

**LOAN AGREEMENT**

THIS AGREEMENT made as of the 21<sup>st</sup> day of January 2019,

BETWEEN:

**EESTOR CORPORATION**, a corporation incorporated under the laws of the Province of Ontario and having its head office at 21 St. Clair Avenue East, Suite 301, Toronto, Ontario M4T 1L9

(hereinafter referred to as the "Borrower")

OF THE FIRST PART,

–and–

**ROBERT TOCCHIO**, an individual resident in [redacted] [redacted],  
[redacted] [redacted] [address redacted]

(hereinafter referred to as the "Lender")

OF THE SECOND PART.

WHEREAS the Borrower has requested the Lender to loan to the Borrower the aggregate sum of up to Three Hundred Thousand Dollars (\$300,000) in lawful money of Canada on the terms and conditions hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the respective covenants and agreements of the parties contained herein, the sum of one dollar paid by each party hereto to each of the other parties hereto and other good and valuable consideration, (the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto), it is agreed as follows:

**ARTICLE ONE – DEFINITIONS AND INTERPRETATION**

1.1 **Definitions.** In this Agreement unless something in the subject matter or context is inconsistent therewith:

- (a) "Business Day" means any day other than a Saturday or Sunday, or holiday, on which Canadian chartered banks are open for business in Toronto, Ontario;
- (b) "Note" means each promissory note of the Borrower in favour of the Lender denominated in Canadian Dollars in the form attached hereto as Schedule "B";

- (c) "Pledge Agreement" means the security agreement so entitled and issued by the Borrower to the Lender dated as of the 21<sup>st</sup> day of January, 2019 and attached hereto as Schedule "A";

1.2 **Schedules.** Schedule "A" and Schedule "B", attached hereto, are incorporated in and deemed to be an integral part of this Agreement.

## ARTICLE TWO – THE LOAN

2.1 **The Loan.** The Lender hereby agrees that on the terms and subject to the conditions set forth herein, it will make a loan (the "Loan") in the aggregate amount of Three Hundred Thousand Dollars (\$300,000) to the Borrower. The Loan may be drawn down by the Borrower in tranches of not less than \$25,000 on no less than two (2) Business Days written notice from the Borrower to the Lender

## ARTICLE THREE –NOTE AND SECURITY

3.1 **Promissory Notes.** Each disbursement of funds made pursuant to Section 2.1 hereof, shall be evidenced by a Note, in the form attached hereto as Schedule "B".

3.2 **Security.** As security for repayment of the Loan and the other obligations of the Borrower as set out in this Loan Agreement, the Borrower agrees to pledge all of its right, title and interest in the shares of ZENN Capital Inc., and to execute and deliver the Pledge Agreement, and all certificates, stock transfer powers and other documents or instruments contemplated by the Pledge Agreement, to the Lender. The Borrower agrees to execute an assignment of all loans and advances made by the Borrower to EEStor, Inc. and all related security within 15 days of executing this Agreement.

## ARTICLE FOUR –WARRANTS

4.1 **Issue of Warrants.** As additional consideration for the Loan, at the time of each advance under Section 2.1 hereof, the Borrower shall issue to the Lender such number of warrants to acquire common shares of the Borrower determined by dividing the principal amount so advanced by \$0.13. Each warrant will be non-transferable and will entitle the holder to acquire one common share at a price of \$0.13 until January 21, 2020. All warrants will be resale restricted for a period of 4-months from the date of issue and will bear a legend to this effect. The warrants will be in form acceptable to the Lender, acting reasonably. On each issuance of warrants, the Lender hereby represents and warrants to the Borrower that it is an "accredited investor" as such term is defined in National Instrument 45-106 *Exempt Distributions* of the Canadian Securities Administrators, it is acquiring the warrants as principal and not for resale or distribution.

## ARTICLE FIVE – REPAYMENT

5.1 **Repayment.** Subject to Section 7.2 and unless otherwise due earlier hereunder, the principal amount of the Loan shall be repaid together with any interest or other amounts payable hereunder on January 21, 2020. Should the Borrower raise additional capital through the issuance of equity, equity-like or further debt securities for net proceeds of not less than the principal amount of the Loan then outstanding, the Loan shall become repayable within 10 business days of such issuance, unless otherwise waived by the

Lender in writing. Notwithstanding repayment under this Section 5.1, and prepayment under Section 7.2, the Borrower shall not repay any amounts under the Loan as part of any privatization of the Borrower unless otherwise waived by the Lender in writing. The Borrower shall provide the Lender with notice in writing of any prepayment not less than two (2) Business Days prior to any prepayment. At the sole discretion of the Lender, and subject to regulatory approval, the Lender may request in writing to the Borrower prior to the date of repayment or prepayment, that such payment be satisfied, either in whole or in part, through the issuance of common shares of the Borrower. Such common shares of the Borrower would be issued under private placement exemptions and be issued at a price per share based on the volume weighted average price for the previous 10 trading days prior to receipt of the Lender's request in writing, subject to regulatory approval.

5.2 **Return of Security.** Upon repayment of the Loan in full (including interest thereon) and any other amounts to be paid by the Borrower to the Lender hereunder, the Lender shall as soon as practical return all security held to the Borrower and shall sign all documents and do all acts and things as may be reasonably requested by the Borrower and at the cost of the Borrower to discharge the security.

## ARTICLE SIX – INTEREST

6.1 **Interest.** The Loan shall bear interest, including interest on overdue interest, both before and after default and judgment on any unpaid principal balance thereof until maturity from time to time at six percent (6.0%) per annum, calculated monthly and payable quarterly not in advance.

## ARTICLE SEVEN – PAYMENTS AND PREPAYMENTS

7.1 **Type and Place of Payment.** All payments of principal, interest and other amounts payable hereunder by the Borrower, shall be made or delivered to the Lender at the following address:

[REDACTED ADDRESS]

[address redacted]

7.2 **Prepayments.** The Borrower shall be entitled to prepay all of the outstanding principal amount of the Loan, or any portion thereof, at any time without interest or penalty, subject to a minimum of \$25,000.

## ARTICLE EIGHT – REPRESENTATIONS AND WARRANTIES

8.1 **Representations and Warranties of the Borrower.** To induce the Lender to enter into this Agreement and to make the Loan, the Borrower makes the following representations and warranties which shall survive the execution and delivery of this Agreement, the Pledge Agreement and the Notes:

- (a) Neither the execution and delivery of this Agreement nor compliance with the terms, conditions and provisions hereof, will conflict with or result in a breach of any of the terms, conditions or provisions of:
  - (i) any agreement, instrument or arrangement to which the Borrower is now a party or by which it is or may be bound, or constitute a default thereunder;

- (ii) any judgment or order, writ, injunction or decree of any court; or
  - (iii) any applicable law or governmental regulation.
- (b) No action of, or filing with any governmental or public body or authority is required to authorize, or is otherwise required in connection with, the execution, delivery and performance of this Agreement, the Pledge Agreement and the Note by the Borrower, other than the approval of the TSX Venture Exchange.
- (c) There are no actions, suits or proceedings pending, to the knowledge of the Borrower, threatened (nor to the best knowledge of the Borrower is there any pending investigation) against or involving the Borrower at law or in equity or before or by any federal, provincial, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, or before any arbitrator of any kind, which involve a reasonable possibility (so far as the Borrower can foresee) of any material adverse change in the financial affairs of the Borrower, and the Borrower is not in default with respect to any judgment, order, writ, injunction, decree, rule or regulation of any court, arbitrator or federal, provincial, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, which involves a reasonable possibility (so far as the Borrower can foresee) of any material adverse change in the financial affairs of the Borrower.
- (d) The Borrower attests that none of the assets that comprise the security for the Loan as described in Section 3.2 above have been previously pledged and the Borrower shall enter into an assignment agreement within 15 days of signing this Agreement assigning as security for the Lender all inter-company loans made to EEStor, Inc. and related security.

## **ARTICLE NINE – COVENANTS**

9.1 **Covenants of the Borrower.** From the date of this Agreement and thereafter until the Loan (including interest thereon) and any other amounts to be paid by the Borrower to the Lender hereunder, are paid in full:

- (a) The Borrower will notify the Lender immediately if the Borrower shall default in a material manner in the payment of any of its indebtedness for borrowed money, whether such indebtedness now exists or shall hereafter be created. The Borrower also shall notify the Lender immediately if there shall occur a material event of default under any mortgage, indenture or instrument (including without limitation this Agreement) under which there may be issued, or by which there may be incurred or evidenced, any indebtedness of the Borrower for borrowed money, whether such indebtedness now exists or shall hereafter be created.
- (b) The Borrower will comply with the requirements of all applicable laws, rules, regulations and orders of any governmental authority, a breach of which would materially and

adversely affect the financial condition or businesses of the Borrower, except where contested in good faith and by proper proceedings.

- (c) The Borrower will promptly give the Lender notice in writing of all litigation and all proceedings before any governmental or regulatory agencies or arbitration authorities affecting the Borrower, except those which, if adversely determined, would not have a material adverse effect on the financial condition or business of the Borrower.
- (d) The Borrower will pay or reimburse the Lender and its agent for all reasonable costs, charges and expenses (including legal fees and disbursements on a solicitor and his own client basis) of or incurred by the Lender in connection with this Agreement and any security interest taken in connection with this Agreement including, without limitation, all costs, charges and expenses in connection with the recovery or enforcement of the Loan and/or the other obligations of the Borrower contained in this Agreement.

#### **ARTICLE TEN – EVENTS OF DEFAULT**

**10.1 Default.** The Loan, together with accrued interest thereon, and all other obligations of the Borrower hereunder shall become and be immediately due and payable upon written notice of the Lender if any one or more of the following events (herein called "Events of Default") shall occur for any reason whatsoever:

- (a) if default shall be made in the due and punctual payment of the principal of the Loan, when and as the same shall become due and payable, whether on demand by the Lender or by acceleration or otherwise and such default shall have continued for a period of ten (10) days after notice from the Lender to the Borrower;
- (b) if default shall be made in the due and punctual payment of interest on the Loan or any other amounts due hereunder, when and as the same shall become due and payable, and such default shall have continued for a period of ten (10) days after notice from the Lender to the Borrower;
- (c) if any representation or warranty of the Borrower in this Agreement shall prove to have been untrue or incorrect in any material respect on the date as of which it was made and such default shall have continued for a period of ten (10) days after notice from the Lender to the Borrower;
- (d) if the Borrower shall default in the performance or observance of any covenant in this Agreement and such default shall have continued for a period of ten (10) days after notice from the Lender to the Borrower;
- (e) if the Borrower shall:
  - (i) admit in writing its inability to pay its debts generally as they become due, or not pay its debts generally as they become due;
  - (ii) file an assignment or a petition in bankruptcy, as the case may be, or a petition to

take advantage of any insolvency statute;

- (iii) make an assignment for the benefit of its creditors;
  - (iv) consent to the appointment of a receiver of the whole or any substantial part of their properties;
  - (v) file a petition or answer seeking reorganization, arrangement, adjustment or composition under applicable bankruptcy laws or any other applicable law or statute of Canada or any subdivision thereof; and
  - (vi) have been adjudged by a court having jurisdiction in the premises a bankrupt or insolvent, or a decree or order of a court having jurisdiction in the premises shall have been entered for the appointment of a receiver or liquidator or trustee or assignee in bankruptcy of the Borrower and such decree or order shall remain in force undischarged or unstayed for a period of sixty (60) days;
- (f) the validity or enforceability of this Agreement, the Pledge Agreement or the Notes shall be contested by the Borrower; and
- (g) the occurrence of any Event of Default as such term is used in the General Security Agreement dated of even date herewith among the same parties or the failure of the Borrower to comply with any provision contained in such General Security Agreement.

10.2 **Remedies.** After any acceleration provided for in Section 10.1, the Lender shall have, in addition to the rights and remedies given it by this Agreement, all those allowed by all applicable laws.

10.3 **Waiver of Default.** The Lender may at any time, and from time to time, waive in writing any Event of Default which may have occurred pursuant to this Article Ten, provided that such waiver: shall be effective only if given in writing and signed by a duly authorized representative of the Lender; shall extend only to the specific instance of the particular Event of Default referred to in the notice in writing; and shall in no way be interpreted so as to extend to or affect any other Event of Default, prior or subsequent, or the rights or remedies of the Lender resulting therefrom.

## ARTICLE ELEVEN – GENERAL CONTRACT PROVISIONS

11.1 **Notices.** Any notice, consent, request, claim, demand, waiver, direction or other communication required or desired to be given under this Agreement by a party (a “Notice”) shall be in writing and may be given by facsimile or email transmission, to the extent the coordinates for such transmission are provided below, or by courier addressed to the party to which the notice is to be given at its address for service as provided below. Any notice shall, if couriered, be deemed to have been given and received on the date on which it was couriered to the address as provided below; provided that if such day is not a Business Day it will be deemed to have been given and received on the next day that is a Business Day, and if sent by facsimile or email transmission, be deemed to have been given and received on the day of receipt; provided that if such day is not a Business Day it will be deemed to have been given and received on the next day that is a Business Day, in each case provided that if the notice is actually received after

4:30 p.m. in the place of receipt on a Business Day, it shall be deemed to have been given and received on the next business day:

(a) To the Borrower at:

EESstor Corporation  
21 St. Clair Avenue West, Suite 301  
Toronto, Ontario M4T 1L9

Attention: Kevin Spall, Chief Financial Officer  
Facsimilie: (416) 535-4043  
E-mail: [redacted]  
[e-mail address redacted]

(b) To the Lender at:

Robert Tocchio

[redacted]  
[address redacted]

E-mail: [redacted]  
[e-mail address redacted]

or at such other address as may be given by such person to the other parties hereto in writing from time to time.

11.2 **Additional Considerations.** The parties shall sign such further and other documents, cause such meetings to be held, resolutions passed and by-laws enacted, exercise their vote and influence, do and perform and cause to be done and performed such further and other acts and things as may be necessary or desirable in order to give full effect to this agreement and every part thereof.

11.3 **Counterparts.** This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original and such counterparts together shall be but one and the same instrument.

11.4 **Time of the Essence.** Time shall be of the essence of this Agreement and of every part hereof and no extension or variation of this Agreement shall operate as a waiver of this provision.

11.5 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to all of the matters herein and its execution has not been induced by, nor do any of the parties rely upon or regard as material, any representations or writings whatever not incorporated herein and made a part hereof and may not be amended or modified in any respect except by written instrument signed by the parties hereto. Any schedules referred to herein are incorporated herein by reference and form part of the agreement.

11.6 **Enurement.** This agreement shall enure to the benefit of and be binding upon the parties and their respective successors and assigns.

11.7 **Currency.** Unless otherwise provided for herein, all monetary amounts referred to herein shall refer to the lawful money of Canada.

11.8 **Headings for Convenience Only.** The division of this Agreement into articles and sections is for convenience of reference only and shall not affect the interpretation or construction of this Agreement.

11.9 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and each of the parties hereto agrees irrevocably to conform to the non-exclusive jurisdiction of the Courts of such Province.

11.10 **Gender.** In this Agreement, words importing the singular number shall include the plural and vice versa, and words importing the use of any gender shall include the masculine, feminine and neuter genders and the word "person" shall include an individual, a trust, a partnership, a body corporate, an association or other incorporated or unincorporated organization or entity.

11.11 **Calculation of Time.** When calculating the period of time within which or following which any act is to be done or step taken pursuant to this Agreement, the date which is the reference date in calculating such period shall be excluded. If the last day of such period is not a Business Day, then the time period in question shall end on the first business day following such non-business day.

11.12 **Legislation References.** Any references in this Agreement to any law, by-law, rule, regulation, order or act of any government, governmental body or other regulatory body shall be construed as a reference thereto as amended or re-enacted from time to time or as a reference to any successor thereto.

11.13 **Severability.** If any Article, Section or any portion of any Section of this Agreement is determined to be unenforceable or invalid for any reason whatsoever, that unenforceability or invalidity shall not affect the enforceability or validity of the remaining portions of this Agreement and such unenforceable or invalid Article, Section or portion thereof shall be severed from the remainder of this Agreement.

11.14 **Transmission by Facsimile.** The parties hereto agree that this Agreement may be transmitted by facsimile or portable document format ("pdf") of a copy and that the reproduction of signatures by facsimile or pdf will be treated as binding as if originals and each party hereto undertakes to provide each and every other party hereto with a copy of the Agreement bearing original signatures forthwith upon demand.

11.15 **Regulatory Approvals.** This Agreement is subject to all necessary regulatory approvals, including the approval of the TSX Venture Exchange.

11.16 **Independent Legal Advice.** The Lender acknowledges that it has entered into this Agreement willingly with full knowledge of the obligations imposed by the terms of this Agreement and that legal counsel to the Borrower is acting exclusively for the Borrower in connection with the Loan and related agreements and the Lender may not rely upon such counsel in any respect. The Lender further acknowledges that it has been afforded the opportunity to obtain independent legal advice and confirms by the execution of this Agreement that it has either done so or waived its right to do so, and agrees that this Agreement constitutes a binding legal obligation and that it is estopped from raising any claim on the basis that it has not obtained such advice.

IN WITNESS WHEREOF the parties have duly executed this Loan Agreement this 21<sup>st</sup> day of January, 2019.

**EESTOR CORPORATION**

Per: (signed) "Kevin Spall"  
[Authorized Signing Officer]

Per: (signed) "Ian Clifford"  
[Authorized Signing Officer]

(signed) "Robert Tocchio"  
**ROBERT TOCCHIO**

## SCHEDULE "A"

### SHARE PLEDGE AGREEMENT

THIS AGREEMENT dated effective as of January 21, 2019 is between:

**EESTOR CORPORATION**, a corporation incorporated under the laws of the Province of Ontario and having its head office at 21 St. Clair Avenue East, Suite 301, Toronto, Ontario M4T 1L9

(the "**Pledgor**")

AND

**ROBERT TOCCHIO**, an individual resident in [REDACTED],  
[REDACTED] [address redacted]

(the "**Secured Party**")

#### BACKGROUND

- A. The Secured Party has agreed to make a credit facility available to the Pledgor on the terms set out in the loan agreement dated as of January 21, 2019 between the Secured Party, as lender, and the Pledgor, as borrower (as amended, supplemented, restated, replaced, or otherwise modified from time to time, the "**Loan Agreement**").
- B. The Pledgor is the owner of the shares listed in Schedule A (as such schedule may be amended, supplemented, restated, replaced or otherwise modified from time to time) (the "**Pledged Interest**").
- C. As required by the Loan Agreement, the Pledgor has agreed to pledge and grant a security interest in the Pledged Collateral (as later defined) on the terms set out in this Agreement.

#### AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Definitions.** Unless otherwise defined herein, capitalized terms used herein will have the meanings given to them in the Loan Agreement. The term "PPSA" means the *Personal Property Security Act* (Ontario). The terms "Adverse Claim", "Control", "Entitlement Order", "Financial Asset", "Securities Account", "Securities Entitlement", "Securities Intermediary" and "Security" have the meanings given to them in the PPSA and in the *Securities Transfer Act 2006* (Ontario) ("**STA**").
2. **Pledge and Grant of Security Interest.** To secure the prompt payment and performance in full when due, whether by lapse of time or otherwise, of the Secured Obligations (defined below), the Pledgor hereby pledges and assigns to the Secured Party and grants to the Secured Party a continuing security interest in any and all of the Pledgor's present and after-acquired right, title and interest in and to the following collateral:
  - (a) the Pledged Interest, all dividends, distributions, profits and payments made in respect of the Pledged Interest and the right to receive such dividends, distributions, profits and payments;

- (b) all of the Pledgor's present and after-acquired interest in any additional Securities (other than the Pledged Interest) pledged by the Pledgor to the Secured Party subsequent to the date of this Agreement as additional and continuing collateral security for the Secured Obligations (the "**Additional Pledged Interest**");
  - (c) all of the Pledgor's present and after-acquired Securities and Financial Assets arising out of or related to the Pledged Interest and the Additional Pledged Interest; and
  - (d) all present and after-acquired proceeds of the collateral described above;
- (collectively, the "**Pledged Collateral**").

Without limiting the generality of the foregoing, the Pledgor may from time to time hereafter pledge and deliver additional assets or other interests to the Secured Party as collateral security for the Secured Obligations. Upon such pledge and (if applicable) delivery to the Secured Party, those additional assets or other interests will be deemed to be part of the Pledged Collateral and will be subject to the terms of this Agreement.

3. **Security for Secured Obligations.** The security interest created hereby in the Pledged Collateral constitutes continuing collateral security for all of the following obligations, whether now existing or hereafter incurred:

- (a) all of the present and future indebtedness, liability and obligations, direct or indirect, absolute or contingent, to the Secured Party under the Loan Agreement and each of the other Transaction Documents (collectively, the "**Obligations**"), howsoever evidenced, created, incurred or acquired, whether primary, secondary, direct, indirect, absolute, contingent, joint and several or otherwise; and
  - (b) all expenses and charges, legal and otherwise, reasonably incurred by the Secured Party in collecting or enforcing any of the Obligations or in realizing on or protecting any security therefor, including without limitation the security granted hereunder;
- (collectively, the "**Secured Obligations**").

4. **Delivery of the Pledged Collateral; Perfection of Security Interest.** The Pledgor hereby agrees that:

- (a) *Delivery of Certificate.* If the Pledged Collateral is certificated, the Pledgor will deliver to the Secured Party:
  - (i) simultaneously with or prior to the execution and delivery of this Agreement, all certificates representing the Pledged Interest; and
  - (ii) promptly upon the receipt thereof by or on behalf of the Pledgor, all other certificates and instruments constituting after-acquired Pledged Collateral.

Prior to delivery to the Secured Party, all such certificates and instruments constituting Pledged Collateral will be:

- A. held in trust by the Pledgor for the benefit of the Secured Party pursuant to this Agreement; and
- B. delivered in suitable form for transfer by delivery or will be accompanied by duly executed instruments of transfer or assignment in blank, in a form acceptable to the Secured Party.

- (b) *Additional Securities.* If the Pledgor receives by virtue of being or having been the owner of any Pledged Collateral, any:
- (i) certificate, including without limitation any certificate representing a dividend or distribution in connection with any increase or reduction of capital, reclassification, merger, consolidation, sale of assets, combination of shares or membership or equity interests, share splits, promissory notes or other instruments;
  - (ii) option or right, whether as an addition to, substitution for, or an exchange for, any Pledged Collateral or otherwise;
  - (iii) dividends payable in securities; or
  - (iv) distributions of securities or other equity interests in connection with a partial or total liquidation, dissolution or reduction of capital, capital surplus or paid-in surplus;

then the Pledgor will receive such certificate, instrument, option, right or distribution in trust for the benefit of the Secured Party, will segregate it from the Pledgor's other property and will deliver it immediately to the Secured Party in the form it was received, together with any necessary endorsement or appropriate transfer instrument duly executed in blank, in a form acceptable to the Secured Party, to be held by the Secured Party as Pledged Collateral and as further collateral security for the Secured Obligations.

- (c) *Financing Statements.* The Pledgor authorizes the Secured Party to prepare and register such financing statements as are necessary or desirable to perfect the security interest created in the Pledged Collateral.
- (d) *Provisions Relating to Securities Entitlements and Securities Accounts.* With respect to any Pledged Collateral consisting of a Securities Entitlement or held in a Securities Account:
- (i) the Pledgor will cause the applicable Securities Intermediary to enter into an agreement with the Secured Party granting Control to the Secured Party over that Pledged Collateral ("**Control Agreement**"), such agreement to be in form and substance reasonably satisfactory to the Secured Party and its counsel, providing, among other things, that the Pledgor may not make any withdrawals from the Securities Account without the express written authorization of the Secured Party; and
  - (ii) the Secured Party will be entitled, upon the occurrence and during the continuance of a Default or an Event of Default, to notify the applicable Securities Intermediary that it must comply with Entitlement Orders of the Secured Party. Upon receipt by the Pledgor or the Secured Party of notice from a Securities Intermediary of its intent to terminate the Securities Account of the Pledgor held by the Securities Intermediary, prior to the termination of the Securities Account, the Pledged Collateral in such Securities Account will be:
    - A. transferred to a new Securities Account which is subject to a Control Agreement; or
    - B. transferred to an account held by the Secured Party (in which it will be held until a new Securities Account is established).

5. **Representations and Warranties.** The Pledgor hereby represents and warrants to the Secured Party that until all of the Secured Obligations have been repaid in full:

- (a) *Authorization of Pledged Interest.* The Pledged Collateral is duly authorized and validly issued, is fully paid and non-assessable and is not subject to the pre-emptive rights of any person.
- (b) *Title.* The Pledgor has good and indefeasible title to the Pledged Collateral and will at all times be the legal and beneficial owner of the Pledged Collateral free and clear of any lien, charge, mortgage, encumbrance or security interest (collectively, "**Liens**").
- (c) *Transfer Restrictions.* No transfer restrictions apply to the Pledged Collateral other than those customarily applicable to private companies incorporated under the laws of the Province of Ontario. The Pledgor is not subject to any shareholders or other similar agreement in respect of the Pledged Collateral.
- (d) *Options, Warrants, Etc.* No person has or will have any written or oral option, warrant, right, call, commitment, conversion right, right of exchange or other agreement or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an option, warrant, right, call, commitment, conversion right, right of exchange or other agreement to acquire any right or interest in the Pledged Collateral.
- (e) *Pledgor's Authority.* No authorization, approval or action by, and no notice or filing with any governmental authority, any issuer listed in Schedule A (each, an "**Issuer**") or any other issuer of any Pledged Collateral or third party is required, or if required the Pledgor has obtained such authorization and approval for:
  - (i) the pledge made by the Pledgor or for the granting of the security interest by the Pledgor pursuant to this Agreement; or
  - (ii) the exercise by the Secured Party of its rights and remedies hereunder (except as may be required by laws affecting the offering and sale of securities).
- (f) *Security Interest/Priority.* This Agreement creates a valid security interest in favour of the Secured Party in the Pledged Collateral. The taking of possession by the Secured Party of the certificates (if any) representing the Pledged Interest and all other certificates and instruments constituting Pledged Collateral will perfect and establish the first priority of the Secured Party's security interest in all certificated Pledged Interest and such certificates and instruments. Upon the filing of financing statements in the appropriate Personal Property Registry the Secured Party will have a perfected first priority security interest in all uncertificated Pledged Interest consisting of partnership or limited liability company interests that do not constitute a Security pursuant to Section 12 of the STA subject to any liens permitted by the Secured Party in writing ("**Permitted Liens**"). With respect to any Pledged Collateral consisting of a Securities Entitlement or held in a Securities Account, upon execution and delivery by the Pledgor, the applicable Securities Intermediary and the Secured Party of an agreement granting Control to the Secured Party over such Pledged Collateral, the Secured Party will have a perfected first priority security interest in such Pledged Collateral subject only to Permitted Liens. Except as set out in this Section and except for the filing of a financing statement under the PPSA, no action is necessary to perfect or otherwise protect such security interest.
- (g) *Partnership and Limited Liability Company Interests.* Except as previously disclosed in writing to the Secured Party, none of the Pledged Collateral, if any, consisting of partnership or limited liability company interests:
  - (i) is dealt in or traded on a securities exchange or in a securities market;
  - (ii) by its terms expressly provides that it is a security governed by the STA;
  - (iii) is a mutual fund security; or

(iv) otherwise constitutes a Security or a Financial Asset.

6. **Covenants.** The Pledgor hereby covenants that until all of the Secured Obligations have been repaid in full, the Pledgor will:

- (a) *Title.* Use commercially reasonable efforts to warrant and defend title to and ownership of the Pledged Collateral at the Pledgor's own expense against the claims and demands of all other parties claiming an interest therein, keep the Pledged Collateral free from all Liens, and not sell, exchange, transfer, assign, lease or otherwise dispose of Pledged Collateral or any interest therein.
- (b) *Further Assurances.* Promptly execute and deliver at its expense all further instruments and documents and take all further action that may be necessary and desirable or that the Secured Party may reasonably request in order to:
  - (i) perfect and protect the security interest created hereby in the Pledged Collateral of the Pledgor, including without limitation the registration of financing statements and all action reasonably necessary to satisfy the Secured Party that the Secured Party has obtained a first priority perfected security interest in all of the Pledged Collateral;
  - (ii) enable the Secured Party to exercise and enforce its rights and remedies hereunder in respect of the Pledged Collateral; and
  - (iii) otherwise carry out the purposes of this Agreement, including, without limitation and if requested by the Secured Party, delivering to the Secured Party proxies in respect of the Pledged Collateral of the Pledgor.
- (c) *Compliance with Securities Laws.* File all reports and other information now or hereafter required to be filed by the Pledgor with any securities exchange or commission and any other provincial, federal or foreign agency in connection with the ownership of the Pledged Collateral.
- (d) *Issuance or Acquisition of Capital Stock.* Not, without executing and delivering, or causing to be executed and delivered, to the Secured Party such agreements, documents and instruments as the Secured Party may reasonably require, issue or acquire any proceeds or substitutions of the Pledged Collateral which consist of an interest in a partnership or a limited liability company that:
  - (i) is dealt in or traded on a securities exchange or in a securities market;
  - (ii) by its terms expressly provides that it is a security governed by the STA;
  - (iii) is a mutual fund security; or
  - (iv) otherwise constitutes a Security or a Financial Asset.
- (e) *Amendments.* Without the Secured Party's prior consent, the Pledgor will not vote for, permit or consent to any amendments to the organizational documents of the issuer of the Pledged Collateral in any manner which would be inconsistent with the rights of the Secured Party under this Agreement.

7. **Performance of Obligations; Advances by Secured Party.** Upon the occurrence and during the continuance of an Event of Default (as later defined), or failure of the Pledgor to perform any of the covenants and agreements contained herein, the Secured Party may, at its sole option and in its sole discretion, perform or cause to be performed the same and in so doing may expend such sums as the Secured Party may reasonably deem advisable in the performance thereof,

including, without limitation, the payment of any insurance premiums, the payment of any taxes, a payment to obtain a release of a Lien or potential Lien, expenditures made in defending against any adverse claim and all other expenditures which the Secured Party may make for the protection of the security hereof or which the Secured Party may be compelled to make by operation of law. All sums and amounts so expended will be repayable by the Pledgor promptly upon notice thereof and demand therefor, will constitute additional Secured Obligations and will bear interest from the date those amounts are expended at the highest rate payable on the Obligations. No such performance of any covenant or agreement by the Secured Party on behalf of the Pledgor, and no such advance or expenditure therefor, will relieve the Pledgor of any default under the terms of this Agreement. The Secured Party may make any payment hereby authorized in accordance with any bill, statement or estimate procured from the appropriate public office or holder of the claim to be discharged without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax assessment, sale, forfeiture, tax lien, title or claim except to the extent such payment is being contested in good faith by the Pledgor in appropriate proceedings.

8. **Events of Default.** Any Event of Default under the Loan Agreement shall constitute an event of default under this Agreement (each, an “**Event of Default**”).

9. **Remedies.**

(a) If an Event of Default occurs and is continuing:

- (i) the Secured Party, in its sole and absolute discretion, may declare all or any part of the Secured Obligations (whether or not by their terms payable on demand) immediately due and payable without any further demand or notice of any kind;
- (ii) the security interest created hereby will become enforceable without the need for any action or notice by the Secured Party; and
- (iii) the Secured Party will have, in respect of the Pledged Collateral, in addition to the rights and remedies provided herein, or otherwise by law or equity, the rights and remedies of a secured party under the PPSA or any other applicable law.

(b) *Sale of Pledged Collateral.* Upon the occurrence of an Event of Default and during the continuation thereof, without limiting the generality of this Section and without notice, the Secured Party may, in its reasonable discretion, sell or otherwise dispose of or realize upon the Pledged Collateral, or any part thereof, in one or more parcels, at public or private sale, at any exchange or elsewhere, at such price or prices and on such other terms as the Secured Party may deem commercially reasonable, for cash, credit or for future delivery or otherwise in accordance with applicable law. To the extent permitted by law, the Secured Party may bid to purchase the Pledged Collateral being sold. The Secured Party will not be obligated to complete any sale of Pledged Collateral regardless of notice of sale having been given. The Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(c) *Retention of Pledged Collateral.* In addition to the rights and remedies hereunder, upon the occurrence of an Event of Default and during the continuation thereof, the Secured Party may, after providing the notices required by Section 63, or any successor Sections, of the PPSA or otherwise complying with the requirements of applicable law of the relevant jurisdiction, accept or retain all or any portion of the Pledged Collateral in full or partial satisfaction of the Secured Obligations. Unless and until the Secured Party will have provided such notices, however, the Secured Party will not be deemed to have retained any Pledged Collateral in satisfaction of any Secured Obligations for any reason.

- (d) *Deficiency.* If the proceeds of any sale, collection or realization are insufficient to pay the Secured Obligations in full, the Pledgor will be liable for the deficiency, together with interest thereon at the highest rate payable on the Obligations, plus the costs of collection and the reasonable fees of any solicitors employed by the Secured Party to collect such deficiency. Any surplus remaining after the full payment and satisfaction of the Secured Obligations will be distributed as required by the PPSA.
- (e) *Other Security.* To the extent that any of the Secured Obligations are now or hereafter secured by property other than the Pledged Collateral (including, without limitation, real property and other personal property owned by the Pledgor), or by a guarantee, endorsement or property of any other person, then the Secured Party will have the right to proceed against such other property, guarantee or endorsement upon the occurrence of any Event of Default and during the continuation thereof, and the Secured Party has the right, in its sole discretion, to determine which rights, security, liens, security interests or remedies the Secured Party will at any time pursue, relinquish, subordinate, modify or take with respect thereto, without in any way modifying or affecting any of them or any of the Secured Party's rights or the Secured Obligations under this Agreement or under any other of the Transaction Documents.

10. **Rights of the Secured Party.**

- (a) *Power of Attorney.* In addition to other powers of attorney contained herein, the Pledgor hereby designates and appoints the Secured Party, and each of its designees or agents as attorney-in-fact of the Pledgor, irrevocably and with power of substitution, with authority to take any or all of the following actions upon the occurrence and during the continuation of an Event of Default:
  - (i) to demand, collect, settle, compromise, adjust and give discharges and releases concerning the Pledged Collateral, all as the Secured Party may reasonably determine;
  - (ii) to commence and prosecute any actions at any court for the purposes of collecting any of the Pledged Collateral and enforcing any other right in respect thereof;
  - (iii) to defend, settle, adjust or compromise any action, suit or proceeding brought and, in connection therewith, give such discharge or release as the Secured Party may deem reasonably appropriate;
  - (iv) to pay or discharge taxes, liens, security interests, or other encumbrances levied or placed on or threatened against the Pledged Collateral;
  - (v) to direct any parties liable for any payment under any of the Pledged Collateral to make payment of any and all monies due and to become due thereunder directly to the Secured Party or as the Secured Party will direct;
  - (vi) to receive payment of and receipt for any and all monies, claims, and other amounts due and to become due at any time in respect of or arising out of any Pledged Collateral of the Pledgor;
  - (vii) to sign and endorse any drafts, assignments, proxies, stock powers, verifications, notices and other documents relating to the Pledged Collateral;
  - (viii) to execute and deliver all assignments, conveyances, statements, financing statements, financing change statements, pledge agreements, affidavits, notices and other agreements, instruments and documents that the Secured Party may determine necessary in order to perfect and maintain the security interests and

liens granted in this Agreement and in order to fully consummate all of the transactions contemplated herein;

- (ix) to exchange any of the Pledged Collateral or other property upon any merger, consolidation, reorganization, recapitalization or other readjustment of the issuer thereof and, in connection therewith, deposit any of the Pledged Collateral with any committee, depository, transfer agent, registrar or other designated agency upon such terms as the Secured Party may determine;
- (x) to vote for a shareholder, partner or member resolution, or to sign an instrument in writing, sanctioning the transfer of any or all of the Pledged Collateral into the name of the Secured Party or into the name of any transferee to whom the Pledged Collateral of the Pledgor or any part thereof may be sold pursuant to Section 9 hereof; and
- (xi) to do and perform all such other acts and things as the Secured Party may reasonably deem to be necessary, proper or convenient in connection with the Pledged Collateral.

This power of attorney is a power coupled with an interest and will be irrevocable until all of the Secured Obligations have been paid in full. The Secured Party will be under no duty to exercise or withhold the exercise of any of the rights, powers, privileges and options expressly or implicitly granted to the Secured Party in this Agreement, and will not be liable for any failure to do so or any delay in doing so. The Secured Party will not be liable for any act or omission or for any error of judgment or any mistake of fact or law in its individual capacity or its capacity as attorney-in-fact except acts or omissions resulting from its negligence, fraud or willful misconduct. This power of attorney is conferred on the Secured Party solely to protect, preserve and realize upon its security interest in the Pledged Collateral.

- (b) *Secured Party's Duty of Care.* Other than the exercise of reasonable care to ensure the safe custody of the Pledged Collateral while being held by the Secured Party hereunder, the Secured Party will have no duty or liability to preserve rights pertaining thereto, it being understood and agreed that the Pledgor will be responsible for preservation of all rights in the Pledged Collateral of the Pledgor, and the Secured Party will be relieved of all responsibility for the Pledged Collateral upon surrendering it or tendering the surrender of it to the Pledgor. The Secured Party will be deemed to have exercised reasonable care in the custody and preservation of the Pledged Collateral in its possession if such Pledged Collateral is accorded treatment substantially equal to that which the Secured Party accords its own property, which will be no less than the treatment employed by a reasonable and prudent agent in the industry, it being understood that the Secured Party will not have responsibility for:
  - (i) ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders or other matters relating to any Pledged Collateral, whether or not the Secured Party has or is deemed to have knowledge of such matters; or
  - (ii) taking any necessary steps to preserve rights against any parties with respect to any Pledged Collateral.
- (c) *Voting Rights in Respect of the Pledged Collateral.*
  - (i) Provided that no Event of Default will have occurred and be continuing, to the extent permitted by law, the Pledgor may exercise any and all voting and other consensual rights relating to the Pledged Collateral of the Pledgor or any part thereof for any purpose not inconsistent with the terms of this Agreement; and

- (ii) Subject to Subsection (e) of this Section, upon the occurrence and during the continuance of an Event of Default, all rights of the Pledgor to exercise the voting and other consensual rights which it would otherwise be entitled to exercise pursuant to subparagraph (i) of this Subsection (c) will cease and all those rights will thereupon become vested in the Secured Party, which will then have the sole right to exercise such voting and other consensual rights.
  - (d) *Dividend and Distribution Rights in Respect of the Pledged Collateral.*
    - (i) Provided that no Event of Default will have occurred and be continuing, and subject to Section 4(b) hereof, the Pledgor may receive and retain any and all dividends (other than share or ownership interest dividends and other dividends constituting Pledged Collateral which are addressed hereinabove), distributions or interest paid in respect of the Pledged Collateral.
    - (ii) Upon the occurrence and during the continuation of an Event of Default:
      - A. all rights of the Pledgor to receive dividends, distributions and interest payments which it would otherwise be authorized to receive and retain pursuant to subparagraph (i) of this Subsection (d) will cease and all such rights will thereupon be vested in the Secured Party, which will then have the sole right to receive and hold as Pledged Collateral such dividends, distributions and interest payments; and
      - B. all dividends, distributions and interest payments which are received by the Pledgor contrary to the provisions of clause A of this subparagraph (ii) will be received in trust for the benefit of the Secured Party, will be segregated from other property or funds of the Pledgor, and will be immediately be paid over to the Secured Party as Pledged Collateral in the exact form received, to be held by the Secured Party as Pledged Collateral and as further collateral security for the Secured Obligations.
  - (e) *Release of Pledged Collateral.* The Secured Party may release any of the Pledged Collateral from this Agreement or may substitute any of the Pledged Collateral for other Pledged Collateral without altering, varying or diminishing in any way the force, effect, lien, pledge or security interest of this Agreement as to any Pledged Collateral not expressly released or substituted, and this Agreement will continue as a first priority lien on all Pledged Collateral not expressly released or substituted.
11. **Application of Proceeds.** Upon the occurrence and during the continuation of an Event of Default, any payments in respect of the Secured Obligations and any proceeds of any Pledged Collateral, when received by the Secured Party in cash or its equivalent, will be applied in reduction of the Secured Obligations in such order as the Secured Party in its sole discretion may determine, and the Pledgor irrevocably waives the right to direct the application of such payments and proceeds and acknowledges and agrees that the Secured Party will have the continuing and exclusive right to apply and reapply any and all such payments and proceeds in the Secured Party's sole discretion, despite any entry to the contrary in any of the Secured Party's books and records.
12. **Solicitor's Costs.** If at any time hereafter, whether upon the occurrence of an Event of Default or not, the Secured Party employs a solicitor to prepare or consider amendments, waivers or consents with respect to this Agreement, or to take action or make a response in or with respect to any legal or arbitration proceeding relating to this Agreement or relating to the Pledged Collateral, or to protect the Pledged Collateral or exercise any rights or remedies under this Agreement or with respect to the Pledged Collateral, then the Pledgor agrees to promptly pay any and all such reasonable documented costs and expenses of the Secured Party, all of which costs and expenses will constitute Secured Obligations hereunder.

13. **Continuing Agreement.**
- (a) This Agreement will be a continuing agreement in every respect and will remain in full force and effect until all of the Secured Obligations have been paid in full. Upon repayment of the Secured Obligations in full, this Agreement will be terminated and the Secured Party will, upon the request and at the expense of the Pledgor, release all of its liens and security interests hereunder and will execute and deliver all PPSA discharges and other documents reasonably requested by the Pledgor evidencing such termination. Despite the foregoing all releases and indemnities provided hereunder will survive termination of this Agreement.
  - (b) This Agreement will continue to be effective or be automatically reinstated, as the case may be, if at any time payment, in whole or in part, of any of the Secured Obligations is rescinded or must otherwise be restored or returned by the Secured Party or any Secured Party as a preference, fraudulent conveyance or otherwise under any bankruptcy, insolvency or similar law, all as though such payment had not been made; provided that if payment of all or any part of the Secured Obligations is rescinded or must be restored or returned, all reasonable costs and expenses (including without limitation any reasonable legal fees and disbursements) incurred by the Secured Party in defending and enforcing such reinstatement will be deemed to be included as a part of the Secured Obligations.
14. **Amendments; Waivers; Modifications.** This Agreement and the provisions hereof may not be amended, waived, modified, changed, discharged or terminated except by agreement in writing signed by the Secured Party and the Pledgor.
15. **Assignment by the Secured Party.** The Secured Party may from time to time assign this Agreement and its rights hereunder, the Secured Obligations, the Pledged Collateral or any portion thereof, to an affiliate (as defined in the *Securities Act* (Ontario)) and the assignee will be entitled to all of the rights and remedies of the Secured Party under this Agreement in relation thereto. The Secured Party and Pledgor may not otherwise assign this Agreement without the prior written consent of the other party.
16. **Notices.** Any notice or communication required or permitted to be given under this Agreement will be given in writing in accordance with the notice provisions contained in the Loan Agreement.
17. **Interpretation.** In this Agreement the words "including", "includes" and "include" mean "including (or includes or include) without limitation". The expressions "Section" and other subdivision followed by a number mean and refer to the specified Section or other subdivision of this Agreement. Words importing the singular number only include the plural and vice versa. The division of this Agreement into Sections and other subdivisions and the insertion of headings are for convenient reference only and do not affect its interpretation.
18. **Counterparts.** This Agreement may be executed in any number of counterparts and delivered by facsimile or e-mail, or other form of electronic delivery. Each counterpart where so executed and delivered will be an original, but all counterparts will constitute one agreement.
19. **Headings.** The headings of the Sections and Subsections hereof are provided for convenience only and will not affect the meaning, construction or interpretation of any provision of this Agreement.
20. **Governing Law; Venue and Submission to Jurisdiction.** This Agreement will be governed by and construed according to the laws of the province of Ontario and the laws of Canada applicable therein, without giving effect to conflict of laws principles. The Pledgor agrees that any action or claim arising out of, or any dispute in connection with, this Agreement, any rights, remedies, obligations, or duties hereunder, or the performance or enforcement hereof or thereof, will be subject to the non-exclusive jurisdiction of the courts of the province of Ontario.

21. **Joint Obligations.** The agreements of, and all obligations and covenants to be performed and observed by, the Pledgor hereunder will be the joint and several agreements, obligations and covenants of each of the persons comprising the Pledgor and any request or authorization given to the Secured Party by any of the persons comprising the Pledgor will be considered to be the joint and several requests or authorizations of each of the persons comprising the Pledgor.
22. **Severability.** If any provision of this Agreement is determined to be illegal, invalid or unenforceable, such provision will be fully severable and the remaining provisions will remain in full force and effect and will be construed without giving effect to the illegal, invalid or unenforceable provisions.
23. **Entirety.** This Agreement, the Loan Agreement and the other Transaction Documents represent the entire agreement of the parties hereto and thereto, and supersede all prior agreements and understandings, oral or written, if any, including any commitment letters or correspondence relating to this Agreement.
24. **Successors in Interest.** This Agreement creates a continuing security interest in the Pledged Collateral and will be binding upon the Pledgor, its successors and permitted assigns and will enure, to the benefit of the Secured Party and its successors and assigns.
25. **Paramountcy.** In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of the Loan Agreement, the Loan Agreement will govern, but only to the extent of such conflict.
26. **Independent Legal Advice.** The Secured Party acknowledges that it has entered into this Agreement willingly with full knowledge of the obligations imposed by the terms of this Agreement and that legal counsel to the Pledgor is acting exclusively for the Pledgor in connection with the Loan Agreement and related agreements and the Secured Party may not rely upon such counsel in any respect. The Secured Party further acknowledges that it has been afforded the opportunity to obtain independent legal advice and confirms by the execution of this Agreement that it has either done so or waived its right to do so, and agrees that this Agreement constitutes a binding legal obligation and that it is estopped from raising any claim on the basis that it has not obtained such advice.

*[Signature page follows]*

TO EVIDENCE THEIR AGREEMENT each of the parties has executed this Agreement effective as of the date first appearing above.

**EESTOR CORPORATION**

By:

\_\_\_\_\_  
Authorized Signatory

By:

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
**ROBERT TOCCHIO**

**SCHEDULE A  
PLEGDED INTEREST**

<b>Issuer</b>	<b>Class of securities</b>	<b>Number of securities</b>	<b>% of issued securities</b>	<b>Certificate Number</b>
ZENN Capital Inc.	Common Shares	100	100%	C-2

**SCHEDULE "B"**

Form of Promissory Note

**PROMISSORY NOTE**

●, 2019

**FOR VALUE RECEIVED**, EESstor Corporation (the "Borrower") hereby acknowledges itself indebted and promises to pay to or to the order of Robert Tocchio (the "Lender") in lawful money of Canada the sum of ● Dollars \$● (the "Loan") and all accrued and unpaid interest thereon on January 21, 2020 (the "Maturity Date") at [redacted], [redacted], [redacted], [redacted], [redacted], [redacted], [redacted] [address redacted] or such other place as the Lender may direct in writing.

The Loan shall bear interest at the rate of 6.0% calculated monthly and payable quarterly both before and after maturity, default and judgment, until paid, with unpaid interest added to the principal.

This Note evidences the Loan made by the Lender to the Borrower and is non-negotiable.

All payments under this Note shall be made without set-off or counterclaim and free and clear of and without deduction for or on account of all present and futures taxes, duties, fees, deductions, withholdings, restrictions, or conditions of whatsoever nature, if any, now or hereafter imposed, levied, calculated, withheld or assessed by any country or any political subdivision or taxing authority thereof or therein.

The Lender and all endorsers and guarantors of this Note hereby waive presentment for payment, protest, notice of protest or demand and of dishonour and non-payment of this Note, and consent that the holder hereof may extend the time of payment or otherwise modify the terms of payment of the indebtedness evidenced hereby.

This Note shall be binding upon and enure to the benefit of the Lender and the Borrower and their respective heirs, legal representatives, successors and assigns, except that the Borrower shall have no right to transfer or assign its rights or obligations hereunder.

The Borrower agrees to pay all costs of collection, including reasonable lawyers' fees, whether suit be brought or not and on appeal.

This Note shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable herein.

**EESTOR CORPORATION**

By: \_\_\_\_\_  
[Authorized Signing Officer]