

This is Exhibit "6" referred to in the

Affidavit of JONATHAN DOERKSEN

SWORN before me this 5TH day

of SEPTEMBER A.D. 20 17

A Notary Public
in and for the Province of Manitoba

APPRAISAL REPORT

CBRE File No.: 17-APRRLON-0029

Cross Country Manufacturing

1 Solvay Drive

Blenheim, Ontario

Effective Date: July 14, 2017

Prepared for:

Tara Penner

Cross Country Manufacturing

1 Solvay Drive

Blenheim, Ontario,

The CBRE logo is displayed in a bold, white, sans-serif font. The background of the entire page is a dark, abstract graphic featuring a grid of dots and lines, with binary code (0s and 1s) visible in the lower-left and lower-right corners.



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CBRE File No. :: 17-APRLO-0029

July 26, 2017

Tara Penner
Cross Country Manufacturing
Blenheim, Ontario,

RE: 1 Solvay Drive, Blenheim, Ontario

Dear Ms. Penner:

At your request and authorization, CBRE Limited has completed an investigation and analysis of the above referenced property and is pleased to submit this narrative appraisal report. The property was last appraised by CBRE on March 10, 2016 (CBRE File No. A16.229).

This appraisal report is prepared for the purpose of providing an estimate of the current market value of the 100% fee simple interest of 1 Solvay Drive based on an effective date of July 14, 2017. We understand this report will be used to assist with mortgage financing decisions.

The market value reported herein is subject to the Extraordinary Assumptions and Limiting Conditions noted within this report on page 6 which are an integral part of this report and are inseparable from this letter. The analyses, opinions and conclusions utilized in this report were developed based on our interpretation of the standards set forth in the Canadian Uniform Standards of Professional Appraisal Practice (CUSPAP).

Based on the analysis contained in this report, the market value of the subject property as at July 14, 2017 is:

Three Million Three Hundred Thousand Dollars

\$3,300,000



It has been a pleasure to assist you in this assignment. If you have any questions concerning the analysis, or if CBRE Limited can be of further service, please contact us.

Respectfully submitted,

CBRE LIMITED

A handwritten signature in black ink, appearing to read "Eric Passi".

Eric Passi, (Candidate Member AIC)
Associate Director
Valuation & Advisory Services
Phone: 519.286.2003

A handwritten signature in black ink, appearing to read "Clive Bradley".

Clive Bradley, MBA, AACI, P.App.
Director
Valuation & Advisory Services
Phone: 519.286.2002

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ADDENDA

Addendum "A"

Terms of Reference

Assumptions and Limiting Conditions

Addendum "B"

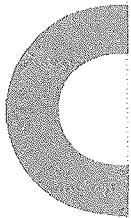
Photos

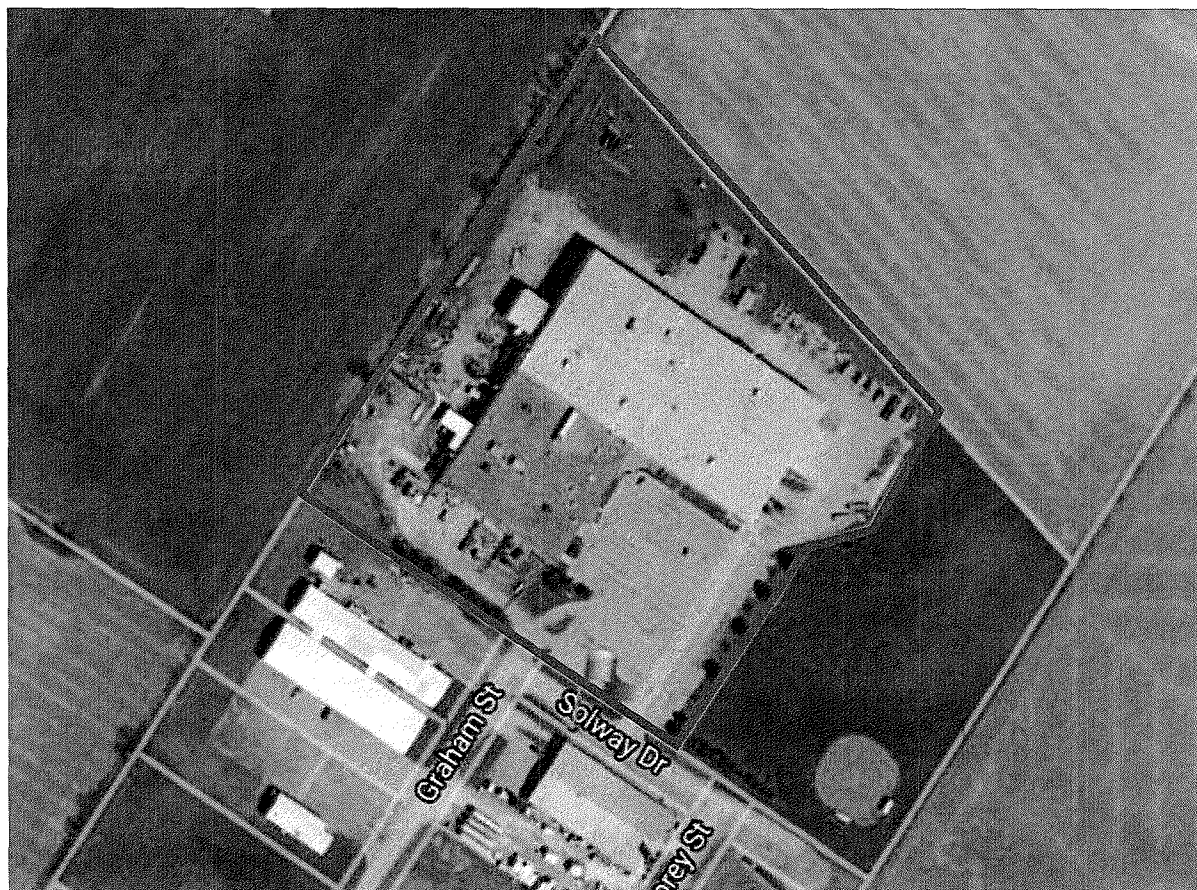
Addendum "C"

Sales Comparables

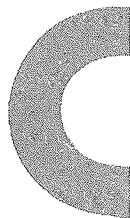
Addendum "D"

Engagement Letter





Cross Country Manufacturing
1 Solway Drive, Blenheim, Ontario



Executive Summary
Investment Summary
Investment Characteristics
Extraordinary Assumptions and Limiting
Conditions

INVESTMENT SUMMARY

ASSET DESCRIPTION

Property Name:	Cross Country Manufacturing	Year Built/Renovated:	1985-1994
Property Address:	1 Solvay Drive, Blenheim	Clear Height:	25-34
Interest Appraised:	Fee Simple	Land Area (acres):	10.62 acres
Effective Date:	July 14, 2017	Coverage Ratio:	26%
Product Type:	Manufacturing	Excess Land Area:	0.00 acres
NRA:	120,000 SF		

INCOME ANALYSIS

Occupancy	100%
Year 1 Market Rent	\$3.40
Year 1 Recovery	\$1.52
Year 1 Expense	\$1.57
Year 1 NOI (Stabilized)	\$402,092
Capitalization Rate	9.00%

VALUATION SUMMARY

Final Value Conclusion	\$3,300,000
Value PSF	\$27.50

INVESTMENT CHARACTERISTICS

Location

Strengths

- Highway #401 approximately 8 kilometres to the northwest
- Located within the industrial area of Blenheim which has full municipal services

Weaknesses

- Blenheim is a secondary industrial market with a small labour force

Physical

Strengths

- Above average power with 10,000 amp service
- Fully sprinklered
- Partially craned facility
- Above average ceiling heights ranging from 25 to 34 feet
- Fully air conditioned
- There have been several building improvements since March 2016, including, but not limited to: miscellaneous electrical work, the installation of new radiant tube heaters, a new overhead door was installed, the surveillance system was upgraded and a new crane rail was added

Weaknesses

- Building size is large for most users in the Chatham-Kent market

Income/Tenancy

Strengths

- Approximately 80% owner occupied
- 20,000 SF leased to a third party tenant until January 2018

Weaknesses

- If vacant, there would be limited demand for the building due to its large size within the Blenheim market

Leasing Market

Strengths

- A cursory review of the market indicates that the vacancy rate in Blenheim is average for a small southwestern Ontario town

Weaknesses

- Small southwestern Ontario communities, such as Blenheim, are subject to large swings in vacancy due to economic conditions
- Generally speaking there is below average demand for industrial space in small southwestern Ontario communities

Investment Market

Strengths

- Tightening of cap rates for select asset classes has continued in 2017, most notably: CBD office, industrial and multi-family
- Against a backdrop of economic volatility, purchasers are clearly prepared to pay a premium for perceived safety and security. This applies both to domestic buyers and, increasingly, foreign capital entering Canada
- With OPEC's promise to cut production, oil pricing began to recover in late 2016 and it appears that Alberta's economy is set to rebound in 2017 after two years of recession
- Strong REIT performance within 2016 and YTD 2017
- Notwithstanding recent volatility, 10 Year Canada Bond yields are at historic lows and Cap Rate to 10-Year GOC spreads remain attractive
- Canada is expected to lead G7 nations in economic growth in 2017

Weaknesses

- There is below average demand for investment real estate in Blenheim
- Liquidity for secondary assets or for assets displaying leasing risk has been reduced and buyers and lenders alike are displaying disciplined underwriting
- Despite a general firming of market conditions in Alberta, crude oil has struggled to maintain the \$50/bbl on persistent US supply
- Tumultuous US policy environment appears to be hurting key components of economic growth
- Continued concerns surrounding global geopolitical uncertainty and impacts on financial markets

EXTRAORDINARY ASSUMPTIONS AND LIMITING CONDITIONS

The Assumptions and Limiting Conditions for this reported have been included in Addendum "A".

Building Area

CBRE was not provided with building plans indicating building dimensions or building areas. For the purpose of this appraisal CBRE has used a rentable building area of 120,000 SF, which was obtained from information provided by the client and MPAC. For the purpose of this analysis CBRE has deemed that this information is correct. It is recommended that the client engage an architect or space planner in order to determine the correct building area. If it is determined that the building area differs from that stated in this report the value will have to be adjusted accordingly.

Soil

A soil analysis for the site has not been provided for the preparation of this opinion. In the absence of a soil report, it is a specific assumption that the site has adequate soils to support the highest and best use.

Title Search

A formal title search was beyond the scope of this assignment. Except as described herein, CBRE Limited has no knowledge of any easements or encroachments. It is recommended that the client/reader obtain a detailed title search outlining all easements and encroachments on the property, if any, prior to making a business decision.

Covenants, Conditions and Restrictions

To our knowledge, there are no known covenants, conditions and restrictions impacting the site, which are considered to affect the marketability or highest and best use, other than zoning restrictions.

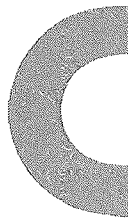
Environmental

CBRE Limited, nor the consultant(s) has not observed, yet is not qualified to detect, the existence of potentially hazardous material or underground storage tanks, which may be present on or near the site. It should also be noted that the existence of hazardous materials or underground storage tanks might have an effect on the value of the property.

CBRE Limited has not observed, yet is not qualified to detect, the existence of any potentially hazardous materials such as lead paint, asbestos, urea formaldehyde foam insulation, or other potentially hazardous construction materials on or in the improvements. The existence of such substances may have an effect on the value of the property. For the purpose of this assignment, we have specifically assumed that the subject is not affected by any hazardous materials, which would cause a loss in value.

Building Condition

It should be noted that neither CBRE Limited nor the valuation consultant are qualified to determine the structural integrity of the building. Finally, CBRE and the valuation consultant make no representations or warranties as the condition or suitability of the electrical system, HVAC system or roof membrane.



Property Overview

Tenure

Location Description

Site Description

Zoning and Planning

Assessment and Taxes

Building Overview

TENURE

The tenure is defined as follows:

- 100% fee simple interest

LOCATION DESCRIPTION

The subject property is situated in an industrial node within the Town of Blenheim. Specifically, the property is located in a mid-block position along the north side Solway Drive at Graham Street.



Land Use

Generally speaking, the subject industrial node is comprised of small to large sized businesses and manufacturing companies. Other major land uses in the area include: downtown Blenheim, approximately 1 kilometre to the southwest and Highway #401 approximately 8 kilometres to the northwest.

Current uses in the immediate vicinity of the subject include:

North

- Agricultural uses dominate to the north
- Highway #401 approximately 8 kilometres to the northwest

South

- Two single-tenant industrial buildings across Solvay Drive to the south
- Industrial uses dominate along both sides of Graham Street to the south
- Downtown Blenheim is located approximately 1 kilometre to the southwest

East

- A municipally owned ball diamond immediately to the east
- Agricultural uses dominate to the east

West

- Agricultural uses dominate to the west

Access

Regional

- Highway #401, approximately 8 kilometres to the north, is Ontario's primary, controlled access, divided freeway linking the Region to the Windsor/Detroit border to the west and the GTA to the east
- County Road #11 is a two-way, two-lane highway linking Blenheim to Highway #401 to the north and Highway #3 to the south

Local

- Solvay Drive is a two-way, two-lane dead-end roadway which provides direct access to the subject from Storey Street to the
- Graham Street is a two-way, two-lane collector roadway linking Solvay Drive to County Road #11

Amenities

Blenheim provides all typical amenities for a small southwestern Ontario community

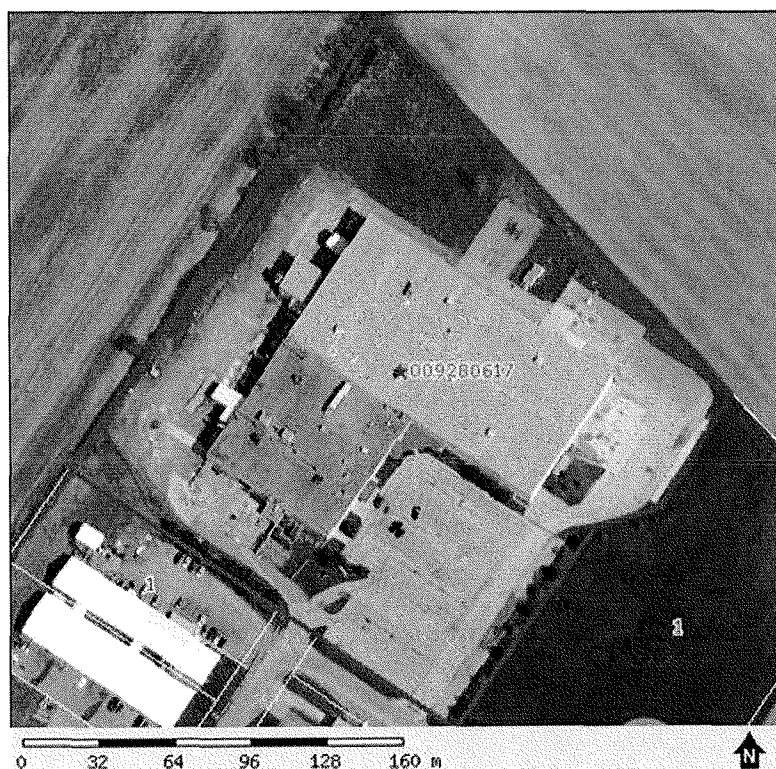
Conclusion

Overall, the location is considered good for industrial uses within the Blenheim market. However, Blenheim generally has below average demand for industrial uses.

SITE DESCRIPTION

Position	Midblock
Site Area	10.62 ac
Site Coverage	25.94%
Excess/Surplus Land	Based on the position of the building on the site, CBRE has estimated that there is no excess land for severance, but there is surplus land for building expansion, if required. However, given the low demand for industrial land in Blenheim, the surplus land would not add any material value to a prospective purchaser.
Configuration	Roughly rectangular
Access	Access to the site is available via two unrestricted ingress/egress points off Solvay Drive.
Topography	Level
Services	Fully serviced

Geowarehouse Site Plan



Conclusion

The site appears to support the existing use.

ZONING AND PLANNING**Official Plan**

- Employment Areas – which permits a wide range of industrial uses

Zoning

- M1 - General Industrial
- A wide range of industrial uses are permitted

Limitations

- For the purposes of this appraisal CBRE has assumed the information obtained is correct and that the subject property is a conforming or at least a legal non-conforming use

Conclusion

A review of the applicable zoning By-Law and Official Plan designations confirmed that the existing use is permitted within the applicable Zoning By-Law and Official Plan.

ASSESSMENT AND TAXES**Civic Address**

1 Solvay Drive

City

Blenheim

Legal Description

PART OF LOT 12, CONCESSION 1, EAST COMMUNICATION ROAD, GEOGRAPHIC TOWNSHIP OF HARWICH, DESIGNATED AS PART 1, 24R3292 EXCEPT PART 1, 24R9801; SUBJECT TO INTEREST, IF ANY, IN 513921 TOGETHER WITH AN EASEMENT OVER PART LOT 12, CON. 1, ECR, HARWICH DESIGNATED AS PART 2, 24R3292 AS IN 492487; MUNICIPALITY OF CHATHAM-KENT. PROVINCE OF ONTARIO.

Assessment Roll No.

365016 00 03 2 661 00000

2017 Municipal Assessment

\$1,623,000

Municipal Realty Tax Estimate (2017)

\$77,069

Realty Taxes (Estimate)

\$78,000

Note: The Realty Tax Estimate has been based on a small inflationary increase over the Final 2017 Realty Taxes

BUILDING OVERVIEW

The following information is based on our inspection of the subject property along with data provided by the client. The information is assumed to be accurate, however, for greater certainty engineering, architectural and structural surveys are recommended.

Date of Inspection

- July 14, 2017

Type

- Manufacturing
- One storey industrial facility with a two level office section
- The building was designed for a single tenant, but a 20,000 SF section was partially demised for a third party tenant in 2015

Year Built

- The building was predominantly constructed in 1985 and 1994. The average age of the building is 25 years.

Net Rentable Area

	Office	Industrial	Total Area	Percent of NRA
Main Floor	10,443 SF	109,557 SF	120,000 SF	100.00%
Net Rentable Area	10,443 SF	109,557 SF	120,000 SF	100.00%

Percentage Office

- There is approximately 9% office space

Construction

- Structural steel frame construction

Exterior Walls

- Insulated metal cladding
- A small portion of the office area has architectural concrete block

Bay Sizes

- 50 x 50 feet

Ceiling Height

- The original 40,000 SF section has a clear height of 25 feet

- The 1994 expansion has a clear height of 34 to 40 feet

Loading/Shipping

- 11 truck-level docks
- 1 standard drive-in doors at grade level
- 2 oversized drive-in doors at grade level

Power Supply

- 10,000 amp main service

Cranes

- The building is fully craned

Security

- Fenced and gated shipping and outside storage yard
- Key pad access system at main building entrances

HVAC

- Office: Heated and cooled via rooftop mounted HVAC units
- Industrial: Heated and cooled via rooftop mounted HVAC units
- An air make-up unit provides fresh air to the facility

Roof

- Typical flat built-up membrane roof with ballast. It should be noted that CBRE did not gain access to the roof on the date of inspection

Lighting

- Office: Flush mounted fluorescent light fixtures, track lights and pot lights
- Industrial: Energy efficient induction light fixtures

Windows

- The office section has double pane windows set in aluminum frames

Plumbing

- Office: the office is provided with a 4-piece men's and women's washroom
- Industrial Section: the warehouse is provided with a 6-piece men's washroom and woman's washroom.

Fire Protection

- The building is fully sprinklered

Interior Layout

- The building was constructed as a one storey manufacturing facility with two-storey office section. The building has been demised into two units, with the owner occupying 100,000 SF and a third party tenant occupying 20,000 SF along the southern side of the building. The third party unit is demised by a corrugated steel partition wall, which does not extend to the ceiling
- Office: The main office section is two-levels. Access to the second level may be obtained via two stairwells. No elevator is provided. The main level contains a security vestibule, private offices, open work area, boardroom, men's and woman's washrooms and lunch room. The second floor contains offices, open work areas and boardrooms. The third party tenant's office space is also two levels with the second level being accessed by a stairwell. The main floor contains a boardroom, lunch room and washrooms. The second level contains a private office and open work area
- Industrial Section: The plant is generally open in nature with wide column spacing. The main shipping area is located along the north side of the building. The third party tenant space is divided by a metal wall which is open at the top to allow for air flow

Interior Finish

- Office: The office area has average quality finishes consisting of ceramic tile flooring, painted drywall walls and suspended acoustic tile ceilings
- Industrial Section: The plant has a bare concrete floor, steel sided and insulated metal walls and an exposed metal deck ceiling

Functional Utility

- Overall, the building is considered to be functional in design and layout for its current use as a manufacturing facility

Condition

- Based on our inspection, the building appears to be in average condition for its age. According to a representative of the owner there have been several upgrades to the property since last appraised in 2016, including, but not limited to:
 - Miscellaneous electrical work
 - Installation of new radiant tube heaters
 - A new overhead door was installed
 - The surveillance system was upgraded
 - A new crane rail was added

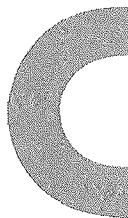
Site Improvements

- The site is also improved with an asphalt paved parking lot at the front of the building. The side and rear truck areas have a mixture of asphalt paving, concrete shipping pads and un-paved areas. One of the shipping ramps is earthen. The paving is in fair condition overall

- The rear site is fenced and provided with security gates. The third party tenant also has a fenced shipping yard
- Minimal landscaping is provided.

Conclusion

Overall, the subject is functional for its current use and in average condition for its age.



Market Overview
Canada Economic Overview
Ontario Economic Overview
Windsor-Sarnia Region
Canada Industrial, Q4 2016

CANADA ECONOMIC OVERVIEW

	CANADA ECONOMIC INDICATORS							
	2014	2015	2016	2017F	2018F	2019F	2020F	2021F
Real GDP Growth at Basic Price (\$2007)	1,747,709	1,766,554	1,789,396	1,825,075	1,857,341	1,890,229	1,922,893	1,958,706
Annual % Change	2.5%	1.1%	1.3%	2.0%	1.8%	1.8%	1.7%	1.9%
Population (Thousands)	35,496	35,825	36,200	36,584	36,964	37,341	37,714	38,086
Annual % Change	1.1%	0.9%	1.0%	1.1%	1.0%	1.0%	1.0%	1.0%
Employment (Thousands)	17,797	17,949	18,057	18,250	18,430	18,611	18,806	18,996
Annual % Change	0.6%	0.9%	0.6%	1.1%	1.0%	1.0%	1.0%	1.0%
Unemployment Rate	6.9%	6.9%	7.0%	6.9%	6.8%	6.6%	6.4%	6.2%
Personal Income Per Capita (\$)	\$43,851	\$45,061	\$45,788	\$46,909	\$48,167	\$49,512	\$50,876	\$52,277
Retail Sales (\$ millions)	505,008	513,383	532,777	546,968	557,398	569,637	582,427	594,531
Annual % Change	4.6%	1.7%	3.8%	2.7%	1.9%	2.2%	2.2%	2.1%
CPI (Annual Change)	1.9%	1.1%	1.6%	2.0%	2.0%	2.2%	2.1%	2.1%

Source: Conference Board of Canada, Winter 2017

Notable highlights regarding Canada's economic environment are provided below and have been sourced from the Conference Board of Canada, Winter 2017 Outlook:

- In 2016 business investment was the weakest part of the Canadian economy, with oil and gas producers cutting investment by almost \$13 billion as a result of the low prices. Non-energy investment declined for the third consecutive year in 2016, resulting in numerous challenges for the national economy. Consumer spending was one positive factor in the Canadian economy in this year, with solid increases despite weak job growth and minimal wage gains. Overall, GDP increased by just 1.3% in 2016.
- Stronger economic performance is expected in 2017 with energy investment expected to have a less significant impact on overall economic growth and non-energy investment to see stronger growth. Export growth is also expected to be strong as the U.S. economy improves and the Canadian dollar remains weak; however, will remain at historically low levels. There is also an increased uncertainty that with the election of Donald Trump Canada will face greater protectionist measures.
- Business investment has been the weakest part of the Canadian economy for the last few years as a result of continued weakness in the oil and gas industry. Into 2017, business investment growth will need to occur outside the oil and gas sector. Unfortunately, non-energy investment has also declined for the last three years. Continued weakness in the Canadian dollar is expected to hamper growth within this sector, which will show only modest gains over the next few years.
- Canadian consumers are beginning to be stretched thin, with record-low interest rates and increased spending and greater debt burdens on the average Canadian. These debt levels are expected to limit consumer spending in 2017 to levels that more closely align with income gains. Modest job growth will also dampen wage gains. Overall, real household spending is expected to increase by 1.9% in 2017.
- Moderate economic activity in the U.S., coupled with a contracted global outlook and disruptions to oil sands caused by wildfires have significantly constrained export growth in 2016. An increase in non-energy business investment is a requirement for export growth. As a result, exports are expected to grow 2.3% in 2017, a historically low rate of increase.
- On a positive note, federal stimulus measures announced in the 2016 budget are adding to economic growth. The largest impact will come from personal income tax changes, a new program for child benefits,

and spending on infrastructure. The Bank of Canada is also expected to keep interest rates at their current level in the short term.

Overall, Canadian economic gains are expected to improve slightly to 2.0% in 2017 following relatively sluggish gains measuring just 1.3% in 2016 and 1.1% in 2015.

ONTARIO ECONOMIC OVERVIEW

ONTARIO ECONOMIC INDICATORS								
	2014	2015	2016	2017F	2018F	2019F	2020F	2021F
Real GDP Growth at Basic Price (\$2007)	2.5%	2.5%	3.1%	2.4%	2.0%	2.0%	1.9%	2.0%
Population (Thousands)	13,671	13,786	13,947	14,100	14,247	14,388	14,525	14,662
Annual % Change	1.0%	0.8%	1.2%	1.1%	1.0%	1.0%	1.0%	0.9%
Employment (Thousands)	6,877	6,923	6,987	7,069	7,146	7,228	7,327	7,414
Annual % Change	0.8%	0.7%	0.9%	1.2%	1.1%	1.1%	1.4%	1.2%
Unemployment Rate	7.3%	6.8%	6.7%	6.5%	6.6%	6.3%	6.2%	6.1%
Personal Income Per Capita (\$)	\$43,256	\$44,625	\$45,778	\$47,027	\$48,298	\$49,750	\$51,236	\$52,723
Retail Sales (\$ millions)	\$176,719	\$184,143	\$192,795	\$198,705	\$202,706	\$207,899	\$213,335	\$218,315
Annual % Change	5.0%	4.2%	4.7%	3.1%	2.0%	2.6%	2.6%	2.3%
CPI (Annual Change)	2.3%	1.2%	2.0%	1.9%	1.9%	2.1%	2.1%	2.1%

Source: Conference Board of Canada, Winter 2017

Notable highlights regarding Ontario's economic environment are provided below and have been sourced from the Conference Board of Canada, Winter 2017 Outlook:

- Ontario's labour market continues to improve with provincial employment projected to rise by 1.2% in 2017 and 1.1% in 2018. Employment growth will assist in trimming the unemployment rate to 6.5% in 2017.
- Ontario consumers are expected to drive growth in the province over the next two years. With stronger labour markets and employment increasing by 1.2% in 2017, significant gains in household disposable income are expected. Wages and salary rates are expected to rise at a rate two-thirds higher than the Canadian average and total real consumer spending will grow by 2.0% as a result.
- As the Canadian dollar is forecast to remain below US\$0.80, Ontario exporters are relying more heavily on international consumers. The US is the destination for 84% of Ontario's exports, with 30% of Ontario's exports being motor vehicles and parts. However, following two years of record sales, vehicle transactions are expected to decline, given that holding periods on the existing vehicle stock are getting longer.
- An abundance of affordable credit and a recovery in corporate profits is expected to spur non-residential investment activity by 3.1% in 2017 and 4.3% in 2018. There are six new commercial developments scheduled to begin construction in the medium term, adding approximately \$2.5 billion to the provincial economy.
- The uncertainty around the possible renegotiation of the North American Free Trade Agreement under the Trump Administration could hamper business investment and Ontario's trade sector. Firms may wait for clarity before committing to any major investments and developments.
- Due to the slowing condominium construction, affordability issues, and the October 2016 implementation of new federal mortgage regulations, housing starts in Ontario are forecast to decline by double-digits in 2017 and ease further in 2018.

Overall, the Ontario economy is expected to grow by 2.4% in 2017, driven mainly by household consumption. GDP growth is then expected to slow slightly to 2.0% in 2018 as a result of dampened growth in Ontario's manufacturing sector.

WINDSOR-SARNIA REGION

The Windsor-Sarnia Economic Region (ER) covers Chatham-Kent, Essex and Lambton counties and is home to almost 640,000 residents. The region's main export industries are manufacturing and agriculture. Its principal centres are the Windsor Census Metropolitan Area (CMA), with a population of 335,000, the Chatham-Kent Census Agglomeration (CA) with a population of 105,000, the Sarnia CA with a population of 90,000, and the Leamington CA with a population of 50,000. These urban centres contain most of the region's manufacturing base, while the rest of the region is largely rural and agricultural.

The region's economic recovery, led by the Windsor CMA, has been slowly but steadily grinding higher with few exceptions. External factors such as the depreciated Canadian dollar, faster U.S. economic growth, and lower oil prices are beginning to lift the region's outlook. In addition, local factors such as a new and expanded transportation network and existing manufacturing infrastructure will facilitate and accommodate growth. During the next two years, improved but still moderate growth is foreseen.

Total employment in the Windsor-Sarnia ER is on track to decline two percent in 2015, according to Statistics Canada's Labour Force Survey (LFS). This employment decline has been led by transportation and warehousing services, retail and wholesale trade, and public administration. These declines have been partly offset by job gains in finance, insurance and real estate services, accommodation and food services, construction and agriculture. LFS data can be volatile over short time periods due to its small sample size and these results could reverse next year without any change in labour market fundamentals.

In contrast to the Windsor-Sarnia ER, total employment in the Windsor CMA has increased so far in 2015. Employment growth of 1.5 percent has been led by finance, insurance and real estate services, professional and business services, and construction. Job growth in these industries has been partly offset by job declines in transportation and warehousing, retail and wholesale trade, and public administration.

The unemployment rate jump during 2015 in both the region and the Windsor CMA is confirmed by Employment Insurance (EI) data that displays a spike in Essex County during March and April. EI counts have since declined in Essex and Windsor CMA, but remain higher in Lambton County than at the beginning of the year.

The Windsor CMA has seen substantial growth in housing market activity in 2015, as foreshadowed by a jump in the sales-to-new listings ratio in 2014. Housing sales through October via the Multiple Listing Service (MLS®) were up 17.7 percent year-over-year, while the average sale price was up 4.7 percent on the same basis. Residential building permits through September were up 42 percent in units and 38 percent in dollar value compared to the same period a year earlier. With the sale-to-new listings ratio continuing to rise, these market indicators suggest prices will climb at a faster pace through 2017. A more robust supply response from the existing housing stock and new construction is very likely to continue.

Investment in non-residential building construction in the Windsor CMA was down 14.7 percent year-over-year through September as lower spending on institutional and government projects outweighed higher spending on industrial projects. However, non-residential building permits were up 25 percent on the same basis, resulting in two consecutive quarterly increases in investment spending.

Companies continue to invest in production capacity, such as Fiat Chrysler Automobiles spending \$2 billion re-tooling the Windsor plant. CF Industries announced a \$105 million expansion of its urea plant at the Courtright Nitrogen Complex in St. Clair Township. With more favourable conditions generally in manufacturing, Peterson Spring Canada Ltd. is adding a new production line at its engineered-metal products plant in Kingsville. Auto parts company TRW

Automotive will open a second location in Windsor in January 2016 creating 60 jobs. The \$125 million BioAmber Inc. succinic acid plant in Sarnia opened in August 2015. Plains Midstream Canada's natural gas liquids fractionation plant upgrades in Sarnia created approximately 100 construction jobs in 2015.

Over time, the Windsor-Sarnia ER's manufacturing sector will experience improved profits and market share as a result of the lower Canadian dollar and faster U.S. economic growth. Lower oil prices and the expanded transportation network will reduce costs. New vehicle sales in the U.S. and Canada are predicted to remain at recent high levels during the next two years.

The construction industry will remain active, driven by higher levels of residential and non-residential building construction and government investment in the Detroit River International Crossing bridge.

Recent economic trends in Ontario's farm production reveal modestly upward trends in overall price, quantity, and revenue. Livestock and related products are performing better than crops and related products. Aggregate farm cash sales, production, value added, and product prices will likely continue to set new record highs. The Canada-EU trade agreement (CETA) may come into effect in 2016 presenting opportunities and challenges to this industry. CETA is expected to present headwinds for dairy and cheese producers, which may be ameliorated by subsidies, while exporters of pork and beef are expected to benefit. Locally, phase 2 of the Truly Green tomato greenhouse complex in Chatham is expected to be complete soon with an additional 80 full-time workers required. Expansion plans call for four different phases.

Job growth in the Windsor-Sarnia region is forecast at 1.4 percent in 2016 and 1.0 percent in 2017, compared to an estimated 2.0 percent decline in 2015. Forecast job growth is led by finance, insurance and real estate services, accommodation and food services, and construction. Labour force growth will be driven by a rising participation rate and is forecast at 0.9 percent in both 2016 and 2017, up from an estimated 1.4 percent decline in 2015. The region's unemployment rate will decline to eight percent in 2017. Job growth in the Windsor CMA is forecast to be more robust than in the region. However, the unemployment rate in the CMA is forecast to remain above nine percent through 2017.

The outlook is positive for further gains in the housing market against the backdrop of low mortgage rates and some improvement in economic and income growth in 2016 and 2017. In the Windsor CMA, MLS housing unit sales are forecast to rise 9.5 percent in 2016 and 5.8 percent in 2017, following estimated growth of 18.2 percent in 2015. The average MLS sale price is forecast to rise 5.1 percent in 2016 and 7.3 percent in 2017, following an estimated gain of four percent in 2015. Residential building permits are forecast to decrease by 9 percent in 2016 but bounce back with a 20 percent increase in 2017, following estimated growth of 34.8 percent in 2015. The Windsor-Sarnia ER housing forecast is similar to the CMA forecast.

Non-residential building permits in the Windsor CMA are forecast to increase by 8.1 percent in 2016 and 15 percent in 2017, following an estimated increase of 22.6 percent in 2015. The Windsor-Sarnia ER forecast is similar to the CMA although less robust due to low capital intensity outside the main urban area. Non-residential building and engineering construction spending could be higher than forecast if the new federal government implements its agenda for higher investment in infrastructure projects.

Population in the Windsor CMA is forecast to grow at 0.6 percent in 2016 and 0.7 percent in 2017, a gradual improvement on the estimated 0.5 percent growth in 2015. Net migration will account for a larger share of total growth mainly from more immigration and less out-migration to other provinces and regions in Ontario.

Population growth for the Windsor-Sarnia ER through 2017 will improve but remain low and below the Windsor CMA implying that the rest of the region could see declining population.

Regional Economic Outlook Summary: Windsor-Sarnia

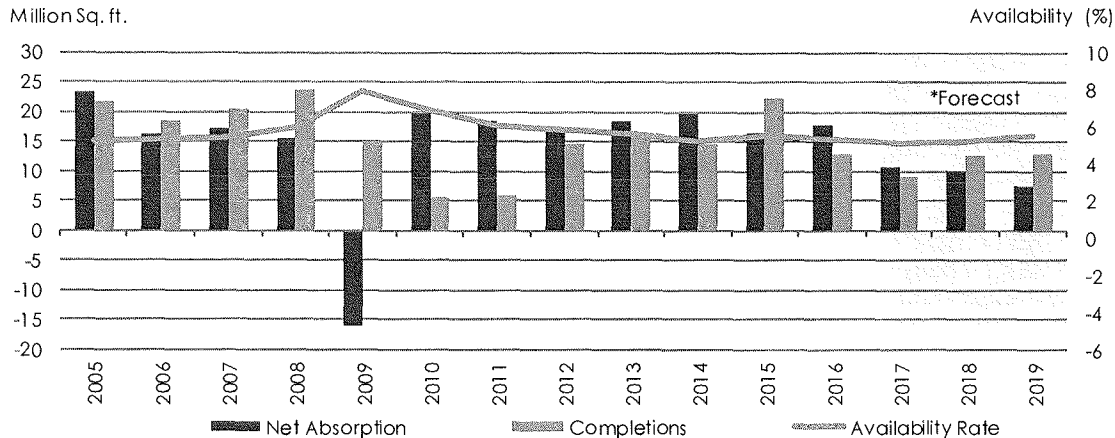
	2013	2014	2015	2016	2017
Economic Data					
Labour Force (Thousands)	322.2	325.3	320.6	323.4	326.2
% change	-1.6	1	-1.4	0.9	0.9
Employment (Thousands)	295.1	299.1	293	297	300
% change	-0.8	1.4	-2.0	1.4	1.0
Unemployment Rate (%)	8.4%	8.1%	8.6%	8.2%	8.0%
Housing & Construction Data					
Housing Sales (Units)	8,110	8,255	9,300	10,200	10,900
% change	3.5	1.8	12.7	9.7	6.9
Housing Prices (\$ Average)	\$ 179,294	\$ 186,650	\$ 193,000	\$ 205,000	\$ 220,000
% change	4.1	4.1	3.4	6.2	7.3
Residential Building Permits (Units)	1,492	1,371	1,400	1,550	1,700
% change	13.6	-8.1	2.1	10.7	9.7
Private Non-Res Building Permits (\$millions)	\$ 275	\$ 274	\$ 275	\$ 330	\$ 375
% change	-22.2	-0.1	0.3	20	13.6
Public Non-Res Building Permits (\$millions)	\$ 89	\$ 72	\$ 100	\$ 95	\$ 100
% change	-63.7	-18.5	38.1	-5.0	5.3
Population Data					
Population (Thousands)	638.2	637.4	637	637.5	637.9
% change	-0.1	-0.1	-0.1	0.1	0.1
Net Migration	-771	-1,298	-1,200	-300	-100

Source: Statistics Canada, CREA, Central 1 Credit Union forecasts.

CANADA INDUSTRIAL, Q4 2016

Higher exports and limited supply position sector for competitive year

Canada Industrial Supply and Demand Rates

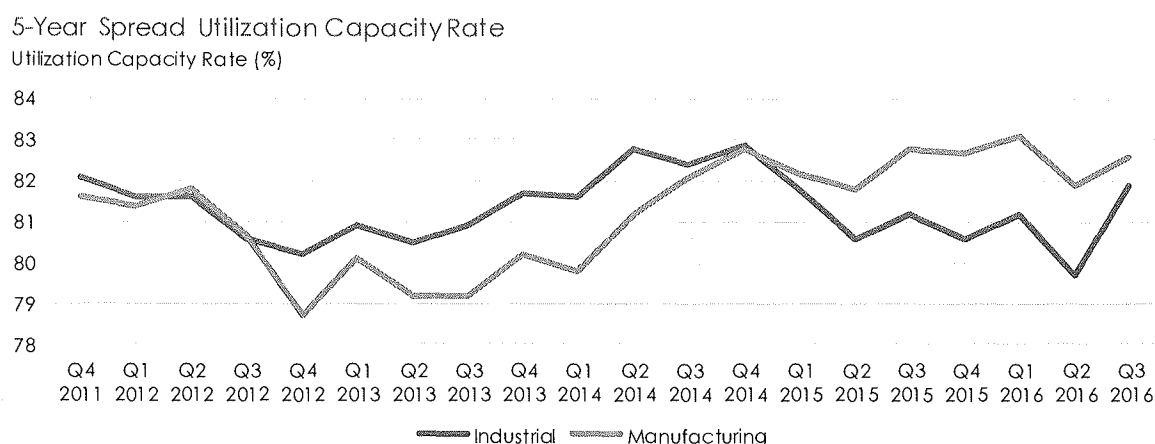


Source: CBRE Research, Q4 2016.

Another Strong Quarter

Despite beginning the year with an unoptimistic economic outlook due to a volatile energy sector, the National industrial market experienced positive growth in 2016, ending the year on a bullish note by setting new sale prices records and driving availability rates to a two-year low of 5.3%. Although we continue to see the bifurcation of Industrial Markets in Canada, market fundamentals are on track to improve nationally with exports and port activity anticipated to increase in 2017. The sector is positioned for another highly competitive year with availability rates flirting around record lows. Demand is set to remain strong, driven by new users, a limited supply, and, record high sales prices.

- The National availability rate to a two-year low of 5.3% as availability rates reached records in major markets.
- Exports are expected to continue increasing in response to a weakened dollar
- Lack of available product continues to put pressure on Toronto and Vancouver.
- The year closed with 10.1 million sq. ft. fewer completions delivered to Canada's industrial market compared to last year, adding to the 'cries' of no new supply.
- Demands for new product are unlikely to be satisfied as inventory under construction hits a three-year low of 11.3 million sq. ft., a result of volatile energy prices and record setting real estate prices



Increased Exports, New Demands Shape Outlook

With 54,000 jobs added in December 2016, year-end employment data suggests Canada's economy may be looking up. Q3 GDP figures saw Canada hit an unexpected annualized growth rate of 3.5% based on the resumption of oil production, increased exports based on the low Canadian dollar and strong household expenditures.

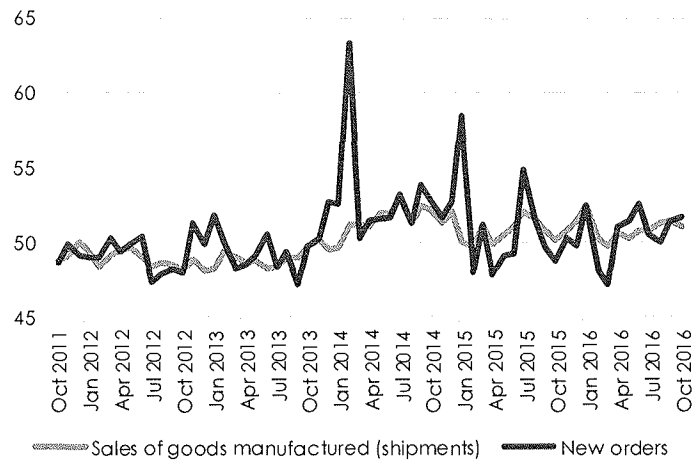
The industrial utilization capacity rate showed a strong quarter-over-quarter rebound to close at a two-year high of 81.9%. Gains in utilization capacity are the product of an increase in the manufacturing of oil and gas related products, and, higher manufacturing outputs, produced by an increase in appetite for Canadian exports due to lowered exchange rates.

Growth in the export market is particularly evident when looking at Canada's Port Activity. Montreal, Canada's second largest port saw a year-over-year 9.3% increase in shipping volumes and as of November 2016 25.6 million metric tons had flowed through the port. The volume of port traffic is expected to continue to grow in Canada's deep water ports over coming quarters as shipping routes in the post-Panamax world are re-established.

Moving forward, industry players should expect to see increases in the cost of shipped goods as a consequence of the world's shipping companies undergoing large consolidations and bankruptcies, a trend measured on the *Baltic Dry Index*. While demand for Canada's exports is set to increase, the sector will face pressures to find cost saving efficiencies such as technological automation in order to reduce consumer prices. This will inevitably have an impact on future industrial markets in Canada's port cities.

Manufactured Goods & New Orders by Shipment Value

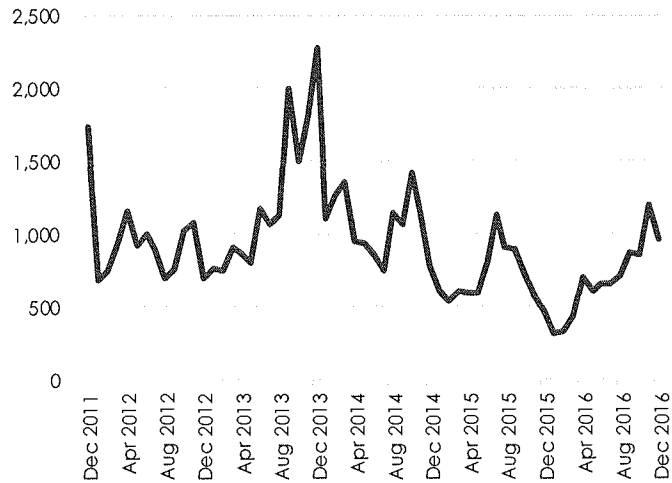
Shipment Value (\$B)



Source: Statistics Canada, October 2016.

5-Year Spread Baltic Dry Index

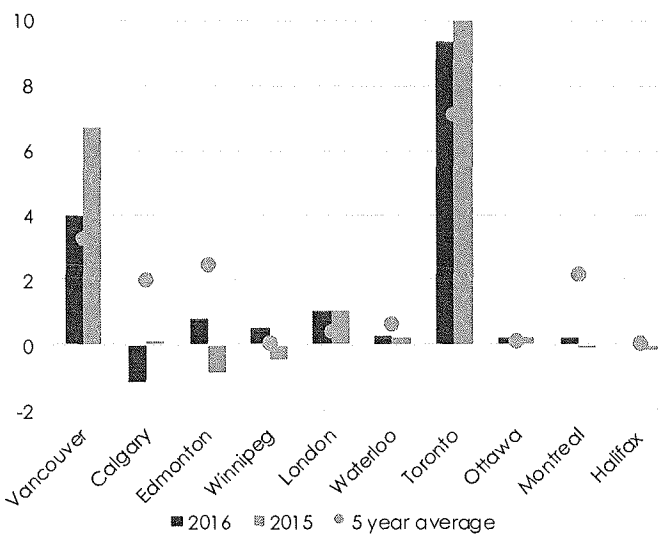
Closing Price (USD\$)



Source: Thomson Reuters Eikon, December 2016.

2016 Net Absorption by Market

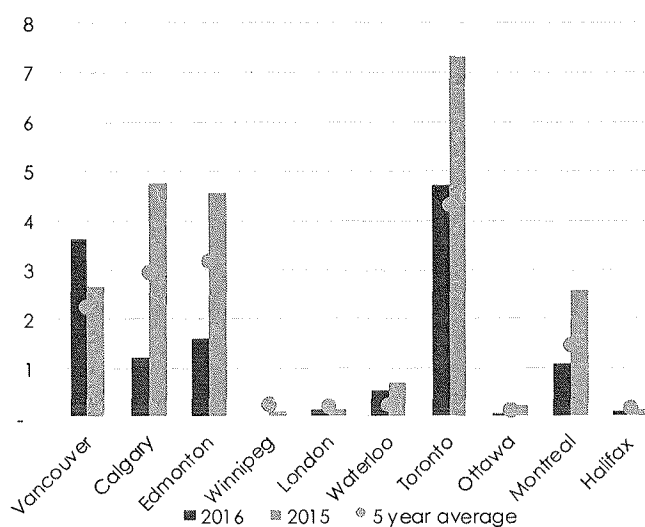
Million Sq. ft.



Source: CBRE Research, Q4 2016.

2016 Construction Completions

Million Sq. ft.



Source: CBRE Research, Q4 2016.

Strong Demand Continues

Net absorption totaled 17.9 million sq. ft. in 2016, an increase of 718,000 sq. ft. year-over year. The sector's strong absorption is largely attributed to increased demand for space in primary markets like Vancouver and Toronto, which both saw absorption well above five-year averages.

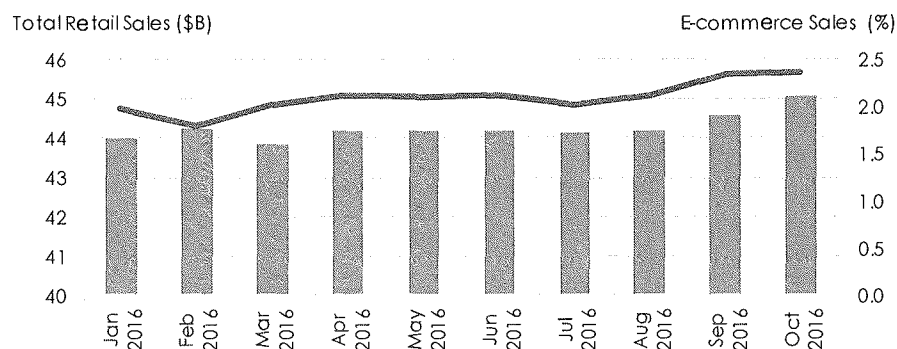
Canada's secondary industrial markets saw stronger absorption across the board year-over-year. Secondary markets should expect some growth as industries look to expand operations in response to a more optimistic economic outlook.

We continue to see weakened absorption in Canada's energy sector year-over-year, though, demand for industrial space continues to surpass demand in other sectors due to the diversity of users. This diversity is evident when looking at the new leases completed in Edmonton during the latter half of the year. Edmonton concluded the year with a positive net absorption of 796,000 sq. ft., up 1.6 million sq. ft. year-over-year. This increase is attributed to smaller users in primary industries, like construction, and concrete production who absorbed space previously vacated by downsizing users in the energy sector. Absorption in coming quarters is likely to increase as the outlook for the energy sector continues to strengthen.

New Users Will Add to Demand

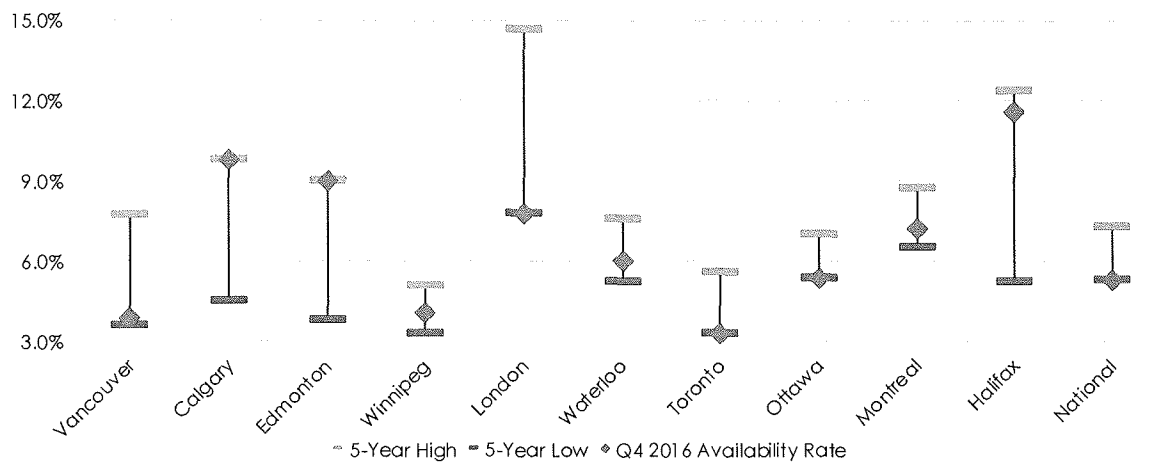
In coming quarters, primary markets are expected to see greater demand from users in emerging sectors. Transportation and Warehousing is one sector that has seen growth due to the entry of new users in 2016. Nationally, 25% of new users looking for space this year belonged to the Transportation and Warehousing sector, a 9% increase year-over-year. Growth in this sector is due in part to the growing E-commerce industry which saw sales surpass \$1.1 billion dollars as of October 2016. To meet consumer expectations of fast delivery, E-commerce operators want locations within close proximity to urban core. E-commerce operations are set to put further pressure on already tight industrial markets, as, E-commerce require more space than traditional warehousing facilities to accommodate manual operations and complex racking systems.

Canadian Retail Sales YTD 2016



Source: Statistics Canada, October 2016.

Canadian Availability Rates
(%)



Source: CBRE Research, Q4 2016.

Availability Further Compresses

In response to strong absorption across markets, this quarter the National Availability rate dropped another 20 basis points (bps) to close the year at a two-year low of 5.3%. Toronto and Vancouver remain two of the tightest industrial markets in North America. This quarter, Toronto's availability rate hit a five-year low of 3.3%. While Vancouver's availability rate closed the year at 3.9% a 50 bps decrease-year-over-year. Fierce competition and a lack of supply in these markets led the compression of the National availability rate in 2016.

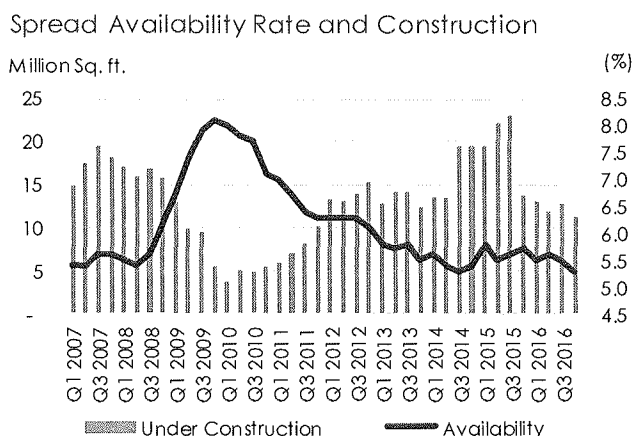
Q4 2016 saw availability rates drop substantially in key secondary markets. Availability rates in Ottawa and London dropped to five-year lows of 5.4% and 7.8% respectively. While in Halifax and Montreal, market fundamentals strengthened which both saw availability rates decrease quarter-over-quarter to 11.1%, and 7.2%. Building on trends from previous quarters, availability rates in Calgary and Edmonton remain at record highs, each increasing 20 bps to close the year at 9.8% and 9.0% respectively.

Looking to coming quarters, availability rates will continue to hover around 5-year lows, especially as the economic outlook becomes more optimistic, and users continue to absorb limited supply in core markets of the Toronto and Vancouver region. There may be a slight uptick in availability rates in some of Canada's markets as new supply is delivered.

Supply Remains Constrained

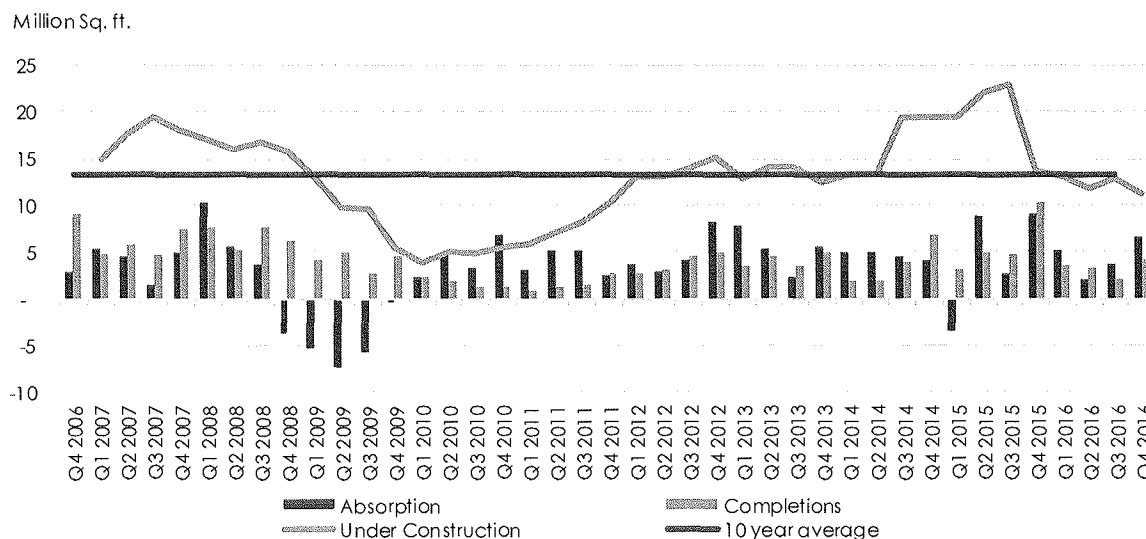
In 2016, the industrial sector received 13.1 million sq. ft. in new completions, a 10.1 million sq. ft. decline year-over-year. Of the completions delivered this year, 75.9% were delivered to Toronto, Vancouver, and Edmonton. This lowered delivery of product adds to user 'cries' of no new supply and explains the tightening of market conditions.

Unsatisfied demand will continue to be a trend in coming quarters as less product is anticipated to be delivered. The national inventory of projects under construction closed the year with 11.3 million sq. ft., a three-year low. An uncertain economic outlook which saw projects placed on hold, combined with record setting land costs due to new and competing users across markets help explain the decline in product under construction. Moving into 2017, a lack of available supply will continue to challenge the sector.



Source: CBRE Research, Q4 2016.

10-Year Spread Inventory under Construction



Source: CBRE Research, Q4 2016.

Alberta

Part of the current decline in new supply is explained by looking back to Alberta in Q1 2015, where investors faced a poor market outlook due to energy price volatility and a vast large-bay market, an outcome of delivering 6.9 million sq. ft. to Calgary from 2012 to 2013. As a result, Alberta's investors shut-down the construction pipeline by tasking developers to complete projects underway and adopting a wait-and-see approach before starting future construction.

This wait-and-see approach enabled steady construction completions of predominately speculative construction throughout 2015 as the construction cycle unfolded. With no major projects underway, this year, completions fell well below half of their 5-year averages in both Calgary and Edmonton to 1.2 million sq. ft. and 1.6 million sq. ft.

Alberta's industrial sector has approximately 7.5 million sq. ft. of speculative development in the pipeline. Typically, construction timelines for industrial facilities are 18 to 24 months. Some developers are opting to begin construction, however, they remain conscientious on capital cost and project timelines.

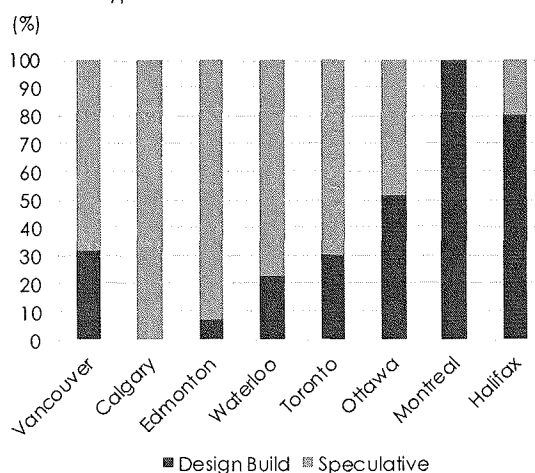
Greater Toronto Area

Toronto continues to struggle meet consumer demand, particularly for product located North and East with proximity to the city. Low interest rates, a lack of available product suited to user needs and the time constraints to build to user-specification have resulted in an increasing amount of owner-occupiers entering the market. Buyers are purchasing available inventory at premium prices.

User cries of limited available supply are not without merit. The GTA saw a slight decline in the amount of completions this year, down 706,000 sq. ft. year-over-year to 4.7 million sq. ft. A majority of the completions delivered this quarter were speculative buildings, of which, all but one had pre-leasing activity.

Of the 5.1 million sq. ft. under construction in the GTA at the end of this year, a majority is large-bay speculative product. Pre-leasing is in place for more than three quarters of these projects. There is some concern that the market for large-bay product may soften in coming quarters, as this inventory will be added to an established base.

Q4 2016 Type of Product under Construction



Source: CBRE Research, Q4 2016.

Greater Vancouver Area

A lack of supply suited to consumer need continues to challenge the Vancouver market, forcing developers to look for creative solutions, and pushing users into new locations. Users in industries like logistics, warehousing and food processing continue to demand mid-bay and large-bay product in the Vancouver region. To obtain this product, users are increasingly relocating into alternative industrial locations like New Westminster and Delta.

In 2016, the Vancouver region received 3.6 million sq. ft. of new completions, up almost a million sq. ft. year-over-year. Of the projects completed this quarter, only two projects exceeded 100,000 sq. ft., and, both have some strata component. Strata development is one way developers are meeting demand for mid-bay and large-bay product.

Vancouver closed the quarter with 4.2 million sq. ft. under construction. A majority of these projects are speculative small-bay product. Pre-leasing is in place for more than half of the projects under construction slated to be delivered in the next few quarters. There is some concern that new supply will not satisfy demand.

Sales Prices and Rental Rates

The average national sales price and net rental rate jump nationally this quarter. Record high real estate prices are a consequence of competitive market conditions.

The average sales price closed the year at \$116.49 per sq. ft., up year-over-year. Despite Vancouver and Calgary continuing to have the most expensive industrial real estate in Canada, both saw a slight decline in the average sales price year-over-year.

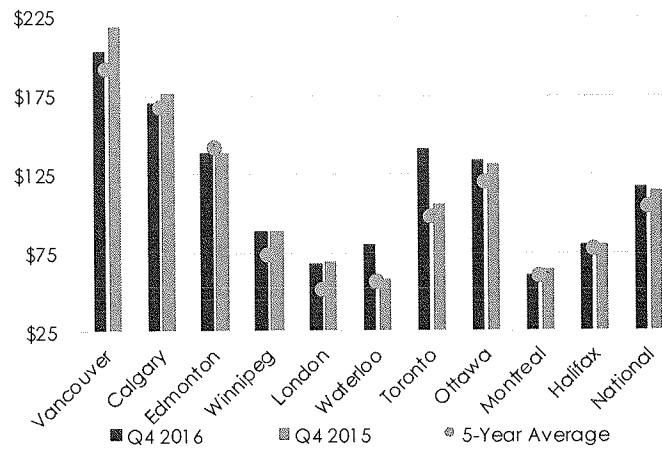
Toronto's average sale price closed this quarter with a new record of \$141.00 per sq. ft., up \$25.10 per sq. ft. year-over-year. The entry of new buyers who are willing and able to pay more for premium product within proximity to the Toronto core has further constrained limited inventory.

The average national rental rate saw a slight increase year-over-year, closing the year with a new record of \$6.60 per sq. ft. Increased national rental rates are a consequence of increasing competition in primary markets. Vancouver, Toronto and Ottawa boast the highest year-over-year increases. Average net rental rates in Edmonton and Calgary continue to reflect market conditions, with both seeing declines in rents year-over-year. In response to market conditions, some Landlords when negotiating lease terms are foregoing higher rents in the short-term, in favor of longer terms, despite higher real estate costs.

Looking Forward

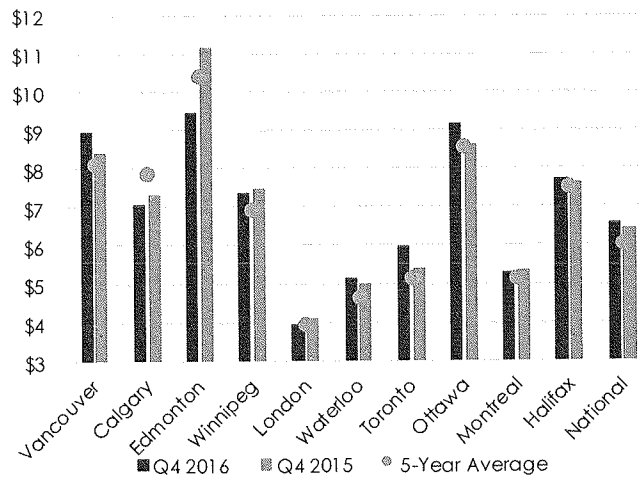
Moving into 2017, a lack of available supply will continue to challenge the sector as the national inventory of projects under construction closed 2016 at a three-year low. Shortage of new supply is a dual-ended consequence of shutting off Alberta's construction pipeline and increased real estate costs, further exacerbated by new and competing users. Market fundamentals are all pointing towards another competitive year with the availability rates remaining low.

Sale Prices by Market (\$/SF)

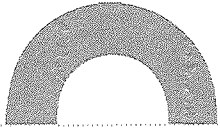


Source: CBRE Research, Q4 2016.

Net Asking Rental Rates by Market (\$/SF)



Source: CBRE Research, Q4 2016.



Highest and Best Use

HIGHEST AND BEST USE

The term "Highest and Best Use" is generally considered to be that use which will result in the greatest net return over a given period of time. The "Highest and Best Use" is also known as the optimal use. In valuation practice, the concept of highest and best use represents the premise upon which value is based.

The four criteria the Highest and Best Use must meet are:

- legal permissibility;
- physical possibility;
- financial feasibility; and
- maximum profitability.

As Vacant

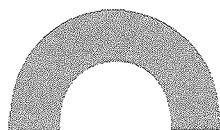
- The subject site is zoned M1 - General Industrial, which permits a wide range of industrial uses
- The site has average visibility along Solvay Drive given its mid-block location
- The area is dominated by industrial and agricultural uses
- The site has all municipal services, including water, sanitary and storm sewers, as well as all utilities
- The site is flat and level and is considered suitable for construction
- An industrial use would provide the highest revenues and the greatest long run investment returns for the site

Based on the above, it is concluded that the Highest and Best Use of the subject site, "As Vacant" is an industrial development site

As Improved

- The subject property is improved a 120,000 SF manufacturing facility with two storey office section
- The use complies with the existing zoning by-law
- The property was constructed in 1985 and 1994 and has an average age of 25 years. Overall the building is considered to be in average condition for its age
- Based on the site coverage ratio and the configuration of the building on the site it is concluded that there is no excess land available for severance, but there is potential surplus land available for building expansion on-site. Due to the limited demand for industrial land in Blenheim, however, a prospective purchaser would not add any material value to the surplus land
- The level of demand for large industrial uses within the Chatham/Kent - Blenheim market is below average
- Similar industrial buildings in the region generate net rents of \$3.00 to \$3.50 PSF and long run investment yields of 8.5% to 9.5%

Based on the above, it is concluded that the Highest and Best Use of the subject site, as improved; is for its existing use as a manufacturing facility. It is important to note that a detailed Highest and Best Use study that would consider any possible development scenario(s) was beyond the scope of this assignment and was not carried out.



Valuation Methodology

VALUATION METHODOLOGY

There are three basic approaches to value:

- The Income Approach
- The Direct Comparison Approach
- The Cost Approach

In practice, an approach to value is included or omitted based on its applicability to the property type being valued and the quality and quantity of information available.

Income Approach

The Income Approach reflects the subject's income-producing capabilities. This approach is based on the assumption that value is created by expected income. Since the investment is expected to be acquired by an investor who would be willing to pay to receive an income stream plus reversion value from a property over a period of time, the Income Approach is used as the primary approach to value. The two common valuation techniques are the Discounted Cash Flow (DCF) Method and the Direct Capitalization Method.

Discounted Cash Flow Method

Using this valuation method, future cash flows are forecasted over an investment horizon, together with the proceeds of a deemed disposition at the end of the holding period. This method allows for modeling any uneven revenues or costs associated with lease up, rental growth, vacancies, leasing commissions, tenant inducements and vacant space costs. These future financial benefits are discounted to a present value at an appropriate discount rate based on market transactions.

Direct Capitalization Method

This method involves capitalizing a fully leased net operating income estimate by an appropriate yield. This approach is best utilized with stabilized assets, where there is little volatility in the net income and the growth prospects are also stable. It is most commonly used with single tenant investments or stabilized investments.

Direct Comparison Approach

The Direct Comparison Approach utilizes sales of comparable properties, adjusting for differences to estimate a value for the subject property. This approach is developed in a simplified method to establish a range of unit prices for market comparable sales. This method is typically developed to support the Income Approach rather than to conclude on a value.

Cost Approach

The Cost Approach is based upon the proposition the informed purchaser would pay no more for the subject than the cost to produce a substitute property with equivalent utility. This approach is particularly applicable when the property being appraised involves relatively new improvements, which represent the Highest and Best Use of the land, or when relatively unique or specialized improvements are located on the site and for which there exist few sales or leases of comparable properties.

Methodology Applicable to the Valuation of the Subject

The Income Approach is applicable to the subject property since it is an income producing property. Market participants typically analyze investment properties such as the subject based on their income generating capability. Therefore, the Income Approach, consisting of the Discounted Cash Flow and Direct Capitalization methods, are considered to be applicable.

Investors typically use both income approaches, however, for most large scale income producing properties reliance on the DCF method is more heavily weighted due to the particular characteristics of the asset. Conversely for single tenant, stable, or owner-user assets such as the subject - the Direct Capitalization method is the most heavily weighted methodology. Due to the single-tenant nature of this asset, the Direct Capitalization method has been selected as the primary approach to value.

In the Direct Comparison Approach, the subject property is compared to similar properties that have sold recently or for which listing prices or offers are known and the required adjustments were based on reasonable rationale. In addition, market participants are currently analyzing purchase prices on investment properties as they relate to available substitutes in the market. This approach was relied on to support the market value estimate.

The Cost Approach was not used in this appraisal as a potential purchaser would not rely on this approach.

Income Approach

Direct Capitalization Method

Rationale of Overall Capitalization Rate

Adjustments to Value

Direct Capitalization Method Value

Conclusion



INCOME APPROACH

As previously mentioned the Income Approach reflects the subject's income-producing capabilities. This approach is based on the assumption that value is created by the expectation of benefits to be derived in the future. Specifically estimated is the amount an investor would be willing to pay to receive an income stream from a property. The following section details the assumptions used to create the income used to estimate market value.

DIRECT CAPITALIZATION METHOD

Direct capitalization involves capitalizing a fully leased single-year net income estimate by an appropriate yield. This approach is best utilized with stabilized assets, where there is little volatility in the net income and the growth prospects are also stable. It is most commonly used in single tenanted, owner-user, or stabilized properties.

Base Rental Revenue

This line item shows the potential base rental income at full occupancy having regard to existing tenancies and speculative tenancies. Since the subject property is predominantly owner occupied, rental income is based upon the market rental rate for the subject.

In order to determine the market rent for the subject property we have reviewed current asking rates and recently achieved rates for properties similar to the subject in terms of location and physical characteristics. The findings are summarized in the table below.

City	Commencement Date	Term (mths)	Approx. Size (SF)	Age	Clear Height	Office %	Average Lease Rate (\$ PSF) Net
Ayr	April-16	120	161,318	1990	21	3%	\$4.05
St. Marys	Listing	Open	197,198	1997	28	5%	\$4.00
Tillsonburg	April-17	30	73,873	1969	13	5%	\$3.25
St. Marys	April-16	60	112,802	1997	28	5%	\$2.90
Tilbury	Listing	Open	170,136	1984	25	5%	\$3.00
London	Mar-17	50	126,284	1957	19	4%	\$2.90

The rates shown above indicate a range for net rent from \$2.90 to \$4.05 PSF, with the high end being superior in terms location. The Comparable at the low end is inferior in terms of building age/condition, and ceiling height. Based on this information, and after adjusting for timing, age/condition, ceiling height, recent building improvements and building configuration we conclude that a market rental rate of \$3.40 PSF is reasonable for the subject property.

Third Party Lease

As mentioned earlier in this report, a portion of the subject property is leased to a third party tenant, as summarized below:

Landlord	5274398 Manitoba Ltd.
Tenant	Thompsons Ltd.
Leased Area	20,000 SF
Term	3 Years (February 1, 2015 to January 31, 2018)
Rent	\$100,000 per annum (\$5.00 PSF gross –or- \$3.00 PSF net approximately)

CBRE has concluded that the Thompson Ltd. lease rate is generally at the market level. Further, the tenant has not indicated that they will renew this lease in January 2018.

Tenant Recovery Analysis

Operating costs, realty taxes and management fees are assumed to be 100% recoverable (assuming a net lease structure) as follows:

Current Year Operating Cost Recoveries

	Standard Industrial
Operating Cost Recovery	\$0.78
Realty Tax Recovery	\$0.65
Admin Fee Recovery	\$0.10
Total	\$1.52

We have compared the subject's additional rent with similar properties in the market and have concluded that the subject's additional rent estimate of \$1.52 PSF is within the market range.

Vacancy Allowance Forecast

Since the subject is an owner-user building a stabilized vacancy and bad debt allowance of 0% of Effective Gross Revenue has been assumed.

Recoverable Operating Expenses

For the purpose of this analysis, CBRE has estimated realty taxes based on an inflationary increase over the 2017 final tax bill and operating costs and management fees based on a review of market operating expenses. General operating costs and realty taxes at full occupancy are as shown below.

Current Year Operating Cost Expenses

	Industrial
Operating Cost Expense	\$0.78
Realty Taxes	\$0.65
Management Fee	\$0.10
Non-Recoverable	\$0.05
Total	\$1.57

We forecast management fees at 2.00% of effective gross revenue (EGR).

Non-Recoverable Operating Expenses

Non-recoverable operating expenses typically include such items as advertising, audit fees, general administration, legal fees and structural expenses etc. Typically this expense varies from 0 to 2% of effective gross revenue. For the purpose of this analysis we have estimated non-recoverable operating expenses at 1% of Effective Gross Revenue.

Net Operating Income

Forecast at \$402,092 for Year 1.

RATIONALE OF OVERALL CAPITALIZATION RATE

In order to rationale the selection of the Internal Rate of Return (IRR) and Terminal Capitalization Rate (TCR) for the subject property, we have reviewed the following factors to provide perspective on the investment market:

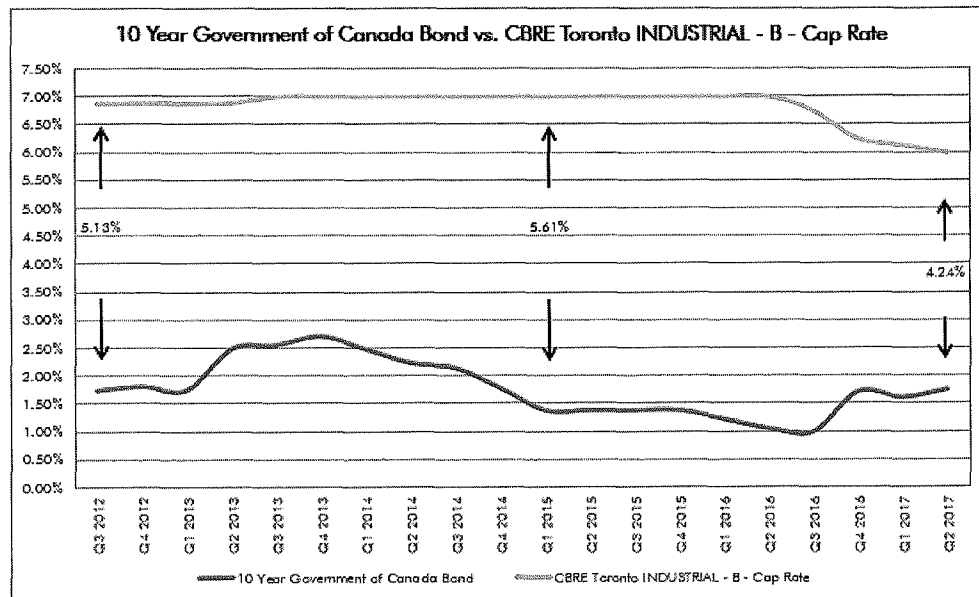
- investment yields of 10 year Canada bonds and CBRE investment market survey
- recent investment market transactions
- investment calibre of the subject property

Investment Yields of 10 Year Canada Bond & CBRE Investment Market Survey

The investment yields selected for the subject property can be benchmarked against the average yields indicated by 10 year Canada Bonds. For perspective, these yields along with the average capitalization rates for Industrial Class "B" industrial buildings are shown in the graph below for the last five years. As displayed by the graph, bond yields and capitalization rates have fluctuated slightly over this time period, but the overall trend for both indicates a decline from Q3 2012 to Q2 2017. From Q3 2016 to Q4 2016 the bond rate rose sharply from 1.0% to 1.72% and declined to 1.62% in Q1 2017 and increased again in Q2 2017 to 1.76%. Capitalization rates have declined from 6.88% in Q3 2012 to 6.00% in Q2 2017.

It is important to note that capitalization rates for high quality investments and 10-year Canada bond yields are similar or slightly lower to the rates seen in 2012. Notwithstanding any adjustments to lending spreads, the spread between the capitalization rate and 10 Canada bond today is 424 bps versus 513 bps in Q3 2012.

It is important to note that the capitalization rates indicated above represent B class industrial buildings within the GTA. Capitalization rates for industrial buildings in small southwestern Ontario communities such as Blenheim are typically 2% to 4% higher than in the GTA.



COMPARABLE INVESTMENT MARKET TRANSACTIONS

When comparable investment market transactions are available in the marketplace, more reliance should be placed on the investment metrics derived from these sales given they reflect the yields acceptable from investors active in the market.

Our primary support in rationalizing an OCR for the subject property is provided through our review of the sales of industrial investment transactions in southwestern Ontario markets which have been summarized in the chart on the following page. A discussion of each sale follows.

Comparable Investment Market Transactions

Index No.	Address City Province	Closing Date Price (100%) Price PSF	Class Year Built Clear Height	Size (SF) Vacancy (%) Office (%) Site Cov. (%)	OCR NOI PSF
1	5220 & 5250 Outer Drive Windsor Ontario	September-16 \$18,380,000 \$74	B 1996 29 FT	249,831 0% 6% 39%	8.01% \$5.89
2	21 Clearview Drive Tillsonburg Ontario	February-17 \$14,022,182 \$60	B 2004 30 FT	235,000 0% 4% 39%	8.13% \$4.85
3	780 Wright Street Strathroy Ontario	March-17 \$12,442,045 \$71	B 2005 28 FT	176,176 0% 5% 20%	8.30% \$5.86
4	14 Firestone Boulevard London Ontario	Conditional \$2,350,000 \$54	B 1975 16 FT	43,868 0% 12% 46%	8.40% \$4.50
5	24 Industrial Park Road Tilbury Ontario	September-16 \$4,000,000 \$50	B 1987 19 FT	79,846 0% 6% 7%	9.50% \$4.76
Subject	1 Solvay Drive Blenheim Ontario	July-17	Manufacturing 1985-1994 25-34	120,000 0.00% 8.70% 25.94%	9.00%

OCR Rationale

The OCRs shown in the chart on the previous page represent OCRs for recent industrial buildings throughout southwestern Ontario. A brief summary of each follows:

5220 Outer Drive and 5245 Burke Street, Windsor - Closing Date: September 20, 2016

This comparable represents the sale of two manufacturing buildings within a 4 property portfolio. The properties sold at a combined price of \$18,830,000, or \$74 PSF. The buildings were constructed in 1994 and 1988 and have a clear height of 29 feet, 6% office space, and are serviced by 8 truck-level docks and 12 drive-in doors. The combined site area is 14.89 acres indicating a site coverage ratio of 39%. The properties were leased-back by AP Plasman for a 15-year term at a blended rental rate of \$5.89 PSF escalating 2% per annum, indicating a capitalization rate of 8.01%.

21 Clearview Drive, Tillsonburg – Closing Date: February 22, 2017

This comparable sold at a price of \$14,022,182, or \$60 PSF. The property is improved with a 235,000 SF industrial building, constructed in 2004. The building has a clear height of 30 feet and is serviced by 7 truck level docks and 2 drive-in doors. The site contains approximately 13.81 acres indicating a site coverage ratio of 39%. The property is fully leased until February 2037 at a net rental rate of \$4.85 PSF. The net operating income at the time of sale was \$1,139,079 indicating a capitalization rate of 8.1%. The contract rate was considered to be above market at the time of sale.

780 Wright Street, Strathroy – Closing Date: March 17, 2017

This comparable sold at a price of \$12,442,045, or \$71 PSF. The property is improved with a 176,176 SF industrial building, constructed in 2005. The building has a clear height of 28 feet and is serviced by 3 truck level docks and 4 drive-in doors. The site contains approximately 20.7 acres indicating a site coverage ratio of 20%. The property is fully leased until July 2035 at an initial net rental rate of \$5.86 PSF stepping every 5 years. The net operating income at the time of sale was \$1,032,391 indicating a capitalization rate of 8.3%. The contract rate was considered to be above market at the time of sale.

14 Firestone Boulevard, London – Conditional Sale

This comparable is conditionally sold at a price of \$2,350,000, or \$54 PSF. The property is improved with a 43,868 SF industrial building, which was constructed in 1975. The building has a clear height of 16 feet and is serviced by 5 drive-in doors. The site contains approximately 2.19 acres indicating a site coverage ratio of 46%. The vendor will lease-back the property for a 10-year term at a net rental rate of \$4.50 PSF indicating a capitalization rate of 8.4%.

24 Industrial Park Road, Tilbury - Closing Date: September 20, 2016

This comparable represents the sale of a 79,846 manufacturing building within a 4 property portfolio. The property sold at a price of \$4,000,000, or \$50 PSF. The building was constructed in 1987 and has a clear height of 19 feet, 6% office space, and is serviced by 2 truck-level docks and 2 drive-in doors. The site area is 12.06 acres indicating a site coverage ratio of 15%. The property was leased-back by AP Plasman for a 15-year term at a blended initial rental rate of \$4.76 PSF escalating 2% per annum, indicating a capitalization rate of 9.5%. The contract rate was considered to be over market.

After adjusting for location, lease risk, lease term and conditions an OCR of 9.00% is concluded for the subject property.

ADJUSTMENTS TO VALUE

Lease-Up Adjustment

Since the subject is larger than a typical owner-user property within the Chatham-Kent market, an adjustment is necessary to reflect the leasing and capital costs which an investor would factor into the acquisition price. The value adjustment is summarized in the following table.

Lease-Up Adjustment

Vacant Area	120,000 SF
Market Rent	\$3.40 PSF
Add. Rent	\$1.52 PSF
Gross Rent	\$4.92 PSF

TI's	\$0.00 PSF
Comm's	\$0.82 PSF

Vacant Period	24 months
Inflation	2%
Discount Rate	10.25%

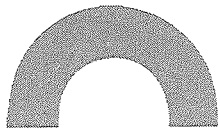
Analysis Month	Lost Net Rent \$/Month	Lost Add. Rent \$/Month	TI's	Commissions	Total Adjustment
NPV	\$741,945	\$332,450	\$0	\$82,362	\$1,156,757

DIRECT CAPITALIZATION METHOD VALUE CONCLUSION

Revenue			
Year 1 Fully Leased Base Rental Revenue	@ \$3.40	\$408,000	
Plus: Year 1 Reimbursement Revenue		\$182,816	
Total Rent and Reimbursement Revenue		\$590,816	
Total Potential Gross Revenue		\$590,816	
Less: General Vacancy and Credit Allowance	@ 0.00%	\$0	
Effective Gross Revenue		\$590,816	
Expenses			
Less: Recoverable Operating Expenses		\$182,816	
Less: Non-Recoverable Operating Expenses	@ 1.00%	\$5,908	
Fully Leased NOI		\$402,092	
Overall Cap Rate		9.00%	
Fully Leased Value		\$4,467,687	
Adjustments			
Less: Tenant Inducements		\$0	
Less: Leasing Commissions		\$82,362	
Less: Lost Scheduled Base Revenue		\$741,945	
Less: Lost Reimbursement Revenue		\$332,450	
Adjusted Value		\$3,310,930	
Final Value (Rounded)		\$3,300,000	

Estimate of Market Value

Based on an OCR of 9.00% we estimate the subject property's value using the Direct Capitalization Method to be \$3,300,000.



Direct Comparison Approach

DIRECT COMPARISON APPROACH

The Direct Comparison Approach is applied using the price PSF of rentable area as the basis of comparison. In this approach, both qualitative and quantitative adjustments are considered in order to reflect the following factors:

- Property Rights
- Financing
- Motivation
- Market Conditions
- Location
- Physical
- Tenant Profile

Given the recent investment market activity within major Canadian cities, market conditions for high calibre, well located industrial investments are considered strong. Investment demand for secondary markets is considered to be moderate.

The Direct Comparison Approach incorporates qualitative adjustments to reflect variances between the subject property and the market transactions with respect to location, physical condition and building characteristics. The best basis for comparison is the price per square foot between the subject property and the comparable market transactions.

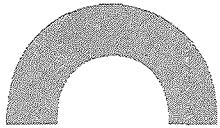
Index No.	Address City Province	Closing Date Price (100%)	Type Year Built Clear Height	Size (SF) Vacancy (%) Office (%) Site Cov. (%)	\$ PSF
1	19 & 23 Buchanan Court London Ontario	October-16 \$3,425,000	Industrial 1988 20 FT	101,400 100% 27% 55%	\$33.78
2	1417 Bell Mill Side Road Tillsonburg Ontario	August-15 \$2,840,000	Manufacturing 1986 19 FT	116,992 100% 0% 18%	\$24.28
3	15 Worthington Drive Brantford Ontario	December-16 \$3,100,000	Industrial 1965 17 FT	135,000 100% 11% 33%	\$22.96
4	643 Railroad Street Mt. Brydges Ontario	February-16 \$2,400,000	Manufacturing 1983 21 FT	103,000 100% 2% 35%	\$23.30
5	456 Albert Street Strathroy Ontario	September-15 \$3,575,000	General industrial 1985 23 FT	166,342 100% 7% 46%	\$21.49
Subject	1 Solvay Drive Blenheim Ontario	July-17	Manufacturing 1985-1994 25-34	120,000 0.00% 8.70% 25.94%	

SUMMARY OF ADJUSTMENTS

	Subject	1	2	3	4	5
	Cross Country Manufacturing	19 & 23 Buchanan Court	1417 Bell Mill Side Road	15 Worthington Drive	643 Railroad Street	456 Albert Street
		London	Tillsonburg	Brantford	Mt. Brydges	Strathroy
Sale Details						
Date of Sale		Oct-16	Aug-15	Dec-16	Feb-16	Sep-15
Sale Price (100% Interest)		\$3,425,000	\$2,840,000	\$3,100,000	\$2,400,000	\$3,575,000
Price PSF		\$34	\$24	\$23	\$23	\$21
Property Details						
Average Year Built	1991	1988	1986	1965	1983	1985
Class	Manufacturing	Industrial	Manufacturing	Industrial	Manufacturing	General industrial
Property Rights	Fee Simple	Fee simple	Fee simple	Fee simple	Fee simple	Fee simple
Building Size	120,000	101,400	116,992	135,000	103,000	166,342
Clear Height	30	20	19	17	21	23
Occupancy Rate	0%	0.00%	0.00%	0.00%	0.00%	0.00%
Coverage Ratio	26%	55%	18%	33%	35%	46%
Office %	9%	27%	0%	11%	2%	7%
Initial Adjustments						
Property Rights		Nil	Nil	Nil	Nil	Nil
Financing		Nil	Nil	Nil	Nil	Nil
Listing Premium		Nil	Nil	Nil	Nil	Nil
Timing		Nil	Up	Nil	Nil	Up
Adjusted Price PSF		\$34	\$25	\$23	\$23	\$23
Qualitative Analysis						
Building Age & Condition		INFERIOR	INFERIOR	INFERIOR	INFERIOR	INFERIOR
Size (sq.ft.)		SIMILAR	SIMILAR	SIMILAR	SIMILAR	INFERIOR
Office %		SUPERIOR	SIMILAR	SIMILAR	INFERIOR	SIMILAR
Location		SUPERIOR	SUPERIOR	SUPERIOR	SIMILAR	SUPERIOR
Ceiling Height		INFERIOR	INFERIOR	INFERIOR	INFERIOR	INFERIOR
Site Coverage		SIMILAR	SIMILAR	SIMILAR	SIMILAR	SIMILAR
Occupancy		SIMILAR	SIMILAR	SIMILAR	SIMILAR	SIMILAR
Overall Comparison		SUPERIOR	INFERIOR	INFERIOR	INFERIOR	INFERIOR
Adjusted Price PSF		\$29	\$27	\$29	\$28	\$26
Adjusted Price PSF		DOWN	UP	UP	UP	UP

The following Table summarizes the subject property's value using the Direct Comparison Method as follows:

Price PSF	GFA	Total
\$26	120,000	\$3,114,171
\$29	120,000	\$3,445,266
Indicated Value		\$3,314,165
Rounded		\$3,300,000



Reconciliation of Value

RECONCILIATION OF VALUE

The Income Approach is the primary method of valuation used by investors for income producing properties. In this case, The Direct Capitalization Method, using a CR of 9.00%, was considered to be appropriate indicating a market value of \$3,300,000.

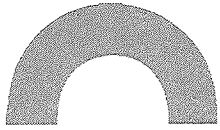
Although minimal weight was placed upon the Direct Comparison Approach, it provides additional support for a unit value in the \$28 PSF for the subject property.

As noted previously, the Cost Approach is not considered to be an appropriate indicator of value for income producing properties of this nature and is rarely used by market participants. Accordingly, it has not been used as part of this appraisal.

Based on the information contained within this appraisal, it is our professional opinion that the market value of the 100% fee simple interest in the subject property, subject to the extraordinary assumptions and limiting conditions noted on page 6, as at July 14, 2017 is:

Three Million Three Hundred Thousand Dollars

\$3,300,000



Certification

CERTIFICATION OF THE APPRAISAL

1 Solvay Drive, Blenheim, Ontario

We certify to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and represents our personal, unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report and have no personal interest or bias with respect to the parties involved.
4. Our compensation is not contingent upon the reporting of a predetermined value or direction in value that favours the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event, such as the approval of a loan.
5. This appraisal assignment was not based upon a requested minimum valuation, a specific valuation or the approval of a loan.
6. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Canadian Uniform Standards of Professional Appraisal Practice of The Appraisal Institute of Canada and the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice
7. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
8. Clive Bradley has completed the requirements of the continuing education program of the Appraisal Institute.
9. Eric Passi made a personal inspection of the property on July 14, 2017. The inspection was considered to be sufficient to describe the subject property, develop an opinion of highest and best use and compare the subject property with recent market leasing and investment data. We note that a detailed inspection to comment on building condition has not been performed.
10. No one, other than Eric Passi, has provided professional assistance to the persons signing this report.
11. Clive Bradley has extensive experience in the appraisal of similar property types.
12. Clive Bradley is currently certified in the Province where the subject is located.
13. Valuation and Advisory Services Group operates as an independent economic entity within CBRE Limited. Although other employees of CBRE Limited divisions may be contacted as a part of our routine market research investigations, absolute client confidentiality and privacy are maintained at all times with regard to this assignment without conflict of interest.

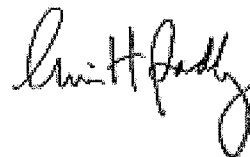
It is our professional opinion that the market value of the 100% fee simple interest in the subject property, subject to the extraordinary assumptions and limiting conditions noted on page 6, as at July 14, 2017 is:

Three Million Three Hundred Thousand Dollars

\$3,300,000



Eric Passi (Candidate Member AIC)
Associate Director
Valuation & Advisory Services
Phone: 519.286.2003



Clive Bradley, MBA, AACI, P.App.
Director
Valuation & Advisory Services
Phone: 519.286.2002



Addendum "A"
Terms of Reference
Assumptions and Limiting Conditions

TERMS OF REFERENCE

Property Identification

The subject, 1 Solvay Drive, is located in Blenheim, Ontario and is an industrial building containing a net rentable area of 120,000 SF.

The subject is legally described as PART OF LOT 12, CONCESSION 1, EAST COMMUNICATION ROAD, GEOGRAPHIC TOWNSHIP OF HARWICH, DESIGNATED AS PART 1, 24R3292 EXCEPT PART 1, 24R9801; SUBJECT TO INTEREST, IF ANY, IN 513921 TOGETHER WITH AN EASEMENT OVER PART LOT 12, CON. 1, ECR, HARWICH DESIGNATED.

The subject is more fully described, legally and physically, within the enclosed report.

Encumbrances

A detailed Title search was beyond the scope of this assignment. A Geowarehouse search, however, did indicate the following encumbrances on title:

- SUBJECT TO INTEREST, IF ANY, IN 513921 TOGETHER WITH AN EASEMENT OVER PART LOT 12, CON. 1, ECR, HARWICH DESIGNATED AS PART 2, 24R3292 AS IN 492487

Other than as mentioned herein there are no known encumbrances which would adversely impact the value of the site, CBRE recommends that the Client conduct a thorough search of Title, before any business decisions are made.

Ownership and Property History

The current ownership is held by 5274398 Manitoba Ltd. According to Geowarehouse, the subject property was purchased by the current owner on January 18, 2013 at a purchase price of \$1,650,000. Further, the property is currently not listed for sale.

Purpose of the Appraisal

The appraisal estimates the current Market Value of the subject property, subject to the *Critical Assumptions* included herein. The report is a Narrative Appraisal and has been prepared in accordance with the standards set forth by the Appraisal Institute of Canada.

Definition of Market Value

Market value is defined as follows:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised, and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in Canadian dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale

Definitions of Land Estates

According to real estate appraisal theory there are three estates in land (property rights). Fee Simple, Leased Fee and Leasehold. A definition of each follows:

Fee Simple Estate

- Fee Simple is an absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Fee simple title ownership, assumes no leases, liens or encumbrances other than normal covenants and restrictions of record such as zoning and real estate taxes. This would typically be the property rights addressed when appraising, for instance, an owner-occupied commercial building with no leases in place. Inherent in this definition is the assumption that the property is vacant.

Leased Fee Estate

- Leased Fee is an ownership interest held by a landlord with the rights of use and occupancy conveyed by a lease to others (such as tenants). The rights of the lessor (the leased fee owner) and the leased fee are specified by contract terms contained within the lease.

The leased fee estate addresses the landlord's interest (the lessor). This would typically be the property rights addressed when appraising, for instance, a multi-unit office building containing a number of long-term leases to tenants.

Leasehold Estate

- The interest held by the lessee (the tenant or renter) through a lease conveying the rights of use and occupancy for a stated term under certain conditions.

Intended Use and User of Report

The appraisal report, including the market value conclusion therein, will be used to assist Cross Country Manufacturing in mortgage financing decisions.

Scope of Work

The following steps were completed by CBRE Limited for this assignment:

- Inspected the property to provide a comparison to similar properties
- Location analysis
- Review of surrounding land uses
- Land use regulation review
- Net operating income forecast generated

Survey Work

- Rental survey of comparable buildings
- Comparable sales transaction analysis

Report Format

- Narrative report format

CRITICAL ASSUMPTIONS

Building Area

CBRE was not provided with building plans indicating building dimensions or building areas. For the purpose of this appraisal CBRE has used a rentable building area of 120,000 SF, which was obtained from information provided by the client. For the purpose of this analysis CBRE has deemed that this information is correct. It is recommended that the client engage an architect or space planner in order to determine the correct building area. If it is determined that the building area differs from that stated in this report the value will have to be adjusted accordingly.

Soil

A soil analysis for the site has not been provided for the preparation of this opinion. In the absence of a soil report, it is a specific assumption that the site has adequate soils to support the highest and best use.

Title Search

A formal title search was beyond the scope of this assignment. Except as described herein, CBRE Limited has no knowledge of any easements or encroachments. It is recommended that the client/reader obtain a detailed title search outlining all easements and encroachments on the property, if any, prior to making a business decision.

Covenants, Conditions and Restrictions

To our knowledge, there are no known covenants, conditions and restrictions impacting the site, which are considered to affect the marketability or highest and best use, other than zoning restrictions.

Environmental

CBRE Limited, nor the consultant(s) has not observed, yet is not qualified to detect, the existence of potentially hazardous material or underground storage tanks, which may be present on or near the site. It should also be noted that the existence of hazardous materials or underground storage tanks might have an effect on the value of the property.

CBRE Limited has not observed, yet is not qualified to detect, the existence of any potentially hazardous materials such as lead paint, asbestos, urea formaldehyde foam insulation, or other potentially hazardous construction materials on or in the improvements. The existence of such substances may have an effect on the value of the property. For the purpose of this assignment, we have specifically assumed that the subject is not affected by any hazardous materials, which would cause a loss in value.

Building Condition

It should be noted that neither CBRE Limited nor the valuation consultant are qualified to determine the structural integrity of the building. Finally, CBRE and the valuation consultant make no representations or warranties as the condition or suitability of the electrical system, HVAC system or roof membrane.

Exposure Time

Exposure time is not intended to be a prediction of a date of sale. Instead, it is an integral part of the opinion analysis and is based on one or more of the following:

- Statistical information about days on the market
- Information gathered through sales verification
- Interviews with market participants

The reasonable exposure time is a function of price, time, and use. It is not an isolated estimate of time alone. Exposure time is different for various types of real estate and under various market conditions.

Exposure time is the estimated length of time the property would have been offered prior to a hypothetical market value sale on the effective date of opinion. It is a retrospective estimate based on an analysis of recent past events, assuming a competitive and open market. It assumes not only adequate, sufficient, and reasonable time but also adequate, sufficient, and reasonable marketing effort. Exposure and marketing time is therefore interrelated with opinion conclusion of value.

Based on the foregoing analysis, an exposure time of 12 to 24 months is reasonable. CBRE Limited assumes the subject would have been competitively priced and aggressively promoted nationally and internationally.

ASSUMPTIONS AND LIMITING CONDITIONS

1. Unless otherwise specifically noted in the body of the report, it is assumed that title to the property or properties appraised is clear and marketable and that there are no recorded or unrecorded matters or exceptions to total that would adversely affect marketability or value. CBRE is not aware of any title defects nor has it been advised of any unless such is specifically noted in the report. CBRE, however, has not examined title and makes no representations relative to the condition thereof. Documents dealing with liens, encumbrances, easements, deed restrictions, clouds and other conditions that may affect the quality of title have not been reviewed. Insurance against financial loss resulting in claims that may arise out of defects in the subject property's title should be sought from a qualified title company that issues or insures title to real property.
2. Unless otherwise specifically noted in the body of this report, it is assumed: that the existing improvements on the property or properties being appraised are structurally sound, seismically safe and code conforming; that all building systems (mechanical/electrical, HVAC, elevator, plumbing, etc.) are in good working order with no major deferred maintenance or repair required; that the roof and exterior are in good condition and free from intrusion by the elements; that the property or properties have been engineered in such a manner that the improvements, as currently constituted, conform to all applicable local, provincial, and federal building codes and ordinances. CBRE professionals are not engineers and are not competent to judge matters of an engineering nature. CBRE has not retained independent structural, mechanical, electrical, or civil engineers in connection with this appraisal and, therefore, makes no representations relative to the condition of improvements. Unless otherwise specifically noted in the body of the report: no problems were brought to the attention of CBRE by ownership or management; CBRE inspected less than 100% of the entire interior and exterior portions of the improvements; and CBRE was not furnished any engineering studies by the owners or by the party requesting this appraisal. If questions in these areas are critical to the decision process of the reader, the advice of competent engineering consultants should be obtained and relied upon. It is specifically assumed that any knowledgeable and prudent purchaser would, as a precondition to closing a sale, obtain a satisfactory engineering report relative to the structural integrity of the property and the integrity of building systems. Structural problems and/or building system problems may not be visually detectable. If engineering consultants retained should report negative factors of a material nature, or if such are later discovered, relative to the condition of improvements, such information could have a substantial negative impact on the conclusions reported in this appraisal. Accordingly, if negative findings are reported by engineering consultants, CBRE reserves the right to amend the appraisal conclusions reported herein.
3. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraisers. CBRE has no knowledge of the existence of such materials on or in the property. CBRE, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea formaldehyde foam insulation, contaminated groundwater or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

We have inspected, as thoroughly as possible by observation, the land; however, it was impossible to personally inspect conditions beneath the soil. Therefore, no representation is made as to these matters unless specifically considered in the appraisal.

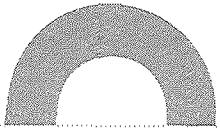
4. All furnishings, equipment and business operations, except as specifically stated and typically considered as part of real property, have been disregarded with only real property being considered in the report unless otherwise stated. Any existing or proposed improvements, on or off-site, as well as any alterations or repairs considered, are assumed to be completed in a workmanlike manner according to standard practices based upon the information submitted to CBRE. This report may be subject to amendment upon re-inspection of the subject property subsequent to repairs, modifications, alterations and completed new construction. Any estimate of Market Value is as of the date indicated; based upon the information, conditions and projected levels of operation.
5. It is assumed that all factual data furnished by the client, property owner, owner's representative, or persons designated by the client or owner to supply said data are accurate and correct unless otherwise specifically noted in the appraisal report. Unless otherwise specifically noted in the appraisal report, CBRE has no reason to believe that any of the data furnished contain any material error. Information and data referred to in this paragraph include, without being limited to, numerical street addresses, lot and block numbers, land dimensions, square footage area of the land, dimensions of the improvements, gross building areas, net rentable areas, usable areas, unit count, room count, rent schedules, income data, historical operating expenses, budgets, and related data. Any material error in any of the above data could have a substantial impact on the conclusions reported. Thus, CBRE reserves the right to amend conclusions reported if made aware of any such error. Accordingly, the client-addressee should carefully review all assumptions, data, relevant calculations, and conclusions within 30 days after the date of delivery of this report and should immediately notify CBRE of any questions or errors. CBRE does not make any representation or warranty, express or implied, as to the accuracy or completeness of the information or the state of affairs of the real property furnished by the Client to CBRE and contained in any appraisal report prepared by CBRE.
6. The date of value to which any of the conclusions and opinions expressed in this report apply, is set forth in the Letter of Transmittal. Further, that the dollar amount of any value opinion herein rendered is based upon the purchasing power of the Canadian Dollar on that date. This appraisal is based on market conditions existing as of the date of this appraisal. Under the terms of the engagement, we will have no obligation to revise this report to reflect events or conditions which occur subsequent to the date of the appraisal. However, CBRE will be available to discuss the necessity for revision resulting from changes in economic or market factors affecting the subject.
7. CBRE assumes no private deed restrictions, limiting the use of the subject property in any way.
8. Unless otherwise noted in the body of the report, it is assumed that there is no mineral deposit or subsurface rights of value involved in this appraisal, whether they are gas, liquid, or solid. Nor are the rights associated with extraction or exploration of such elements considered unless otherwise stated in this appraisal report. Unless otherwise stated it is also assumed that there are no air or development rights of value that may be transferred.
9. CBRE is not aware of any contemplated public initiatives, governmental development controls, or rent controls that would significantly affect the value of the subject.
10. The estimate of Market Value, which may be defined within the body of this report, is subject to change with market fluctuations over time. Market value is highly related to exposure, time promotion effort, terms, motivation, and conclusions surrounding the offering. The value estimate(s) consider the productivity and relative attractiveness of the property, both physically and economically, on the open market.

11. Any cash flows included in the analysis are forecasts of estimated future operating characteristics are predicated on the information and assumptions contained within the report. Any projections of income, expenses and economic conditions utilized in this report are not predictions of the future. Rather, they are estimates of current market expectations of future income and expenses. The achievement of the financial projections will be affected by fluctuating economic conditions and is dependent upon other future occurrences that cannot be assured. Actual results may vary from the projections considered herein. CBRE does not warrant these forecasts will occur. Projections may be affected by circumstances beyond the current realm of knowledge or control of CBRE
12. Unless specifically set forth in the body of the report, nothing contained herein shall be construed to represent any direct or indirect recommendation of CBRE to buy, sell, or hold the properties at the value stated. Such decisions involve substantial investment strategy questions and must be specifically addressed in consultation form.
13. Also, unless otherwise noted in the body of this report, it is assumed that no changes in the present zoning ordinances or regulations governing use, density, or shape are being considered. The property is appraised assuming that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, provincial, nor national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report is based, unless otherwise stated.
14. The report has been prepared at the request of the client, and for the exclusive (and confidential) use of the client. The report may not be duplicated in whole or in part without the specific written consent of CBRE nor may this report or copies hereof be disclosed to third parties without said written consent, which consent CBRE reserves the right to deny. If consent is given, it will be on condition that CBRE will be provided with an Indemnification Agreement and/or Non-Reliance letter, in a form and content satisfactory to CBRE, by a party satisfactory to CBRE. Exempt from this restriction is duplication for the internal use of the client-addressee and/or transmission to attorneys, accountants, or advisors of the client-addressee. Also exempt from this restriction is transmission of the report to any court, governmental authority, or regulatory agency having jurisdiction over the party/parties for whom this appraisal was prepared, provided that this report and/or its contents shall not be published, in whole or in part, in any public document without the express written consent of CBRE which consent CBRE reserves the right to deny. Finally, this report shall not be advertised to the public or otherwise used to induce a third party to purchase the property or to make a "sale" or "offer for sale" of any "security". Any third party which may possess this report is advised that they should rely on their own independently secured advice for any decision in connection with this property. CBRE shall have no accountability or responsibility to any third party.
15. Any value estimate provided in the report applies to the entire property, and any pro ration or division of the title into fractional interests will invalidate the value estimate, unless such pro ration or division of interests has been set forth in the report.
16. The distribution of the total valuation in this report between land and improvements applies only under the existing program of utilization. Component values for land and/or buildings are not intended to be used in conjunction with any other property or appraisal and are invalid if so used.
17. The maps, plats, sketches, graphs, photographs and exhibits included in this report are for illustration purposes only and are to be utilized only to assist in visualizing matters discussed within this report. Except as specifically

stated, data relative to size or area of the subject and comparable properties has been obtained from sources deemed accurate and reliable. None of the exhibits are to be removed, reproduced, or used apart from this report.

18. No opinion is intended to be expressed on matters which may require legal expertise or specialized investigation or knowledge beyond that customarily employed by real estate appraisers. Values and opinions expressed presume that environmental and other governmental restrictions/conditions by applicable agencies have been met, including but not limited to seismic hazards, flight patterns, decibel levels/noise envelopes, fire hazards, hillside ordinances, density, allowable uses, building codes, permits, licenses, etc. No survey, engineering study or architectural analysis has been made known to CBRE unless otherwise stated within the body of this report. If the Consultant has not been supplied with a termite inspection, survey or occupancy permit, no responsibility or representation is assumed or made for any costs associated with obtaining same or for any deficiencies discovered before or after they are obtained. No representation or warranty is made concerning obtaining these items. CBRE assumes no responsibility for any costs or consequences arising due to the need, or the lack of need, for flood hazard insurance.
19. Acceptance and/or use of this report constitutes full acceptance of the Contingent and Limiting Conditions and special assumptions set forth in this report. It is the responsibility of the Client, or client's designees, to read in full, comprehend and thus become aware of the aforementioned contingencies and limiting conditions. Neither the Appraiser nor CBRE assumes responsibility for any situation arising out of the Client's failure to become familiar with and understand the same. The Client is advised to retain experts in areas that fall outside the scope of the real estate appraisal/consulting profession if so desired.
20. CBRE assumes that the subject property analyzed herein will be under prudent and competent management and ownership; neither inefficient nor super-efficient.
21. It is assumed that there is full compliance with all applicable federal, provincial, and local environmental regulations and laws unless noncompliance is stated, defined and considered in the appraisal report.
22. No survey of the boundaries of the property was undertaken. All areas and dimensions furnished are presumed to be correct. It is further assumed that no encroachments to the realty exist.
23. The property has been valued on the basis that the property complies in all material respects with any restrictive covenants affecting the property and has been built and is occupied and is being operated, in all material respects, in full compliance with all requirements of law, including all zoning, land use classification, building, planning, fire and health by-laws, rules, regulations, orders and codes of all federal, provincial, regional and municipal governmental authorities having jurisdiction with respect thereto. There may be work orders or other notices of violation of law outstanding with respect to the real estate as described in the report. However, such circumstances have not been accounted for in the appraisal process.
24. No inquiries have been placed with the fire department, the building inspector, the health department or any other government regulatory agency, unless such investigations are expressly represented to have been made in the report. The subject property must comply with such regulations and, if it does not comply, its non-compliance may affect the market value of the property. To be certain of such compliance, further investigations may be necessary.

25. Because market conditions, including economic, social and political factors, change rapidly and, on occasion, without notice or warning, the estimate of value expressed herein, as of the effective date of this appraisal, cannot be relied upon as of any other date without subsequent advice of CBRE.
26. Client shall indemnify and hold CBRE fully harmless against any loss, damages, claims, or expenses of any kind whatsoever (including costs and reasonable attorneys' fees), sustained or incurred by a third party as a result of the negligence or intentional acts or omissions of Client, and for which recovery is sought against CBRE by that third party.

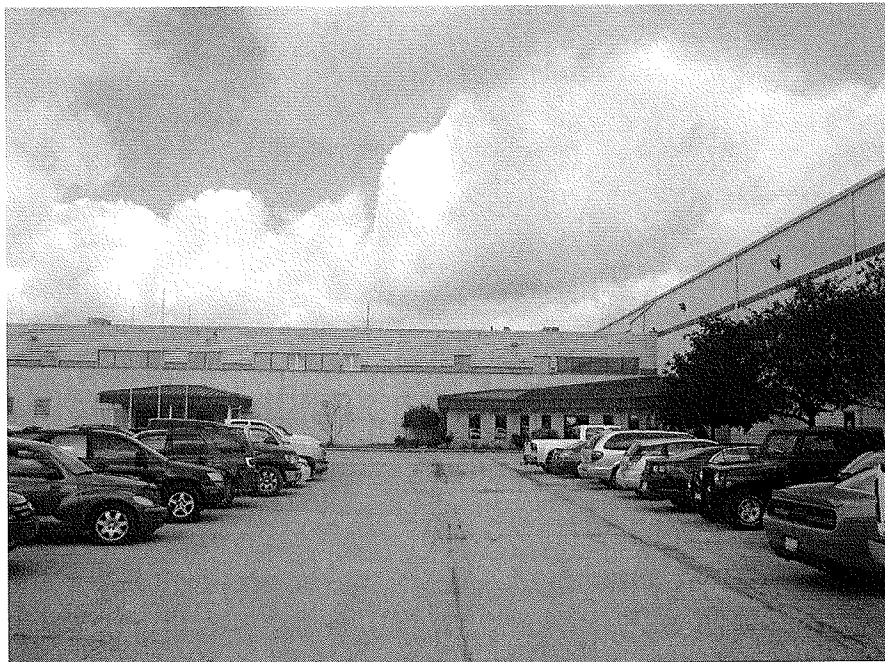


Addendum "B" Photos

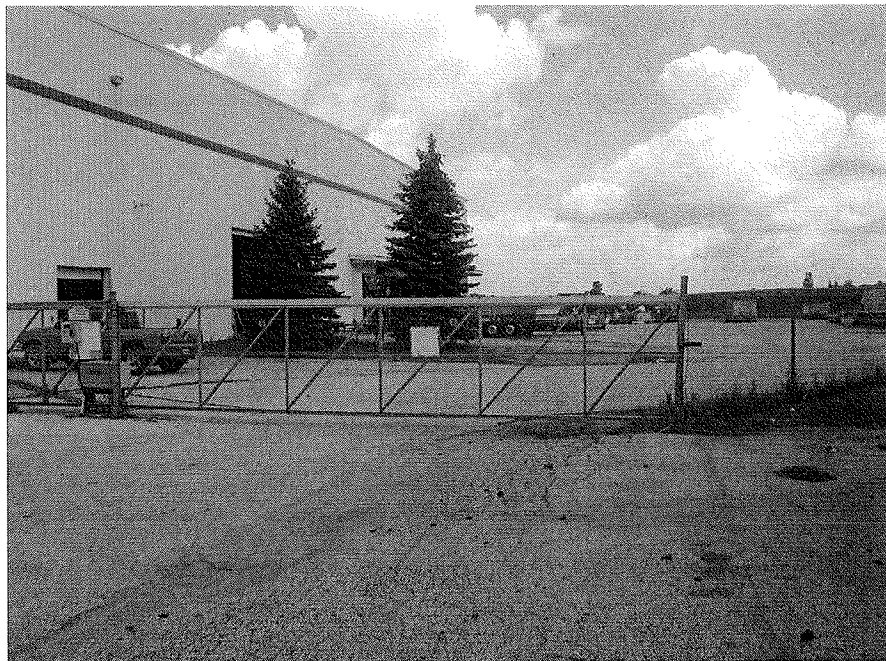
PHOTOS



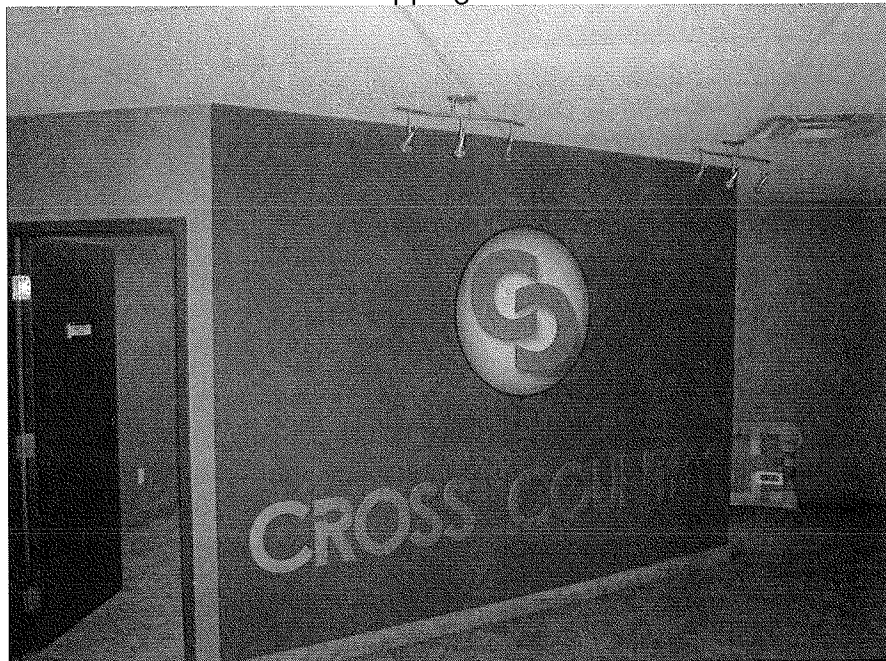
Street View



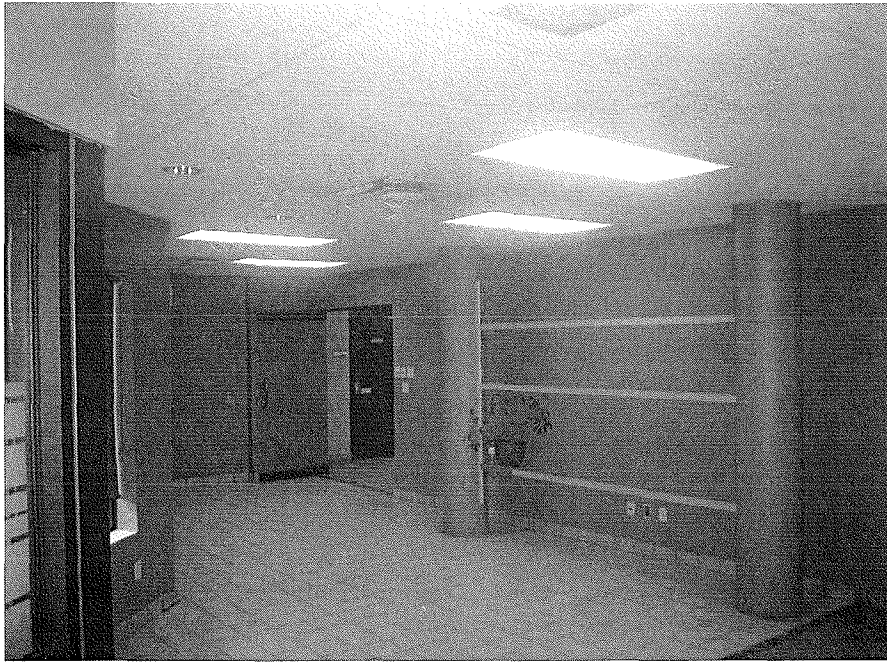
Typical Building View



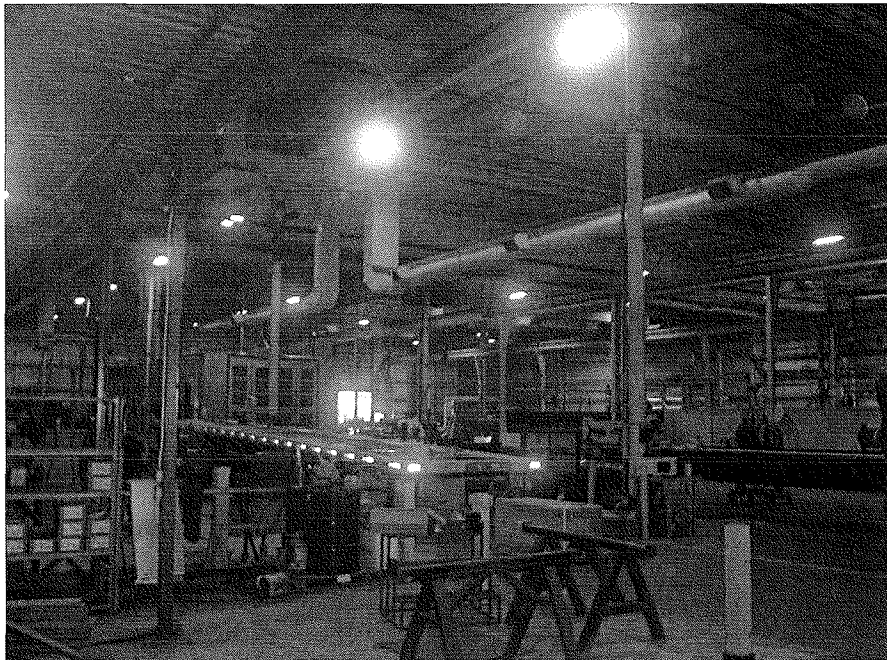
Side Shipping Area View



Office View



Office View



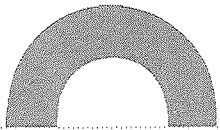
Plant Area View



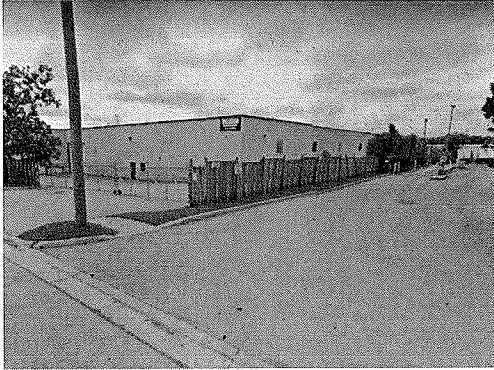
Plant View



Plant View



Addendum "C"
Sales Comparables

**Sale Details**

Sale Price	\$3,425,000	Interest	100%
Adj. Sale Price	\$3,425,000	Tenure	Fee Simple
Adj. Sale Price PSF	\$33.78	Cash	\$3,425,000
Firm Date	N/A	VTB	0
Closing Date	October 11, 2016	Assumed Mortgage	0
Vendor	2172158 Ontario Ltd.	Total Price	\$3,425,000
Purchaser	Green Earth Stores Ltd.		
Broker	NA		

Yield Analysis

IRR	N/A		NOI	CF
TCR	N/A	Year 1	N/A	N/A
OCR	N/A	Years 1-5	N/A	N/A
Bond Yield (10 Year)	N/A	Years 6-10	N/A	N/A

Property Description

Building Type	Industrial Building
Year Constructed	1988
Year Renovated	N/A
Loading Bays	9
Truck Level Doors	5
Drive-In Doors	4
Average Clear Height	20

Site Description

Site Area	4.20
Zoning	Industrial
Rentable Area (SF)	
Net Rentable Area	101,400
Percentage Office	27.0%
Site Coverage	55.42%

Tenant Profile

Tenant	Area (SF)	% of NRA
NA	N/A	N/A
NA	N/A	N/A
NA	N/A	N/A
NA	N/A	N/A
NA	N/A	N/A
Total	N/A	N/A
Occupancy Type		Single Tenant
Vacancy	-	100.0%

Sale Commentary**Location**

The subject property is located on the south side of Buchanan Court, east of Pond Mills Road in London. The property has exposure to Highway #401.

Physical

The property contains approximately 4.2 acres and is improved with a 101,400 SF industrial building indicating a site coverage ratio of 55%. The building was constructed in 1988, has a clear height of 20 feet and is serviced by 5 truck-level shipping docks and 4 drive-in shipping doors. The site is further improved with asphalt paved trucking and parking areas.

Income

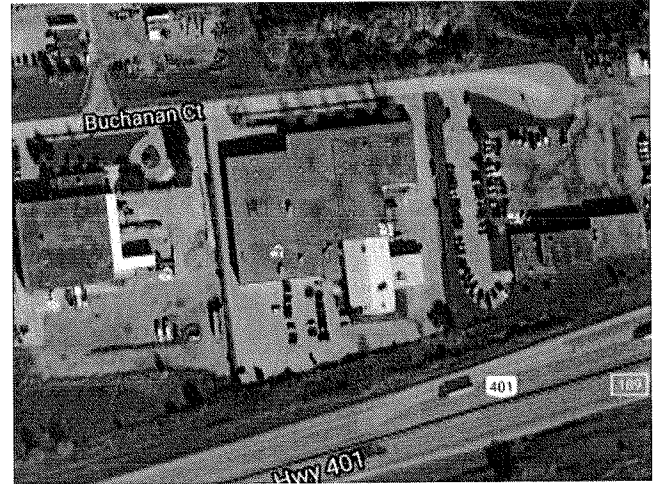
The property was vacant at the time of sale.

Market

The investment market condition is reported to be moderate with recent transactions indicating average pricing, particularly for well leased and well located assets. The leasing market is active with solid leasing fundamentals.

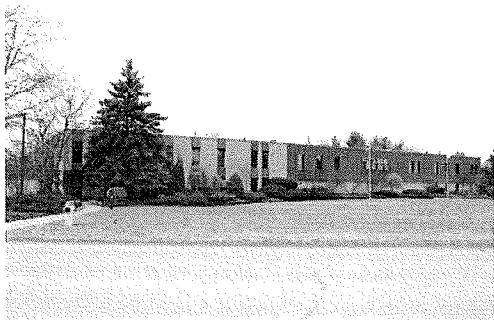
General Comment

None.



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1417 Bell Mill SideRoad, Tillsonburg



Sale Details

Sale Price	\$2,840,000	Interest	100%
Adj. Sale Price	\$2,840,000	Tenure	Fee Simple
Adj. Sale Price PSF	\$24.28	Cash	\$2,840,000
Firm Date	N/A	VTB	0
Closing Date	August 31, 2015	Assumed Mortgage	0
Vendor	TRW Canada Ltd	Total Price	\$2,840,000
Purchaser	THK Rhythm Automotive Canada Ltd		
Broker	NA		

Yield Analysis

IRR	N/A		NOI	CF
TCR	N/A	Year 1	N/A	N/A
OCR	N/A	Years 1-5	N/A	N/A
Bond Yield (10 Year)	N/A	Years 6-10	N/A	N/A

Property Description

Building Type	Manufacturing facility
Year Constructed	1980-2000
Year Renovated	N/A
Loading Bays	NA
Truck Level Doors	NA
Drive-In Doors	NA
Average Clear Height	21

Site Description

Site Area	15.05
Zoning	Industrial
Rentable Area (SF)	
Net Rentable Area	116,992
Percentage Office	NA
Site Coverage	17.85%

Tenant Profile

Tenant	Area (SF)	% of NRA
NA	N/A	N/A
NA	N/A	N/A
NA	N/A	N/A
NA	N/A	N/A
NA	N/A	N/A
Total	N/A	N/A
Occupancy Type		Single Tenant
Vacancy	-	100.0%

Sale Commentary

Location

The subject property is located on the northwest corner of Bell Mill Sideroad and Orchard Road in Tillsonburg.

Physical

The property contains approximately 15.05 acres and is improved with a 116,992 SF manufacturing facility indicating a site coverage ratio of 18%. The building was constructed in phases from 1980 to 2000, has a clear height of 21 and adequate shipping docks. The site is further improved with asphalt paved trucking and parking areas.

Income

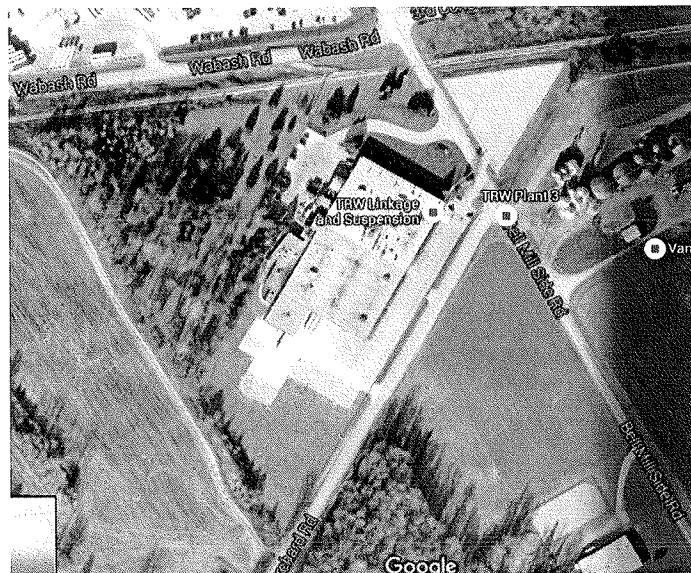
The property was owner-occupied at the time of sale.

Market

The investment market condition is reported to be moderate with recent transactions indicating average pricing, particularly for well leased and well located assets. The leasing market is active with solid leasing fundamentals.

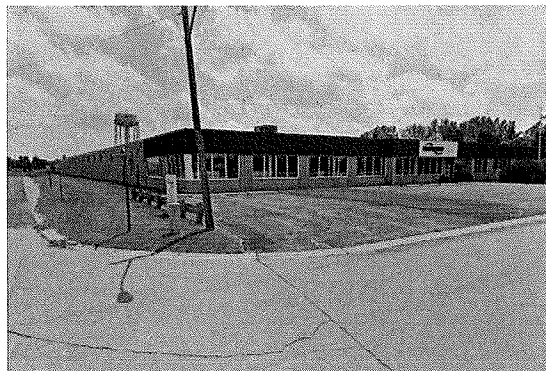
General Comment

None.



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15 Worthington Drive, Brantford

**Sale Details**

Sale Price	\$3,100,000	Interest	100%
Adj. Sale Price	\$3,100,000	Tenure	Fee Simple
Adj. Sale Price PSF	\$22.96	Cash	\$3,100,000
Firm Date	N/A	VTB	0
Closing Date	December 21, 2016	Assumed Mortgage	0
Vendor	Flowserve Canada Corp.	Total Price	\$3,100,000
Purchaser	Tulsar Canada Ltd.		
Broker	NA		

Yield Analysis

IRR	N/A		NOI	CF
TCR	N/A	Year 1	N/A	N/A
OCR	N/A	Years 1-5	N/A	N/A
Bond Yield (10 Year)	N/A	Years 6-10	N/A	N/A

Property Description

Building Type	Industrial Building
Year Constructed	1965
Year Renovated	N/A
Loading Bays	5
Truck Level Doors	4
Drive-In Doors	1
Average Clear Height	17 feet

Site Description

Site Area	9.27
Zoning	Industrial
Rentable Area (SF)	
Net Rentable Area	135,000
Percentage Office	11.0%
Site Coverage	33.43%

Tenant Profile

Tenant	Area (SF)	% of NRA
NA	N/A	N/A
NA	N/A	N/A
NA	N/A	N/A
NA	N/A	N/A
NA	N/A	N/A
Total	N/A	N/A

Occupancy Type	Single Tenant
Vacancy	100.0%

Sale Commentary**Location**

The subject property is located on the south side of Worthington Drive, east of County Road 18 in Brantford.

Physical

The property contains approximately 9.27 acres and is improved with a 135,000 SF industrial building indicating a site coverage ratio of 33%. The building was constructed in 1965, has a clear height of 17 feet and is serviced by 4 truck-level shipping docks and 1 drive-in shipping door. The site is further improved with asphalt paved trucking and parking areas.

Income

The property was vacant at the time of sale.

Market

The investment market condition is reported to be moderate with recent transactions indicating average pricing, particularly for well leased and well located assets. The leasing market is active with solid leasing fundamentals.

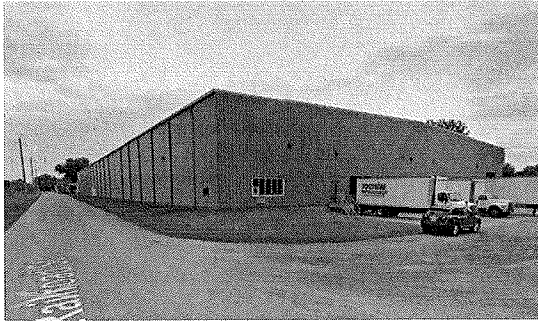
General Comment

None.



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643 Railroad Street, Mt. Brydges

**Sale Details**

Sale Price	\$2,400,000	Interest	100%
Adj. Sale Price	\$2,400,000	Tenure	Fee Simple
Adj. Sale Price PSF	\$23.30	Cash	\$2,400,000
Firm Date	N/A	VTB	0
Closing Date	February 29, 2016	Assumed Mortgage	0
Vendor	TT Group Ltd	Total Price	\$2,400,000
Purchaser	1934478 Ontario Ltd		
Broker	NA		

Yield Analysis

IRR	N/A		NOI	CF
TCR	N/A	Year 1	N/A	N/A
OCR	N/A	Years 1-5	N/A	N/A
Band Yield (10 Year)	N/A	Years 6-10	N/A	N/A

Property Description

Building Type	Manufacturing facility
Year Constructed	1989
Year Renovated	N/A
Loading Bays	6
Truck Level Doors	4
Drive-In Doors	2
Average Clear Height	10-40

Site Description

Site Area	6.72
Zoning	Industrial
Rentable Area (SF)	
Net Rentable Area	103,000
Percentage Office	2.2%
Site Coverage	35.19%

Tenant Profile

Tenant	Area (SF)	% of NRA
NA	N/A	N/A
NA	N/A	N/A
NA	N/A	N/A
NA	N/A	N/A
NA	N/A	N/A
Total	N/A	N/A

Occupancy Type	Single Tenant
Vacancy	100.0%

Sale Commentary**Location**

The subject property is located on the south side of Railroad Street, west of Adelaide Road in Mount Brydges.

Physical

The property contains approximately 6.72 acres and is improved with a 103,000 SF manufacturing facility indicating a site coverage ratio of 35%. The building was constructed in phases from 1970 to 1985, has a clear height of 18 to 20 feet and 1 truck-level dock and 1 drive-in door. The site is further improved with asphalt paved trucking and parking areas.

Income

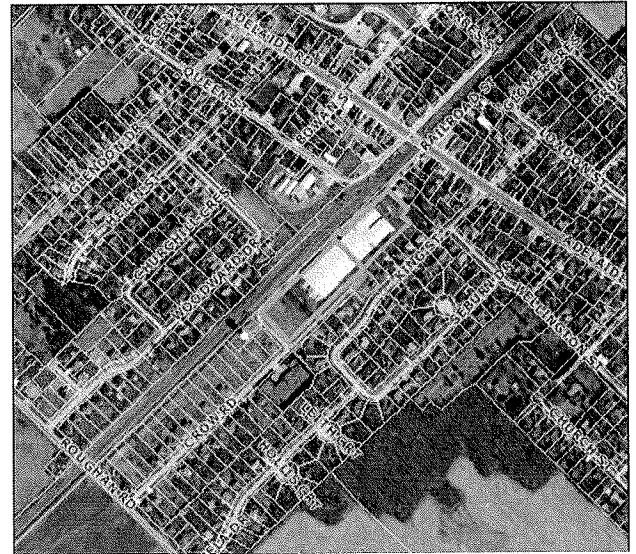
The property was vacant at the time of sale.

Market

The investment market condition is reported to be moderate with recent transactions indicating average pricing, particularly for well leased and well located assets. The leasing market is active with solid leasing fundamentals.

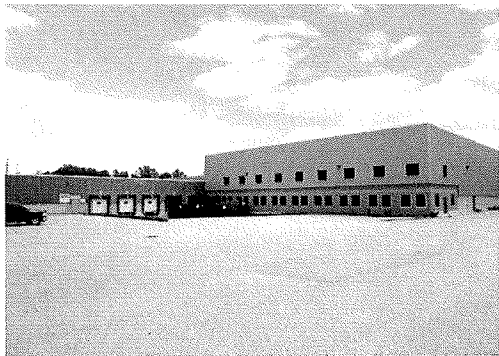
General Comment

None.



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456 Albert Street, Strathroy

**Sale Details**

Sale Price	\$3,575,000	Interest	100%
Adj. Sale Price	\$3,575,000	Tenure	Fee Simple
Adj. Sale Price PSF	\$25.55		
Firm Date	N/A		
Closing Date	September 18, 2015		
Vendor	Bark Holdings Inc.		
Purchaser	1934572 Ontario Ltd.		
Broker	CBRE Limited		

Yield Analysis

IRR	N/A		NOI	CF
TCR	N/A	Year 1	N/A	N/A
OCR	N/A	Years 1-5	N/A	N/A
Bond Yield (10 Year)	N/A	Years 6-10	N/A	N/A

Property Description

Building Type	Industrial/Manufacturing
Year Built	1956-2002
Year Renovated	N/A
Loading Bays	N/A
Truck Level Doors	15
Drive-In Doors	1
Clear Height	18-30

Site Description

Site Area	8.08
Zoning	M1 Industrial

Rentable Area (SF)

Net Rentable Area	166,342
Percentage Office	7.21%

Tenant Profile

Tenant	Area (SF)	% of NRA
N/A	N/A	N/A
N/A	N/A	N/A
N/A	N/A	N/A
N/A	N/A	N/A
N/A	N/A	N/A
Total	N/A	N/A

Occupancy Type	Single Tenant
Vacancy	100.0%

Sale Commentary**Location**

The subject property is located on the southeast corner of Albert Street and Ewart Street in Strathroy.

Physical

The property is improved with a 166,342 square foot industrial manufacturing facility with approximately 12,000 square feet of office space. The property contains approximately 8.08 acres which indicates a coverage ratio of 46%. The building has a clear height of 18-30 feet and is serviced by 15 truck level doors and one drive-in door.

Income

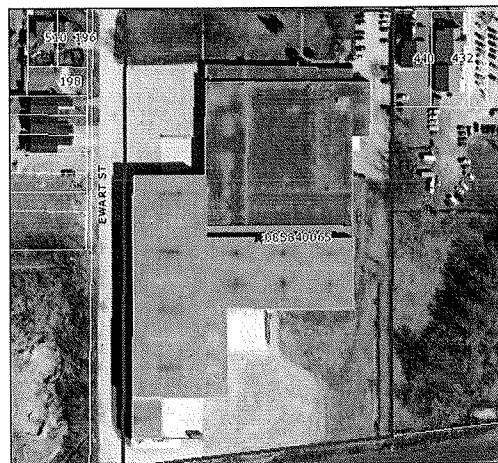
The building was vacant at the time of sale.

Market

The investment market condition is reported to be moderate with recent transactions indicating average pricing, particularly for well leased and well located assets. The leasing market is active with solid leasing fundamentals.

General Comment

None.



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CBRE

Valuation & Advisory Services
380 Wellington Street
London, ON, N6A 5B5
519.673.6444 Tel
519.673.6948 Fax
www.cbre.ca

This is Exhibit "7" referred to in the
Affidavit of JONATHAN DOERKSEN
SWORN before me this 5TH day
of SEPTEMBER, A.D. 20 17

A Notary Public
in and for the Province of Manitoba



PUBLIC OFFICE SEARCH REPORT

DATE:	September 1, 2017
PREPARED FOR:	5274398 Manitoba Ltd.
MATTER NO.:	1702631

In connection with the search results listed below, we have relied upon the accuracy and completeness of the information maintained and provided by the offices noted below.

NAMES SEARCHED
5274398 MANITOBA LTD.
CROSS COUNTRY MANUFACTURING
CROSS COUNTRY TRAILERS

SEARCHES AGAINST 5274398 MANITOBA LTD.

CORPORATE SEARCHES:	
<i>Information on the records of Manitoba Companies Office as of July 28, 2017</i>	
Entity Type:	Manitoba Share Corporation
Incorporation Date:	March 27, 2006
Current Status:	Active
Director(s):	Doug Doerksen Jonathan Doerksen Tim Klassen
Officer(s):	President - Jonathan Doerksen Secretary - Tim Klassen Treasurer - Doug Doerksen
Voting Shareholder(s) (which have	Doug Doerksen

more than 10% of voting shares):	Jonathan Doerksen Tim Klassen
Information on the records of Ontario Corporate Registry as of July 27, 2017	
Entity Type:	EP Domestic with Share
Registration Date:	May 6, 2009
Current Status:	Refer to Manitoba

ADDITIONAL SEARCHES:		
Search Office	Effective Date	Search Result
FEDERAL:		
Office of the Superintendent of Bankruptcy	July 26, 2017	Clear
MANITOBA:		
Personal Property Registry	July 28, 2017	8 registrations as set out in Schedule A attached
Bank Act	July 28, 2017	Registration No. 01259915 Bank: Bank of Montreal Date: January 4, 2011
Sheriff's Office	July 28, 2017	Clear
Court of Queen's Bench (for actions in the last 10 years)	July 28, 2017	2 actions as set out in Schedule B attached
ONTARIO:		
Personal Property Registry	July 30, 2017	4 registrations as set out in Schedule A attached
Bank Act	July 28, 2017	Clear
Ontario Superior Court (Civil) for the Jurisdiction of Kent	August 17, 2017	1 action as set out in Schedule B attached

SEARCHES AGAINST CROSS COUNTRY MANUFACTURING

CORPORATE SEARCHES:	
Information on the records of Manitoba Companies Office as of July 28, 2017	
Entity Type:	Business Name
Registration Date:	April 13, 2007
Current Status:	Active
Registrant:	5274398 Manitoba Ltd.
Information on the records of Ontario Corporate Registry as of July 31, 2017	
Entity Type:	Business Name
Registration Date:	November 13, 2009
Current Status:	Active
Registrant:	5274398 Manitoba Ltd.

ADDITIONAL SEARCHES:		
Search Office	Effective Date	Search Result
<i>FEDERAL:</i>		
Office of the Superintendent of Bankruptcy	July 26, 2017	Clear
<i>MANITOBA:</i>		
Personal Property Registry	July 28, 2017	3 registrations as set out in Schedule A attached
Bank Act	July 28, 2017	Clear
Sheriff's Office	July 28, 2017	Clear
Court of Queen's Bench (for actions in the last 10 years)	July 28, 2017	2 actions as set out in Schedule B attached
<i>ONTARIO:</i>		
Personal Property Registry	July 30, 2017	2 registrations as set out in Schedule A attached
Bank Act	July 28, 2017	Clear
Ontario Superior Court (Civil) for the Jurisdiction of Kent	August 17, 2017	Clear

SEARCHES AGAINST CROSS COUNTRY TRAILERS

CORPORATE SEARCHES:	
<i>Information on the records of Manitoba Companies Office as of July 28, 2017</i>	
Entity Type:	Business Name
Registration Date:	April 13, 2007
Current Status:	Active
Registrant:	5274398 Manitoba Ltd.
<i>Information on the records of Ontario Corporate Registry as of July 31, 2017</i>	
Not registered	

ADDITIONAL SEARCHES:		
Search Office	Effective Date	Search Result
<i>FEDERAL:</i>		
Office of the Superintendent of Bankruptcy	July 26, 2017	Clear
<i>MANITOBA:</i>		
Personal Property Registry	July 28, 2017	Clear

ADDITIONAL SEARCHES:		
Search Office	Effective Date	Search Result
Bank Act	July 28, 2017	Clear
Sheriff's Office	July 28, 2017	Clear
Court of Queen's Bench (for actions in the last 10 years)	July 28, 2017	Clear
ONTARIO:		
Personal Property Registry	July 30, 2017	Clear
Bank Act	July 28, 2017	Clear
Ontario Superior Court (Civil) for the Jurisdiction of Kent	August 17, 2017	Clear

LANDS SEARCHED

Title No. 2329556/4				
<i>Information on the records of The Property Registry of Manitoba, Land Titles District of Morden as of August 31, 2017</i>				
Registered Owner:	5274398 Manitoba Ltd.			
Legal Description:	LOT 1 BLOCK 4 PLAN 1924 MLTO IN W 1/2 5-3-5 WPM			
Active Instruments:	Instrument Type	Registration No.	Registration Date	From/By
	Caveat (Telecom Site Lease)	1088419/4	2005-06-22	Rogers Wireless Inc.
	Mortgage	1129348/4	2008-10-10	Business Development Bank of Canada
	Personal Property Security Notice	1129349/4	2008-10-10	Business Development Bank of Canada
	Amending Agreement (Re Mortgage 1129348/4)	1136548/4	2009-05-21	Business Development Bank of Canada
	Amending Agreement (Re Mortgage 1129348/4)	1178300/4	2013-01-21	Business Development Bank of Canada
	Certificate of Judgment	1225001/4	2017-06-08	The Workers Compensation Board
	Mortgage	1226678/4	2017-08-03	Bank of Montreal

Parcel Register No. 00928-0617				
<i>Information on the records of the Ontario Land Registry Office #24 as of July 28, 2017</i>				
Registered Owner:	5274398 Manitoba Ltd.			
Legal Description:	PART OF LOT 12, CONCESSION 1, EAST COMMUNICATION ROAD, GEOGRAPHIC TOWNSHIP OF HARWICH, DESIGNATED AS PART 1, 24R3292 EXCEPT PART 1, 24R9801; SUBJECT TO INTEREST, IF ANY, IN 513921; TOGETHER WITH AN EASEMENT OVER PART LOT 12, CON. 1, ECR, HARWICH DESIGNATED AS PART 2, 24R3292 AS IN 492487; MUNICIPALITY CHATHAM-KENT			
Active Instruments:	Instrument Type	Registration No.	Registration Date	From/By
	Plan Reference	24R3292	1984/05/08	
	Order	403300	1984/06/01	
	Order	403910	1984/06/20	
	Bylaw	408784	1984/11/02	
	Notice Agreement	LT1360	1994/01/04	The Corporation of the Town of Blenheim
	Notice	LT4724	1994/12/02	Solvay Automotive Canada, Inc. to The Corporation of the Town of Blenheim
	Transfer	CK80203	2013/01/18	Inergy Automotive Systems (Canada), Inc. to 5274398 Manitoba Ltd.
	Charge	CK80204	2013/01/18	Business Development Bank of Canada
	Notice of Lease	CK101893	2014/12/04	Solar Power Network 001 Inc.

Parcel Register No. 00928-0616				
<i>Information on the records of the Ontario Land Registry Office #24 as of July 28, 2017</i>				
Registered Owner:	The Corporation of the Municipality of Chatham-Kent			
Legal Description:	PART OF LOT 12, CONCESSION 1, EAST COMMUNICATION ROAD, GEOGRAPHIC TOWNSHIP OF HARWICH, DESIGNATED AS PART 1, 24R9801; SUBJECT TO INTEREST, IF ANY, IN 513921; TOGETHER WITH AN EASEMENT OVER PART LOT 12, CON. 1, ECR, HARWICH DESIGNATED AS PART 2, 24R3292 AS IN 492487; MUNICIPALITY CHATHAM-KENT			
Active Instruments:	Instrument Type	Registration No.	Registration Date	From/By
	Order	403300	1984/06/01	
	Order	403910	1984/06/20	
	Bylaw	408784	1984/11/02	
	Notice Agreement	LT1360	1994/01/04	The Corporation of the Town of Blenheim
	Notice	LT4724	1994/12/02	Solvay Automotive Canada,

				Inc. to The Corporation of the Town of Blenheim
	Plan Reference	24R9801	2013/10/21	
	Transfer	CK103828	2015/02/13	5274398 Manitoba Ltd. to The Corporation of the Municipality of Chatham-Kent
	Notice	CK103835	2015/02/13	The Corporation of the Municipality of Chatham-Kent to 5274398 Manitoba Ltd.

SCHEDULE "A"
PPR REGISTRATIONS

In the Manitoba Personal Property Registry:

Registration No.	Debtor(s)	Secured Party	Collateral Description
201603545007	5274398 MANITOBA LTD CROSS COUNTRY MANUFACTURING	BLUE CHIP LEASING CORPORATION	PMSI 1 - DELL POWEREDGE R530 SERVER DELL-PER530 AND ALL SERVER AND COMPUTER EQUIPMENT OF EVERY NATURE OR KIND DESCRIBED IN LEASE NUMBER 43406 (59486) BETWEEN THE SECURED PARTY, AS LESSOR AND THE DEBTOR AS LESSEE, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, SUBSTITUTIONS AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF.
201411566701	5274398 MANITOBA LTD. DOERKSEN, JONATHAN DOUGLAS	Royal Bank Of Canada	2015 Motor Vehicle, GMC Sierra 2500HD, S/N 1GT12ZE82FF138906
201300355604	5274398 MANITOBA LTD DOERKSEN, DOUGLAS	RBC Royal Bank Of Canada	2011 Motor Vehicle, GMC Sierra 1500, S/N 3GTP2VE31BG148164
201203040402	5274398 MANITOBA LTD.	COOPER TIRE & RUBBER COMPANY	ALL INVENTORY OF COOPER TIRES AND TUBES NOW HELD OR HEREAFTER ACQUIRED AND ALL INVENTORY OF TIRES, TUBES, TIRE TREAD RUBBER, TIRE RUBBER MATERIALS OR ANY OTHER KINDRED PRODUCTS, WHETHER OR NOT MANUFACTURED BY COOPER, IF DELIVERED, SOLD OR DISTRIBUTED TO CUSTOMER BY OR THROUGH COOPER OR ANY OF ITS WHOLLY-OWNED SUBSIDIARIES, NOW HELD OR HEREAFTER ACQUIRED (HEREINAFTER COLLECTIVELY

			CALLED "INVENTORY") AND ALL PROCEEDS, REPLACEMENTS AND RENEWALS THEREOF, ACCRETIONS, INCREASES AND ADDITIONS THERETO, OF THE INVENTORY AS MORE SPECIFICALLY DESCRIBED IN THE SEARCH RESULTS. ALL ACCOUNTS RECEIVABLE AND CONTRACT RIGHTS NOW IN EXISTENCE OR HEREAFTER CREATED AS A RESULT OF SALE OR OTHER DISPOSITION OF ALL OR ANY PORTION OF SUCH INVENTORY AND ALL RELATED BOOKS AND RECORDS.
201004916501	5274398 Manitoba Ltd. Cross Country Manufacturing	Continental Tire Canada Inc.	PMSI A continuing security interest in all tires, tubes and other products and inventory (the "Products") supplied or to be supplied by the Secured Part to the Debtor pursuant to a Dealer Inventory Purchase Agreement between the Debtor and the Secured Party dated March 29, 2010, and all accessions thereto, any product or mass in which the Products are commingled and all proceeds thereof.
200618709700	5274398 MANITOBA LTD. CROSS COUNTRY MANUFACTURING	Business Development Bank of Canada	PMSI The security interest is taken in all of the debtor's present and after-acquired personal property. All of the right, title and interest of the Debtor in and with respect to all Existing Leases, Future Leases, Rents and any and all guarantees of any obligations of any of the Lessees; and all rights, privilege, benefit and power of the Debtor to be derived therefrom; as more specifically described in the search results. Specific Equipment described in the search results. Serial numbered items (12 motor vehicles and 3 trailers) described in the search results.
200618381004	5274398 MANITOBA LTD.	BANK OF MONTREAL	ALL ITS PRESENT AND FUTURE EQUIPMENT, INVENTORY, DEBTS, RECEIVABLES, INTANGIBLES, PROCEEDS AND UNDERTAKING AS MORE SPECIFICALLY DESCRIBED IN THE SEARCH RESULTS.

200618380903	5274398 MANITOBA LTD.	BANK OF MONTREAL	ALL DEBTS AND SECURITIES AND ALL PROCEEDS AND OTHER RIGHTS AND BENEFITS IN RESPECT THEREOF. ALL BOOKS AND ACCOUNTS, LETTERS, INVOICES, PAPERS AND DOCUMENTS IN ANY WAY EVIDENCING OR RELATING TO ALL OR ANY OF THE DEBTS AND SECURITIES AND RIGHTS. ALL AS MORE SPECIFICALLY DESCRIBED IN THE SEARCH RESULTS.
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In the Ontario Personal Property Registry:

Registration Details	Debtor(s)	Secured Party	Collateral Classification / Description
File No. 678179871 Initial Registration No. 20120507 1450 1530 9225	5274398 MANITOBA LTD.	BANK OF MONTREAL/ BANQUE DE MONTREAL	Inventory/Equipment/Accounts/ Other/Motor Vehicle Included ONTARIO PERSONAL PROPERTY SECURITY AGREEMENT
File No. 683983251 Initial Registration No. 20130108 1500 1769 1075	5274398 MANITOBA LTD.	BUSINESS DEVELOPMENT BANK OF CANADA	Inventory/Equipment/Accounts/ Other/Motor Vehicle Included
File No. 714335859 Initial Registration No. 20160226 1703 1902 4934	5274398 MANITOBA LTD CROSS COUNTRY MANUFACTURING	BLUE CHIP LEASING CORPORATION	Equipment/Other
File No. 719198235 Initial Registration No. 20160802 1941 1531 9700	5274398 MANITOBA LTD.	ROYAL BANK OF CANADA	Other/Motor Vehicle Included 2016 GMC YUKON, S/N 1GKS2CKJ6GR394771
File No. 726305301 Initial Registration No. 20170405 1250 1901 2064	CROSS COUNTRY MANUFACTURING LTD.	K.G. INDUSTRIES LTD.	Inventory Described in the search results

SCHEDULE "B" COURT ACTIONS
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In the Manitoba Court of Queen's Bench:

Court File Number	Registration Date	Title of Proceedings	Status/Last Document Filed
CI15-01-97782	September 28, 2015	Rimco Inc. vs. 5274398 Manitoba Ltd. and Cross Country Manufacturing	Notice of Discontinuance July 11, 2016
CI17-01-08429	June 6, 2017	Workers Compensation Board vs. 5274398 Manitoba Ltd. t/a Cross Country Manufacturing and Doug Doerksen and Jonathan Doerksen and Tim Klassen	Notice of Garnishment June 6, 2017

In the Ontario Superior Court (Civil) for the Jurisdiction of Kent:

Court File Number	Registration Date	Title of Proceedings	Status/Last Document Filed
6754/17	August 16, 2017	Russel Metals Inc. vs. 5274398 Manitoba Ltd.	

This is Exhibit " 8 " referred to in the

Affidavit of JONATHAN DOERKSEN

SWORN before me this 5th day

of SEPTEMBER, A.D. 20 17

A Notary Public
in and for the Province of Manitoba

#15
Operating Loan Agreement with
Availment in Canadian Dollars

To: Bank of Montreal

Date: MARCH 20, 2012

The undersigned hereby requests Bank of Montreal (the "Bank") to provide a credit facility to the undersigned, subject to the following terms and conditions:

1. **DEFINED TERMS**

In this Agreement:

- 1.01 "Account" shall mean the Canadian Dollar Account No. 2610-1028-518 at the Bank.
- 1.02 "Facility Fee" shall mean a fixed monthly fee of \$ 200.00.
- 1.03 "Loan" shall mean the credit facility (if any) provided pursuant to this Agreement and the amount of the Loan shall mean at any time the aggregate of all amounts debited to the Account (including without limitation cheques, transfers, withdrawals, interest, costs, charges and fees) less the aggregate of all amounts credited to the Account for which the Bank has given value.
- 1.04 "Loan Limit" shall mean One Million Dollars (\$ 1,000,000.00) or such lesser amount as may be determined by the Bank from time to time including, without limitation, pursuant to a calculation under the Lending Margin Calculation, if any, set out in the Addendum hereto.
- 1.05 "Loan Rate" shall mean a rate equal to the Bank's Prime Rate plus Two and Three Quarter per cent (2.75%) per annum.
- 1.06 "Prime Rate" shall mean the floating annual rate of interest established from time to time by the Bank as the reference rate it will use to determine the rate of interest payable to the Bank by borrowers from the Bank in Canadian dollars in Canada and designated by the Bank as its Prime Rate. The Prime Rate on the date hereof is three per cent (3.00 %) per annum.
- 1.07 "Overdraft Rate" shall mean the annual rate of interest established from time to time by the Bank as the interest rate it will use to calculate the interest payable on overdrawn accounts and designated by the Bank as the "Overdraft Rate". The Overdraft Rate on the date hereof is Twenty One per cent (21.00%) per annum.

2. **ACCOUNT**

- 2.01 Cheques drawn and debits of other kinds made on the Account (including, without limitation, transfers and withdrawals) shall be drawn in Canadian dollars.
- 2.02 The undersigned shall not at any time permit the Loan to exceed the Loan Limit and shall use the Account for business purposes only.
- 2.03 The Bank is authorized to debit the Account for all fees and interest required hereunder and for all costs, charges and expenses referred to in paragraph 6.01 and in any other agreement(s) the undersigned has entered into with the Bank.

3. **FEES AND INTEREST**

- 3.01 The undersigned shall pay the Facility Fee to the Bank, on the last day of each month in addition to all other fees applicable to the Account. Notwithstanding paragraph 1.02, the amount of the Facility Fee may be revised by the Bank from time to time and the revised fee will be effective once the Bank advises the undersigned by notice as herein provided. The Facility Fee shall be payable for the credit facility provided hereunder and for other standard reporting services provided by the Bank in connection with the Account.

- 3.02 The undersigned shall, both before and after demand or judgment, pay interest at the Loan Rate on the daily closing balance of the Loan up to the Loan Limit, such interest to be calculated and payable monthly on the last day of each month.
- 3.03 The undersigned shall, both before and after demand or judgment, pay interest at the Overdraft Rate on the amount of any daily closing balance of the Loan in excess of the Loan Limit, such interest to be calculated and payable monthly on the last day of each month.
- 3.04 Nothing herein shall oblige the Bank to permit the Loan to exceed the Loan Limit. In the event the Loan exceeds the Loan Limit, (i) the Bank may at any time terminate the Loan hereunder and immediately demand payment of the Loan by notice as herein provided and (ii) for each occurrence the undersigned will be charged a fee of 1% per annum calculated on the amount of excess over the Loan Limit or \$100, whichever is greater, and a \$5 overdraft handling charge per item that creates or increases the excess.

4. DEMAND AND TERMINATION

- 4.01 The undersigned shall pay the Loan to the Bank ON DEMAND, regardless of any covenants, conditions, obligations or events of default set out herein including, without limitation, any provisions set out in the Addendum hereto. The Bank may at any time terminate the Loan provided hereunder and demand payment of the Loan by notice as herein provided.
- 4.02 THE BANK MAY REFUSE TO HONOUR ANY CHEQUE OR PERMIT ANY TRANSFER OR WITHDRAWAL FROM THE ACCOUNT UPON (A) ANY DEFAULT BY THE UNDERSIGNED IN THE PERFORMANCE OF ANY OBLIGATION OF THE UNDERSIGNED TO THE BANK WHETHER CONTAINED HEREIN OR IN ANY OTHER AGREEMENT BETWEEN THE UNDERSIGNED AND THE BANK, (B) THE DEATH OF ANY GUARANTOR OF ANY INDEBTEDNESS OF THE UNDERSIGNED OR RECEIPT BY THE BANK OF NOTICE OF TERMINATION OF ANY GUARANTEE OF ANY INDEBTEDNESS OF THE UNDERSIGNED, (C) THE LOAN EXCEEDING THE LOAN LIMIT, OR (D) ANY DEMAND BEING MADE FOR PAYMENT OF THE LOAN, WHETHER OR NOT ANY TIME PERIOD HAS LAPSED AFTER THE TIME OF THE DEMAND.

5. DOCUMENTATION

- 5.01 The undersigned shall deliver to the Bank from time to time, promptly on request, in form and substance satisfactory to the Bank:
- (a) any security required by the Bank; and
 - (b) all other documents and information required by the Bank.
- 5.02 Any security document delivered hereunder shall be held as additional security for the indebtedness of the undersigned for the Loan, and not in substitution or in satisfaction thereof.

6. COSTS

- 6.01 The undersigned shall pay all reasonable costs, charges and expenses incurred by the Bank in the preparation or enforcement of this Agreement or any security required in connection with the Loan.

7. NOTICES

- 7.01 The Bank shall not be required to notify the undersigned of changes to the Prime Rate or the Overdraft Rate or in the Bank's calculations of the Lending Margin Calculation, if any.
- 7.02 Any request for any document or information, notice of termination, demand for payment or other notice to be sent in connection with this Agreement or either of the Accounts may be delivered, or mailed by prepaid ordinary mail or transmitted by facsimile if to the undersigned (or any one of them, if more than one) at the last known address or facsimile number for the undersigned (or any one of them, if more than one) in the Bank's records or if to the Bank at the Branch where the Account is maintained. The undersigned or the Bank, as applicable, shall be deemed to have received such request or notice on the date of delivery, if delivered, on the first business day following the date of transmission if transmitted by facsimile, and four (4) days after mailing, if mailed.

8. AMENDED AND RESTATED AGREEMENT

- ☐ 8.01 This Agreement hereby amends and restates the Operating Loan
(Insert name of agreement)

Agreement dated the 17th day of April, 2009, as heretofore amended and supplemented from time to time (the "Existing Agreement"), between the undersigned and the Bank with effect as and from the date hereof (the "Effective Date"), the whole without any novation whatsoever.

- ☐ 8.02 The parties hereby expressly agree that as and from the Effective Date all of the undersigned's obligations, indebtedness and liabilities to the Bank under or pursuant to the Existing Agreement including, without limitation, the outstanding principal amount of the loan thereunder, all interest accrued thereon, all interest on overdue interest and all other amounts owing by the undersigned to the Bank under or pursuant to the Existing Agreement shall be governed by the terms hereof.
- ☐ 8.03 The undersigned hereby ratifies, confirms, acknowledges and agrees that it is and continues to be bound by all of the obligations, indebtedness and liabilities of and grants of security made by it under each of the security documents under, pursuant to or in connection with the Existing Agreement, including without limitation any agreement or instrument creating or granting a hypothec, security under the *Bank Act* (Canada), mortgage, pledge, fixed or floating charge, assignment by way of security or any other security interest securing payment or performance of an obligation under or pursuant to the Existing Agreement (herein, collectively, the "Security Documents") and each certificate or other document delivered pursuant to or in connection with the Existing Agreement or the Security Document (the Security Documents and such certificates or other documents are herein, collectively, the "Loan Documents"), and the undersigned acknowledges that the Bank is relying expressly upon the Loan Documents and such ratifications, confirmations, acknowledgements and agreements by the undersigned herein in entering into this Agreement and providing any accommodations hereunder, notwithstanding the amendment and restatement set forth herein.
- ☐ 8.04 As and from the Effective Date, all references to the Existing Agreement in any of the Loan Documents shall be construed as being a reference to the Existing Agreement as amended and restated by this Agreement.
- ☐ 8.05 This Article 8 is made under express reserve of all the terms and conditions of this Agreement and the Loan Documents and all rights in favour of the Bank hereunder and thereunder and without novation of any kind or derogation from the rank and priority of the Security Documents. Without derogating from or restricting in any way the Security Documents, all obligations under or pursuant to the Existing Agreement and hereunder shall continue to be secured by the Security Documents. All of the provisions of this Article 8 are without novation.

9. GENERAL

- 9.01 The provisions of the Addendum, if any, shall be incorporated into this Agreement and form part hereof.
- 9.02 The Bank's statements of the Account at any time shall constitute prima facie evidence of the Loan.
- 9.03 The undersigned will immediately notify the Bank if any guarantor of the indebtedness of the undersigned to the Bank dies.
- 9.04 This Agreement shall be binding upon the undersigned and the respective executors, administrators, successors and assigns of the undersigned, but the undersigned shall not assign any of the rights or obligations of the undersigned hereunder without the prior written consent of the Bank.
- 9.05 The failure of either the undersigned or the Bank to require performance by the other of any provision hereof shall in no way affect the right thereafter to enforce such provision; nor shall the waiver by either party of any breach of any covenant, condition or proviso of this Agreement or any other agreement between the Bank and the undersigned be taken or held to be a waiver of any further breach of the same covenant, condition or proviso.
- 9.06 Subject to Article 8 above (if applicable) this Agreement shall be in addition to and not in substitution for any other agreement between the undersigned and the Bank.
- 9.07 The undersigned agrees that the balance shown in any statement of the Account provided to the undersigned shall be deemed to be a correct and accurate statement of the Loan as at the date of the statement.
- 9.08 All payments relating to the Loan made by the undersigned pursuant to this Agreement shall be paid in Canadian dollars.

Any obligation of the undersigned under this Agreement to make payments in U.S. dollars shall not be discharged or satisfied by any tender or recovery pursuant to any judgment expressed in or converted into Canadian dollars except to the extent that such tender or recovery shall result in the effective receipt by the

Bank of the full equivalent amount of U.S. dollars so payable hereunder. Accordingly, the obligation of the undersigned shall be enforceable as an alternative or additional cause of action for the purpose of recovery in Canadian dollars of the amount (if any) by which such payment of a U.S. dollar obligation hereunder in a currency other than U.S. dollars shall fall short of the full amount of U.S. dollars so payable hereunder and shall not be affected by any judgment being obtained for any other sums due hereunder.

- 9.09 If any other provision of this Agreement would oblige the undersigned to pay or entitle the Bank to receive any amount that is prohibited by law, then, notwithstanding such provision, such amount shall be deemed to have been adjusted with retroactive effect to the maximum permitted amount by law. Notwithstanding the foregoing, if the Bank receives an amount in excess of the maximum permitted, then the undersigned shall be entitled, on providing written notice to the Bank, to obtain reimbursement of such excess. Pending reimbursement, such excess shall be deemed to be payable by the Bank. The Bank and the undersigned disavow any intent to receive or pay any amount in excess of that is permitted by law.
- 9.10 Time shall be of the essence of this Agreement.
- 9.11 If more than one party signs this Agreement, the obligations of the undersigned are joint and several.
- 9.12 It is the express wish of the parties that this Agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

By executing this Agreement below the undersigned hereby agrees to the foregoing terms and conditions.

DATED as of the date set forth above.

5274398 MANITOBA LTD.

By: 
Name: JONATHAN DOERKSEN
Title: PRESIDENT

By: 
Name: TIM KLUSSEN
Title: _____

® Registered trade-marks of Bank of Montreal

**ADDENDUM TO
OPERATING LOAN AGREEMENT**

Lending Margin Calculation and/or Additional Provisions

The Bank may in its discretion reduce the Loan Limit by the amount of any other indebtedness or liability of the undersigned (or any one of them, if more than one) to the Bank including, without limitation, the amount of any bankers acceptances or letters of credit.

Without limiting the foregoing, the following Lending Margin Calculation is applicable to the attached Loan Agreement. The calculation and the amount of the Lending Margin Calculation is in the sole and complete discretion of the Bank, and in cases of dispute, the Lending Margin Calculation calculated by the Bank shall prevail.

The Lending Margin Calculation (if applicable) shall be an amount equal to:

75% OF THE BANK'S VALUATION OF GOOD QUALITY ASSIGNED CANADIAN ACCOUNTS RECEIVABLE (60% OF U.S. RECEIVABLES), AFTER DEDUCTING: AMOUNTS OVER 61 DAYS PAST DUE, DOUBTFUL ACCOUNTS, ACCOUNTS IN DISPUTE, INTER-COMPANY ACCOUNTS, CONTRA-ACCOUNTS, UNREMITTED SOURCE DEDUCTIONS, LIENABLE PAYABLES, AND ANY OTHER UNACCEPTABLE ACCOUNTS.
PLUS: 50% OF THE BANK'S VALUATION OF ASSIGNED INVENTORY AS AT YEAR END ONLY, WHICH IS FREE AND CLEAR, EXCLUDING: WORK IN PROGRESS, & INVENTORY SUBJECT TO PRIOR CHARGE OR ON A CONSIGNMENT BASIS {MARGIN CAP OF \$500M ON INVENTORY}.

To: Bank of Montreal

District Manitoba		Amendment No. 1
Branch of Account 1565 Regent Ave W Winnipeg, MB R2C3B3	Account No. 2610-1028-518	Date JANUARY 4, 2013

WHEREAS the undersigned has entered into a Operating Loan Agreement dated the 20 day of March, 2012 as
(Insert actual name of the Agreement to be amended)
amended and supplemented from time to time (the "Existing Agreement") with Bank of Montreal (the "Bank");

AND WHEREAS the undersigned and the Bank wish to amend the terms of the Existing Agreement in accordance herewith;

NOW THEREFORE, the undersigned agree with the Bank that the Existing Agreement be amended effective from the date hereof as follows:

1. Paragraph(s) 1.02, 1.04, 1.05 of the Existing Agreement is/are amended to read as follows:

1.02 "Facility Fee" shall mean a fixed monthly fee of \$300.00.

1.04 "Loan Limit" shall mean One Million Five Hundred Thousand and 00/100 Canadian Dollars (\$1,500,000.00) until February 28, 2013 at which time the "Loan Limit" shall revert back to One Million and 00/100 Canadian Dollars (\$1,000,000.00) or such lesser amount as may be determined by the Bank from time to time including, without limitation, pursuant to a calculation under the Lending Margin Calculation, if any, set out in the Addendum hereto.

1.05 "Loan Rate" shall mean a rate equal to the Bank's Prime Rate Plus Two per cent (2.00%) per annum.

2. The Addendum to the Agreement is amended to read as follows:

Monthly margining: 75% of the bank's valuation of good quality assigned Canadian accounts receivable (60% of U.S. Receivables), after deducting: amounts over 61 days past due, doubtful accounts, accounts in dispute, inter-company accounts, contra-accounts, unremitted source deductions, lienable payables, and any other unacceptable accounts. Plus 50% of the bank's valuation of assigned inventory as at year end only, which is free and clear, excluding: work in progress, & inventory subject to prior charge or on a consignment basis (cap of \$750,000.00, temporary until Feb 28/13 then reducing to \$500,000.00)

Reporting:

1. Submission of annual (minimum review engagement) accountant prepared financial statements no later than 120 days post year-end.
2. For monitoring purposes only the borrower shall provide monthly aged; receivables and payables by the 25th day of the following month.
3. Commencing august 2013, monthly inventory listings will accompany the monthly listings of accounts receivable and accounts payable.

3. The undersigned hereby ratifies, confirms, acknowledges and agrees that it is and continues to be bound by all of the obligations, indebtedness and liabilities of and grants of security made by it under each of the security documents under, pursuant to or in connection with the Existing Agreement, including without limitation any agreement or instrument creating or granting a hypothec, security under the *Bank Act* (Canada), mortgage, pledge, fixed or floating charge, assignment by way of security or any other security interest securing payment or performance of an obligation under or pursuant to the Existing Agreement (herein, collectively, the "Security Documents") and each certificate or other document delivered pursuant to or in connection with the Existing Agreement or the Security Document (the Security Documents and such certificates or other documents are herein, collectively, the "Loan Documents"), and the undersigned acknowledges that the Bank is relying expressly upon the Loan Documents and such ratifications, confirmations, acknowledgements and agreements by the undersigned herein in entering into this Agreement and providing any accommodations under the Existing Agreement, as hereby amended, notwithstanding any amendment or restatement set forth herein.
4. As and from the date hereof, all references to the Existing Agreement in any of the Loan Documents shall be construed as being a reference to the Existing Agreement, as hereby amended and restated.
5. This Agreement is made under express reserve of all the terms and conditions of the Loan Documents and all rights in favour of the Bank hereunder and thereunder and without novation of any kind or derogation from the rank and priority of the Security Documents. Without derogating from or restricting in any way the Security Documents, all present and future obligations under or pursuant to the Existing Agreement, as hereby amended, shall continue to be secured by the Security Documents. All of the provisions hereof are without novation.
6. All other terms and conditions of the Existing Agreement remain in full force and effect, unamended.
7. The undersigned declares that it is his/its express wish that this document and all related documents be drawn up in English. *Le soussigné déclare que le présent document ainsi que tous les documents qui s'y rattachent, sont rédigés en anglais selon sa volonté expresse.*

IN WITNESS WHEREOF, this Agreement has been executed by the undersigned as of the date set forth above.

5274398 Manitoba Ltd. O/A Cross Country Manufacturing

By: 
Name: Douglas Doerksen
Title: Authorized Signatory

By: 
Name: Tim Klabson
Title: Authorized Signatory

To: Bank of Montreal

District Manitoba		Amendment No. 2
Branch of Account 1565 Regent Ave W, Winnipeg, MB R2C 3B3	Account No. 2610 1028-518	Date <i>MARCH 11 / 2013</i>

WHEREAS the undersigned has entered into a Operating Loan Agreement dated the 20th day of March, 2012 as
(Insert actual name of the Agreement to be amended)
amended and supplemented from time to time (the "Existing Agreement") with Bank of Montreal (the "Bank");

AND WHEREAS the undersigned and the Bank wish to amend the terms of the Existing Agreement in accordance herewith;

NOW THEREFORE, the undersigned agree with the Bank that the Existing Agreement be amended effective from the date hereof as follows:

1. Paragraph(s) 1.04 of the Existing Agreement is/are amended to read as follows:

"Loan Limit" shall mean Two Million and 00/100 Dollars (\$2,000,000.00) or such lesser amount as may be determined by the Bank from time to time including, without limitation, pursuant to a calculation under the Lending Margin Calculation, if any, set out in the Addendum hereto.

2. The Addendum to the Agreement is amended to read as follows:

Monthly Margining

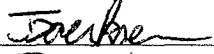
75% of the Bank's valuation of good quality assigned Canadian accounts receivables (60% of U.S. Receivables), after deducting: amounts 61 days or more past due, doubtful accounts, accounts in dispute, inter-company accounts, contra-accounts, unremitted source deductions, lienable payables, and any other unacceptable accounts; plus 50% of the Bank's valuation of assigned inventory as at year end only, which is free and clear, excluding: work in progress, & inventory subject to prior charge or on a consignment basis (Cap of \$1,000,000.00). Monthly inventory lists to be provided starting August 2013.

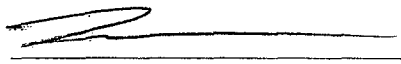
3. The undersigned hereby ratifies, confirms, acknowledges and agrees that it is and continues to be bound by all of the obligations, indebtedness and liabilities of and grants of security made by it under each of the security documents under, pursuant to or in connection with the Existing Agreement, including without limitation any agreement or instrument creating or granting a hypothec, security under the *Bank Act* (Canada), mortgage, pledge, fixed or floating charge, assignment by way of security or any other security interest securing payment or performance of an obligation under or pursuant to the Existing Agreement (herein, collectively, the "Security Documents") and each certificate or other document delivered pursuant to or in connection with the Existing Agreement or the Security Document (the Security Documents and such certificates or other documents are herein, collectively, the "Loan Documents"), and the undersigned acknowledges that the Bank is relying expressly upon the Loan Documents and such ratifications, confirmations, acknowledgements and agreements by the undersigned herein in entering into this Agreement and providing any accommodations under the Existing Agreement, as hereby amended, notwithstanding any amendment or restatement set forth herein.
4. As and from the date hereof, all references to the Existing Agreement in any of the Loan Documents shall be construed as being a reference to the Existing Agreement, as hereby amended and restated.

5. This Agreement is made under express reserve of all the terms and conditions of the Loan Documents and all rights in favour of the Bank hereunder and thereunder and without novation of any kind or derogation from the rank and priority of the Security Documents. Without derogating from or restricting in any way the Security Documents, all present and future obligations under or pursuant to the Existing Agreement, as hereby amended, shall continue to be secured by the Security Documents. All of the provisions hereof are without novation.
6. All other terms and conditions of the Existing Agreement remain in full force and effect, unamended.
7. The undersigned declares that it is his/its express wish that this document and all related documents be drawn up in English. *Le soussigné déclare que le présent document ainsi que tous les documents qui s'y rattachent, sont rédigés en anglais selon sa volonté expresse.*

IN WITNESS WHEREOF, this Agreement has been executed by the undersigned as of the date set forth above.

5274398 Manitoba Ltd. O/A Cross Country Manufacturing

By: 
Name: JONATHAN DOERKSEN
Title: *Authorized Signatory* **PRESIDENT**

By: 
Name: TIM ALANSON
Title: *Authorized Signatory*

® Registered trade-marks of Bank of Montreal

Operating Loan Agreement with
Availment in Canadian Dollars

To: Bank of Montreal

Date: Sep. 3, 2015

The undersigned hereby requests Bank of Montreal (the "Bank") to provide a credit facility to the undersigned, subject to the following terms and conditions:

1. **DEFINED TERMS**

In this Agreement:

- 1.01 "Account" shall mean the Canadian Dollar Account No. 2610-1028-518 at the Bank.
- 1.02 "Facility Fee" shall mean a fixed monthly fee of \$ 300.00.
- 1.03 "Loan" shall mean the credit facility (if any) provided pursuant to this Agreement and the amount of the Loan shall mean at any time the aggregate of all amounts debited to the Account (including without limitation cheques, transfers, withdrawals, interest, costs, charges and fees) less the aggregate of all amounts credited to the Account for which the Bank has given value.
- 1.04 "Loan Limit" shall mean Two Million Four Hundred Thousand Dollars (\$ 2,400,000.00) or such lesser amount as may be determined by the Bank from time to time including, without limitation, pursuant to a calculation under the Lending Margin Calculation, if any, set out in the Addendum hereto.
- 1.05 "Loan Rate" shall mean a rate equal to the Bank's Prime Rate plus Two per cent (2.00%) per annum.
- 1.06 "Prime Rate" shall mean the floating annual rate of interest established from time to time by the Bank as the reference rate it will use to determine the rate of interest payable to the Bank by borrowers from the Bank in Canadian dollars in Canada and designated by the Bank as its Prime Rate. The Prime Rate on the date hereof is Two point seven per cent (2.70%) per annum.
- 1.07 "Overdraft Rate" shall mean the annual rate of interest established from time to time by the Bank as the interest rate it will use to calculate the interest payable on overdrawn accounts and designated by the Bank as the "Overdraft Rate". The Overdraft Rate on the date hereof is Twenty One per cent (21.00%) per annum.

2. **ACCOUNT**

- 2.01 Cheques drawn and debits of other kinds made on the Account (including, without limitation, transfers and withdrawals) shall be drawn in Canadian dollars.
- 2.02 The undersigned shall not at any time permit the Loan to exceed the Loan Limit and shall use the Account for business purposes only.
- 2.03 The Bank is authorized to debit the Account for all fees and interest required hereunder and for all costs, charges and expenses referred to in paragraph 6.01 and in any other agreement(s) the undersigned has entered into with the Bank.

3. **FEES AND INTEREST**

- 3.01 The undersigned shall pay the Facility Fee to the Bank, on the last day of each month in addition to all other fees applicable to the Account. Notwithstanding paragraph 1.02, the amount of the Facility Fee may be revised by the Bank from time to time and the revised fee will be effective once the Bank advises the undersigned by notice as herein provided. The Facility Fee shall be payable for the credit facility provided hereunder and for other standard reporting services provided by the Bank in connection with the Account.
- 3.02 The undersigned shall, both before and after demand or judgment, pay interest at the Loan Rate on the daily closing balance of the Loan up to the Loan Limit, such interest to be calculated and payable monthly on the last day of each month.

3.03 The undersigned shall, both before and after demand or judgment, pay interest at the Overdraft Rate on the amount of any daily closing balance of the Loan in excess of the Loan Limit, such interest to be calculated and payable monthly on the last day of each month.

3.04 Nothing herein shall oblige the Bank to permit the Loan to exceed the Loan Limit. In the event the Loan exceeds the Loan Limit, (i) the Bank may at any time terminate the Loan hereunder and immediately demand payment of the Loan by notice as herein provided and (ii) for each occurrence the undersigned will be charged a fee of 1% per annum calculated on the amount of excess over the Loan Limit or \$100, whichever is greater, and a \$5 overdraft handling charge per item that creates or increases the excess.

4. DEMAND AND TERMINATION

4.01 The undersigned shall pay the Loan to the Bank ON DEMAND, regardless of any covenants, conditions, obligations or events of default set out herein including, without limitation, any provisions set out in the Addendum hereto. The Bank may at any time terminate the Loan provided hereunder and demand payment of the Loan by notice as herein provided.

4.02 THE BANK MAY REFUSE TO HONOUR ANY CHEQUE OR PERMIT ANY TRANSFER OR WITHDRAWAL FROM THE ACCOUNT UPON (A) ANY DEFAULT BY THE UNDERSIGNED IN THE PERFORMANCE OF ANY OBLIGATION OF THE UNDERSIGNED TO THE BANK WHETHER CONTAINED HEREIN OR IN ANY OTHER AGREEMENT BETWEEN THE UNDERSIGNED AND THE BANK, (B) THE DEATH OF ANY GUARANTOR OF ANY INDEBTEDNESS OF THE UNDERSIGNED OR RECEIPT BY THE BANK OF NOTICE OF TERMINATION OF ANY GUARANTEE OF ANY INDEBTEDNESS OF THE UNDERSIGNED, (C) THE LOAN EXCEEDING THE LOAN LIMIT, OR (D) ANY DEMAND BEING MADE FOR PAYMENT OF THE LOAN, WHETHER OR NOT ANY TIME PERIOD HAS LAPSED AFTER THE TIME OF THE DEMAND.

5. DOCUMENTATION

5.01 The undersigned shall deliver to the Bank from time to time, promptly on request, in form and substance satisfactory to the Bank:

(a) any security required by the Bank; and

(b) all other documents and information required by the Bank.

5.02 Any security document delivered hereunder shall be held as additional security for the indebtedness of the undersigned for the Loan, and not in substitution or in satisfaction thereof.

6. COSTS

6.01 The undersigned shall pay all reasonable costs, charges and expenses incurred by the Bank in the preparation or enforcement of this Agreement or any security required in connection with the Loan.

7. NOTICES

7.01 The Bank shall not be required to notify the undersigned of changes to the Prime Rate or the Overdraft Rate or in the Bank's calculations of the Lending Margin Calculation, if any.

7.02 Any request for any document or information, notice of termination, demand for payment or other notice to be sent in connection with this Agreement or either of the Accounts may be delivered, or mailed by prepaid ordinary mail or transmitted by facsimile if to the undersigned (or any one of them, if more than one) at the last known address or facsimile number for the undersigned (or any one of them, if more than one) in the Bank's records or if to the Bank at the Branch where the Account is maintained. The undersigned or the Bank, as applicable, shall be deemed to have received such request or notice on the date of delivery, if delivered, on the first business day following the date of transmission if transmitted by facsimile, and four (4) days after mailing, if mailed.

8. AMENDED AND RESTATED AGREEMENT

☐ 8.01 This Agreement hereby amends and restates the Operating Loan Agreement
(Insert name of agreement)

Agreement dated the 20th day of March, 2012, as heretofore amended and supplemented from time to time (the "Existing Agreement"), between the undersigned and the Bank with effect as and from the date hereof (the "Effective Date"), the whole without any novation whatsoever.

- ☐ 8.02 The parties hereby expressly agree that as and from the Effective Date all of the undersigned's obligations, indebtedness and liabilities to the Bank under or pursuant to the Existing Agreement including, without limitation, the outstanding principal amount of the loan thereunder, all interest accrued thereon, all interest on overdue interest and all other amounts owing by the undersigned to the Bank under or pursuant to the Existing Agreement shall be governed by the terms hereof.
- ☐ 8.03 The undersigned hereby ratifies, confirms, acknowledges and agrees that it is and continues to be bound by all of the obligations, indebtedness and liabilities of and grants of security made by it under each of the security documents under, pursuant to or in connection with the Existing Agreement, including without limitation any agreement or instrument creating or granting a hypothec, security under the *Bank Act* (Canada), mortgage, pledge, fixed or floating charge, assignment by way of security or any other security interest securing payment or performance of an obligation under or pursuant to the Existing Agreement (herein, collectively, the "Security Documents") and each certificate or other document delivered pursuant to or in connection with the Existing Agreement or the Security Document (the Security Documents and such certificates or other documents are herein, collectively, the "Loan Documents"), and the undersigned acknowledges that the Bank is relying expressly upon the Loan Documents and such ratifications, confirmations, acknowledgements and agreements by the undersigned herein in entering into this Agreement and providing any accommodations hereunder, notwithstanding the amendment and restatement set forth herein.
- ☐ 8.04 As and from the Effective Date, all references to the Existing Agreement in any of the Loan Documents shall be construed as being a reference to the Existing Agreement as amended and restated by this Agreement.
- ☐ 8.05 This Article 8 is made under express reserve of all the terms and conditions of this Agreement and the Loan Documents and all rights in favour of the Bank hereunder and thereunder and without novation of any kind or derogation from the rank and priority of the Security Documents. Without derogating from or restricting in any way the Security Documents, all obligations under or pursuant to the Existing Agreement and hereunder shall continue to be secured by the Security Documents. All of the provisions of this Article 8 are without novation.

9. GENERAL

- 9.01 The provisions of the Addendum, if any, shall be incorporated into this Agreement and form part hereof.
- 9.02 The Bank's statements of the Account at any time shall constitute prima facie evidence of the Loan.
- 9.03 The undersigned will immediately notify the Bank if any guarantor of the indebtedness of the undersigned to the Bank dies.
- 9.04 This Agreement shall be binding upon the undersigned and the respective executors, administrators, successors and assigns of the undersigned, but the undersigned shall not assign any of the rights or obligations of the undersigned hereunder without the prior written consent of the Bank.
- 9.05 The failure of either the undersigned or the Bank to require performance by the other of any provision hereof shall in no way affect the right thereafter to enforce such provision; nor shall the waiver by either party of any breach of any covenant, condition or proviso of this Agreement or any other agreement between the Bank and the undersigned be taken or held to be a waiver of any further breach of the same covenant, condition or proviso.
- 9.06 Subject to Article 8 above (if applicable) this Agreement shall be in addition to and not in substitution for any other agreement between the undersigned and the Bank.
- 9.07 The undersigned agrees that the balance shown in any statement of the Account provided to the undersigned shall be deemed to be a correct and accurate statement of the Loan as at the date of the statement.
- 9.08 All payments relating to the Loan made by the undersigned pursuant to this Agreement shall be paid in Canadian dollars.

Any obligation of the undersigned under this Agreement to make payments in U.S. dollars shall not be discharged or satisfied by any tender or recovery pursuant to any judgment expressed in or converted into Canadian dollars except to the extent that such tender or recovery shall result in the effective receipt by the Bank of the full equivalent amount of U.S. dollars so payable hereunder. Accordingly, the obligation of the

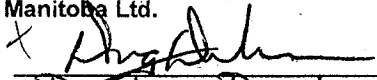
undersigned shall be enforceable as an alternative or additional cause of action for the purpose of recovery in Canadian dollars of the amount (if any) by which such payment of a U.S. dollar obligation hereunder in a currency other than U.S. dollars shall fall short of the full amount of U.S. dollars so payable hereunder and shall not be affected by any judgment being obtained for any other sums due hereunder.

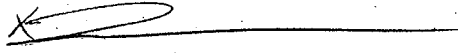
- 9.09 If any other provision of this Agreement would oblige the undersigned to pay or entitle the Bank to receive any amount that is prohibited by law, then, notwithstanding such provision, such amount shall be deemed to have been adjusted with retroactive effect to the maximum permitted amount by law. Notwithstanding the foregoing, if the Bank receives an amount in excess of the maximum permitted, then the undersigned shall be entitled, on providing written notice to the Bank, to obtain reimbursement of such excess. Pending reimbursement, such excess shall be deemed to be payable by the Bank. The Bank and the undersigned disavow any intent to receive or pay any amount in excess of that is permitted by law.
- 9.10 Time shall be of the essence of this Agreement.
- 9.11 If more than one party signs this Agreement, the obligations of the undersigned are joint and several.
- 9.12 It is the express wish of the parties that this Agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

By executing this Agreement below the undersigned hereby agrees to the foregoing terms and conditions.

DATED as of the date set forth above.

5274398 Manitoba Ltd.

By: 
Name: Douglas Doerksen
Title: Authorized Signatory

By: 
Name: Tim Klassen
Title: Authorized Signatory

® Registered trade-marks of Bank of Montreal

**ADDENDUM TO
OPERATING LOAN AGREEMENT**

Lending Margin Calculation and/or Additional Provisions

The Bank may in its discretion reduce the Loan Limit by the amount of any other indebtedness or liability of the undersigned (or any one of them, if more than one) to the Bank including, without limitation, the amount of any bankers acceptances or letters of credit.

Without limiting the foregoing, the following Lending Margin Calculation is applicable to the attached Loan Agreement. The calculation and the amount of the Lending Margin Calculation is in the sole and complete discretion of the Bank, and in cases of dispute, the Lending Margin Calculation calculated by the Bank shall prevail.

The Lending Margin Calculation (if applicable) shall be an amount equal to:

Monthly Margining:

75% of the bank's valuation of good quality assigned Canadian accounts receivable (60% of U.S. receivables), after deducting: amounts 61 days or more past due, doubtful accounts, inter-company accounts, holdbacks, contra accounts, accounts in dispute, prior claims, progress billings and lienable accounts payable; plus 50% of the bank's valuation of assigned inventory after deducting work in progress, prior claims, obsolete inventory, unsaleable inventory, subject to maximum margin value of inventory at no more than \$1,000,000.00.

Amending August 2015 inventory listing which includes breakdown of inventory shall be obtained annually as of fiscal year end date of July 31st. That listing will be due no later than August 25th. Internally prepared inventory listing is to be supported by signed LF151, complete with full details on source deductions, etc. in the event a monthly inventory listing is not provided - the amount shall be deemed to be zero by the bank, with no margin value accorded to inventory, until full inventory listing is provided.

Reporting Requirements (Amended August 2015):

1. Submission of annual (minimum review engagement) accountant prepared financial statements no later than 120 days post year-end.
2. Submission of monthly aged accounts receivable and payable lists, as of the 25th of every month, and inventory list along with signed LF151 as of fiscal y/e, TBO annually as of August 25th. To be used in monthly margin calculation.
3. Updated personal Financial Statements from each of the guarantors at annual review.

To: Bank of Montreal

District Prairies Central Canada		Amendment No. 4
Branch of Account 335 Main Street Winnipeg, MB R3C 1C2	Account No. 2610-1028-518	Date <i>Apr 1 / 16</i>

WHEREAS the undersigned has entered into a Operating Loan Agreement dated the 20th day of March, 2012 as
(Insert actual name of the Agreement to be amended)
amended and supplemented from time to time (the "Existing Agreement") with Bank of Montreal (the "Bank");

AND WHEREAS the undersigned and the Bank wish to amend the terms of the Existing Agreement in accordance herewith;

NOW THEREFORE, the undersigned agree with the Bank that the Existing Agreement be amended effective from the date hereof as follows:

1. Paragraph(s) 1.04 of the Existing Agreement is/are amended to read as follows:

1.04 "Loan Limit" shall mean Three Million Five Hundred Thousand Dollars (\$3,500,000.00) or such lesser amount as may be determined by the Bank from time to time including, without limitation, pursuant to a calculation under the Lending Margin Calculation, if any, set out in the Addendum hereto.

2. The Addendum to the Agreement is amended to read as follows:

Amended margin from inventory cap of \$1,000,000.00 to cap of \$2,000,000.00 with this application.
Borrower to provide LF151 listings quarterly for margin requirements.

All other conditions to remain the same.

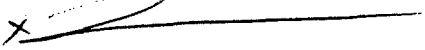
3. The undersigned hereby ratifies, confirms, acknowledges and agrees that it is and continues to be bound by all of the obligations, indebtedness and liabilities of and grants of security made by it under each of the security documents under, pursuant to or in connection with the Existing Agreement, including without limitation any agreement or instrument creating or granting a hypothec, security under the *Bank Act* (Canada), mortgage, pledge, fixed or floating charge, assignment by way of security or any other security interest securing payment or performance of an obligation under or pursuant to the Existing Agreement (herein, collectively, the "Security Documents") and each certificate or other document delivered pursuant to or in connection with the Existing Agreement or the Security Document (the Security Documents and such certificates or other documents are herein, collectively, the "Loan Documents"), and the undersigned acknowledges that the Bank is relying expressly upon the Loan Documents and such ratifications, confirmations, acknowledgements and agreements by the undersigned herein in entering into this Agreement and providing any accommodations under the Existing Agreement, as hereby amended, notwithstanding any amendment or restatement set forth herein.
4. As and from the date hereof, all references to the Existing Agreement in any of the Loan Documents shall be construed as being a reference to the Existing Agreement, as hereby amended and restated.
5. This Agreement is made under express reserve of all the terms and conditions of the Loan Documents and all rights in favour of the Bank hereunder and thereunder and without novation of any kind or derogation from the rank and priority of the Security Documents. Without derogating from or restricting in any way the Security Documents, all present and future obligations under or pursuant to the Existing Agreement, as

hereby amended, shall continue to be secured by the Security Documents. All of the provisions hereof are without novation.

6. All other terms and conditions of the Existing Agreement remain in full force and effect, unamended.
7. The undersigned declares that it is his/its express wish that this document and all related documents be drawn up in English. *Le soussigné déclare que le présent document ainsi que tous les documents qui s'y rattachent, sont rédigés en anglais selon sa volonté expresse.*

IN WITNESS WHEREOF, this Agreement has been executed by the undersigned as of the date set forth above.

5274398 MANITOBA LTD.

By: 
Name: Tim Klassen
Title: Authorized Signatory

By: 
Name: Douglas Doerkson
Title: Authorized Signatory

To: Bank of Montreal

District Prairies Central Canada		Amendment No.
Branch of Account 335 Main St Winnipeg, MB R3C1C2	Account No. 2610-1028-518	Date August 8, 2017

WHEREAS the undersigned has entered into a Operating Loan Agreement dated the 20th day of March, 2012 as
(Insert actual name of the Agreement to be amended)
amended and supplemented from time to time (the "Existing Agreement") with Bank of Montreal (the "Bank");

AND WHEREAS the undersigned and the Bank wish to amend the terms of the Existing Agreement in accordance herewith;

NOW THEREFORE, the undersigned agree with the Bank that the Existing Agreement be amended effective from the date hereof as follows:

1. Paragraph(s) N/A of the Existing Agreement is/are amended to read as follows:

N/A

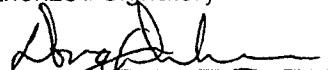
2. The Addendum to the Agreement is amended to read as follows:
Removal of margin.
3. The undersigned hereby ratifies, confirms, acknowledges and agrees that it is and continues to be bound by all of the obligations, indebtedness and liabilities of and grants of security made by it under each of the security documents under, pursuant to or in connection with the Existing Agreement, including without limitation any agreement or instrument creating or granting a hypothec, security under the *Bank Act* (Canada), mortgage, pledge, fixed or floating charge, assignment by way of security or any other security interest securing payment or performance of an obligation under or pursuant to the Existing Agreement (herein, collectively, the "Security Documents") and each certificate or other document delivered pursuant to or in connection with the Existing Agreement or the Security Document (the Security Documents and such certificates or other documents are herein, collectively, the "Loan Documents"), and the undersigned acknowledges that the Bank is relying expressly upon the Loan Documents and such ratifications, confirmations, acknowledgements and agreements by the undersigned herein in entering into this Agreement and providing any accommodations under the Existing Agreement, as hereby amended, notwithstanding any amendment or restatement set forth herein.
4. As and from the date hereof, all references to the Existing Agreement in any of the Loan Documents shall be construed as being a reference to the Existing Agreement, as hereby amended and restated.
5. This Agreement is made under express reserve of all the terms and conditions of the Loan Documents and all rights in favour of the Bank hereunder and thereunder and without novation of any kind or derogation from the rank and priority of the Security Documents. Without derogating from or restricting in any way the Security Documents, all present and future obligations under or pursuant to the Existing Agreement, as hereby amended, shall continue to be secured by the Security Documents. All of the provisions hereof are without novation.
6. All other terms and conditions of the Existing Agreement remain in full force and effect, unamended.

7. The undersigned declares that it is his/its express wish that this document and all related documents be drawn up in English. *Le soussigné déclare que le présent document ainsi que tous les documents qui s'y rattachent, sont rédigés en anglais selon sa volonté expresse.*

IN WITNESS WHEREOF, this Agreement has been executed by the undersigned as of the date set forth above.

5274398 Manitoba Ltd.

By: 
Name: JONATHAN DOERKSEN
Title: Authorized Signatory

By: 
Name: Douglas Doerkson
Title: Authorized Signatory

This is Exhibit " 9 " referred to in the

Affidavit of JONATHAN DOERKSEN

SWORN before me this 5TH day

of SEPTEMBER, A.D. 20 17

A Notary Public
in and for the Province of Manitoba

SECURITY AGREEMENT

To Bank of Montreal:

The undersigned (hereinafter called the "Debtor") hereby enters into this Security Agreement with the Bank of Montreal (hereinafter called the "Bank") for valuable consideration and as a general and continuing security for the repayment of all present and future indebtedness of the Debtor to the Bank and interest thereon and for the payment and discharge of all other present and future liabilities and obligations, direct or indirect, absolute or contingent, of the Debtor to the Bank, including future advances or other value to the Debtor by the Bank whether or not such future advances or value are given pursuant to a commitment, and for any present and future indebtedness of any person, firm or corporation whose indebtedness to the Bank is guaranteed at any time by the Debtor to the Bank (all such indebtedness, interest, liabilities and obligations being hereinafter collectively called the "Obligations").

List all premises and asset locations, by schedule, if necessary.

1. The Debtor hereby represents and warrants to the Bank that it has assets at the following locations in Manitoba:
Unit 2 - 418 South Railway Street
Morden, Manitoba R6M 2G2

Attach a schedule, if equipment is to be listed.

2. The Debtor hereby

(a) grants, bargains, assigns, transfers, sets over, mortgages and charges to the Bank as and by way of a fixed and specific mortgage and charge, and grants to the Bank a security interest in, all its present and future equipment, including without limiting the generality of the foregoing, all fixtures, plant, machinery, tools and furniture now or hereafter owned or acquired or in which the Debtor has an interest and any equipment specifically listed or otherwise described in any Schedule hereto, (all of which is hereinafter collectively called the "Equipment"); and

(b) grants, bargains, assigns, transfers, sets over, mortgages and charges to the Bank, and grants to the Bank a security interest in, all its present and future inventory, including, without limiting the generality of the foregoing, all raw materials, goods in process, finished goods and packaging material and goods acquired or held for sale or furnished or to be furnished under contracts of rental or service (all of which is hereinafter collectively called the "Inventory"); and

(c) assigns, transfers and sets over to the Bank, and grants to the Bank a security interest in, all its present and future debts, including, and without limiting the generality of the foregoing, accounts, contract rights, claims, monies and choses in action of every nature now due or hereafter to become due and owing to or owned by the Debtor (all of which is hereinafter collectively called the "Receivables"); and

(d) assigns, transfers and sets over to the Bank, and grants to the Bank a security interest in, all its present and future intangibles, including, without limiting the generality of the foregoing, all chattel paper, goodwill, patents, trademarks, copyrights, warehouse receipts, bills of lading, shares, warrants, bonds, debentures, debenture stock, bills, notes, instruments, writings, and other documents or industrial paper of every kind and nature, including without limitation client lists, client records and client files, now or hereafter owned or acquired or re-acquired by the Debtor or in which the Debtor has an interest (all of which is hereinafter collectively call the "Intangibles"); and

(e) grants, bargains, assigns, transfers, sets over, mortgages and charges to the Bank as and by way of a fixed and specific mortgage and charge, and grants to the Bank a security interest in, all personal property in any form or fixtures derived directly or indirectly from any dealing with the personal property referred to in this clause 2, and includes payment representing indemnity or compensation for loss or damage to the personal property referred to in this clause 2 (all of which is hereinafter collectively called the "Proceeds"); and

(f) charges in favour of the Bank as and by way of a floating charge its undertaking and all its property and assets, real and personal, movable or immovable, of whatsoever nature and kind, both present and future, other than property and assets hereby validly assigned or subjected to a specific mortgage and charge and the exceptions hereinafter contained, (all of which is hereinafter collectively call the "Undertaking").

For the purposes of this Security Agreement, the Equipment, Inventory, Receivables, Intangibles, Proceeds, Undertaking and other property and assets of the Debtor referred to in this clause 2 are hereinafter sometimes collectively called the "Collateral".

3. The Collateral now situate in the Province of Manitoba is on the date hereof primarily situated or located at the location(s) set out in clause 1 hereof but may from time to time be located at other premises of the Debtor. The Collateral may also be located at other places in Manitoba while in transit to and from such locations and premises; and the Collateral may from time to time be situated or located at any other place in Manitoba when on lease or consignment to any lessee or consignee from the Debtor.

The Debtor covenants with the Bank not to remove the Collateral or any part thereof from the locations set out in clause 1 hereof, except as allowed for in the preceding paragraph and for sales in the ordinary course of business, without the prior written consent of the Bank.

4. The Debtor shall not without the prior written consent of the Bank sell or dispose of any of the Collateral in the ordinary course of business or otherwise; and if the amounts of any of the Receivables or Intangibles referred to in sub-clauses (c) or (d) of clause 2 above shall be paid to the Debtor, the Debtor shall receive the same as agent of the Bank and forthwith pay over the same to the Bank; provided however that the property and assets assigned or subjected to a mortgage, charge or security interest by sub-clauses (b) and (e) of clause 2 above may be sold or disposed of in the ordinary course of business, and for the purpose of carrying on the same, for value received and then only upon the express condition that on or before delivery to a third party the Debtor shall secure full settlement of the entire purchase price for the Collateral so sold in cash, notes, chattel paper and other property.

5. It is hereby declared that the last day of any term of years reserved by any lease, verbal or written, or any agreement therefor, now held or hereafter acquired by the Debtor, is hereby or shall be expected out of the mortgages, charges and security interests hereby created, but the Debtor shall stand possessed of the reversion of one day remaining in the Debtor in respect of any such term of years, for the time being demised, as aforesaid, upon trust to assign and dispose of the same as any purchaser of such term of years shall direct.

6. The Debtor shall at all times do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered all and singular every such further acts, deeds, financing statements, transfers, assignments, security agreements and assurances as the Bank may reasonably require for the better granting, transferring, assigning, charging, setting over, assuring and confirming unto the Bank the Collateral hereby mortgaged and charged or subjected to security interests or intended so to be or which the Debtor may hereafter become bound to mortgage, charge, transfer, assign or subject to a security interest in favour of the Bank and for the better accomplishing and effectuating of this Security Agreement. The Debtor hereby grants to the Bank the right to perfect by possession, repossession or seizure the security interests granted hereunder in any part of the Collateral.

7. The Debtor shall at all times have and maintain insurance over the Collateral against risks of fire (including so-called extended coverage), theft, and such other risks as the Bank may reasonably require in writing, containing such terms, in such form, for such periods and written by such companies as may be reasonably satisfactory to the Bank. The Debtor shall duly and seasonably pay all premiums and other sums payable for maintaining such insurance and shall cause the insurance money thereunder to be payable to the Bank as its interest hereunder may appear and shall, if required, furnish the Bank with certificates or other evidence satisfactory to the Bank of compliance with the foregoing insurance provisions.

8. The Debtor covenants with the Bank to maintain accurate books and records of the Collateral and the Debtor shall at all times upon request by the Bank furnish the Bank with such information concerning the Collateral and the Debtor's affairs and business as the Bank may reasonably request, including lists of Inventory and Equipment and lists of Receivables showing the letters, papers and other documents in any way evidencing or relating to the account.

9. The Debtor hereby undertakes to:

(a) Promptly pay the Obligations as they become due or are demanded;

(b) Maintain the Collateral in good condition and repair and to provide adequate storage facilities to protect the Collateral and not to permit the value of the Collateral to be impaired;

(c) Not, without the consent in writing of the Bank, create any liens upon, or assign or transfer as security or pledge or hypothecate as security or create a Security interest in or in any way encumber the Collateral or any part thereof ranking or purporting to rank in priority to or pari passu with the security interest, mortgage, hypothec, charge, lien or encumbrance created by this Security Agreement, save that the Debtor may create a purchase money security interest in Collateral hereafter acquired but only if such interest is perfected and notification thereof is given to the Bank pursuant to the provisions of The Personal Property Security Act of Manitoba;

(d) Defend the title to the Collateral against all persons, firms or bodies corporate claiming any interest in the Collateral or any part thereof;

(e) Pay all taxes, assessments, and levies or charges from any source which may be assessed against the Collateral or any part thereof or which may result in a lien against the Collateral or any part thereof and shall insure the Collateral for loss or destruction by fire, wind, storm, and such other perils stipulated by the Bank in an amount not less than the full insurable value of the Collateral or the amount from time to time hereby secured, which is the lesser, with appropriate endorsement to secure the Bank as its interest shall appear. In the event the Debtor shall fail to provide adequate insurance when required to do so or to pay any of the said taxes, assessments, levies or charges the Bank may, without notice, at its option, but without any obligation or liability so to do, procure insurance and pay taxes or other charges and add said sums to the balance of the Obligations hereby secured or claim from the Debtor immediate reimbursement of such sums;

(f) Furnish such financial and operating statements of the Debtor to the Bank as may be requested by the Bank;

(g) Duly observe and conform to all valid requirements of any governmental authority relative to any of the Collateral and all covenants, terms and conditions upon or under which the Collateral is held;

(h) Give immediate notice to the Bank in the event of a change of the corporate or trade name of the Debtor or any proprietor or partner thereof.

10. The Debtor represents and warrants that:

(a) At the time the Debtor pledges, sells, assigns or transfers to the Bank any instrument, document of title, security, chattel paper or other property, or any interest therein, the Debtor shall be the lawful owner thereof and shall have good right to pledge, sell, assign or transfer the same, none of such property shall have been pledged, sold, assigned or transferred to any person other than the Bank, or in any way encumbered, and the Debtor shall defend the same against all claims and demands of all persons;

(b) If the Debtor is a corporation, it is a corporation duly organized and existing under the laws of Manitoba and is duly qualified and in good standing in every province or territory where it is doing business;

(c) If the Debtor is a corporation, the execution, delivery and performance hereof are within the Debtor's corporate powers, have been duly authorized, are not in contravention of any law or the terms of the Debtor's Charter, By-Laws or other incorporation document, or of any indenture, agreements or undertakings to which the Debtor is a party or by which it is bound.

11. The Debtor shall be in default under this Security Agreement upon the occurrence of any one to the following events:

(a) the Debtor shall default under any of the Obligations;

(b) the Debtor shall default in the due observance or performance of any covenant, undertaking or agreement heretofore or hereafter given to the Bank, whether contained herein or not;

(c) an execution or any other process of any court shall become enforceable against the Debtor or a distress or analogous process shall be levied upon the property of the Debtor or any part thereof;

(d) the Debtor shall become insolvent or commit an act of bankruptcy, or make an assignment in bankruptcy or a bulk sale of its assets or a bankruptcy petition shall be filed or presented against the Debtor and not be bona fide opposed by the Debtor;

(e) the Debtor shall cease to carry on business or threaten to cease to carry on business;

(f) the Bank believes, in good faith, that the prospect of payment or performance by the Debtor is impaired or that the Collateral or any part thereof is in danger of being lost, damaged or confiscated.

12. Upon any default under this Security Agreement, the Bank may declare any or all of the Obligations to be immediately due and payable and the Bank may demand the Debtor to gather the Collateral in a named location or locations and the Bank may proceed to realize the security hereby constituted and to enforce its rights by entry; or by the appointment by instrument in writing of a receiver or receivers of the subject matter of such security or any part thereof and such receiver or receivers may be any person or persons, whether an officer or officers or employee or employees of the Bank or not, and the Bank may remove any receiver or receivers so appointed and appoint another or others in his or their stead; or by proceedings in any court of competent jurisdiction for the appointment of a receiver or receivers or for sale of the Collateral or any part thereof; or by any other action, suit, remedy or proceeding authorized or permitted hereby or by law or by equity; and may file such proofs of claim and other documents as may be necessary or advisable in order to have its claim lodged in any bankruptcy, winding-up or other judicial proceedings relative to the Debtor or the Collateral. Any such receiver or receivers so appointed shall have power to take possession of the Collateral or any part thereof and to carry on the business of the Debtor and to borrow money required for the maintenance, preservation or protection of the Collateral or any part thereof or the carrying on of the business of the Debtor, and to further charge the Collateral in priority to the security constituted by this Security Agreement as security for money so borrowed, and to sell, lease or otherwise dispose of the whole or any part of the Collateral on such terms and conditions and in such manner as he shall determine. In exercising any powers any such receiver or receivers shall act as agent or agents for the Debtor and the Bank shall not be responsible for his or their actions.

In addition, subject to Part 6 of the Manitoba Personal Property Security Act, the Bank may enter upon and lease or sell the whole or any part or parts of the Collateral and any such sale may be made hereunder by public auction, by public tender or by private contract, with or without notice and with or without advertising and without any other formality, all of which are hereby waived by the Debtor, and such sale shall be on such terms and conditions as to credit or otherwise and as to upset or reverse bid or price as to the Bank in its sole discretion may seem advantageous and such sale may take place whether or not the Bank has taken possession of such property and assets.

No remedy for the realization of the security hereof or for the enforcement of the rights of the Bank shall be exclusive of or dependent on any other such remedy, but any one or more of such remedies may from time to time be exercised independently or in combination. The term "receiver" as used in this Security Agreement includes a receiver and manager.

13. The Debtor hereby covenants, promises and agrees to and with the Bank that in case the sum of money realized upon any disposition of the Collateral referred to herein shall not be sufficient to pay the whole of the Obligations due at the time of such disposition, the Debtor shall and will forthwith pay or cause to be paid to the Bank an amount equal to the deficiency between the Obligations and the sum of money realized upon the said disposition of the Collateral provided for herein.

14. Notwithstanding any other section or provision of this Security Agreement, the Bank may collect, realize, sell or otherwise deal with Receivables or any part thereof in such manner, upon such terms and conditions and at such time or times, whether before or after default, as may seem to it advisable, and without notice to the Debtor (except in the case of a sale and then subject to provisions of Part 6 of the Personal Property Security Act of Manitoba). The Bank shall not be liable or accountable for any failure to collect, realize, sell or obtain payment of the Receivables or any part thereof and shall not be bound to institute proceedings for the purpose of collecting, realizing or obtaining payment of the same or for the purpose of preserving a right of the Bank, the Debtor or any other person, firm or corporation in respect of the same. All monies collected or received by the Debtor in respect of the Receivables shall be received as trustee for the Bank and shall be forthwith paid over to the Bank. All monies collected or received by the Bank in respect of the Receivables or other Collateral may be applied on account of such parts of the indebtedness and liability of the Debtor as to the Bank seems best or in the discretion of the Bank may be realized to the Debtor, all without prejudice to the liability of the Debtor or the Bank's right to hold and realize the security.

15. Any and all payments made in respect of the Obligations from time to time and money realized from any securities held therefor (including moneys realized on any enforcement of this Security Agreement) may be applied to such part or parts of the Obligations as the Bank may see fit, and the Bank shall at all times and from time to time have the right to change any appropriation as the Bank may see fit.

16. The Debtor agrees to pay all reasonable expenses, including solicitor's fees and disbursements and the remuneration of any receiver appointed hereunder, incurred by the Bank in preparation, perfection and enforcement of this Security Agreement and the payment of such expenses shall be secured hereby.

17. The Bank may waive any default herein referred to; provided always that no act or omission by the Bank in the premises shall extend to or be taken in any manner whatsoever to affect any subsequent default or the rights resulting therefrom.

18. The Debtor warrants and acknowledges that value has been given and that the Debtor has rights in the Collateral and that the Debtor and the Bank have not agreed to postpone the time of attachment of the security interest granted in this Security Agreement.

19. The security hereof is in addition to and not in substitution for any other security now or hereafter held by the Bank.

20. Nothing herein shall obligate the Bank to make any advance or loan or further advance or loan or to renew any note or extend any time for payment of any of the Obligations of the Debtor to the Bank.

21. The Bank shall not be liable or accountable for any failure to seize, collect, realize, sell or obtain payment of the Collateral or any part thereof and shall not be bound to institute proceedings for the purpose of seizing, collecting, realizing or obtaining possession or payments of the same or for the purpose of preserving any rights of the Bank, the Debtor or any other person, firm or body corporate in respect of same.

22. The Bank or any assignee of this Security Agreement may, without further notice to the Debtor, at any time assign this Security Agreement and the security interest evidenced thereby. The Debtor expressly agrees that, with respect to such an assignment, re-assignment or transfer of this Security Agreement, the assignee or transferee shall have all of the Bank's rights and remedies under this Security Agreement and the Debtor will not assert as a defense, counterclaim, set-off, cross-complaint, or otherwise any claim, known or unknown, which he now has or hereafter acquires against the Bank in any action commenced by an assignee or transferee of this Security Agreement and will pay the Obligations, secured hereby to the assignee or transferee at its place of business as said Obligations become due.

23. The Debtor hereby acknowledges receiving a copy of this Security Agreement.

24. The Debtor hereby waives the right to receive any financing statement or financing change statement registered by the Bank and any confirmation of registration or verification statement issued.

25. This Security Agreement shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Debtor and the Bank.

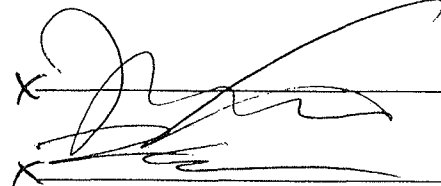
26. In construing this Security Agreement, terms herein shall have the same meaning as defined in The Personal Property Security Act, unless the context otherwise requires. The word "Debtor", the personal pronoun "it" or "its" and any verb relating thereto and used therewith shall be read and construed as required by and in accordance with the context in which such words are used depending upon whether the Debtor is one or more individuals, corporations, or partnerships and, if more than one, shall apply and be binding upon each of them severally. The term "successors" shall include, without limiting its meaning, any corporation resulting from the amalgamation of a corporation with another corporation and, where the Debtor is a partnership, any new partnership resulting from the admission of new partners or any other change in the Debtor, including, without limiting the generality of the foregoing, the death of any or all of the partners.

Insert date of
execution

IN WITNESS WHEREOF this Security Agreement has been executed by the Debtor on the 8th day of November, 2006 (year).

To be signed by
Debtor; if Debtor
is a corporation
ensure signatures
are authorized
and if the
corporation has a
corporate seal,
affix corporate
seal; Debtors
name should be
typed.

5274398 MANITOBA LTD.



CORPORATE AUTHORIZING RESOLUTION

Required only for
a corporation.

"WHEREAS it is in the interests of the Company to enter into a Security Agreement with the Bank of Montreal as security for its present and future obligations to the Bank of Montreal and therein mortgage, charge, assign and otherwise transfer and encumber and grant security interests in all its present and future property and assets;

NOW THEREFORE BE IT RESOLVED THAT:

1. the Company do enter into, execute and deliver to the Bank of Montreal a Security Agreement substantially in the form of the draft Security Agreement presented to directors, subject to such alterations, amendments or additions to which the President or a Vice-President of the Company may agree;
2. the Company do mortgage, charge, assign and otherwise transfer and encumber and grant security interests in all its present and future equipment, inventory, receivables, intangibles, proceeds, undertaking and other property and assets as security for its present and future obligations to the Bank of Montreal, all as provided in the said draft Security Agreement;
3. the execution by the President or a Vice-President of the Company of the said Security Agreement shall be conclusive proof of his agreement to any amendments, alternations or additions incorporated therein;
4. the Chairman of the Board, the President or a Vice-President and another Vice-President, the Secretary, the Treasurer, an Assistant Secretary, an Assistant Treasurer or a Controller of the Company be and they are hereby authorized to execute and deliver the Security Agreement aforesaid on behalf of the Company and each of the officers of the Company are hereby authorized to execute all such other documents and writings and to do such other acts and things as may be necessary for fulfilling the Company's obligations under the said Security Agreement."

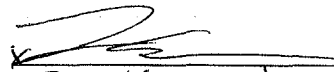
CERTIFICATE

To be completed
by Secretary or
other authorized
officer; insert
Insert appropriate
date.

I am the Secretary of 5274398 MANITOBA LTD. and I hereby certify that:

1. the forgoing is a true copy of a resolution properly passed by the board of directors or signed by all the directors entitled to vote thereon at a meeting of directors of the said Company on the 1st day of August, 2006 (year).
2. the attached Security Agreement is in the form of the draft Security Agreement referred to in the resolution and has been duly and properly executed by the proper officers of the Company under its corporate seal; and
3. the resolution was passed at a meeting duly called and held on the date aforesaid and at which a quorum of the directors was present throughout the meeting, all the directors having received proper notice of the meeting or waiving such notice in accordance with the by-laws of the Company.

To be signed
by secretary or
other
authorized
officer; if
corporation has
a corporation
seal, affix
corporation
seal.


TIM KLASSEN

This is Exhibit "10" referred to in the
Affidavit of JONATHAN DOERKSEN
SWORN before me this 5TH day
of SEPTEMBER, A.D. 20 17

A Notary Public
in and for the Province of Manitoba

THE UNDERSIGNED (Name in full - no abbreviations) 5274398 MANITOBA LTD. of (Street Address) Unit 2 - 418 South Railway Street in the (City, etc.) Town of (Name of City) Morden, (Postal Code) R6M 2G2 in the Province of Manitoba, for valuable consideration HEREBY ASSIGNS AND TRANSFERS to the Bank of Montreal, (herein called the Bank), all accounts, debts and other intangibles, chattel paper, documents of title, instruments, securities and security interests (all such terms having the meaning of such terms in the Personal Property Security Act and herein collectively called the "said debts and securities") now due or hereafter to become due to the undersigned or which now are or may hereafter become vested in the undersigned and all proceeds and other rights and benefits in respect thereof.

AND the undersigned undertakes and promises to furnish to the Bank at any time and from time to time on demand a list of all its debtors with the amounts owing by each and all security and other rights and benefits in respect thereof and to assign and transfer the same to the Bank.

AND the undersigned hereby assigns and transfers and agrees to assign and transfer to the Bank all books and accounts, letters, invoices, papers and documents in any way evidencing or relating to all or any of the debts and securities and rights hereby transferred or agreed to be transferred, and to furnish the Bank with all information which may assist in the collection thereof.

AND without limiting the generality of the foregoing, the undersigned hereby assigns and transfers and agrees to assign and transfer any and all claims and other rights for insurance against loss by fire, water, misappropriation or otherwise to the real or personal property of the undersigned.

THE present assignment and transfer shall be a continuing collateral security to the Bank for the payment of all and every present and future indebtedness and liability direct or indirect of the undersigned to the Bank and any ultimate unpaid balance thereof with interest.

AND the undersigned agrees to pay all reasonable expenses, including solicitor's fees and disbursements incurred by the Bank or its agents in connection with the preparation and perfection of this assignment and in connection with the collection and realization of the said debts and securities and the payment of all such expenses shall be secured hereby.

AND the undersigned expressly authorizes the Bank to give notice to account debtors and collect and realize the said debts and securities and rights hereby transferred from time to time in such manner and at such times as it may in its discretion deem advisable including by appointment of receiver or agent or disposition for deferred payment (but it shall not be bound to realize the same, shall not be obliged to prepare the debts and securities for disposition, shall not be obliged to keep the same identifiable, and shall not be obliged to preserve rights against other persons unless it sees fit), and may appropriate the proceeds thereof in its absolute discretion on account of such parts of the said indebtedness and liability whether secured or unsecured as to the Bank may seem best; and such appropriations may be changed or varied from time to time at the discretion of the Bank; and the Bank before appropriating the same as aforesaid may deduct all reasonable costs, charges and expenses of realization including reasonable commissions for collection and all legal costs on a solicitor and his client basis all of which the undersigned agrees to pay to the Bank.

THE Bank may grant extensions, take and give up securities, accept compositions, grant releases and discharges and generally deal with the said debts and securities and rights in its absolute discretion without consent of or notice to the undersigned, and the Bank shall not be responsible for any loss or damage which may occur in consequence of the negligence of any officer, agent, receiver, sheriff or solicitor employed in the collection or realization thereof or while the debts, claims or securities are in the possession of the Bank.

IF the amounts of any of the said debts and securities and rights be paid to the undersigned, the undersigned (or such one or other of them as shall receive the same) hereby agrees to receive the same as agent of and in trust for the Bank and forthwith to pay over the same.

THE UNDERSIGNED covenants not to substitute or modify any of the undersigned's rights under the debts, claims or securities, by agreement or otherwise, without the written consent of the Bank, and any substitution or modification not consented to may at the option of the Bank be treated as an act of default hereunder and under any other agreement between the undersigned and the Bank.

THE UNDERSIGNED hereby undertakes to do such other things and sign such further instruments as may from time to time be required by the Bank or any officer or solicitor thereof to vest in the Bank the said debts and securities and rights hereby assigned and transferred or agreed to be assigned and transferred, or to collect the same, and the Bank and its Officers are and each of them is irrevocably appointed attorneys or attorney to execute in the name and on behalf of the undersigned and the heirs or devisees, executors or administrators of the undersigned any assignment or other instrument for the said purpose and the said power of attorney shall not be revoked by the death of the undersigned.

THIS assignment is in addition to and not in substitution for any former assignment and shall not be merged in any subsequent assignment.

THE UNDERSIGNED waives receipt of any financing statement registered by the Bank and any confirmation of registration.

THE UNDERSIGNED acknowledges receipt of a copy of this General Assignment of Debts.

This Assignment was executed on the 8th day of November 2006 (year).

Executed in the presence of:

5274398 MANITOBA LTD.

Witness

Assignor 5274398 MANITOBA LTD.

Type or print exact name of customer and if executed by a company with a corporate seal, the corporate seal should be affixed.

Witness

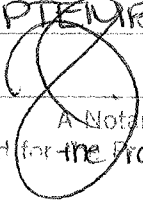
Assignor

This is Exhibit " 11 " referred to in the

Affidavit of JONATHAN DOERKSEN

SWORN before me this 5TH day

of SEPTEMBER A.D. 20 17



A Notary Public
in and for ~~the~~ Province of Manitoba

FOR GOOD AND VALUABLE CONSIDERATION, the undersigned hereby assigns to the BANK OF MONTREAL (hereinafter called "the Bank") as continuing security for the payment of all loans and advances made or that may be made by the Bank to the undersigned from the 6TH day of JANUARY, 2011 pursuant to the application for credit and promise to give security made by the undersigned to the Bank and dated the 6TH day of JANUARY, 2011, and any application(s) for credit and promise(s) to give security supplemental thereto made or that may be made by the undersigned to the Bank or renewals of such loans and advances or substitutions therefor and interest on such loans and advances and on any such renewals and substitutions, all property of the kind(s) hereinafter described of which the undersigned is now or may hereafter become the owner or in respect of which the undersigned does now have or hereafter may acquire rights, to wit, - (describe the property assigned)

All products stored at our place of business and without limiting the generality of the foregoing to include: steel, metal, aluminium, axles, trailers, work in progress, finished goods, and all supplies used in the company's operation. All metal and building materials both manufactured and in process of manufacture and all supplies and materials procured for such manufacture as well as all other goods, wares and merchandise.

and that is now or may hereafter be in the place or places hereinafter, designated, to wit, - (designate the place or places)

In and about our place of business at Unit 2 - 418 South Railway Street, Morden, Manitoba and any other place or places in Canada in which any of the said property may be located and in transit thereto and therefrom.

or in transit thereto or therefrom or in any other place or places in Canada in which any of the said property may be located.

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

The property now owned by the undersigned or in respect of which the undersigned now has or may hereafter acquire rights and hereby assigned is free from any mortgage, lien or charge thereon, other than previous assignments, if any, to the Bank, and the undersigned warrants that the property that may hereafter be acquired by the undersigned and is hereby assigned shall be free from any mortgage, lien or charge thereon, other than previous assignments, if any, to the Bank.

It is the express wish of the Parties that this agreement and any related documents be drawn up and executed in English. *Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.*

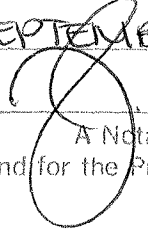
DATED at MORDEN, MANITOBA the 6TH day of JANUARY, 2011.

5274398 MANITOBA LTD.

By: 
Name: JONATHAN DOERKSEN
Title: PRESIDENT

By: _____
Name: _____
Title: _____

This is Exhibit " 12 " referred to in the
Affidavit of JONATHAN DOERKSEN
SWORN before me this 5TH day
of SEPTEMBER, A.D. 20 17



A Notary Public
in and for the Province of Manitoba

SECURITY AGREEMENT

The undersigned (hereinafter called the "Debtor") hereby enters into this Security Agreement with Bank of Montreal (hereinafter called the "Bank") for valuable consideration and as security for the repayment of all present and future indebtedness of the Debtor to the Bank and interest thereon and for the payment and discharge of all other present and future liabilities and obligations, direct or indirect, absolute or contingent, of the Debtor to the Bank (all such indebtedness, interest, liabilities and obligations being hereinafter collectively called the "Obligations"). This Security Agreement is entered into pursuant to and is governed by the *Personal Property Security Act* (Ontario) insofar as it affects personal property located in Ontario.

1. The Debtor hereby represents and warrants to the Bank that it has assets at the following locations in Ontario:

2565 Binder Crescent
Oldcastle, Ontario
N0R 1L0

List all premises
and asset
locations, by
schedule, if
necessary

2. The Debtor hereby:

- (a) mortgages and charges to the Bank as and by way of a fixed and specific mortgage and charge, and grants to the Bank a security interest in, all its present and future equipment and any proceeds therefrom, including, without limiting the generality of the foregoing, all fixtures, plant, machinery, tools and furniture now or hereafter owned or acquired or in respect of which the Debtor has rights now or in the future and any equipment specifically listed or otherwise described in any Schedule hereto ;
- (b) mortgages and charges to the Bank, and grants to the Bank a security interest in, all its present and future inventory and any proceeds therefrom, including, without limiting the generality of the foregoing, all raw materials, goods in process, finished goods and packaging material and goods acquired or held for sale or furnished or to be furnished under contracts of rental or service ;
- (c) assigns, transfers and sets over to the Bank and grants to the Bank a security interest in, all its present and future intangibles and any proceeds therefrom, including, without limiting the generality of the foregoing, all its present and future accounts, accounts receivable, client lists, client records, client files, contract rights and other choses in action of every kind or nature now due or hereafter to become due, including insurance rights arising from or out of the assets referred to in sub-clauses (a) and (b) above ;
- (d) grants, mortgages, charges, transfers and assigns to the Bank a security interest in, all its present and future chattel papers, documents of title, instruments, money and securities, and any proceeds therefrom ; and

Attach a
schedule, if
equipment is to
be listed

- (e) charges in favour of the Bank as and by way of a floating charge its undertaking and all its property and assets, real and personal, moveable or immovable, of whatsoever nature and kind, both present and future (other than property and assets hereby validly assigned or subjected to a specific mortgage and charge and to the exceptions hereinafter contained). For the purposes of this Security Agreement, the equipment, inventory, intangibles, undertaking and all other property and assets of the Debtor referred to in this clause 2 are hereinafter sometimes collectively called the "Collateral". Without limiting the generality of the description of Collateral as set out in this clause 2, and for the greater certainty, the Collateral shall include all present and future personal property of the Debtor of the type described in any schedule attached hereto. The Debtor agrees that it shall promptly advise the Bank in writing of any acquisition of personal property which is not of the type herein described. The Debtor agrees to execute and deliver from time to time, at its own expense, amendments to this Security Agreement or additional security agreements, which may be reasonably required by the Bank to ensure attachment of security interests in such personal property.

3. The Collateral is on the date hereof primarily situate or located at the location(s) set out in clause 1 hereof but may from time to time be located at other premises of the Debtor. The Collateral may also be located at other places while in transit to and from such locations and premises; and the Collateral may from time to time be situated or located at any other place when on lease or consignment to any lessee or consignee from the Debtor.

4. It is hereby declared that the last day of any term of years reserved by any lease, verbal or written, or any agreement therefor, now held or hereafter acquired by the Debtor, is hereby or shall be excepted out of the mortgages, charges and security interests hereby created, but the Debtor shall stand possessed of the reversion of one day remaining in the Debtor in respect of any such term of years, for the time being demised, as aforesaid upon trust to assign and dispose of the same as any purchaser of such term of years shall direct. There shall also be excluded from the security created by this Security Agreement any property of the Debtor that constitutes consumer goods for the personal use of the Debtor.

5. The Debtor shall not without the prior written consent of the Bank sell or dispose of any of the Collateral other than that described in sub-clause (b) of clause 2 above which may be sold only in the ordinary course of business and for the purpose of carrying on the same; and if the amounts of any of the intangibles referred to in sub-clause (c) of clause 2 above or any proceeds arising from the Collateral described in sub-clauses (a) and (b) of clause 2 above shall be paid to the Debtor, the Debtor shall receive the same as agent of the Bank and forthwith pay over the same to the Bank. The Debtor shall not without the prior written consent of the Bank create any liens upon or assign or transfer as security or pledge or hypothecate as security or create a security interest in the Collateral except to the Bank. The Debtor agrees that the Bank may require any account debtor to the Debtor to make payment to the Bank and the Bank may take control of any proceeds referred to in sub-clauses (a), (b) and (c) of clause 2 hereof and may hold all amounts received from any account debtors and any proceeds as cash collateral as part of the Collateral and as security for the Obligations of the Debtor to the Bank.

6. The Debtor shall at all times do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered all and singular every such further acts, deeds, transfers, assignments, security agreements and assurances as the Bank may reasonably require for the better granting, transferring, assigning, charging, setting over, assuring and confirming unto the Bank the property and assets hereby mortgaged and charged or subjected to security interests or intended so to be or which the Debtor may hereafter become bound to mortgage, charge, transfer, assign or subject to a security interest in favour of the Bank and for the better accomplishing and effectuating of this Security Agreement.

7. The Debtor shall at all times have and maintain insurance over the Collateral against risks of fire (including so-called extended coverage), theft, and such other risks as the Bank may reasonably require in writing, containing such terms, in such form, for such periods and written by such companies as may be reasonably satisfactory to the Bank. The Debtor shall duly and seasonably pay all premiums and other sums payable for maintaining such insurance and shall cause the insurance money thereunder to be payable to the Bank as its interest hereunder may appear and shall, if required, furnish the Bank with certificates or other evidence satisfactory to the Bank of compliance with the foregoing insurance provisions.

8. The Debtor shall at all times upon request by the Bank furnish the Bank with such information concerning the Collateral and the Debtor's affairs and business as the Bank may reasonably request, including lists of inventory and equipment and lists of accounts and accounts receivable showing the amounts owing upon each account and securities therefor and copies of all financial statements, books and accounts, invoices, letters, papers and other documents in any way evidencing or relating to the account.

9. The Debtor shall be in default under this Security Agreement upon the occurrence of any one of the following events:

- (a) the Debtor shall default under any of the Obligations;
- (b) the Debtor shall default in the due observance or performance of any covenant, undertaking or agreement heretofore or hereafter given to the Bank, whether contained herein or not and including any covenant or undertaking set out in any Schedule to this Security Agreement;
- (c) an execution or any other process of any court shall become enforceable against the Debtor or a distress or analogous process shall be levied upon the property of the Debtor or any part thereof;
- (d) the Debtor shall become insolvent or commit an act of bankruptcy, or make an assignment in bankruptcy or a bulk sale of its assets or a bankruptcy petition shall be filed or presented against the Debtor and not be *bona fide* opposed by the Debtor;
- (e) the Debtor shall cease to carry on business.

10. Upon any default under this Security Agreement, the Bank may declare any or all of the Obligations to be immediately due and payable and may proceed to realize the security hereby constituted and to enforce its rights by entry; or by the appointment by instrument in writing of a receiver or receivers of the subject matter of such security or any part thereof and such receiver or receivers may be any person or persons, whether an officer or officers or employee or employees of the Bank or not, and the Bank may remove any receiver or receivers so appointed and appoint another or others in his or their stead, or by proceedings in any court of competent jurisdiction for the appointment of a receiver or receivers or for sale of the Collateral or any part thereof; or by any other action, suit, remedy or proceeding authorized or permitted hereby or by law or by equity; and may file such proofs of claim and other documents as may be necessary or advisable in order to have its claim lodged in any bankruptcy, winding-up or other judicial proceedings relative to the Debtor. Any such receiver or receivers so appointed shall have power to take possession of the Collateral or any part thereof and to carry on the business of the Debtor, and to borrow money required for the maintenance, preservation or protection of the Collateral or any part thereof or the carrying on of the business of the Debtor, and to further charge the Collateral in priority to the security constituted by this Security Agreement as security for money so borrowed, and to sell, lease or otherwise dispose of the whole or any part of the Collateral on such terms and conditions and in such manner as he shall determine. In exercising any powers any such receiver or receivers shall act as agent or agents for the Debtor and the Bank shall not be responsible for his or their actions.

In addition, the Bank may enter upon the applicable premises and lease or sell the whole or any part or parts of the Collateral. The Debtor agrees that considering the nature of that part of the Collateral that is not perishable it will be commercially reasonable to sell such part of the Collateral:

- (a) as a whole or in various lots;
- (b) by a public sale or call for tenders by advertising such sale once in a local daily newspaper at least seven (7) days before such sale; and
- (c) by private sale after the receipt by the Bank of at least two offers from prospective purchasers who may include persons related to or affiliated with the Debtor or other customers of the Bank.

Any such sale shall be on such terms and conditions as to credit or otherwise and as to upset or reserve bid or price as to the Bank in its sole discretion may seem advantageous and such sale may take place whether or not the Bank has taken possession of such property and assets.

No remedy for the realization of the security hereof or for the enforcement of the rights of the Bank shall be exclusive of or dependent on any other such remedy, but any one or more of such remedies may from time to time be exercised independently or in combination. The term "receiver" as used in this Security Agreement includes a receiver and manager.

11. Any and all payments made in respect of the Obligations from time to time and moneys realized from any securities held therefor (including moneys realized on any enforcement of this Security Agreement) may be applied to such part or parts of the Obligations as the Bank may see fit, and the Bank shall at all times and from time to time have the right to change any appropriation as the Bank may see fit.

12. The Debtor agrees to pay all reasonable expenses, including solicitor's fees and disbursements and the remuneration of any receiver appointed hereunder, incurred by the Bank in the preparation, perfection and enforcement of this Security Agreement, including all expenses incurred by the Bank and its agents to put into place and confirm the priority of any security interest in this Security Agreement and the payment of such expenses shall be secured hereby.

13. The Bank may waive any default herein referred to; provided always that no act or omission by the Bank in the premises shall extend to or be taken in any manner whatsoever to affect any subsequent default or rights resulting therefrom.

14. The Debtor acknowledges that value has been given, that the Debtor has rights in the Collateral and that the parties have not agreed to postpone the time for attachment of any security interest in this Security Agreement.

15. The security hereof is in addition to and not in substitution for any other security now or hereafter held by the Bank and shall be general and continuing security notwithstanding that the Obligations of the Debtor shall at any time or from time to time be fully satisfied or paid.

16. Nothing herein shall obligate the Bank to make any advance or loan or further advance or loan or to renew any note or extend any time for payment or any indebtedness or liability of the Debtor to the Bank.

17. This Security Agreement shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Debtor and the Bank.

18. This Security Agreement is a security agreement within the meaning of the Personal Property Security Act (Ontario) and does not constitute an acknowledgement of any particular indebtedness or liability of the Debtor to the Bank.

19. The Debtor acknowledges receipt of a copy of this agreement.

20. In construing this Security Agreement, terms herein shall have the same meaning as defined in the *Personal Property Security Act* (Ontario), unless the context otherwise requires. The word "Debtor", the personal pronoun "it" or "its" and any verb relating thereto and used therewith shall be read and construed as required by and in accordance with the context in which such words are used depending upon whether the Debtor is one or more individuals, corporations or partnerships and, if more than one, shall apply and be binding upon each of them severally. The term "successors" shall include, without limiting its meaning, any corporation resulting from the amalgamation of a corporation with another corporation and, where the Debtor is a partnership, any new partnership resulting from the admission of new partners or any other change in the Debtor, including, without limiting the generality of the foregoing, the death of any or all of the partners.

IN WITNESS WHEREOF this Security Agreement has been executed by the Debtor on

Insert date
of execution

16th day of NOVEMBER, 2012. (year)

5274398 Manitoba Ltd.

By: [Signature]
Name: JONATHAN DOERKSEN
Title: Authorized Signatory

By: [Signature]
Name: TIM HARRIS
Title: Authorized Signatory

CORPORATE AUTHORIZING RESOLUTION

Required
only for a
corporation

"WHEREAS it is in the interests of the Company to enter into a security agreement with the Bank of Montreal as security for its present and future obligations to the Bank of Montreal and therein mortgage, charge, assign and otherwise transfer and encumber and grant security interests in all its present and future property and assets;

NOW THEREFORE BE IT RESOLVED THAT:

1. the Company do enter into, execute and deliver to the Bank of Montreal a security agreement substantially in the form of the draft security agreement presented to the directors, subject to such alternations, amendments or additions to which the President or a Vice-President of the Company may agree;
2. the Company do mortgage, charge, assign and otherwise transfer and encumber and grant security interests in all its present and future equipment, inventory, intangibles, undertaking and other property and assets as security for its present and future obligations to the Bank of Montreal, all as provided in the said draft security agreement;
3. the execution by the President or a Vice-President of the Company of the said security agreement shall be conclusive proof of his agreement to any amendments, alterations or additions incorporated therein;
4. the President and the Vice-President of the Company be and they are each along hereby authorized to execute and deliver the security agreement aforesaid on behalf of the Company and each of the officers of the Company are hereby authorized to execute all such other documents and writings and to do such others acts and things as may be necessary for fulfilling the Company's obligations under the said security agreement."

CERTIFICATE

To be completed
by Secretary or
other authorized
officer; insert
name of
corporation
Insert
appropriate
date

I am the Secretary of 5274398 Manitoba Ltd. and I hereby certify that:

1. the foregoing is a true copy of a resolution duly and properly passed or consented to by the board of directors of the said Company on the 16 day of NOVEMBER, 2012;(year)
2. the attached Security Agreement is in the form of the draft security agreement referred to in the resolution and has been duly and properly executed by the proper officers of the Company under its corporate seal; and
3. the resolution was passed at a meeting duly called and held on the date aforesaid and at which a quorum of the directors was present throughout the meeting, all the directors having received proper notice of the meeting or waiving such notice in accordance with the by-laws of the Company

Use
applicable
clause

(or where applicable – the Company is subject to the *Business Corporations Act* of Ontario and the resolution was consented to by the signatures of all the directors of the Company on the date aforesaid in accordance with the *Business Corporations Act*).

To be
signed by
Secretary or
other
authorized
officer; affix
corporate
seal

By: 
Name: JONATHAN DOERKSEN
Title: Authorized Signatory

seal

® Registered trade-marks of Bank of Montreal

This is Exhibit " 13 " referred to in the
Affidavit of JONATHAN DOERKSEN
SWORN before me this 5TH day
of SEPTEMBER , A.D. 20 17

A Notary Public
in and for the Province of Manitoba

MORTGAGE Form 6.1☒ Mortgage☐ Encumbrance☐ Mortgage of Mortgage/Encumbrance**1. MORTGAGOR(S)/GRANTOR(S) OF ENCUMBRANCE (Encumbrancee(s))**

5274398 Manitoba Ltd.

see schedule ☐**2. LAND DESCRIPTION**LOT 1 BLOCK 4 PLAN 1924 MLTO
IN W 1/2 5-3-5 WPM

TITLE NO.(S)

2329556/4

MORTGAGE/ENCUMBRANCE NO.(S)

see schedule ☐**3. ENCUMBRANCES, LIENS AND INTERESTS** — The within document is subject to instrument number(s)**1088419/4, 1129348/4, 1129349/4, 1136548/4, 1178300/4, 125001/4**see schedule ☐**4. MORTGAGEE(S)/ENCUMBRANCER(S)** (full legal name and address for service)

Bank of Montreal

Mortgage Service Centre, 865 Harrington Court, Burlington, Ontario, L7N 3P3

see schedule ☐**5. TERMS**

The following terms are incorporated herein:

(a) Standard Charge Mortgage Terms filed as Number: 4697386/1 Name: Bank of Montreal(b) The terms and provisions attached hereto as schedule(s) ☐ ☐ ☐ ☐

In this instrument, unless otherwise specified, "herein" means this instrument, all schedules to this instrument and the terms referred to in Boxes 5 and 6.

6. PAYMENT PROVISIONSsee schedule ☐(a) Principal amount **\$4,000,000.00**(b) Interest **Prime plus**
rate **5.00 %** per annum(c) Calculation period **xxxxxx**(d) Interest adjustment date
Y M D
xx xx xx(e) Payment date and period
xxx(f) First payment date
Y M D
xx xx xx(g) Last payment date
Y M D
xx xx xx(h) Amount of each payment
dollars **\$xx**(i) Balance due Date
Y M D
xx xx xx(j) Guarantee mortgage ☐

Additional provisions

see schedule ☐**7. SIGNATURE OF MORTGAGOR(S)/ENCUMBRANCEE(S)**see schedule ☐

1. I am (entitled to be) (an/the) owner of the (land/mortgage/encumbrance of the land).
2. As security for performance of all my obligations herein, I hereby (mortgage/encumber) to the (mortgagee/encumbrancer) my interest in the (land/mortgage/encumbrance) of the land.
3. I promise to pay the principal amount and interest and all other charges and money hereby secured and to be bound by all the terms herein.
4. I acknowledge receipt of a copy of this instrument and all of the terms herein.
5. I am of the age of majority.
6. The registration of this instrument does not contravene the provisions of *The Farm Lands Ownership Act* because (insert appropriate *Farm Lands Ownership Act* evidence):
the within land is not farm land as defined in *The Farm Lands Ownership Act*.
7. The registration of this instrument does not contravene the provisions of *The Homesteads Act* because (insert appropriate *Homesteads Act* evidence): The within lands are not homestead property.

5274398 Manitoba Ltd.

witness signature

Per: Enrique

name

signature

1/2017 107 127
date (YYYY/MM/DD)

Maria C. Reimer

A Practicing Barrister and Solicitor

In the Province of Manitoba

300 University Avenue

Winnipeg, MB R3C 4G1

Tel: 957-4867

Per: _____

name

signature

1/2017 107 1
date (YYYY/MM/DD)

Prior to signing and witnessing this document, please carefully review the notices in Box 8.

Insert name, position and address of witness below signature. See subsection 72.5(5) of *The Real Property Act*.

8. IMPORTANT NOTICES

WHO MAY BE A WITNESS to this document: Only those persons specified in section 72.7 of *The Real Property Act* may act as a witness to this document.

NOTICE TO WITNESSES: By signing as witness you confirm that the person whose signature you witnessed:

1. Is either personally known to you, or that their identity has been proven to you.

AND

2. That they have acknowledged to you that they:
 - (a) are the person named in this instrument;
 - (b) have attained the age of majority in Manitoba; and
 - (c) are authorized to execute this instrument.

By virtue of section 194 of *The Real Property Act*, any statement set out in this document and signed by the party making the statement has the same effect and validity as an oath, affidavit, affirmation or statutory declaration given pursuant to *The Manitoba Evidence Act*.

The Mortgage Act provides that the mortgagor can obtain free of charge, from the mortgagee, a statement of the debts secured by this mortgage once every 12 months, or as needed for pay off or sale.

SINGULAR INCLUDES PLURAL AND VICE VERSA WHERE APPLICABLE. In this document "I" or "me" is to be read as including all

9. SIGNATURE OF COVENANTOR(S)

see schedule ☐

I acknowledge receipt of a copy of this instrument and all of the terms herein and I agree to perform my obligations herein.

.....//...../...../
witness signature name signature date (YYYY/MM/DD)

.....//...../...../
witness signature name signature date (YYYY/MM/DD)

10. HOMESTEADS ACT CONSENT TO DISPOSITION AND ACKNOWLEDGEMENT

Note: For consent by widow(er) or surviving common-law partner, see section 22 of *The Homesteads Act*.

I, the spouse or common-law partner of the (mortgagor/encumbrancee), consent to the disposition of the homestead effected by this instrument and acknowledge that:

1. ☐ I am the first spouse or common-law partner to acquire homestead rights in the property; or
☐ A previous spouse or common-law partner of the (mortgagor/encumbrancee) acquired homestead rights in the property but those rights have been released or terminated in accordance with *The Homesteads Act*.
2. I am aware that *The Homesteads Act* gives me a life estate in the homestead and that I have the right to prevent this disposition of the homestead by withholding my consent.
3. I am aware that the effect of this consent is to give up my life estate in the homestead to the extent necessary to give effect to this disposition.
4. I execute this consent apart from my spouse or common-law partner freely and voluntarily without any compulsion on the part of my spouse or common-law partner.

.....//...../...../
name of spouse or common-law partner signature of spouse or common-law partner date (YYYY/MM/DD)

.....//...../...../
name of witness signature of witness date (YYYY/MM/DD)

A Notary Public in and for the Province of Manitoba
A Commissioner for Oaths in and for the Province of Manitoba

My commission expires: _____
Or other person authorized to take affidavits under *The Manitoba Evidence Act* (specify): _____

11. INSTRUMENT PRESENTED FOR REGISTRATION BY (include address, postal code, contact person and phone number)

LAND TITLES OFFICE USE ONLY

SEE ATTACHED LETTER/FAX/ADDITIONAL EVIDENCE FOR BOX(ES)

Set for acceptance ☐

Examined by: ☐

Fees checked ☐

Fee _____

Fee adjustment _____

☐ Extra Fee

☐ Refund

Registration No. _____

This is Exhibit " 14 " referred to in the
Affidavit of JONATHAN DOERKSEN
SWORN before me this 5th day
of SEPTEMBER, A.D. 20 17

A Notary Public
in and for the Province of Manitoba

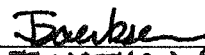
335 MAIN ST
WINNIPEG, MB
R3C1C2
Branch

On demand I promise to pay to the order of Bank of Montreal the sum of Five hundred thousand -- 00/100 Dollars and to pay interest Monthly at a rate of 2.00 per cent per annum above the Bank of Montreal's prime interest rate per annum in effect from time to time, up to and after maturity, compounded monthly from the due date of such interest until actual payment at the above mentioned branch of the Bank of Montreal. At the date of this note such prime interest rate per annum is 2.95 per cent. Value received.

FOR INTERNAL BANK USE ONLY

Credit Deposit Account No. 2610-1028-518	Loan Account No. _____	Initials
---	---------------------------	----------

5274398 MANITOBA LTD.

By: 
Name: JONATHAN DOERKSEN
Title: Authorized Signatory

By: 
Name: DOUGLAS DOERKSEN
Title: Authorized Signatory

This is Exhibit " 15 " referred to in the
Affidavit of JONATHAN DOERKSEN
SWORN before me this 5TH day
of SEPTEMBER, A.D. 20 17

A Notary Public
in and for the Province of Manitoba



Letter of Offer dated August 20th, 2012

*Numerisé à / Digitized in
Winnipeg*

5274398 Manitoba Ltd. (o/a Cross Country Manufacturing)
2-418 South Railway Street
Morden, MB
R6M 2G2

Attention of: Mr. Doug Doerksen

Re: Loan Account No. 040347-09

In accordance with this letter of offer of credit as amended from time to time (the "**Letter of Offer**"), Business Development Bank of Canada ("**BDC**") is pleased to offer you the following loan (the "**Loan**"). The Letter of Offer is open for acceptance until August 27th, 2012 (the "**Acceptance Date**") after which date it shall become null and void.

This Loan supersedes the existing loan(s) 03, 04, 06, 07, 08 on which \$962,125.00 is outstanding. Payment of interest on the superseded loan(s) will continue at its existing rate until first disbursement of the Loan when the Loan interest rate will take effect. The amount required to pay out the superseded loan(s) will be adjusted to the amount of principal outstanding on the superseded loan(s) at disbursement.

LOAN PURPOSE AND FUNDING

Loan Purpose

Purchase Equipment	\$1,000,000.00
Purchase Realty	\$855,000.00
Renovations	\$270,000.00
Sprcde Loans 03, 04, 06, 07, 08	\$962,125.00
Contingency	\$25,000.00
	\$3,112,125.00

Funding

BDC	\$962,125.00
BDC Loan Multiple 10	\$1,050,000.00
BDC Loan Multiple 11	\$1,000,000.00
Working Capital	\$100,000.00
	\$3,112,125.00

No change to the Loan Purpose or Funding may be made without BDC's prior written consent. The proceeds of the Loan may only be used for this Loan Purpose.

SCHEDULE

The Letter of Offer includes Schedule "A" which contains Definitions, Representations and Warranties, Covenants, Events of Default and General Terms and Conditions. Schedule "A" has been inserted after the signature page and forms an integral part of the Letter of Offer.

DEFINITIONS

In the Letter of Offer, capitalized terms have the meanings described in Schedule "A" – Section I or are defined elsewhere in the text of the Letter of Offer.

LENDER

BDC

BORROWER

5274398 Manitoba Ltd. (o/a Cross Country Manufacturing) (the "**Borrower**")

GUARANTOR

Douglas P. Doerksen, Jonathan D. Doerksen and Timothy D. Klassen (collectively the "**Guarantor**")

LOAN AMOUNT

Cdn \$962,125.00.

INTEREST RATE

The Loan and all other amounts owing by the Borrower pursuant to the Loan Documents shall bear interest at the following rate:

Floating Rate

BDC's Floating Base Rate plus a variance of 0.750% per year (the "**Variance**"). On the date hereof, BDC's Floating Base Rate is 5.000% per year.

INTEREST CALCULATION

Interest shall be calculated monthly on the outstanding principal, commencing on the date of the first disbursement, both before and after maturity, default and judgment.

Arrears of interest or principal and all other amounts owing by the Borrower pursuant to the Loan Documents shall bear interest at the rate applicable to the Loan and shall be calculated and compounded monthly.

REPAYMENT

Principal is repayable as follows:

Regular

Payments			Start Date	End Date
Number	Frequency	Amount (\$)		
1	Once	3,830.00	15/08/2013	15/08/2013
299	Monthly	3,205.00	15/09/2013	15/07/2038

In addition, interest is payable monthly on the 15th day of the month ("the **Payment Date**") commencing on the next occurring Payment Date following the first advance on the Loan.

On July 15th, 2038 (the "**Maturity Date**"), the balance of the Loan in principal and interest and all other amounts owing pursuant to the Loan Documents shall become due and payable.

PREPAYMENT

Provided that the Borrower is not in default, the Borrower may prepay, on each anniversary of August 17th, 2012 (the "**Loan Authorization Date**"), up to 15% of the then outstanding principal amount of the Loan without paying any indemnity. If the Borrower does not take advantage of this prepayment privilege, the prepayment privilege available on such anniversary shall cease.

In addition to the annual privilege, the Borrower may prepay at any time all or part of the principal provided that the Borrower pays the interest owing up to the time of the prepayment together with an indemnity equal to:

If the interest rate on the Loan is a floating rate:

- three months further interest on the principal prepaid at the floating interest rate then applicable to the Loan.

If the interest rate on the Loan is a fixed rate:

- the sum of (a) three months further interest on the principal prepaid at the fixed interest rate then applicable to the Loan; and (b) the Interest Differential Charge.

Partial prepayments shall be applied regressively on the then last maturing instalments of principal.

SECURITY

The Loan, interest on the Loan and all other amounts owing pursuant to the Loan Documents shall be secured by the following (the "**Security**"):

1. First readvanceable mortgage in the face amount of \$1,500,000 on land legally described as Lot 1, Block 4, Plan 1924 MLTO in West 1/2 5-3-5 WPM and buildings located at 418 South Railway St., Morden, MB (subject to lease agreement in favour of Rogers Wireless inc.), owned by 5274398 Manitoba Ltd. o/a Cross Country Manufacturing. Existing mortgage dated September 26, 2008 will stand as security for this loan. Amendment to face amount required.
2. First readvanceable mortgage in the face amount of \$1,500,000 on land (legally described as Concession 4, Part Lot 16, Parts 1, 3 & 5) and buildings located at 14 Industrial Park Road, Tilbury, ON, owned by 5274398 Manitoba Ltd. o/a Cross Country Manufacturing.
3. General Security Agreement from 5274398 Manitoba Ltd. o/a Cross Country Manufacturing providing a first security interest in all present and after-acquired personal property, except consumer goods, subject only to:
 - Priority on inventory and receivables to lender extending a line of credit, and Existing GSA will stand as security for this loan.Priority agreements to be obtained as required for BDC to have a first security interest in all equipment owned by the company.
4. Joint and Several Guarantee of Douglas P. Doerksen and Jonathan D. Doerksen and Timothy D. Klassen for 25% of the outstanding loan balance. The guarantors agree that they are personally responsible for the payment of the cancellation, standby and legal fees.

CONDITIONS PRECEDENT

Any obligation to make any advance under the Letter of Offer is subject to the following conditions being fulfilled to the satisfaction of BDC:

1. Receipt of the Security in form and substance satisfactory to BDC registered as required to perfect and maintain the validity and rank of the security, and such certificates, authorizations, resolutions and legal opinions as BDC may reasonably require.
2. Satisfactory review of all financial information relating to the Borrower and any corporate Guarantor and their respective business as BDC may reasonably require.
3. No Default or Event of Default shall have occurred.
4. No Material Adverse Change shall have occurred.
5. Use of funding obtained from sources other than BDC, if applicable.
6. Provision of documents evidencing expenditures under the Loan Purpose, if applicable.
7. Satisfaction of all applicable disbursement conditions contained in the Underlying Conditions section of this Letter of Offer.

8. Submit a Phase I – Environmental Site Assessment Report prepared by an external consultant commissioned by BDC, for the property located at 14 Industrial Road, Tilbury, ON. The contents and the conclusions of the Report must all be acceptable to BDC. The Borrower is responsible for the payment of all charges relative to the preparation of the report.
9. Loans #040347-09, 040347-10, and 040347-11 must be accepted concurrently.

UNDERLYING CONDITIONS

So long as any amount owing pursuant to the Loan Documents remains unpaid, the following conditions shall apply:

1. You agree to provide to BDC annually written proof of your payment of the property, school or similar taxes which are assessed against the mortgaged land and improvements (the "taxes"), within thirty (30) days following the due date of each required instalment. Should you default in paying any such instalment of the taxes when due, you will pay BDC monthly payments as calculated by BDC to establish a tax reserve account. These payments will be collected by the pre-authorized debit plan and the funds in the account will earn interest in accordance with BDC's policy then in effect. You authorize BDC to pay the relevant taxing authorities. Should there be insufficient funds to satisfy the taxes owing, you will pay the shortfall. BDC will not be responsible for funding the shortfall or any arrears, including interest and other charges. You will instruct the taxing authority to forward a copy of the tax notice to BDC, or you will deliver a copy to BDC upon receipt.
2. You will confirm, on demand, proof of payment to each government agency through documentation prepared by your external accredited accountant which is to be forwarded to BDC along with your annual financial statements. You also agree to sign a standard consent form enabling BDC to inquire as to the status of these remittances.
3. Starting on July 31, 2013, and following the receipt of your written request, BDC will postpone your principal payments for a maximum period of 6 months provided that your loans have never been in default. This privilege may be used up to two (2) times during the term of the loan, provided that the postponements are not consecutive.

4. Following the receipt of your written request, BDC will grant a one time reduction of the interest variance on your loan number 040347-09 by 0.25%, if in BDC's sole opinion all the following conditions are met:
 - the annual review engagement financial statements for 5274398 Manitoba Ltd. o/a Cross Country Manufacturing as of July 31, 2012 confirm: an available funds (AF) less unfinanced capital expenditures coverage ratio of 1.25: 1; a maximum term debt to tangible equity ratio of 2.0:1.0; and a minimum working capital ratio of 1.25:1;
 - your loans have never been in default.
5. Additional Requirements
Prior to disbursement, the Borrower is to submit a report prepared by an independent party commissioned by BDC describing and confirming the location of all existing equipment having a purchase price greater or equal to \$20,000, pledged as Security in this Letter of Offer. The Borrower is responsible for all fees related to the preparation of this report.

Disbursement

Upon meeting the conditions of the Letter of Offer, and security registration, BDC will disburse the loans in the following manner:

- Multiple 11 can be disbursed first, and can be disbursed prior to meeting the contingent condition relating to the Phase I for the Ontario property as it only applies to loan multiple 09 & 10 (realty secured loans).
- Multiple 09 will be disbursed, and will be an internal transfer to supercede multiples 04, 04, 06, 07, and 08.
- Multiple 10 will be disbursed to consummate the realty purchase transaction first, and then for renovations based on submitted invoices.

Other disbursement requirements, as applicable.

DISBURSEMENT

Unless otherwise authorized, funds shall be disbursed to the solicitor or notary who shall confirm to BDC the execution, delivery and registration of the Security.

REPRESENTATIONS AND WARRANTIES

The Borrower makes the representations and warranties in Schedule "A" – Section II. These representations and warranties shall survive the execution of the Letter of Offer and shall continue in force and effect until the full payment and performance of all obligations of the Borrower pursuant to the Loan Documents.

COVENANTS

So long as any amount owing pursuant to the Loan Documents remains unpaid, the Borrower and any corporate Guarantor shall perform the covenants in Schedule "A" – Section III.

REPORTING OBLIGATIONS

The Borrower (and if applicable the corporate Guarantor) shall provide to BDC within 90 days of its (their) fiscal year end the following financial statements:

Company	Type	Frequency	Period Ending
5274398 Manitoba Ltd. (o/a Cross Country Manufacturing)	Review Engmt	Annual	July

and such other financial and operating statements and reports as and when BDC may reasonably require.

EVENTS OF DEFAULT

The occurrence of any of the events listed in Schedule "A" – Section IV constitutes an event of default under the Letter of Offer (each an "**Event of Default**"). If an Event of Default occurs, any obligation of BDC to make any advance, shall, at BDC's option, terminate and BDC may, at its option, demand immediate payment of the Loan and enforce any Security.

FEES

Cancellation Fee

If the Borrower does not draw on the Loan by August 17th, 2013 (the "**Lapsing Date**"), the Loan shall lapse and be cancelled and the Borrower and the Guarantor shall pay BDC a cancellation fee of \$28,863.75. If the Borrower draws on the Loan partially, the undisbursed part of the Loan shall lapse on the Lapsing Date and be cancelled. If the Borrower cancels more than 50% of the Loan (cumulative), the Borrower and the Guarantor shall pay a prorated part of the above stated cancellation fee proportionate to the percentage of the Loan cancelled.

The cancellation fee is payable on demand and is liquidated damages, not a penalty, and represents a reasonable estimate of BDC's damages should the Loan be cancelled or allowed to lapse in whole or in part.

Standby Fee

The Borrower and the Guarantor shall pay BDC a non-refundable standby fee calculated at a rate of 1.5% per annum on the portion of the Loan which has not been advanced or cancelled. This fee shall be calculated daily and be payable in arrears commencing on February 17th, 2013 and on each Payment Date thereafter.

Legal Fees and Expenses

The Borrower and the Guarantor shall pay, on demand, all legal and other out-of-pocket costs of BDC incurred in connection with the Loan and the Loan Documents including the enforcement of the Loan and the Loan Documents, whether or not any documentation is entered into or any advance is made to the Borrower. All legal and other out-of-pocket

expenses of BDC in connection with any amendment or waiver related to the Loan and the Loan documents shall also be for the account of the Borrower.

Loan Management Fee

The Borrower shall pay BDC a management fee of \$500.00 per year. This management fee is payable annually on the Payment Date immediately following each anniversary of the first advance of the Loan. This fee is non-refundable and is subject to change.

Transaction Fees

The Borrower shall pay BDC loan amendment and Security processing fees charged for the administrative handling of the Loan.

CONFLICTS

The Loan Documents constitute the entire agreement between BDC and the Borrower. To the extent that any provision of the Letter of Offer is inconsistent with or in conflict with the provisions of the other Loan Documents, such provision of the Letter of Offer shall govern.

INDEMNITY

The Borrower shall indemnify and hold BDC harmless against any and all claims, damages, losses, liabilities and expenses incurred, suffered or sustained by BDC by reason of or relating directly or indirectly to the Loan Documents save and except any such claim, damage, loss, liability and expense resulting from the gross negligence or wilful misconduct of BDC.

GOVERNING LAW

This Letter of Offer shall be governed by and construed in accordance with the laws of the jurisdiction in which the Business Centre of BDC is located as shown on the first page of this Letter of Offer.

SUCCESSORS AND ASSIGNS

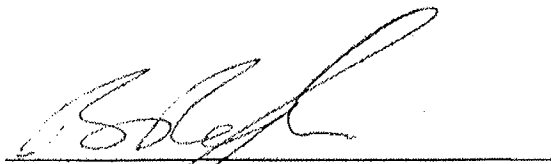
The Letter of Offer shall extend to and be binding on the Borrower and BDC and their respective successors and assigns. BDC, in its sole discretion, may assign, sell or grant participation in (a "transfer") all or any part of its rights and obligations under this Letter of Offer or the Loan to any third party, and the Borrower agrees to sign any documents and take any actions that BDC may reasonably require in connection with any such transfer. Upon completion of the transfer, the third party will have the same rights and obligations under this Letter of Offer as if it were a party to it, with respect to all rights and obligations included in the transfer and BDC will be released to the extent of any interest under this Letter of Offer or the Loan it assigns. BDC may disclose information it has in connection with the Borrower or any Guarantor to any actual or prospective transferee. No Borrower or Guarantor shall have the right to assign any of its rights or obligations under or pursuant to the Loan Documents without BDC's prior written consent.

ACCEPTANCE

The Letter of Offer and any modification of it may be executed and delivered by original signature, fax, or any other electronic means of communication acceptable to BDC and in any number of counterparts, each of which is deemed to be an original and all of which taken together shall constitute one and the same Letter of Offer.

Should you have any questions regarding the Letter of Offer, do not hesitate to communicate with Kelly Faubert at (204) 983-2072.


Barbara Archibald
Senior Client Relationship Officer


William Ralph
Business Centre Manager

ACCEPTANCE

The parties accept the terms and conditions set forth above and in the attached Schedule "A".

This 21 day of August 2012 X

5274398 Manitoba Ltd. (o/a Cross Country Manufacturing)

Doerksen X Authorized Signing Officer
Signature

JONATHAN DOERKSEN X
Please Print Name

GUARANTOR(S)

Douglas P. Doerksen

Doerksen X

Jonathan D. Doerksen

Doerksen X

Timothy D. Klassen

Klassen X

August 20, 2012

SECTION I - DEFINITIONS

"Available Funds" - means in respect of the Borrower and any corporate Guarantor for any period of 12 months, the sum of the net profits before non-recurring or non operating items that are not related to normal operations (as designated by the external accredited accountant) plus depreciation and amortization; plus deferred income taxes; and minus the following: dividends, drawings/management bonuses, amortization of government grants and subsidies, redemption of share capital, advances or loans to (and repayment of advances or loans from) shareholders (owners), directors, related and non related businesses other than in the ordinary course of business.

"Available Funds Coverage Ratio" - means the ratio of Available Funds over the current portion of Term Debt.

"BDC's Base Rate" - means the annual rate of interest announced by BDC through its offices from time to time as its base rate and, as the case may be, subject to a discount for the duration, applicable to each of BDC's fixed interest rate plans then in effect for determining the fixed interest rates on Canadian dollar loans.

"BDC's Floating Base Rate" - means the annual rate of interest announced by BDC through its offices from time to time as its floating rate then in effect for determining the floating interest rates on Canadian dollar loans. The interest rate applicable to the Loan shall vary automatically without notice to the Borrower upon each change in BDC's Floating Base Rate.

"BDC's US Dollar Floating Base Rate" - means the 1-month US Dollar floating base rate set the last business day of each month for the following month for determining the floating interest rates on US Dollar loans. The interest rate applicable to the Loan shall vary automatically without notice to the Borrower upon each change in BDC's US Dollar Floating Base Rate. BDC's US Dollar Floating Base Rate for the period from the date of the first advance on the Loan to the first business day of the following month will be the 1-month US Dollar floating base rate as established by BDC on the first business day of the month in which the funds are disbursed. Thereafter, the 1-month US Dollar Floating Base Rate may vary on the first business day of each month.

"Corresponding Fixed Interest Rate Plan" - means, at any time in respect of a prepayment, the fixed interest rate plan then being offered by BDC to its clients equal to the number of years, rounded to the nearest year (minimum of one year), from the date such prepayment is received to the next scheduled Interest Adjustment Date (or the Maturity Date if earlier).

"Default" - means an Event of Default or any condition that, with the giving of notice, the passage of time or otherwise, is susceptible of being an Event of Default.

"GAAP" - means generally accepted accounting principles in Canada applied consistently.

"GAAP for Private Enterprises" means generally accepted accounting principles approved by the Accounting Standards Board for financial reporting for private companies in Canada who have elected not to adopt IFRS.

"IFRS" means International Financial Reporting Standards approved by the Accounting Standards Board for accounting for publicly accountable enterprises and private enterprises who have voluntarily decided to adopt this set of standards.

"Interest Adjustment Date" - means, in respect of any fixed interest rate plan, the day after the Interest Expiration Date of such fixed interest rate plan.

"Interest Differential Charge" - means, in respect of the prepayment of the Loan or any portion of the Loan on a fixed interest rate plan, if, on the date of the prepayment, the BDC's Base Rate for the Corresponding Fixed Interest Rate Plan is lower than the BDC's Base Rate in effect when the Borrower entered or renewed the fixed interest rate plan, whichever is most recent, the amount calculated as follows:

- (i) the difference between the two rates;
- (ii) such interest differential is multiplied by the principal that would have been outstanding at each future Payment Date until the next Interest Adjustment Date (or the maturity of the principal if earlier);
- (iii) the Interest Differential Charge is the present value of those monthly amounts calculated using BDC's Base Rate for the Corresponding Fixed Interest Rate Plan as the discount rate. In the case of partial prepayment, the Interest Differential Charge will be reduced in the same proportion as the amount prepaid bears to the principal outstanding on the Loan at the time prepayment is received. If the Loan is

secured by a mortgage or a hypothec on real estate and the Loan is prepaid in full after 5 years from the date of the mortgage or hypothec, the Interest Differential Charge shall not be payable if the mortgage or hypothec is given by an individual and shall only be payable if permitted under the Interest Act.

"Interest Expiration Date" - means the date on which a fixed interest rate plan expires.

"Loan" - shall have the meaning indicated in the Letter of Offer, or, as the context may require, at any time the unpaid principal balance of the Loan.

"Loan Documents" - means, collectively, the application for financing, the Letter of Offer, the security contemplated by the Letter of Offer and all other documents, instruments and agreements delivered in connection with the foregoing.

"Material Adverse Change" - means:

- (i) a material adverse change in, or a material adverse effect upon, the financial condition, operations, assets, business, properties or prospects of the Borrower or any corporate Guarantor,
- (ii) a material impairment of the ability of the Borrower or any corporate Guarantor to perform any of their obligations under any Loan Document, or
- (iii) a material adverse effect upon any substantial portion of the assets subject to security in favour of BDC or upon the legality, validity, binding effect, rank or enforceability of any Loan Document.

"Person" includes any natural person, corporation, company, Limited Liability Company, trust, joint venture, association, incorporated organization, partnership, governmental authority or other entity.

"Tangible Equity" - means the sum of the share capital [owners' capital for non incorporated businesses]; plus retained earnings [accumulated net income]; plus subordinated loans or advances from the shareholders [owners] in favour of BDC; minus loans or advances to the shareholders [owners], directors, related or non-related businesses other than in the normal course of business; minus intangible and non-business assets.

"Term Debt" - means the sum of the long-term debt plus the capital leases including the current portion to be paid over the next 12 months; plus the book value of preferred shares subject to a formal redemption agreement, if any.

"Term Debt to Tangible Equity Ratio" - means the ratio of the Term Debt over the Tangible Equity.

"Working Capital Ratio" - means the ratio of the total current assets over the total current liabilities. Current assets include the following: cash on deposit, accounts receivable (trade and other), inventory and prepaid expenses. Current liabilities include the following: bank advances, cheques in transit, accounts payable (trade and other) and the current portion due within the next 12 months of all long term debts.

SECTION II - REPRESENTATIONS AND WARRANTIES

The Borrower hereby represents and warrants to BDC that:

1. It is a partnership, trust or corporation, as the case may be, duly constituted, validly existing and duly registered or qualified to carry on business in each jurisdiction where it is required by applicable laws to be so registered or qualified.
2. The execution, delivery and performance of its obligations under the Letter of Offer and the other Loan Documents to which it is a party have been duly authorized and constitute legal, valid and binding obligations enforceable in accordance with their respective terms.
3. It is not in violation of any applicable law, which violation could lead to a Material Adverse Change.
4. No Material Adverse Change exists and there are no circumstances or events that constitute or would constitute, with the lapse of time, the giving of notice or otherwise, a Material Adverse Change.
5. No Default or Event of Default exists.
6. All information provided by it to BDC is complete and accurate and does not omit any material fact and, without limiting the generality of the foregoing, all financial statements delivered by it to BDC fairly present its financial condition as of the date of such financial statements and the results of its operations for the period covered by such financial statements, all in accordance with GAAP.

7. There is no pending or threatened claim, action, prosecution or proceeding of any kind including but not limited to non-compliance with environmental law or arising from the presence or release of any contaminant against it or its assets before any court or administrative agency which, if adversely determined, could lead to a Material Adverse Change.
8. In respect of properties and assets charged to BDC, it has good and marketable title, free and clear of any encumbrances, except those encumbrances which BDC has accepted in writing.

The foregoing representations and warranties shall remain in force and true until the Loan is repaid in full.

SECTION III - COVENANTS

The Borrower and each corporate Guarantor shall:

1. Perform their obligations and covenants under the Loan Documents.
2. Maintain in full force and effect and enforceable the Security contemplated by this Letter of Offer.
3. Notify BDC immediately of the occurrence of any Default under the Letter of Offer or any other Loan Documents.
4. Comply with all applicable laws and regulations.
5. Keep all secured assets insured for physical damages and losses on an "All-Risks" basis, including Equipment Breakdown (or Boiler & Machinery) where applicable, for their full replacement value and cause all such insurance policies to name BDC as loss payee as its interests may appear. The policies shall also name BDC as mortgagee and include a standard mortgage clause in respect of buildings over which BDC holds Security; and
as further Security, assign or hypothecate all insurance proceeds to BDC; and
if requested by BDC, maintain adequate general liability insurance and environmental insurance to protect it against any losses or claims arising from pollution or contamination incidents and to provide copies of such policies; and maintain all policies of insurance in effect for the duration of the loan.
6. Notify BDC immediately of any loss or damage to their property.
7. Without limiting the generality of paragraph 4 above, in relation to their business operations and the assets and projects of their business, operate in conformity with all environmental laws and regulations; make certain that their assets are and shall remain free of environmental damage; inform BDC immediately upon becoming aware of any environmental issue and promptly provide BDC with copies of all communications with environmental authorities and all environmental assessments; pay the cost of any external environmental consultant engaged by BDC to effect an environmental audit and the cost of any environmental rehabilitation or removal necessary to protect, preserve or remediate the assets, including any fine or penalty BDC is obligated to incur by reason of any statute, order or directive by a competent authority.
8. Promptly pay all government remittances, assessments and taxes including real estate taxes and provide BDC with proof of payments as BDC may request from time to time.
9. Promptly furnish to BDC such information, reports, certificates and other documents concerning the Borrower and any corporate Guarantor as BDC may reasonably request from time to time.
10. Not, without the prior written consent of BDC,
 - a. Change the nature of their business.
 - b. Amalgamate, merge, acquire or otherwise restructure their business, or create an affiliated company, or sell or otherwise transfer a substantial part of their business or any substantial part of their assets, or grant any operating license.
 - c. Permit any Person holding Equity Interests in the Borrower or any corporate Guarantor or in any Person that controls directly or indirectly the Borrower or any corporate Guarantor, to sell or transfer their Equity Interests in such Borrower or corporate Guarantor, or permit the Borrower or any corporate Guarantor or any Person that directly or indirectly controls the Borrower or any corporate Guarantor to issue any Equity Interests to any Person which is not a Borrower or a corporate Guarantor.

"Equity Interests" means, with respect to any Person, any and all shares, interests, participations, rights in, or other equivalents (however designated) of such Person's capital, including any interest in a partnership, limited partnership or other similar Person and any beneficial interest in a trust, which carry

the right to vote on the election of directors or individuals exercising similar functions in respect of such Person and/or which entitle their holder to participate in the profits of such Person.

This provision shall not apply to any Borrower or any corporate Guarantor who is a Public Issuer.

"Public Issuer" means any Borrower or any corporate Guarantor whose Equity Interests are listed or posted for trading on the Toronto Stock Exchange or the TSX Venture Exchange or any other stock exchange or over-the-counter market acceptable to BDC.

11. Not engage in, or permit their premises to be used by a tenant or other Person, for any activity which BDC, from time to time, deems ineligible, including without limitation any of the following ineligible activities:
 - a. businesses that are sexually exploitive or that are inconsistent with generally accepted community standards of conduct and propriety, including those that feature sexually explicit entertainment, products or services; businesses that are engaged in or associated with illegal activities; businesses trading in countries that are proscribed by the Federal Government;
 - b. businesses that operate as stand-alone nightclubs, bars, lounges, cabarets, casinos, discotheques, video arcades, pool and billiard halls, and similar operations; or
 - c. businesses that promote nudism and naturism.

BDC's finding that there is an ineligible activity shall be final and binding between the parties and will not be subject to review. The prohibitions set out in this paragraph 11 shall also apply to any entity that controls, is controlled by, or that is under the common control with, any Borrower and any corporate Guarantor.

SECTION IV - EVENTS OF DEFAULT

1. The Borrower fails to pay any amount owing under or pursuant to the Loan Documents.
2. The Borrower fails to comply with or to perform any provision of the Letter of Offer or the other Loan Documents.
3. The Borrower is in default under any other agreement with BDC or any third party for the granting of a loan or other financial assistance and such default remains unremedied after any cure period provided in such other agreement.
4. Any representation or warranty made by the Borrower or any corporate Guarantor in any Loan Document is breached, false or misleading in any material respect, or becomes at any time false.
5. Any schedule, certificate, financial statement, report, notice or other writing furnished by the Borrower or corporate Guarantor to BDC in connection with the Loan is false or misleading in any material respect on the date as of which the facts therein set forth are stated or certified.
6. The Borrower or corporate Guarantor becomes insolvent or generally fails to pay, or admits in writing their inability or refusal to pay their debts as they become due; or any Borrower or corporate Guarantor applies for, consents to, or acquiesces in the appointment of a trustee, receiver or other custodian for the benefit of creditors; or, in the absence of such application, consent or acquiescence, a trustee, receiver or other custodian is appointed for the Borrower or corporate Guarantor for a substantial part of the property of such party; or any bankruptcy, reorganization, debt arrangement, or other case or proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding, is commenced in respect of such party, or any Borrower or corporate Guarantor takes any action to authorize, or in furtherance of, any of the foregoing.
7. The Borrower ceases or threatens to cease to carry on all or a substantial part of their business.
8. Without the prior written consent of BDC, the occurrence of a change of control of the Borrower (as determined by BDC) who is not a Public Issuer.
9. The Borrower or any corporate Guarantor is in violation of any applicable law relating to terrorism or money laundering, including the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada).

10. In the event that either a) any Person or group of Persons, acting jointly or in concert, that already owns 20% or more of the outstanding Equity Interests of a Public Issuer, acquires a number of Equity Interests from such Public Issuer or from any third party that would result in such Person or group of Persons owning more than 50% of the outstanding Equity Interests of such Public Issuer or b) any Person or group of Persons, acting jointly or in concert, that does not already own 20% or more of the outstanding Equity Interests of a Public Issuer, acquires a number of Equity Interests from such Public Issuer or from any third party that would result in such Person or group of Persons owning at least 20% of the outstanding Equity Interests of such Public Issuer, BDC may review the Loan and may require that the Loan, together with interest and any other amounts then outstanding, be repaid within sixty (60) days. Should the Borrower fail to repay the Loan, accrued interest, and all other amounts outstanding within sixty (60) days of the demand by BDC under this provision, the Borrower shall be in Default and same shall constitute an Event of Default.

SECTION V - GENERAL TERMS AND CONDITIONS

The Borrower and each Guarantor agree to the following additional provisions:

Other Available Interest Rate Plans

Upon acceptance of the Letter of Offer, the Borrower can select one of BDC's other available fixed or floating interest rate plans. If the selection is made before the Acceptance Date, there is no fee and the selected plan shall be based on BDC's Base Rate in effect on the Loan Authorization Date. If the selection is made after the initial Acceptance Date, there is a fee and an Interest Differential Charge may apply. The new rate shall become effective on the fourth day following receipt of the request by BDC.

Standby Fee Date Change When Switching From Floating to Fixed Rate Plans

If the Borrower changes to a fixed interest rate plan within 2 months after the Loan Authorization Date, the standby fee shall be effective two months after the Loan Authorization Date. If the change to a fixed interest rate plan occurs later than two months after the Loan Authorization Date, the standby fee shall be effective on the date the new fixed interest plan takes effect.

Interest Adjustment Date

Provided no Default has occurred and is continuing, prior to each Interest Adjustment Date, BDC shall advise the Borrower of BDC's Base Rates then in effect for the fixed interest rate plans available. Not later than on the current Interest Expiration Date, the Borrower shall select a new interest rate plan. If the Borrower selects a new fixed interest rate plan, effective on the Interest Adjustment Date, the interest rate for the Loan shall be BDC's Base Rate applicable to the fixed interest rate plan selected by the Borrower adjusted by the Variance which new rate shall be applicable until the next Interest Expiration Date. If the Loan is on a fixed interest rate plan with blended payments of principal and interest, the repayment schedule shall be adjusted on each Interest Adjustment Date. If the Borrower has not advised BDC in writing of its choice before an Interest Adjustment Date, the Loan shall automatically switch to BDC's floating interest rate plan on the Interest Adjustment Date with an interest rate being BDC's Floating Base Rate as adjusted by the Variance. Outstanding principal for blended payment loans shall then be divided in equal monthly instalments to be paid until Maturity Date.

In the event BDC should demand repayment of the Loan by reason of an Event of Default, any fixed interest rate applicable at the time of demand shall continue to apply to the Loan until full repayment and shall not be adjusted at the next Interest Adjustment Date.

Pre-Authorized Payment System

All payments provided for in the Letter of Offer must be made by pre-authorized debits from the Borrower's bank account. The Borrower shall sign all documentation required to that effect and provide a sample cheque marked void.

Application of Payments

All payments shall be applied in the following order:

1. any prepayment indemnity (including the monthly interest and Interest Differential Charge)
2. protective disbursements;

3. standby fees (arrears and current);
4. arrears, in the following order: transaction fees, administration fees, management fees, interest and principal;
5. current balances, in the following order: transaction fees, management fees, interest and principal;
6. cancellation fees;
7. credits to the tax reserve account and asset maintenance and upgrade account, if applicable; and
8. other amounts due and payable.

Other than regular payments of principal and interest, BDC may apply any other monies received by it, before or after Default, to any debt the Borrower may owe BDC under or pursuant to the Letter of Offer or any other agreement and BDC may change those applications from time to time.

Consent to Obtaining Information

The Borrower and any corporate Guarantor authorize BDC, from time to time, to obtain financial, compliance, account status and any other information about a Borrower and any corporate Guarantor and their respective business from their accountants, their auditors, any financial institution, creditor, credit reporting or rating agency, credit bureau, governmental department, body or utility.

Notices

Notices must be in writing and may be given in person, or by letter sent by fax, mail, courier or electronically; if to the Borrower, at the Borrower's address above or such other addresses as the Borrower may advise BDC in writing, or if to BDC, at BDC's address above.

Joint and Several Liability

Where in the Loan Documents, any covenant, agreement, warranty, representation or obligation is made or imposed upon two or more Persons or a party comprised of more than one Person, each such covenant, agreement, warranty, representation or obligation shall be deemed to be and be read and construed as a joint and several (solidary in Quebec) covenant, agreement, warranty, representation or obligation of each such Person or party, as the case may be. Without limiting the generality of the foregoing, each Borrower shall be jointly and severally (solidarily) liable with each other to BDC for the full performance of all obligations under the Loan Documents.

Anti- Money Laundering/Know Your Client

The Borrower and each Guarantor acknowledge that, pursuant to prudent banking practices in respect of "knowing your client", BDC, in compliance with its internal policies, is required to verify and record information regarding the Borrower and each Guarantor, their directors, authorized signing officers, shareholders and other Persons in control of the Borrower and each Guarantor. The Borrower and each Guarantor shall promptly provide all such information, including supporting documentation and other evidence, as may be reasonably requested by BDC or any prospective assignee or other financial institution participating in the Loan with BDC, in order to comply with internal policies and applicable laws on anti-money laundering and anti-terrorist financing.

Confidentiality

The Borrower and each Guarantor shall not disclose the contents of this Letter of Offer to anyone except its professional advisors.

Changes in Accounting Standards

In the event that a Borrower or any Guarantor adopts any changes in accounting standards, including but not limited to GAAP for Private Enterprises and International Financial Reporting Standards (IFRS), which have an effect on any provision in the Letter of Offer relying on financial statement calculations, BDC may amend such provision to reflect the original intent of the provision.



BDCID: 10001504231

January 30, 2015

Mr. Douglas Doerksen
5274398 Manitoba Ltd.
2-418 South Railway Street
Morden, MB
R6M 2G2

Re: BDC Loan 040347-09 and 040347-12

Dear Mr. Doerksen:

We write in reference to our Letters of Offer for Loan No. 040347-09 and 040347-12, and any subsequent amendments thereto. Subject to the terms set out below, the following amendments will be made to your loan(s).

SECURITY

The following existing Security relating to this Loan:

First readvanceable mortgage in the face amount of \$1,600,000 on land **(legal description to be provided)** and buildings located at 1 Solvay Drive, Blenheim, ON owned by 5274398 Manitoba Ltd. o/a Cross Country Manufacturing.

is modified and is now replaced with:

First readvanceable mortgage in the face amount of \$1,600,000 on land **(legal described as PT LT 12, CON 1, EAST COMMUNICATION ROAD (HARWICH), Save and except PT 1, 24R-9801, MUNIICIPALITY OF CHATHAM-KENT)** and buildings located at 1 Solvay Drive, Blenheim, ON owned by 5274398 Manitoba Ltd. o/a Cross Country Manufacturing.

Except for the modifications expressly mentioned above, nothing in the above amendments with respect to the Security shall in any way alter the rights which BDC now or hereafter has or may have and resulting from the Security nor shall it alter in any way the liability of the remaining obligant(s) and/or guarantor(s), as the case may be.

Business Development Bank of Canada
155 Carlton Street
Suite 1100
Winnipeg, MB R3C 3H8

Attention: Kelly Faubert

Re: BDC Loan 040347-09 and 040347-12

The undersigned accept the terms and conditions set forth in BDC's Letter of Amendment dated January 30, 2015.

Signed this 30 day of JANUARY X2015.
(date) (month) (year)

BORROWER(S)

5274398 Manitoba Ltd.

Doerksen X Authorized Signing Officer

Name: JONATHAN DOERKSEN X

GUARANTOR(S)

[Signature] X

Timothy David Klassen

[Signature] X

Douglas Peter Doerksen

Doerksen X

Jonathan Douglas Doerksen



BDCID: 10004770755

March 15, 2016

Mr. Douglas Doerksen
5274398 Manitoba Ltd.
2-418 South Railway Street
Morden, MB
R6M 2G2

Re: BDC Loan 040347-09 and 040347-12

Dear Mr. Doerksen:

We write in reference to our Letters of Offer for Loan No. 040347-09 and 040347-12, and any subsequent amendments thereto. Subject to the terms set out below, the following amendments will be made to your loan(s).

Amendments – Loan No. 040347-09:

SECURITY

The following no longer forms part of BDC's Security on this Loan:

- First readvanceable mortgage in the face amount of \$1,500,000 on land (legally described as Concession 4, Part Lot 16, Parts 1, 3 & 5) and buildings located at 14 Industrial Park Road, Tilbury, ON, owned by 5274398 Manitoba Ltd. o/a Cross Country Manufacturing.
- Joint and Several Guarantee of Douglas P. Doerksen and Jonathan D. Doerksen and Timothy D. Klassen for 25% of the outstanding loan balance. The guarantors agree that they are personally responsible for the payment of the cancellation, standby and legal fees.

The following existing Security relating to this Loan:

First readvanceable mortgage in the face amount of \$1,500,000 on land legally described as Lot 1, Block 4, Plan 1924 MLTO in West 1/2 5-3-5 WPM and buildings located at 418 South Railway St., Morden, MB (subject to lease agreement in favour of Rogers Wireless Inc.), owned by 5274398 Manitoba Ltd. o/a Cross Country Manufacturing. Existing mortgage dated September 26, 2008 will stand as security for this loan. Amendment to face amount required.

Is modified and is now replaced with:

First readvanceable mortgage in the face amount of \$1,500,000 on land legally described as Lot 1, Block 4, Plan 1924 MLTO in West 1/2 5-3-5 WPM and buildings located at 418 South Railway St., Morden, MB (subject to lease agreement in favour of Rogers Wireless Inc.), owned



by 5274398 Manitoba Ltd. o/a Cross Country Manufacturing. Existing mortgage will stand as security for this loan.

The following existing Security relating to this Loan:

First readvanceable mortgage in the face amount of \$1,800,000 on land (legal described as PT LT 12, CON 1, EAST COMMUNICATION ROAD (HARWICH), Save and except PT 1, 24R-9801, MUNICIPALITY OF CHATHAM-KENT) and buildings located at 1 Solvay Drive, Blenheim, ON owned by 5274398 Manitoba Ltd. o/a Cross Country Manufacturing.

Is modified and is now replaced with:

First readvanceable mortgage in the face amount of \$1,800,000 on land (legal described as PT LT 12, CON 1, EAST COMMUNICATION ROAD (HARWICH), Save and except PT 1, 24R-9801, MUNICIPALITY OF CHATHAM-KENT) and buildings located at 1 Solvay Drive, Blenheim, ON owned by 5274398 Manitoba Ltd. o/a Cross Country Manufacturing. Existing mortgage will stand as security for this loan.

Except for the modifications expressly mentioned above, nothing in the above amendments with respect to the Security shall in any way alter the rights which BDC now or hereafter has or may have and resulting from the Security nor shall it alter in any way the liability of the remaining obligant(s) and/or guarantor(s), as the case may be.

Amendments – Loan No. 040347-12:

SECURITY

The following existing Security relating to this Loan:

First readvanceable mortgage in the face amount of \$1,500,000 on land legally described as Lot 1, Block 4, Plan 1924 MLTO in West 1/2 5 3 5 WPM and buildings located at 418 South Railway St., Morden, MB (subject to lease agreement in favour of Rogers Wireless Inc.), owned by 5274398 Manitoba Ltd. o/a Cross Country Manufacturing. Existing mortgage to stand as security for this loan.

Is modified and is now replaced with:

First readvanceable mortgage in the face amount of \$1,500,000 on land legally described as Lot 1, Block 4, Plan 1924 MLTO in West 1/2 5 3 5 WPM and buildings located at 418 South Railway St., Morden, MB (subject to lease agreement in favour of Rogers Wireless Inc.), owned by 5274398 Manitoba Ltd. o/a Cross Country Manufacturing. Amendment to face amount required.

Except for the modifications expressly mentioned above, nothing in the above amendments with respect to the Security shall in any way alter the rights which BDC now or hereafter has or may

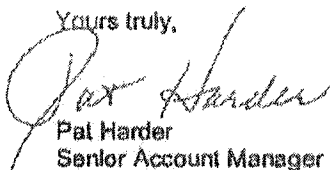


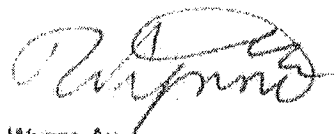
have and resulting from the Security nor shall it alter in any way the liability of the remaining obligant(s) and/or guarantor(s), as the case may be.

The amendments shall take effect upon receipt by BDC of the Acceptance Form duly signed by all signatories no later than June 11, 2016.

All other terms and conditions of your financing with BDC remain unchanged.

Yours truly,


Pat Harder
Senior Account Manager
Phone: (204) 983-4093
Patricia.HARDER@bdc.ca


Wynne Au
Senior Client Relationship Officer
Phone: (204) 984-5956
Wynne.AU@bdc.ca

Encl.

Business Development Bank of Canada
155 Carlton Street
Suite 1100
Winnipeg, MB
R3C 3H5

Attention: Pat Harder

Re: BDC Loan 049347-02 and 049347-12

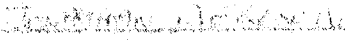
The undersigned accept the terms and conditions set forth in BDC's Letter of Amendment dated March 15, 2016.

Signed this _____ day of _____
(date) (month) (year)

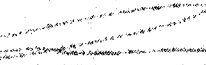
BORROWER(S)

5274388 Manitoba Ltd.

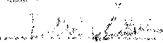
 Authorized Signing Officer

Name: 
(please print name of signing party)

GUARANTOR(S)


Timothy David Klassen


Douglas Peter Doerksen


Jonathan Douglas Doerksen