the Lender with respect to the enforcement of such Security and the exercise of the other remedies of the Lender against the Company.

DATED at _____ this _____ day of _____, 2026.

KEEL DIGITAL SOLUTIONS CORP.

Per: _____
Name:
Title:

I have the authority to bind the Company.

NOTICE OF INTENTION TO ENFORCE SECURITY
PURSUANT TO SECTION 244 OF THE
***BANKRUPTCY AND INSOLVENCY ACT* (CANADA)**

TO: Get A-Head Inc. (the "Company")

Take notice that:

1. National Bank of Canada (the "**Lender**") intends to enforce the security held by the Lender on the property of the Company, described below:

   (a) all present and after-acquired assets, real property, personal property and undertakings; and

   (b) all proceeds of the foregoing collateral.

2. The security that is to be enforced (collectively, the "**Security**") is in the form of:

   (a) a general security agreement granted by the Company to the Lender dated August 31, 2023; and

   (b) an assignment of insurance granted by the Company in favour of the Lender dated August 31, 2023.

3. As at June 25, 2026, the total amount of the indebtedness secured by the Security is $**4,556,190.75** (the "**Indebtedness**"), together with interest and costs (including without limitation, legal fees and disbursements) to the date of payment. Interest accrues on the Indebtedness at the following rates: Canadian Prime Rate plus 1.25% per annum in respect of Credit Facility A (revolving operating term loan); Canadian Prime Rate plus 1.25% per annum in respect of Credit Facility B (non-revolving term loan); and 20.99% per annum in respect of the MasterCard Accounts. As at today's date, the Canadian Prime Rate is 4.45% and interest is accruing on the Indebtedness in the total amount of $704.84 per day.

4. The Lender will not have the right to enforce the Security until the expiry of the 10-day period after this notice is sent, unless the Company consents to an earlier enforcement.

Dated at Toronto, Ontario, this 26th day of June, 2026

NATIONAL BANK OF CANADA, by Thornton Grout Finnigan LLP, its solicitors herein

Per:_____

Derek Harland
Email: dharland@tgf.ca

CONSENT

TO: **NATIONAL BANK OF CANADA** (the "**Lender**")

FROM: **Get A-Head Inc.** (the "**Company**")

The Company acknowledges receipt of a Notice of Intention to Enforce Security delivered by the Lender.

For consideration received, the receipt and sufficiency of which are hereby irrevocably acknowledged, the Company hereby consents to the immediate enforcement by the Lender of the Security held by the Lender from the Company, and for the same consideration waives completely all rights to any delay by or any further notice from the Lender with respect to the enforcement of such Security and the exercise of the other remedies of the Lender against the Company.

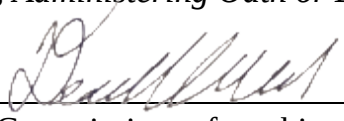
DATED at _____ this _____ day of _____, 2026.

GET A-HEAD INC.

Per: _____
Name:
Title:

I have the authority to bind the Company.

This is Exhibit "V" referred to in the
Affidavit of John Borch sworn by John Borch, before me at
the City of Toronto, in the Province of Ontario,
this 27th day of July, 2026 in accordance with
O. Reg. 431/20, Administering Oath or Declaration Remotely.



A Commissioner for taking affidavits

DEREK HARLAND
(LSO# 79504N)

Thornton Grout Finnigan LLP
RESTRUCTURING + LITIGATION

Toronto-Dominion Centre
100 Wellington Street West
Suite 3200, P.O. Box 329
Toronto, ON Canada M5K 1K7
T 416.304.1616 F 416.304.1313

Derek Harland
T: 416-304-1127
E: dharland@tgf.ca
File No. 200-642

June 26, 2026

PERSONAL & CONFIDENTIAL

VIA ELECTRONIC MAIL (ROBG@KEEL.DIGITAL & KEELE@KEEL.DIGITAL) AND COURIER

Amerimind AI Ltd.
2 Bloor Street East
Suite 3501
Toronto, ON M4W 1A8

Attention: Rob Godfrey

Re: Indebtedness of Get A-Head Inc. ("GAH") and Keel Digital Solutions Corp. ("Keel" and together with GAH, the "Borrowers") to National Bank of Canada (the "Lender")

We are the lawyers for the Lender in connection with the above-captioned matter.

We refer to the following:

(a) the credit facilities (the "**Credit Facilities**") made available by the Lender to the Borrowers pursuant to the offer of financing between the Borrowers, Amerimind AI Ltd. ("**Keel USA**"), Robin J. Godfrey ("**Godfrey**") and Ahad K. Bandealy (collectively with the Borrowers, Keel USA and Godfrey, the "**Credit Parties**") and the Lender dated August 31, 2023, as amended by an amending agreement dated March 26, 2024, as confirmed by Keel pursuant to a confirmation agreement dated December 5, 2024, and a second amending agreement dated September 2, 2025 (as amended, restated, modified or supplemented from time to time, the "**Offer of Financing**"). Unless otherwise specified, capitalized terms used but not defined herein have the meanings given to them in the Offer of Financing and all monetary figures used herein are expressed in Canadian dollars;

(b) the MasterCard credit card account (each, a "**MasterCard Account**") established with the Lender by each of the Borrowers and the MasterCard cards issued by the Lender to each of the Borrowers (collectively, the "**Credit Cards**"). The MasterCard Accounts and the Credit Cards are subject to and governed by the Lender's cardholder agreement for MasterCard business cards in effect from time to time; and

(c) your unlimited guarantee of the Borrowers' obligations to the Lender dated August 31, 2023 (the "**Guarantee**").

Thornton Grout Finnigan LLP

The Borrowers are indebted to the Lender pursuant to the Credit Facilities in the amount of $**4,526,202.87** as at June 25, 2026 and pursuant to the MasterCard Accounts in the amount of $**29,987.88** as at June 25, 2026 (collectively, the "**Indebtedness**"), as set out in Schedule "**A**" hereto, together with interest and costs (including without limitation, legal fees and disbursements) to the date of payment.

By letter to the Borrowers dated June 26, 2026, the Lender demanded payment of the Indebtedness and together therewith delivered to the Borrowers a Notice of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act* (Canada). A copy of the foregoing letter has been provided to you.

Your obligations under the Guarantee are payable on demand. The Indebtedness constitutes Secured Indebtedness within the meaning of the Guarantee.

In accordance with the Guarantee, on behalf of the Lender we hereby demand payment from you of the aforesaid sum of $**4,556,190.75** in respect of the Indebtedness together with interest thereon and all costs, including all legal and other fees and disbursements incurred by the Lender to the date of payment. Interest accrues on the Indebtedness at the following rates: Canadian Prime Rate plus 1.25% per annum in respect of Credit Facility A (revolving operating term loan); Canadian Prime Rate plus 1.25% per annum in respect of Credit Facility B (non-revolving term loan); and 20.99% per annum in respect of the MasterCard Accounts. As at today's date, the Canadian Prime Rate is 4.45% and interest is accruing on the Indebtedness in the total amount of $704.84 per day.

We also enclose at this time a Notice of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act* (Canada) together with a consent thereto. If you consent to the Lender enforcing its rights and remedies without further delay, please date and execute one copy of the consent attached to the enclosed Notice of Intention to Enforce Security and return same to the undersigned by email forthwith.

In the event that you fail to pay the sum indicated, the Lender shall pursue its remedies against you.

Yours truly,

Derek Harland

cc: *John Borch, National Bank of Canada*

Thornton Grout Finnigan LLP

Schedule "A"
Indebtedness of Get A-Head Inc. and Keel Digital Solutions Corp. to the Lender as at June 25, 2026

Facility	Principal Balance	Accrued Interest	Total	Per Diem
Credit Facility A (Revolving Operating Term Loan)	**$1,990,550.00**	**$36,006.73**	**$2,026,556.73**	**$310.85[1]**
Credit Facility B (Non-Revolving Term Loan)	**$2,412,500.00**	**$44,456.10**	**$2,456,956.10**	**$376.75[2]**
MasterCard Accounts	**N/A**	**N/A**	**$29,987.88**	**$17.24[3]**
Legal Fees	**N/A**	**N/A**	**$42,690.04**	**N/A**
TOTAL (CAD)	**$4,403,050.00**	**$80,462.83**	**$4,556,190.75**	**$704.84**

[1] Interest accrues at the Canadian Prime Rate + 1.25% per annum. As at June 25, 2026, the Canadian Prime Rate is 4.45%.
[2] Interest accrues at the Canadian Prime Rate + 1.25% per annum. As at June 25, 2026, the Canadian Prime Rate is 4.45%.
[3] Interest accrues at the rate of 20.99% per annum.

NOTICE OF INTENTION TO ENFORCE SECURITY
PURSUANT TO SECTION 244 OF THE
***BANKRUPTCY AND INSOLVENCY ACT* (CANADA)**

TO: Amerimind AI Ltd. (the "Company")

Take notice that:

1. National Bank of Canada (the "**Lender**") intends to enforce the security held by the Lender on the property of the Company, described below:

   (a) all present and after-acquired assets, real property, personal property and undertakings; and

   (b) all proceeds of the foregoing collateral.

2. The security that is to be enforced (collectively, the "**Security**") is in the form of:

   (a) a general security agreement granted by the Company to the Lender pursuant to Ontario law dated August 31, 2023;

   (b) a general security agreement granted by the Company to the Lender pursuant to New York law dated August 31, 2023; and

   (c) an assignment of insurance granted by the Company in favour of the Lender dated August 31, 2023.

3. As at June 25, 2026, the total amount of the indebtedness secured by the Security is **$4,556,190.75** (the "**Indebtedness**"), together with interest and costs (including without limitation, legal fees and disbursements) to the date of payment. Interest accrues on the Indebtedness at the following rates: Canadian Prime Rate plus 1.25% per annum in respect of Credit Facility A (revolving operating term loan); Canadian Prime Rate plus 1.25% per annum in respect of Credit Facility B (non-revolving term loan); and 20.99% per annum in respect of the MasterCard Accounts. As at today's date, the Canadian Prime Rate is 4.45% and interest is accruing on the Indebtedness in the total amount of $704.84 per day.

4. The Lender will not have the right to enforce the Security until the expiry of the 10-day period after this notice is sent, unless the Company consents to an earlier enforcement.

Dated at Toronto, Ontario, this 26th day of June, 2026

NATIONAL BANK OF CANADA, by Thornton Grout Finnigan LLP, its solicitors herein

Per: _____

Derek Harland
Email: dharland@tgf.ca

CONSENT

TO: **NATIONAL BANK OF CANADA** (the "**Lender**")

FROM: **Amerimind AI Ltd.** (the "**Company**")

The Company acknowledges receipt of a Notice of Intention to Enforce Security delivered by the Lender.

For consideration received, the receipt and sufficiency of which are hereby irrevocably acknowledged, the Company hereby consents to the immediate enforcement by the Lender of the Security held by the Lender from the Company, and for the same consideration waives completely all rights to any delay by or any further notice from the Lender with respect to the enforcement of such Security and the exercise of the other remedies of the Lender against the Company.

DATED at _____ this _____ day of _____, 2026.

AMERIMIND AI LTD.

Per: _____
Name:
Title:

I have the authority to bind the Company.

This is Exhibit "W" referred to in the
Affidavit of John Borch sworn by John Borch, before me at
the City of Toronto, in the Province of Ontario,
this 27th day of July, 2026 in accordance with
O. Reg. 431/20, Administering Oath or Declaration Remotely.



A Commissioner for taking affidavits

DEREK HARLAND
(LSO# 79504N)

Court File No. CL-26-00000333-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990 c. C. 43, AS AMENDED AND IN THE MATTER OF SECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED

B E T W E E N:

NATIONAL BANK OF CANADA

Applicant

- and -

KEEL DIGITAL SOLUTIONS CORP., GET A-HEAD INC. AND AMERIMIND AI LTD.

Respondents

CONSENT

BDO Canada Limited hereby consents to act as court-appointed receiver, without security, of all of the assets, undertakings and properties of Keel Digital Solutions Corp., Get A-Head Inc. and Amerimind AI Ltd. in accordance with an order substantially in the form requested by the Applicant, or as such order may be amended in a manner satisfactory to BDO.

Dated at Toronto, Ontario, this 23rd day of July, 2026.

BDO CANADA LIMITED



Per: _____

Name: Josie Parisi
Title: Senior Vice-President

IN THE MATTER OF SECTION 101 OF THE COURTS OF JUSTICE ACT, R.S.O. 1990 c. C. 43, AS AMENDED, AND IN THE MATTER OF SECTION 243(1) OF THE BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B-3, AS AMENDED.

NATIONAL BANK OF CANADA
Applicant

- and -

KEEL DIGITAL SOLUTIONS CORP., GET A-HEAD INC. AND AMERIMIND AI LTD.

Respondents

Court File No. CV-26-00000333-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
Proceedings commenced at Toronto, Ontario

CONSENT

Thornton Grout Finnigan LLP
TD West Tower, Toronto-Dominion Centre
100 Wellington Street West, Suite 3200
Toronto, ON M5K 1K7
Tel: (416) 304-1616

Grant Moffat (LSO #32380L)
Email: gmoffat@tgf.ca

Derek Harland (LSO #79504N)
Email: dharland@tgf.ca

Lawyers for the Applicant,
National Bank of Canada

NATIONAL BANK OF CANADA	-and-	**KEEL DIGITAL SOLUTIONS CORP., ET AL**
Applicant		Respondents

Court File No.: CL-26-00000333-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

AFFIDAVIT OF JOHN BORCH
(Sworn July 27, 2026)

THORNTON GROUT FINNIGAN LLP
100 Wellington Street West
Suite 3200, TD West Tower
Toronto ON M5K 1K7

Grant Moffat (LSO # 32380L)
Email: gmoffat@tgf.ca
Tel: (416) 304-0599

Derek Harland (LSO #79504N)
Email: dharland@tgf.ca
Tel: (416) 304-1127

Lawyers for the Applicant

TAB 3

Court File No. CL-26-00000333-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

IN THE MATTER OF SECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, C.B-3, AS AMENDED, AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990 C. C.43, AS AMENDED

THE HONOURABLE	)	, THE
	)	
JUSTICE	)	DAY OF , 2026

NATIONAL BANK OF CANADA

Applicant

- and -

KEEL DIGITAL SOLUTIONS CORP., GET A-HEAD INC. AND AMERIMIND AI LTD.

Respondents

ORDER
(Appointing Receiver)

THIS APPLICATION made by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") appointing BDO Canada Ltd. ("**BDO**") as receiver (in such capacity, the "**Receiver**") without security, of all of the assets, undertakings and properties of Keel Digital Solutions Corp. ("**Keel**"), Get A-Head Inc. ("**GAH**') and Amerimind AI Ltd. (collectively Keel and GAH, the "**Debtors**"), was heard this day by judicial videoconference via Zoom in Toronto, Ontario.

ON READING the affidavit of John Borch sworn July 27, 2026 and the Exhibits thereto (the "**Borch Affidavit**"), and on hearing the submissions of counsel for the Applicant, and on reading the consent of BDO to act as the Receiver and the Certificate of Service, filed,

SERVICE

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

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, BDO is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtors acquired for, or used in relation to a business carried on by the Debtors, and all proceeds thereof (the "**Property**").

RECEIVER'S POWERS

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

(a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;

(b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement or renewal of such insurance coverage as may be necessary or desirable;

(c) to manage, operate and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors;

(d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;

(e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;

(f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;

(g) to settle, extend or compromise any indebtedness owing to the Debtors;

(h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver’s name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;

(i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

(j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

(k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,

(i) without the approval of this Court in respect of any transaction not exceeding $250,000, provided that the aggregate consideration for all such transactions does not exceed $1,000,000; and

(ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

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

(l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

(m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

(n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

(o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;

(p) to enter into agreements with any trustee in bankruptcy that may be appointed in respect of the Debtors, including, without limiting the

generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;

(q) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; and

(r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting

of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

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

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

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

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

11. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtors are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtors' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtors or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

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

PIPEDA

14. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information

provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

LIMITATION ON THE RECEIVER'S LIABILITY

16. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

17. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise

ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

FUNDING OF THE RECEIVERSHIP

20. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow from the Applicant by way of advances, 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 $300,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

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

SERVICE AND NOTICE

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

25. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the Debtors and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business

day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

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

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

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

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

30. **THIS COURT ORDERS** that the Applicant shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtors' estate with such priority and at such time as this Court may determine.

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

_____

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT $_____

1. THIS IS TO CERTIFY that BDO Canada Ltd., the receiver (the "**Receiver**") of the assets, undertakings and properties of Keel Digital Solutions Corp. ("**Keel**"), Get A-Head Inc. ("**GAH**') and Amerimind AI Ltd. (collectively with Keel and GAH, the "**Debtors**") acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the _____, 2026 (the "**Order**") made in an application having Court File No. CL-26-00000333-0000, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of $_____, being part of the total principal sum of $_____ which the Receiver is authorized to borrow under and pursuant to the Order.

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

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

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

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver

to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

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

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

DATED the _____ day of _____, 20__.

BDO Canada Ltd., solely in its capacity as Receiver of the Debtors, and not in its personal or corporate capacity

Per: _____

Name:

Title:

NATIONAL BANK OF CANADA
Applicant

and

KEEL DIGITAL SOLUTIONS CORP., ET AL
Respondents

Court File No.: CL-26-00000333-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at **Toronto**

RECEIVERSHIP ORDER

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Lawyers for the Applicant

TAB 4

~~Revised: January 21, 2014~~
~~s.243(1) BIA (National Receiver) and s. 101 CJA (Ontario) Receiver~~

~~Court File No. ——~~

Court File No. CL-26-00000333-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

IN THE MATTER OF SECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, C.B-3, AS AMENDED, AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990 C. C.43, AS AMENDED

THE HONOURABLE ——	)	~~WEEKDAY~~, THE ~~#~~
	)	
JUSTICE ——	)	DAY OF ~~MONTH~~, ~~20YR~~2026

~~**PLAINTIFF**~~[1]

NATIONAL BANK OF CANADA

~~Plaintiff~~Applicant

- and -

KEEL DIGITAL SOLUTIONS CORP., GET A-HEAD INC. AND AMERIMIND AI LTD.

~~**DEFENDANT**~~Respondents

~~Defendant~~

ORDER

(~~appointing~~Appointing Receiver)

[1] ~~The Model Order Subcommittee notes that a receivership proceeding may be commenced by action or by application. This model order is drafted on the basis that the receivership proceeding is commenced by way of an action.~~

THIS ~~MOTION~~**APPLICATION** made by the ~~Plaintiff~~[2]Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the ~~"~~"**BIA**~~"~~") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the ~~"~~"**CJA**~~"~~") appointing ~~[RECEIVER'S NAME]~~BDO Canada Ltd. ("**BDO**") as receiver ~~[and manager]~~ (in such ~~capacities~~capacity, the ~~"~~"**Receiver**~~"~~") without security, of all of the assets, undertakings and properties of ~~[DEBTOR'S NAME] (the "Debtor") acquired for, or used in relation to a business carried on by the Debtor~~Keel Digital Solutions Corp. ("**Keel**"), Get A-Head Inc. ("**GAH**') and Amerimind AI Ltd. (collectively Keel and GAH, the "**Debtors**"), was heard this day ~~at 330 University Avenue,~~by judicial videoconference via Zoom in Toronto, Ontario.

ON READING the affidavit of ~~[NAME]~~John Borch sworn ~~[DATE]~~July 27, 2026 and the Exhibits thereto (the "**Borch Affidavit**"), and on hearing the submissions of counsel for ~~[NAMES], no one appearing for [NAME] although duly served as appears from the affidavit of service of [NAME] sworn [DATE]~~the Applicant, and on reading the consent of ~~[RECEIVER'S NAME]~~BDO to act as the Receiver~~,~~ and the Certificate of Service, filed,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of ~~Motion~~Application and the ~~Motion~~Application Record is hereby ~~abridged and~~ validated[3] so that this ~~motion~~application is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, ~~[RECEIVER'S NAME]~~BDO is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the ~~Debtor~~Debtors acquired for, or used in relation to a

~~[2] Section 243(1) of the BIA provides that the Court may appoint a receiver "on application by a secured creditor".~~

~~[3] If service is effected in a manner other than as authorized by the Ontario *Rules of Civil Procedure*, an order validating irregular service is required pursuant to Rule 16.08 of the *Rules of Civil Procedure* and may be granted in appropriate circumstances.~~

business carried on by the ~~Debtor, including~~Debtors, and all proceeds thereof (the "**Property**").

RECEIVER'S POWERS

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

(a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;

(b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement or renewal of such insurance coverage as may be necessary or desirable;

(c) to manage, operate~~,~~ and carry on the business of the ~~Debtor~~Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the ~~Debtor~~Debtors;

(d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;

(e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the ~~Debtor~~Debtors or any part or parts thereof;

(f) to receive and collect all monies and accounts now owed or hereafter owing to the ~~Debtor~~Debtors and to exercise all remedies of the ~~Debtor~~Debtors in collecting such monies, including, without limitation, to enforce any security held by the ~~Debtor~~Debtors;

(g) to settle, extend or compromise any indebtedness owing to the ~~Debtor~~Debtors;

(h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the ~~Receiver's~~Receiver's name or in the name and on behalf of the ~~Debtor~~Debtors, for any purpose pursuant to this Order;

(i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the ~~Debtor~~Debtors, the Property or the Receiver, and to settle or compromise any such proceedings.[4] The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

(j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and

~~[4] This model order does not include specific authority permitting the Receiver to either file an assignment in bankruptcy on behalf of the Debtor, or to consent to the making of a bankruptcy order against the Debtor. A bankruptcy may have the effect of altering the priorities among creditors, and therefore the specific authority of the Court should be sought if the Receiver wishes to take one of these steps.~~

negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

(k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,

(i) without the approval of this Court in respect of any transaction not exceeding $~~———~~250,000, provided that the aggregate consideration for all such transactions does not exceed $~~———~~1,000,000; and

(ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, ~~[~~or section 31 of the Ontario *Mortgages Act*, as the case may be,~~]~~[5] shall not be required~~, and in each case the Ontario *Bulk Sales Act* shall not apply.~~;

(l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

(m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the

~~[5] If the Receiver will be dealing with assets in other provinces, consider adding references to applicable statutes in other provinces. If this is done, those statutes must be reviewed to ensure that the Receiver is exempt from or can be exempted from such notice periods, and further that the Ontario Court has the jurisdiction to grant such an exemption.~~

Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

(n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

(o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the ~~Debtor~~Debtors;

(p) to enter into agreements with any trustee in bankruptcy that may be appointed in respect of the ~~Debtor~~Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the ~~Debtor~~Debtors;

(q) to exercise any shareholder, partnership, joint venture or other rights which the ~~Debtor~~Debtors may have; and

(r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations~~.~~,

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. **THIS COURT ORDERS** that (i) the ~~Debtor~~Debtors, (ii) all of ~~its~~their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, financial advisors, and all other persons acting on ~~its~~their instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being ~~"~~"**Persons**~~"~~" and each being a ~~"~~"**Person**~~"~~")

shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the ~~Receiver's~~Receiver's request.

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

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

providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. THIS COURT ORDERS that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTORDEBTORS OR THE PROPERTY

8. 9. **THIS COURT ORDERS** that no Proceeding against or in respect of the DebtorDebtors 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 DebtorDebtors or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

9. 10. **THIS COURT ORDERS** that all rights and remedies against the DebtorDebtors, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further

provided that nothing in this paragraph shall (i) empower the Receiver or the ~~Debtor~~Debtors to carry on any business which the ~~Debtor is~~Debtors are not lawfully entitled to carry on, (ii) exempt the Receiver or the ~~Debtor~~Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

11. ~~12.~~ **THIS COURT ORDERS** that all Persons having oral or written agreements with the ~~Debtor~~Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the ~~Debtor~~Debtors are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the ~~Debtor's~~Debtors' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the ~~Debtor~~Debtors or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

12. ~~13.~~ **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property

and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

13. **THIS COURT ORDERS** that, subject to the employees' right 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*.

PIPEDA

14. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall

return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

LIMITATION ON THE RECEIVER'S LIABILITY

16. ~~17.~~ **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

17. 18. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "Receiver's"**Receiver's Charge**"") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.[6]

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

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

FUNDING OF THE RECEIVERSHIP

20. 21. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow from the Applicant by way of advances, 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 $~~_____~~300,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable

~~[6] Note that subsection 243(6) of the BIA provides that the Court may not make such an order "unless it is satisfied that the secured creditors who would be materially affected by the order were given reasonable notice and an opportunity to make representations".~~

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"**Receiver's Borrowings Charge**"") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

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

SERVICE AND NOTICE

24. 25. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at https://www.ontariocourts.ca/scj/files/guides/the-guide-concerning-commercial-list-e-service-en.pdfhttp://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the *Rules of Civil Procedure*. Subject to Rule

3.01(d) of the *Rules of Civil Procedure* and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL ‘<@>’: www.bdo.ca/keel_digital.

25. 26. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtor'sDebtors' creditors or other interested parties at their respective addresses as last shown on the records of the DebtorDebtors and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

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

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

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

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

30. 31. **THIS COURT ORDERS** that the PlaintiffApplicant shall have its costs of this motionapplication, up to and including entry and service of this Order, provided for by the terms of the Plaintiff'sApplicant's security or, if not so provided by the Plaintiff'sApplicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor'sDebtors' estate with such priority and at such time as this Court may determine.

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

~~SCHEDULE "~~SCHEDULE "A~~"~~"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT $_____

1. THIS IS TO CERTIFY that ~~[RECEIVER'S NAME]~~BDO Canada Ltd., the receiver (the ~~"~~"**Receiver**~~"~~") of the assets, undertakings and properties ~~[DEBTOR'S NAME]~~of Keel Digital Solutions Corp. ("**Keel**"), Get A-Head Inc. ("**GAH**') and Amerimind AI Ltd. (collectively with Keel and GAH, the "**Debtors**") acquired for, or used in relation to a business carried on by the ~~Debtor~~Debtors, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the ~~"~~"**Court**~~"~~") dated the ~~___ day of _____, 20__ (the "Order"~~ _____, 2026 (the "**Order**") made in an ~~action~~application having Court ~~file number ___~~File No. CL-~~_____~~26-00000333-0000, has received as such Receiver from the holder of this certificate (the ~~"~~"**Lender**~~"~~") the principal sum of $_____, being part of the total principal sum of $_____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded ~~[~~daily~~][monthly not in advance on the _____ day of each month]~~ after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

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

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

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

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

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

DATED the _____ day of _____, 20__.

~~[RECEIVER'S NAME]~~BDO Canada Ltd., solely in its capacity ~~-~~ as Receiver of the ~~Property~~Debtors, and not in its personal or corporate capacity

Per: _____

Name:

Title:

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NATIONAL BANK OF CANADA Applicant	and	**KEEL DIGITAL SOLUTIONS CORP., ET AL** Respondents

Court File No.: CL-26-00000333-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at **Toronto**

RECEIVERSHIP ORDER

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Summary report: Litera Compare for Word 11.10.1.2 Document comparison done on 2026-07-29 9:29:44 AM	
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Intelligent Table Comparison: Active	
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Move To	0
Table Insert	2
~~Table Delete~~	0
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Embedded Excel	0
Format changes	0
Total Changes:	382

NATIONAL BANK OF CANADA and **KEEL DIGITAL SOLUTIONS CORP., ET AL**

Applicant

Respondents

Court File No.: CL-26-00000333-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
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APPLICATION RECORD

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