

GENERAL SECURITY AGREEMENT

BY

DR. PHONE FIX CANADA LIMITED

IN FAVOUR OF

AUKA CAPITAL CORP

NOVEMBER 7, 2024

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GENERAL SECURITY AGREEMENT

THIS AGREEMENT is dated as of November 7, 2024.

BY:

DR. PHONE FIX CANADA LIMITED

(the "**Debtor**")

IN FAVOUR OF:

AUKA CAPITAL CORP.

(the "**Secured Party**")

CONTEXT:

- A. The Secured Party has entered into a bridge loan agreement dated on or about the date hereof (the "**Loan Agreement**") with the Debtor under which the Secured Party has made available a term loan to the Debtor.
- B. The Debtor has agreed to execute and deliver this Agreement to and in favour of the Secured Party as security for payment and performance of the Obligations.

THEREFORE, the Debtor agrees with the Secured Party as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement, the following terms have the following meanings:

- 1.1.1 "**Agreement**" means this agreement, including all Schedules, as it may be supplemented, amended, restated or replaced by written agreement between the Parties.
- 1.1.2 "**Books and Records**" means all books, books of account, records, files, papers, disks, documents, correspondence, plans, ledgers, electronically recorded data and other repositories of data recorded in any form or medium, evidencing or relating to the Collateral, that are at any time owned or held by the Debtor or to which the Debtor (or any Person on the Debtor's behalf) has access.
- 1.1.3 "**Collateral**" means:
 - 1.1.3.1 all present and after-acquired personal property owned, leased, licensed, possessed or acquired by the Debtor, or in which the Debtor has rights, including all present and after-acquired Goods (including Equipment and Inventory), Investment Property, Instruments, Documents of Title, Chattel Paper, Intangibles (including Accounts), Money, Contracts, Crops and Fixtures, owned, leased, licensed, possessed or acquired by the Debtor, or in which the Debtor has rights,

and all Proceeds of that property, but specifically excludes the Excluded Collateral; and

- 1.1.3.2 all the presently owned or held and hereafter acquired real property of the Debtor,
- 1.1.4 "**Contracts**" means all contracts, licences (including Licences) and agreements to which the Debtor is at any time a party or pursuant to which the Debtor has at any time acquired rights, as those contracts, licences and agreements may be amended, restated, supplemented or replaced, and includes all rights of the Debtor:
 - 1.1.4.1 under warranties, guarantees or other similar agreements;
 - 1.1.4.2 to receive money due and to become due to it in connection with a contract, licence or agreement;
 - 1.1.4.3 to damages arising out of, or for breach or default in respect of, a contract, licence or agreement; and
 - 1.1.4.4 to perform and exercise all remedies in connection with a contract, licence or agreement.
- 1.1.5 "**Debtor**" is defined in the recital of the Parties, above.
- 1.1.6 "**Event of Default**" has the meaning given to it in the Loan Agreement.
- 1.1.7 "**Excluded Collateral**" means Consumer Goods, and any Intellectual Property Right, permit or Contract that would be breached or terminated if a Security Interest was granted in it without the consent of a third party, unless that consent is obtained, but does not include Accounts.
- 1.1.8 "**Governmental Authority**" means
 - 1.1.8.1 any federal, provincial, state, local, municipal, regional, territorial, aboriginal, or other government, governmental or public department, branch, ministry, or court, domestic or foreign, including any district, agency, commission, board, arbitration panel or authority and any subdivision of any of them exercising or entitled to exercise any administrative, executive, judicial, ministerial, prerogative, legislative, regulatory or taxing authority or power of any nature; and
 - 1.1.8.2 any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of them, and any subdivision of any of them.
- 1.1.9 "**Intellectual Property Rights**" means all of the Debtor's industrial and intellectual property rights, including copyrights, patents, trademarks, industrial designs, know-how and trade secrets, and all Contracts related to those industrial and intellectual property rights.
- 1.1.10 "**Loan Agreement**" is defined in paragraph A under "Context" above, and includes that agreement as it may be amended, restated, supplemented or replaced.
- 1.1.11 "**Loan Documents**" means this Agreement, the Loan Agreement, any other document or agreement agreed between the Debtor and the Secured Party, and any document or

agreement entered into under, or for the purpose of amending, supplementing, replacing or novating any of the foregoing.

- 1.1.12 **"Obligations"** means, at any time, all of the indebtedness, liabilities and obligations, absolute or contingent, direct or indirect, matured or not matured, liquidated or unliquidated, of the Debtor to the Secured arising under the Loan Agreement or created by reason of or relating to the Loan Agreement, and also includes all present and future indebtedness and obligations of the Debtor to the Secured Party under this Agreement.
- 1.1.13 **"Parties"** means, collectively, the Debtor and the Secured Party, and **"Party"** means any one of them.
- 1.1.14 **"Person"** will be broadly interpreted and includes:
 - 1.1.14.1 a natural person, whether acting in their own capacity, or in their capacity as executor, administrator, estate trustee, trustee or personal or legal representative, and the heirs, executors, administrators, estate trustees, trustees or other personal or legal representatives of a natural person;
 - 1.1.14.2 a corporation or a company of any kind, a partnership of any kind, a sole proprietorship, a trust, a joint venture, an association, an unincorporated association, an unincorporated syndicate, an unincorporated organization or any other association, organization or entity of any kind; and
 - 1.1.14.3 a Governmental Authority.
- 1.1.15 **"PPSA"** means the *Personal Property Security Act (Alberta)*.
- 1.1.16 **"Purchase Money Security Interest"** means a "purchase-money security interest" as defined in the PPSA.
- 1.1.17 **"Receiver"** means a receiver or receiver-manager of all or any part of the Collateral.
- 1.1.18 **"Secured Party"** is defined in the recital of the Parties, above.
- 1.1.19 **"Security Interests"** is defined in Section 2.2.

1.2 Incorporated Definitions

Capitalized terms not otherwise defined in this Agreement have the definitions set out in the PPSA.

1.3 Certain Rules of Interpretation

- 1.3.1 In this Agreement, words signifying the singular number include the plural and vice versa, and words signifying gender include all genders. Every use of the words "including" or "includes" in this Agreement is to be construed as meaning "including, without limitation" or "includes, without limitation", respectively.
- 1.3.2 The division of this Agreement into Articles and Sections, the insertion of headings and the provision of a table of contents are for convenience of reference only and do not affect the construction or interpretation of this Agreement.

1.3.3 References in this Agreement to an Article, Section or Schedule are to be construed as references to an Article, Section or Schedule of or to this Agreement unless otherwise specified.

1.3.4 Unless otherwise specified, any reference in this Agreement to any statute includes all regulations made under or in connection with that statute from time to time, and is to be construed as a reference to that statute as amended, supplemented or replaced from time to time.

1.4 Governing Law

This Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the Province of Alberta and the laws of Canada applicable in that Province.

1.5 Entire Agreement

This Agreement, together with the other Loan Documents and any other agreements and documents to be delivered under this Agreement, constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties, and there are no representations, warranties or other agreements between the Parties, express or implied, in connection with the subject matter of this Agreement except as specifically set out in this Agreement or in the other Loan Documents, or in any other agreements and documents delivered under this Agreement. No Party has been induced to enter into this Agreement in reliance on, and there will be no liability assessed, either in tort or contract, with respect to, any warranty, representation, opinion, advice or assertion of fact, except to the extent it has been reduced to writing and included as a term in this Agreement or in the other Loan Documents, or in any other agreements and documents delivered under this Agreement.

ARTICLE 2 GRANT OF SECURITY INTEREST

2.1 Security Interests

As security for payment and performance of the Obligations, the Debtor mortgages and charges to the Secured Party, and grants to the Secured Party (i) a security interest in, and the Secured Party takes a security interest in, all of the Debtor's right, title and interest in and to the Collateral referred to in Section 1.1.3.1 and (ii) a floating charge in favour of the Secured Party all of the Debtor's right, title and interest in and to the Collateral referred to in Section 1.1.3.2.

2.2 Limitations on Grant of Security

The mortgages, charges and security interests granted and created by this Agreement (collectively the "**Security Interests**") do not apply or extend to the last day of the term of any real property lease or sub-lease, oral or written, or any agreement therefor, now held or hereafter acquired by the Debtor, but the Debtor shall stand possessed of such one day remaining, upon trust to assign and dispose of the same as the Secured Party or any assignee of such lease, sub-lease or agreement shall direct. If any such lease, sub-lease or agreement therefor contains a provision which provides in effect that such lease, sub-lease or agreement may not be assigned, sub-leased, charged or encumbered without the leave, license, consent or approval of the lessor, the application of the Security Interest created hereby to any such lease, sub-lease or agreement shall be conditional upon such leave, license, consent or approval having been obtained.

2.3 Intellectual Property

Nothing in Section 2.1 is to be construed as an assignment or transfer of trade-marks (as defined in the *Trade-marks Act* (Canada)), but rather, in respect of trade-marks, Section 2.1 shall operate only as a grant of a security interest in all the Debtors' right, title and interest in trade-marks.

2.4 Attachment

The Debtor and the Secured Party do not intend to postpone the attachment of the Security Interests, except as provided in Section 2.2, and except as provided in that Section the Security Interests will attach when:

- 2.4.1 this Agreement has been executed, or in the case of after-acquired property, that property has been acquired by the Debtor;
- 2.4.2 value has been given; and
- 2.4.3 the Debtor has rights in the Collateral, or in the case of after-acquired property, acquires rights in the Collateral.

2.5 Purchase Money Security Interests

The Security Interests will constitute Purchase Money Security Interests to the extent that they secure:

- 2.5.1 payment of all or part of the purchase price of any of the Collateral; or
- 2.5.2 monies or credit advanced by the Secured Party to the Debtor for the purpose of enabling the Debtor to acquire rights in any of the Collateral and were so used by the Debtor;

and a certificate of an officer of the Secured Party as to the extent that the Security Interests secure payment of all or part of a purchase price or monies or credit so advanced and used will be prima facie proof of the Purchase Money Security Interests constituted by this Agreement.

2.6 Excluded Collateral

Debtor shall hold all Excluded Collateral (other than Consumer Goods) in trust for the Secured Party and (i) may not, without the Secured Party's written permission, which may not be unreasonably denied,

assign, transfer or otherwise dispose of any such rights or interests (except as otherwise permitted by the Loan Agreement) and (ii) upon the exercise by the Secured Party of any of its remedies under this Agreement following the occurrence and during the continuance of an Event of Default, shall perform its obligations and exercise and enforce its rights thereunder at the direction of the Secured Party and for the benefit of the Secured Party

2.7 Crystallization Against Real Property

In respect of real property (and interests therein) subject to the floating charge created by Section 2.1 such floating charge shall become a fixed charge against such property and interests upon the earlier of (a) the Security Interest becoming enforceable in accordance with Article 4 and the Secured Party giving written notice to the Debtor that the indebtedness secured thereby is forthwith due and payable and that the floating charge has become a fixed charge on the real property and interests therein charged thereby, and (b) the occurrence of any other event which by operation of law would result in the floating charge becoming a fixed charge on the real property and interests therein of the Debtor charged thereby.

ARTICLE 3 COVENANTS

3.1 Covenants

The Debtor covenants with the Secured Party that:

- 3.1.1 except for the Security Interests and any security interests created by the other Loan Documents, it is (and as to Collateral to be acquired after the date of this Agreement, will be) the owner of the Collateral free and clear of all liens, charges, claims, encumbrances, taxes or assessments;
- 3.1.2 it will defend the Collateral against all claims and demands of all Persons claiming the Collateral or an interest in the Collateral at any time;
- 3.1.3 it will not sell, offer to sell, transfer, pledge or mortgage the Collateral, nor will the Debtor permit the creation of any other security interest in the Collateral in favour of any Person other than the Secured Party, without the prior written consent of the Secured Party;
- 3.1.4 all Proceeds of the sale or other disposition of Collateral will be received as trustee for the Secured Party and will be promptly paid over to the Secured Party;
- 3.1.5 it will keep the Collateral insured to its full insurable value with financially sound and reputable companies against loss or damage by fire, explosion, theft and other risks as are customarily insured against by Persons carrying on similar businesses, or owning similar property. The relevant insurance policies will:
 - 3.1.5.1 be in form and substance satisfactory to the Secured Party;
 - 3.1.5.2 provide that no cancellation, material reduction in amount, or material change in coverage will be effective until at least 30 days after receipt of written notice by the Secured Party;

3.1.5.3 contain by way of endorsement a standard mortgagee clause in a form approved by the Insurance Bureau of Canada and satisfactory to the Secured Party; and

3.1.5.4 name the Secured Party, as applicable, as mortgagee, first loss payee, and additional insured as its interest may appear,

and the Debtor will, at the Secured Party's request, deliver those insurance policies, or satisfactory evidence of those policies, to the Secured Party.

3.1.6 it will provide, upon request from the Secured Party, written information relating to any part of the Collateral, and the Secured Party will be entitled to inspect the Collateral, including the Books and Records, wherever located. For this purpose the Secured Party will have access to all places where any part of the Collateral is located, and to all premises occupied by the Debtor; and

3.1.7 if, following the date of this Agreement, the Debtor acquires additional Investment Property, the Debtor will inform the Secured Party of that acquisition and will, promptly upon the request of the Secured Party, enter into a pledge agreement and, if necessary, a related control agreement with the relevant Securities Intermediary giving the Secured Party control of the Investment Property, to further perfect the Security Interests in that Collateral; and

3.1.8 the Collateral, to the extent that it consists of tangible property, is and will be kept at the premises specified in the lease agreements provided in Schedule 1, and none of the Collateral will be removed from those locations without the prior written consent of the Secured Party.

ARTICLE 4 DEFAULT AND ENFORCEMENT

4.1 Events of Default

An Event of Default under the Loan Agreement will be an event of default under this Agreement, and the security hereby constituted shall become enforceable without the need for any action or notice on the part of the Secured Party (except as required by applicable law) upon the occurrence and during the continuance of an Event of Default.

4.2 Acceleration

If proceedings are commenced to appoint, or any creditor of the Debtor or any other Person privately appoints, a receiver, receiver-manager, trustee, custodian, liquidator, monitor or similar official for the Debtor or any part of the Debtor's property, including the Collateral or any part of it, all of the Obligations will immediately become due and payable without any demand or any notice of any kind to the Debtor. If any other Event of Default occurs the Secured Party, in its sole and absolute discretion, may declare all or any part of the Obligations, whether or not by their terms payable on demand, immediately due and payable, without any further demand or notice of any kind.

4.3 Demand Obligations

The provisions of Section 4.2 and any other right to demand payment, and to accelerate payment, of the Obligations upon the occurrence of an Event of Default will not affect the demand nature of any

indebtedness or obligations payable by the Debtor to the Secured Party on demand, and the Secured Party may demand payment of that indebtedness and those obligations at any time without restriction, whether or not the Debtor has complied with the provisions of this Agreement or any other instrument between the Debtor and the Secured Party.

4.4 Security Interests Enforceable

The occurrence of an Event of Default will cause the Security Interests to become enforceable against the Debtor without the need for any action or notice by the Secured Party.

4.5 Remedies of the Secured Party

If the Security Interests become enforceable, the Secured Party will have all of the rights and remedies of a secured party provided by law or in equity, including the rights and remedies of a secured party under the PPSA. In addition, the Secured Party may exercise any of the rights and remedies provided by this Agreement, including any one or more of the following remedies:

- 4.5.1 the Secured Party may, either directly or indirectly or through its agents or nominees, exercise any or all of the powers and rights given to a Receiver pursuant to Section 4.5.3 of this Agreement, inclusive, and further may take possession of, collect, realize on, or enforce against the Collateral, and may sell, lease or otherwise dispose of the Collateral either as a whole or in separate parcels, at public auction, by public tender or by private sale, either for cash or on credit, and on such terms and conditions as the Secured Party may determine;
- 4.5.2 the Secured Party may take proceedings in any court of competent jurisdiction for the appointment of a Receiver, may sell or foreclose on the Collateral, and may take any other action, suit, remedy or proceeding authorized or permitted under this Agreement or by law or in equity in order to enforce the Security Interests;
- 4.5.3 the Secured Party may by instrument in writing appoint a Receiver on any terms as to remuneration and otherwise as the Secured Party thinks fit, and may remove and appoint a replacement for any Receiver, and any Receiver so appointed will, in addition to all of the right and remedies of a receiver under the PPSA, have the power:
 - 4.5.3.1 to take possession of, collect, demand, sue on, recover, receive, realize on or enforce against the Collateral, and for that purpose to give valid and binding receipts and discharges for and in respect of it, and take any proceedings in the name of the Debtor or otherwise as may seem expedient;
 - 4.5.3.2 to carry on or manage all or any part of the business of the Debtor;
 - 4.5.3.3 to borrow money on the security of the Collateral in priority to this Agreement or otherwise for the purpose of the maintenance, preservation or protection of the Collateral, for carrying on or managing all or any part of the business of the Debtor or for exercising any other power under this Agreement;
 - 4.5.3.4 to sell, lease, accept surrenders of leases of or otherwise dispose of the Collateral in whole or in part, at public auction, by public tender or by private sale, either for cash or upon credit, at the time and upon any terms and conditions as the Receiver may determine; and

4.5.3.5 to make any arrangement or compromise that the Receiver thinks expedient.

4.6 Appointment of Attorney

The Debtor appoints the Secured Party, and any officer or agent of the Secured Party, with full power of substitution, effective upon the occurrence of an Event of Default, to be the attorney of the Debtor with full power and authority in the place of the Debtor and in the name of the Debtor or in its own name, to take all appropriate action and to execute all documents and instruments as, in the opinion of the attorney acting reasonably, may be necessary or desirable to accomplish the purposes of this Agreement, and generally to use the name of the Debtor and to do all things as may be necessary or incidental to the exercise of all or any of the powers conferred on the Secured Party under this Agreement. These powers are coupled with an interest and are irrevocable until this Agreement is terminated and the Security Interests are released. Nothing in this Section affects the right of the Secured Party or any other Person, to sign and file or deliver, as applicable, any financing statements, financing change statements, notices, verification agreements and other documents relating to the Collateral and this Agreement as the Secured Party or the other Person considers appropriate.

4.7 Proceeds of Disposition

The Proceeds of the sale, lease or other disposition of the whole or any part of the Collateral will be applied to the Obligations, including any amounts owed to the Secured Party under Section 5.5, and any surplus remaining in the hands of the Receiver or the Secured Party will be distributed as required by the PPSA or other applicable law.

4.8 No Set-Off

The Obligations will be paid by the Debtor without regard to any equities between the Debtor and the Secured Party or any right of set-off, combination of accounts, cross-claim or counterclaim. Any indebtedness owing by the Secured Party to the Debtor may be set off or applied against, or combined with, the Obligations by the Secured Party at any time, either before or after maturity, without demand upon, or notice to, anyone.

4.9 Deficiency

If the Proceeds of the realization of the Collateral are insufficient to fully pay the Obligations to the Secured Party, the Debtor will be liable to pay, and will immediately pay or cause to be paid, the deficiency to the Secured Party.

4.10 Waiver

The Secured Party may waive in writing any Event of Default or any breach by the Debtor of any provision of this Agreement, provided that no waiver of any Event of Default or breach, and no failure to exercise or delay in exercising any rights or remedies arising from any Event of Default or breach, will constitute a waiver of any other Event of Default or breach by the Debtor of any provision of this Agreement, whether or not similar, nor does any waiver constitute a continuing waiver unless otherwise expressly provided.

**ARTICLE 5
GENERAL**

5.1 No Automatic Discharge

This Agreement will not be or be considered to have been discharged by reason only of the Debtor ceasing to be indebted or under any liability, direct or indirect, absolute or contingent, to the Secured Party.

5.2 No Obligation to Advance

None of the preparation, execution or registration of notice of this Agreement will bind the Secured Party to advance any monies or extend any credit to the Debtor, nor will the advance of a portion of any monies or the extension of a portion of any credit by the Secured Party to the Debtor bind the Secured Party to make available any unadvanced or unextended portion of those monies or that credit.

5.3 Security Additional

The Security Interests are in addition to and not in substitution for any other security now or in the future held by the Secured Party.

5.4 Realization

The Secured Party may realize upon various securities securing the Obligations or any part of them in any order that it sees fit, and realization by any means upon any security or part of it will not bar realization upon any other security or the Security Interests or any part of them.

5.5 Payment of Costs

The Debtor will pay on demand all costs and expenses incurred (including legal costs and disbursements on a 100 percent, complete indemnity basis) and fees charged by:

- 5.5.1 the Secured Party in connection with obtaining or discharging this Agreement, establishing or confirming the priority of the Security Interests created by this Agreement or by law, or complying with any demand by any Person under the PPSA to amend or discharge any registration relating to this Agreement; and
- 5.5.2 the Secured Party or any Receiver in exercising any remedy under this Agreement (including preserving, repairing, processing, preparing for disposition and disposing of the Collateral by sale, lease or otherwise) and in carrying on the Debtor's business.

All of those amounts will bear interest from time to time at the highest interest rate then applicable to any of the Obligations, and the Debtor will reimburse the Secured Party or Receiver, as applicable, upon demand for any amount so paid.

5.6 No Merger

This Agreement will not operate to create any merger or discharge of any of the Obligations, or of any assignment, transfer, guarantee, lien, contract, promissory note, bill of exchange or security interest

held or that may in the future be held by the Secured Party from the Debtor or from any other Person. The taking of a judgment relating to any of the Obligations will not operate as a merger of any of the covenants contained in this Agreement.

5.7 Extensions

The Secured Party may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges, refrain from perfecting or maintaining perfection of security interests and otherwise deal with the Debtor, account debtors of the Debtor, sureties and others, and with the Collateral and other security interests, as the Secured Party may see fit without prejudice to the liability of the Debtor or to the Secured Party's right to hold and realize on the security constituted by this Agreement.

5.8 Appropriation of Payments

All payments of the Obligations from time to time and all monies realized from any security interests held to secure the Obligations, including monies collected in accordance with or realized on any enforcement of this Agreement, may be applied to any part of the Obligations that the Secured Party may see fit, and the Secured Party may at all times and from time to time change any appropriation as the Secured Party may see fit.

5.9 Use of Collateral by Debtor

Except as provided in this Agreement, until an Event of Default occurs the Debtor will be entitled to possess, operate, collect, use and enjoy the Collateral in any manner not inconsistent with the terms of this Agreement.

5.10 Joint and Several Obligations

If the Debtor is composed of more than one Person, the agreements of, and all obligations and covenants to be performed and observed by, each of the Persons comprising the Debtor under this Agreement will be the joint and several agreements, obligations and covenants of each of the Persons comprising the Debtor, and any request or authorization given to the Secured Party by any of the Persons comprising the Debtor will be considered to be the requests or authorizations of each of the Persons comprising the Debtor.

5.11 Notices

Any notice, demand, request, consent, approval or other communication which is required or permitted under this Agreement will be made or given by the Parties on the terms set out in the Loan Agreement.

5.12 Severability

Each provision of this Agreement is distinct and severable. If any provision of this Agreement, in whole or in part, is or becomes illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect the legality, validity or enforceability of the remaining provisions of this Agreement, or the legality, validity or enforceability of that provision in any other jurisdiction.

5.13 Submission to Jurisdiction

Without prejudice to the ability of the Secured Party to enforce this Agreement in any other proper jurisdiction, the Debtor irrevocably submits and attorns to the non-exclusive jurisdiction of the courts of the Province of Alberta to determine all issues, whether at law or in equity, arising from this Agreement. To the extent permitted by applicable law, the Debtor irrevocably waives any objection (including any claim of inconvenient forum) to the venue of any legal proceeding arising out of or relating to this Agreement in the courts of that Province, or that the subject matter of this Agreement may not be enforced in those courts, and irrevocably agrees not to seek, and waives any right to, judicial review by any court that may be called upon to enforce the judgment of the courts referred to in this Section 5.13, of the substantive merits of any such suit, action or proceeding. To the extent the Debtor has or in the future may acquire any immunity from the jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself or its property, the Debtor irrevocably waives that immunity in respect of its obligations under this Agreement.

5.14 Amendment

No supplement, amendment, waiver, discharge or termination of this Agreement is binding unless it is executed in writing by the Parties.

5.15 Further Assurances

The Debtor will, at the Debtor's cost, execute and deliver any further agreements and documents and provide any further assurances as may be reasonably required by the Secured Party to give effect to this Agreement and, without limiting the generality of the foregoing, will do or cause to be done all acts and things, execute and deliver or cause to be executed and delivered all agreements and documents and provide any assurances, undertakings and information as may be required from time to time by all Governmental Authorities or stock exchanges having jurisdiction over the affairs of the Debtor or as may be required from time to time under applicable securities legislation.

5.16 Assignment

- 5.16.1 The Secured Party may, without notice to or consent of the Debtor, at any time assign, transfer or grant a security interest in its rights and obligations under this Agreement and the Security Interests. The Debtor expressly agrees that the assignee, transferee or secured party, as the case may be, will have all of the Secured Party's rights and remedies under this Agreement and the Debtor will not assert any defence, cross-claim, counterclaim, right of set off or any other claim that the Debtor now has or in the future acquires against the Secured Party in any action commenced by any assignee, transferee or secured party, as the case may be, and will pay the Obligations to the assignee, transferee or secured party, as the case may be, as the Obligations become due.
- 5.16.2 Neither this Agreement nor any rights or obligations under this Agreement may be assigned by the Debtor without the prior consent of the Secured Party.

5.17 Enurement

This Agreement enures to the benefit of the Secured Party and its successors and assigns, and is binding upon the Debtor and its successors and permitted assigns.

5.18 Creation and Use of Electronic Document

This Agreement may be created, provided, received, retained and otherwise used, and will be accepted, in any digital, electronic or other intangible form.

5.19 Electronic Signatures and Delivery

This Agreement may be:

- 5.19.1 signed by manual, digital or other electronic signatures; and
- 5.19.2 delivered or transmitted by any digital, electronic or other intangible means, including by e-mail or other functionally equivalent electronic means of transmission;

and that execution, delivery and transmission will be valid and legally effective to create a valid and binding agreement between the Parties.

5.20 Counterparts

This Agreement may be signed and delivered in counterparts, with the same effect as if each of the signatories had signed and delivered the same document, and that execution and delivery will be valid and legally effective.

5.21 Acknowledgment and Waiver

The Debtor:

- 5.21.1 acknowledges receiving a copy of this Agreement; and
- 5.21.2 waives all rights to receive from the Secured Party a copy of any financing statement, financing change statement or verification statement filed or issued, as the case may be, at any time in respect of this Agreement or any amendments to this Agreement.

5.22 Waiver of Insurance Statutes

Without prejudice to any rights it may have under the Loan Agreement with respect to the use of insurance proceeds, the Debtor hereby irrevocably waives any and all statutory provisions which may require that proceeds of insurance be used, or permit an insurer to use proceeds of insurance, to restore or rebuild the Collateral, including the *Insurance Act* (Alberta).

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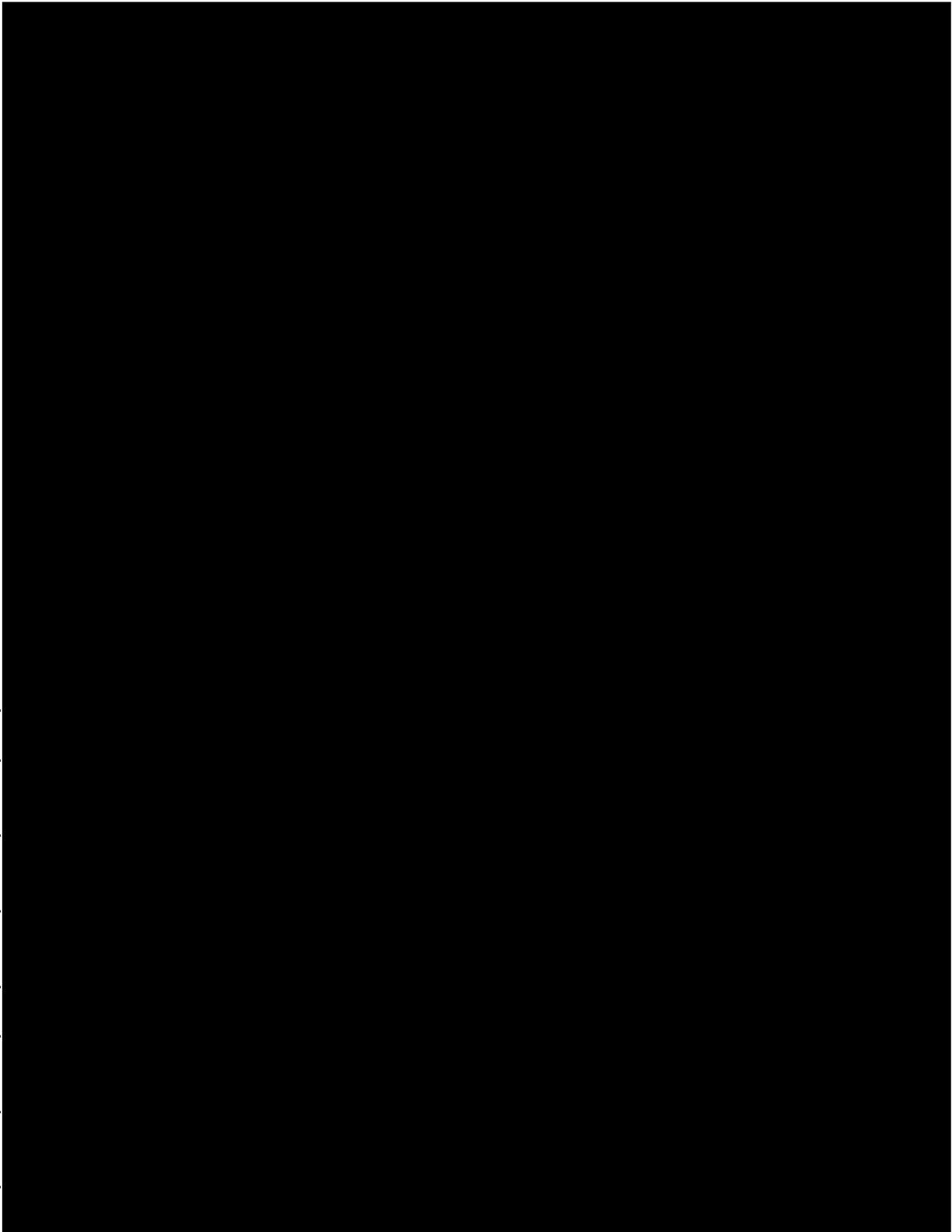
The Debtor has executed and delivered this Agreement as of the date noted at the beginning of the Agreement.

DR PHONE FIX CANADA LIMITED

Per: (signed) "Piyush Sawhney"
Name: Piyush Sawhney
Title: Chief Executive Officer

**SCHEDULE 1
LOCATIONS OF COLLATERAL**

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Parties to leases redacted per confidentiality terms of leases.

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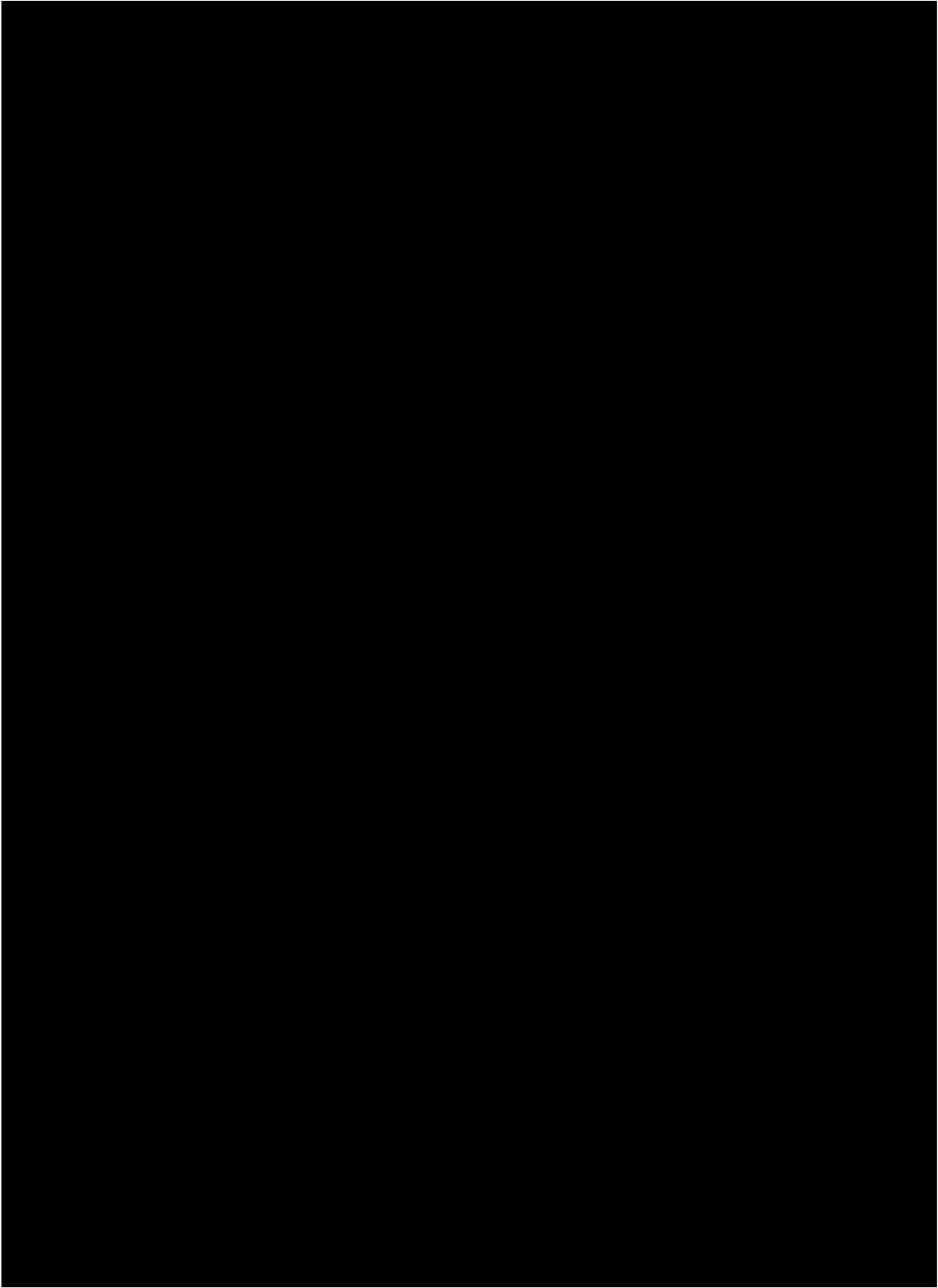
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Parties to leases redacted per confidentiality terms of leases.

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Parties to leases redacted per confidentiality terms of leases.