

Phone: 403-663-3177
Fax: 403-974-5191

February 20, 2018

The Western Investment Company of Canada Limited
1010 24 Street SE
High River, AB T1V 2A7

Attn: *Shafeen Mawani*

Dear Sirs:

ATB Financial has approved and offers financial assistance on the terms and conditions in the attached Commitment Letter.

You may accept our offer by returning the enclosed duplicate of this letter, signed as indicated below, by 4:00 p.m. on or before February 28, 2018 or our offer will automatically expire. This letter may be executed electronically; this letter may be delivered by email, facsimile or other functionally-equivalent electronic means. We reserve the right to cancel our offer at any time prior to acceptance.

Thank you for your business.

Yours truly,

ATB FINANCIAL

By: (signed) "Ryan Wales"
Ryan Wales, Senior Director

By: (signed) "Marc Rancourt"
Marc Rancourt, Associate Director

Encl.

[Borrower's signature page follows]

Accepted this 20th day of February, 2018

The Western Investment Company of Canada Limited

Per: (signed) "Scott Tannas"

Per: _____

COMMITMENT LETTER

LENDER: ATB FINANCIAL

BORROWER: THE WESTERN INVESTMENT COMPANY OF
CANADA LIMITED

GUARANTORS: EACH OF THE PARTIES LISTED ON SCHEDULE "A"
ATTACHED HERETO, AS SUCH SCHEDULE "A" MAY
BE AMENDED, MODIFIED, SUPPLEMENTED,
RESTATED OR REPLACED, FROM TIME TO TIME

1. AMOUNT AND TYPE OF FACILITY ("Facility" or "Facility #1")

Facility #1 - Operating Loan Facility (Revolving) – Cdn. \$1,500,000.00

- Facility #1 is available by way of Prime-based loans in Canadian dollars.
- Facility #1 is to be used firstly towards the purchase price of the Foothills Acquisition, secondly towards general corporate operating purposes up to the maximum amount of \$300,000 prior to the Increase (as defined below) and up to \$500,000 thereafter, and thirdly for Permitted Acquisitions.

Other Facilities – Corporate MasterCard

- Corporate MasterCard facilities are available to a maximum of \$200,000.00. Corporate MasterCard fees are detailed in the Corporate MasterCard documentation.

2. ACCORDION – INCREASE TO FACILITY#1

So long as (i) no default has occurred and is continuing or would occur as a result of the Increase (as defined below), and (ii) the representations and warranties contained herein and the other documents contemplated herein remain true and correct after giving effect to the Increase (as defined below), the Borrower may, by delivering a written request for an increase (an "**Increase Request**") to the Lender, request a single increase in the amount of \$500,000 to the amount of the Facility (an "**Increase**") subject to the additional conditions precedent set forth below.

An Increase Request will be delivered on or before the date which is 45 days from the date of this agreement and will specify the requested date of such Increase, which date shall not extend beyond April 15, 2018.

Any Guarantors party to this agreement at the time of such Increase will, prior to the Increase taking effect, deliver to the Lender a confirmation of their guarantees and Security Documents in respect of the Indebtedness, as increased pursuant to the provisions of this Section 2.

Prior to an Increase, the Borrower shall cause to be delivered to the Lender:

- (a) releases from TD and FWCU in respect of pledges granted by the Borrower in favour of each of TD and FWCU in respect of the Borrower's share interest in each of Ocean Sales Group Ltd. and GlassMasters ARG Autoglass Two Inc., as applicable, in a form satisfactory to the Lender, in its sole discretion;
- (b) an amended or amended and restated pledge of shares, as necessary, which includes the Borrower's ownership interests in Ocean Sales Group Ltd. and GlassMasters ARG

Autoglass Two Inc. together with corresponding share certificates and related transfer powers of attorney, in form satisfactory to the Lender, in its sole discretion; and

- (c) an updated officer's certificate of the Borrower, certificate of status and opinion of counsel to the Borrower.

3. INTEREST RATES AND PREPAYMENT:

Facility #1:

- Pricing applicable to Facility #1 is as follows:
 - Prime-based loans: Interest is payable in Canadian dollars at Prime plus 2.00% per annum
- Facility #1 may be prepaid in whole or in part at any time (subject to the notice periods provided hereunder) without penalty.

4. REPAYMENT:

Facility #1:

- Facility #1 is payable in full on demand by Lender, and Lender may terminate the availability thereof (including any undrawn portion) at any time without notice.
- Facility #1 may revolve in multiples as permitted hereunder, and Borrower may borrow, repay and reborrow, up to the amount and subject to the notice periods provided hereunder.

5. FEES:

- Standby fee calculated at a rate of 0.2% per annum is payable monthly in Canadian dollars on the last day of each month, calculated daily on the unused portion of the authorized amount of Facility #1.
- Non-refundable application fee of \$10,000.00 is payable on acceptance of this offer. Lender is hereby authorized to debit Borrower's current account for any unpaid portion of the fee.
- Any amount in excess of established credit facilities may be subject to a fee where Lender in its sole discretion permits excess Borrowings, if any.
- For reports or statements not received within the stipulated periods (and without limiting Lender's rights by virtue of such default), Borrower will be subject to a fee of \$50 per month (per monthly or quarterly report or statement) and \$250 per month (per annual report or statement) for each late reporting occurrence, which will be deducted from Borrower's account.

6. SECURITY DOCUMENTS:

All security documents (whether held or later delivered) (collectively referred to as the "**Security Documents**") shall secure all Facilities and all other obligations of the Loan Parties to Lender (whether present or future, direct or indirect, contingent or matured).

The Security Documents required at this time are as follows:

- (a) General security agreement from Borrower providing a security interest over all present and after acquired personal property and a floating charge on all lands;
- (b) Share pledge agreement by Borrower in respect of its interest in its Subsidiaries, including Non-Wholly Owned Subsidiaries including but not limited to, Foothills Creamery Ltd., Ocean Sales Group Ltd., GlassMasters ARG Autoglass Two Inc., Golden Health Care Management Inc., The Good Shepherd Villas Inc., Hill View Manor Ltd. and William Albert House Ltd. together with delivery of original share certificates and corresponding transfer powers of attorney; **provided that** notwithstanding anything contained within this Section 6(b), prior to the Increase, the Lender acknowledges that it will not receive share certificates nor corresponding transfer powers of attorney relating to the Borrower's interest in GlassMasters ARG Autoglass Two Inc. and Ocean Sales Group Ltd.;
- (c) Assignment of Material Contracts of the Borrower; and
- (d) Continuing Guarantee from each of the Material Subsidiaries of the Borrower, other than GlassMasters ARG Autoglass One Inc. - unlimited, supported by the following:
 - i) General Security Agreement providing a security interest over all present and after acquired personal property and a floating charge on lands; and

The Security Documents are to be registered in the following jurisdictions: Alberta.

Each of the Loan Parties acknowledges and agrees that the Lender is relying on this Section 6 in connection with its commitments under this agreement and further acknowledges and agrees that references in the Security Documents to the "Commitment Letter", the "Loan Agreement" or the "Credit Agreement" (as applicable) shall include this agreement, as the same may be amended, modified, supplemented, restated or replaced, from time to time, and the other documents, instruments and agreements entered into pursuant thereto.

Subject to the provisions regarding Acquisitions set forth in Section 11(d) and in the definition of "**Permitted Acquisition**", within 45 days of:

- (x) a Subsidiary becoming a new Material Subsidiary, the Borrower shall cause to be executed and delivered to the Lender by each such new Material Subsidiary the Security Documents required by the Lender, acting reasonably, together with such other documents, certificates and opinions as the Lender may reasonably request; and
- (y) an entity becoming an Non-Wholly Owned Subsidiary, the Borrower shall cause to be executed and delivered to the Lender a share pledge amending agreement such that the interest of the Borrower in the Non-Wholly Owned Subsidiary is pledged to the Lender, together with such other documents, certificates and opinions as the Lender may reasonably request including original share certificates and corresponding transfer powers of attorney.

7. REPRESENTATIONS AND WARRANTIES:

Borrower represents and warrants to Lender for and on behalf of itself and the other Loan Parties that:

- (a) if a Loan Party is a corporation, it is a corporation duly incorporated, validly existing and duly registered or qualified to carry on business in the Province of Alberta and in each other jurisdiction where it carries on any material business;
- (b) if a Loan Party is a partnership, it is a partnership duly created, validly existing and duly registered or qualified to carry on business in the Province of Alberta and in each other jurisdiction where it carries on any material business;
- (c) the execution, delivery and performance by each Loan Party of this agreement and each Security Document to which it is a party have been duly authorized by all necessary actions and do not violate its governing documents or any applicable laws or agreements to which it is subject or by which it is bound;
- (d) no event has occurred which constitutes, or which, with notice, lapse of time, or both, would constitute, a breach of any provision of this agreement or any Security Document given in connection herewith;
- (e) the most recent financial statements of Borrower and, if applicable, any Guarantor, provided to Lender fairly present its financial position as of the date thereof and its results of operations and cash flows for the fiscal period covered thereby, and since the date of such financial statements, there has occurred no material adverse change in its business or financial condition;
- (f) each Loan Party has good and marketable title to all of its properties and assets, free and clear of any encumbrances, other than Permitted Encumbrances;
- (g) each Loan Party is in compliance in all material respects with all applicable laws including, without limitation, all environmental laws, and there is no existing material impairment to its properties and assets as a result of environmental damage, except to the extent disclosed in writing to Lender and acknowledged by Lender;
- (h) Borrower has no (i) Subsidiaries other than GlassMasters ARG Autoglass One Inc., GlassMasters ARG Autoglass Two Inc., Golden Health Care Management Inc., The Good Shepherd Villas Inc., Hill View Manor Ltd., William Albert House Ltd. and Ocean Sales Group Ltd., and (ii) Material Subsidiaries other than GlassMasters ARG Autoglass One Inc. as of the date hereof;
- (i) no Loan Party has any Investments, other than Restricted Subsidiaries and Permitted Acquisitions;
- (j) no Loan Party is party to any Material Contract other than as disclosed in Schedule "B" attached hereto and each of the Material Contracts is in full force and effect, without amendment;
- (k) the only operating, deposit and other accounts with financial institutions of each of the Loan Parties and each of the Non-Wholly Owned Subsidiaries are set forth in Schedule "C"; and
- (l) the only Indebtedness of the Non-Wholly Owned Subsidiaries owed to financial institutions other than Lender is set forth in Schedule "D".

All representations and warranties are deemed to be repeated by Borrower on each request for an advance hereunder.

8. POSITIVE COVENANTS:

Borrower covenants with Lender that so long as it is indebted or otherwise obligated (contingently or otherwise) to Lender, it will do and perform the following covenants. If any such covenant is to be done or performed by a Guarantor, Borrower also covenants with Lender to cause Guarantor to do or perform such covenant.

- (a) Borrower will pay to Lender when due all amounts (whether principal, interest or other sums) owing by it to Lender from time to time;
- (b) Borrower will deliver to Lender the Security Documents, in all cases in form and substance satisfactory to Lender and Lender's solicitor;
- (c) Borrower will ensure that at least 90% of its consolidated assets are either held by those Loan Parties which have provided security in favour of Lender, or in the case of consolidated assets held by Non-Wholly Owned Subsidiaries, the Borrower has provided adequate pledge security of its ownership interest in such Non-Wholly Owned Subsidiary.
- (d) Borrower will use the proceeds of the Facilities only for the purposes approved by Lender;
- (e) each Loan Party will maintain its valid existence as a corporation or partnership, as the case may be, and except to the extent any failure to do so could not reasonably be expected to have a Material Adverse Effect, will maintain all licenses and authorizations required from regulatory or governmental authorities or agencies to permit it to carry on its business, including, without limitation, any licenses, certificates, permits and consents for the protection of the environment;
- (f) each Loan Party will maintain appropriate books of account and records relative to the operation of its business and financial condition;
- (g) each Loan Party will maintain and defend title to all of its property and assets, will maintain, repair and keep in good working order and condition all of its property and assets and will continuously carry on and conduct its business in a proper, efficient and businesslike manner;
- (h) if required, each Loan Party will maintain appropriate types and amounts of insurance with Lender shown as first loss payee on any property insurance covering any assets on which Lender has security; promptly advise Lender in writing of any significant loss or damage to its property;
- (i) each Loan Party will provide evidence of insurance referenced in subparagraph (h) above to Lender upon request;
- (j) each Loan Party will permit Lender, by its officers or authorized representatives at any reasonable time and on reasonable prior notice, to enter its premises and to inspect its plant, machinery, equipment and other real and personal property and their operation, and to examine and copy all of its relevant books of accounts and records;
- (k) each Loan Party will remit all sums when due to tax and other governmental authorities (including, without limitation, any sums in respect of employees and GST), and upon

request, will provide Lender with such information and documentation in respect thereof as Lender may reasonably require from time to time;

- (l) each Loan Party will comply with all applicable laws, including without limitation, environmental laws, except to the extent any failure to do so could not reasonably be expected to have a Material Adverse Effect;
- (m) Borrower will promptly advise Lender in writing, giving reasonable details, of (i) the discovery of any contaminant or any spill, discharge or release of a contaminant into the environment from or upon any property of a Loan Party which could reasonably be expected to result in a Material Adverse Effect, (ii) any event which constitutes, or which with notice, lapse of time or both, would constitute a breach of any provision hereof or of any Security Documents, and (iii) each event which has or is reasonably likely to have a Material Adverse Effect;
- (n) Borrower undertakes that, upon request from Lender, Borrower will grant a fixed mortgage and charge to Lender on any or all real property of Borrower so designated by Lender. Borrower shall promptly provide to Lender all information reasonably requested by Lender to assist it in that regard. Borrower acknowledges that this undertaking constitutes present and continuing security in favour of Lender, and that Lender may file such caveats, security notices or other filings in regard thereto at any time and from time to time as Lender may determine;
- (o) Borrower will promptly advise Lender in writing, giving reasonable details of any default or event of default under any material agreement to which an Restricted Subsidiary is a party; and
- (p) Borrower will deliver to Lender a share pledge agreement in respect of its interest in Foothills Creamery Ltd. together with delivery of original share certificates and corresponding transfer powers of attorney no later than 90 days after the initial advance hereunder.

9. NEGATIVE COVENANTS:

Borrower covenants with Lender that while it is indebted or otherwise obligated (contingently or otherwise) to Lender, it will not do any of the following, without the prior written consent of Lender. If a Restricted Subsidiary is not to do an act, Borrower also covenants with Lender not to permit any Restricted Subsidiary to do such act.

- (a) a Loan Party will not create or permit to exist any mortgage, charge, lien, encumbrance or other security interest on any of its present or future assets, other than Permitted Encumbrances;
- (b) a Loan Party will not create, incur, assume or allow to exist any Indebtedness other than Permitted Indebtedness;
- (c) a Loan Party will not sell, lease or otherwise dispose of any assets except for Permitted Dispositions;
- (d) a Loan Party will not provide Financial Assistance (by means of a loan, guarantee or otherwise) to any person (other than Lender) other than Permitted Financial Assistance;
- (e) a Loan Party will not make Distributions, other than Permitted Distributions;

- (f) The Borrower shall not reduce its ownership of share capital in Material Subsidiaries below 75%;
- (g) Borrower shall not reduce its direct or indirect ownership of any Restricted Subsidiaries by more than ten percent (10%) as the result of earn-out provisions, management purchase agreements or pursuant to long-term incentive programs associated with such Restricted Subsidiary;
- (h) a Loan Party will not amalgamate, consolidate, or merge with any person other than a Loan Party and then only if no default is then in existence or would thereafter be in existence, and will not enter into any partnership with any other person unless the partnership becomes a Loan Party hereunder and provides security in favour of Lender;
- (i) a Loan Party will not acquire any assets in, or move or allow any of its assets to be moved to, a jurisdiction where Lender has not registered or perfected the Security Documents;
- (j) a Loan Party will not change the present nature of its business;
- (k) Borrower will not operate accounts with or otherwise conduct any banking business with any financial institution other than Lender, other than to the extent expressly permitted in the definition of Permitted Encumbrances hereunder;
- (l) a Loan Party will not enter into any Hedging Agreement which is not used for risk management in relation to its business or which is not entered into in the ordinary course of its business but is entered into for speculative purposes;
- (m) a Loan Party will not allow any pollutant (including any pollutant now on, under or about such land) to be placed, handled, stored, disposed of or released on, under or about any of its lands unless done in the normal course of its business and then only as long as it complies with all applicable laws in placing, handling, storing, transporting, disposing of or otherwise dealing with such pollutants, except to the extent any failure to do so could not reasonably be expected to have a Material Adverse Effect;
- (n) Borrower will not utilize Borrowings to finance a hostile takeover;
- (o) a Loan Party will not complete any Acquisition other than a Permitted Acquisition; and
- (p) Loan Parties will not enter into any transaction, including, without limitation, the purchase, sale or exchange of any property or the rendering of any services, with any of its shareholders or with any of its affiliates, or with any of its or their directors or officers, or enter into, assume or suffer to exist any employment, consulting or analogous agreement or arrangement with any such shareholder or affiliate or with any of its directors or officers, except:
 - i) a transaction or agreement or arrangement which is in the ordinary course of business of such Loan Party and which is upon fair and reasonable terms not materially less favourable to such Loan Party;
 - ii) the payment of reasonable and customary fees and expenses to directors of the Loan Parties and the provision of customary indemnifications to directors, officers, employees, members of management and consultants of the Loan Parties and Subsidiaries to the extent attributable to ownership or operation of the Loan

Parties, provided that such payment or provision of customary indemnifications does not otherwise contravene the terms and provisions of this agreement;

- iii) the existence of, and the performance of obligations of such Loan Party under the terms of, any agreement to which the Loan Party is a party as of the date hereof and which is identified and described in Schedule "B" as such agreement may be amended, modified, supplemented, restated or replaced from time to time, provided that such amendment, modification, supplement, restatement or replacement would not reasonably be expected to cause a Material Adverse Effect or otherwise is otherwise materially adverse to the Lender; or
- iv) Permitted Acquisitions.

10. REPORTING COVENANTS:

Borrower will provide to Lender:

- (a) within 120 days after the end of each of its Fiscal Years:
 - i) financial statements of Borrower on a consolidated audited basis prepared by a firm of qualified accountants accompanied by a management discussion and analysis;
 - ii) annual capital and revenue budgets from Borrower for the next following Fiscal Year;
- (b) within 60 days following the end of each fiscal quarter:
 - i) internally produced financial statements of Borrower for that quarter;
- (c) on request, any further information regarding its assets, operations and financial condition that Lender may from time to time reasonably require.

11. CONDITIONS PRECEDENT:

It is a condition precedent to each advance hereunder that, at the time of such advance, all representations and warranties hereunder must be true and correct in all material respects as if made on such date, and there must be no default hereunder or under any Security Document.

In addition, no Facilities will be available until the following conditions precedent have been satisfied, unless waived by Lender:

- (a) Lender has received all Security Documents and all registrations and filings have been completed in Alberta, in all cases in form and substance satisfactory to Lender, and for certainty, this includes the original share certificates and corresponding transfer power of attorneys in respect of the Borrower's interest in Foothills Creamery Ltd., Golden Health Care Management Inc., The Good Shepherd Villas Inc., Hill View Manor Ltd. and William Albert House Ltd.;
- (b) Borrower and Restricted Subsidiaries have provided all authorizations and all financial statements, appraisals, environmental reports and any other information that Lender may require;

- (c) the Foothills Acquisition shall have been completed in accordance with the Foothills PSA and without any material amendment thereto or waiver of, or consent under, the conditions and other provisions thereof, in each case, that would be detrimental to, or otherwise adversely affect the rights of, the Lender and the Lender shall have received an officer's certificate certifying the same to the Lender;
- (d) Lender has received payment of all fees due in respect hereof;
- (e) Lender is satisfied as to the value of Borrower's and any Restricted Party's assets and financial condition, and Borrower's and any Restricted Party's ability to carry on business and repay any amount owed to Lender from time to time;
- (f) Lender has received Borrower's most recent financial statements showing EBITDA calculations;
- (g) For each advance to the Borrower from and after the Closing Date:
 - i) Borrower shall have provided a drawdown notice to the Lender in accordance with the applicable notice requirements set forth herein; and
 - ii) with respect to any intended Borrowings for any Permitted Acquisition, the Lender shall have been provided with each of the matters applicable to such Permitted Acquisition as more particularly described in Section 11(g) hereof.
- (h) in order for any Acquisition to constitute a Permitted Acquisition, the following conditions must be satisfied:
 - i) the Lender has received, 30 days prior to the closing of the Acquisition, satisfactory due diligence materials including, without limitation (as may be applicable), letter of intent, confidential investment memorandum, financial statements and projections, quality of earnings assessments, equipment and real property appraisals (if applicable) and any fairness opinions (where required pursuant to securities law) relating to the Acquisition;
 - ii) the Lender has received, concurrently with execution thereof, an executed copy of the definitive agreement setting forth the terms and conditions of the Acquisition;
 - iii) the Lender has received satisfactory evidence that the Borrower has sufficient funding to complete the Acquisition in compliance with the financial covenants hereunder;
 - iv) the Lender has received evidence that all operating permits, regulatory approvals and consents required to complete the Acquisition are in full force and effect;
 - v) the Lender has received evidence of completion of legal and environmental due diligence in respect of the Acquisition, along with an officer's certificate of the Borrower certifying that there are no environmental liabilities or outstanding litigation that could cause a Material Adverse Effect;
 - vi) the Lender has received evidence that the business or assets comprising the Acquisition are free and clear of all security interests, liens, charges and encumbrances, except for Permitted Encumbrances; and

- vii) upon closing of the Acquisition, the Lender shall receive, (i) such Security Documents as the Lender requires in order to create a first priority perfected security interest (subject to Permitted Encumbrances) in all present and after-acquired property comprising the Acquisition (in the case of a wholly-owned Acquisition) or first priority perfected security interest (subject to Permitted Encumbrances) in and to a Loan Party's Investment in the Acquisition entity (in the case of a non-wholly-owned Acquisition), (ii) such legal opinions as may be reasonably required by the Lender, and (iii) an updated Schedule "D" in form and substance satisfactory to the Lender, if applicable.

12. AUTHORIZATIONS AND SUPPORTING DOCUMENTS

Borrower has delivered or will deliver the following authorizations and supporting documents to Lender:

- Corporate Borrower:
 - a) Incorporation documents including Certificate of Incorporation, Articles of Incorporation (including any amendments) and last Notice of Directors;
 - b) Banking resolution in form provided by Lender or otherwise acceptable to Lender;
 - c) Corporate Mastercard documentation;
 - d) Environmental Questionnaire & Disclosure Statement;
 - e) Credit Information and Alberta Land Titles Office Name Search Consent Form;
- Corporate Guarantors:
 - a) Corporate Guarantee Resolution;
 - b) Incorporation documents including Certificate of Incorporation, Articles of Incorporation (including any amendments) and last Notice of Directors;
- General:
 - a) Officer's Certificates for each of the Loan Parties;
 - b) Solicitor Opinion Letter from counsel to the Loan Parties;
 - c) Solicitor Opinion Letter from counsel to Lender.

13. DRAWDOWNS, PAYMENTS AND EVIDENCE OF INDEBTEDNESS

- Interest on Prime-based loans is calculated on the daily outstanding principal balance, and is payable on the last day of each month.
- If revolving of loans is permitted hereunder, principal advances and repayments on Prime-based loans are to be in the minimum sum of Cdn. \$0.01 or multiples of it.
- Borrower shall monitor its Borrowings to ensure that the Borrowings hereunder do not exceed the maximum amount available hereunder.

- Borrower shall provide notice to Lender prior to requesting an advance or making a repayment or conversion of Borrowings hereunder, as follows:

For Borrowings:
 - under Cdn. \$5,000,000 – same day notice
- Borrower may cancel the availability of any unused portion of a Facility on five Business Days' notice. Any such cancellation is irrevocable.
- The annual rates of interest or fees to which the rates calculated in accordance with this agreement are equivalent, are the rates so calculated multiplied by the actual number of days in the calendar year in which such calculation is made and divided by 365.
- If the amount of Borrowings outstanding under any Facility, when converted to the Equivalent Amount in Canadian dollars, exceeds the amount available under such Facility, Borrower shall, unless Lender otherwise agrees in its sole discretion, immediately repay such excess to Lender.
- If any amount due hereunder is not paid when due, Borrower shall pay interest on such unpaid amount (including without limitation, interest on interest) if and to the fullest extent permitted by applicable law, at a rate per annum equal to Prime plus 5%.
- The branch of Lender (the "**Branch of Account**") where Borrower maintains an account and through which the Borrowings will be made available is located at 102 8 Avenue SW Calgary, Alberta T2P 1B3. Funds under the Facilities will be advanced into and repaid from account no. 760-7555725 at the Branch of Account, or such other branch or account as Borrower and Lender may agree upon from time to time.
- Lender shall open and maintain at the Branch of Account accounts and records evidencing the Borrowings made available to Borrower by Lender under this agreement. Lender shall record the principal amount of each Borrowing and the payment of principal, interest and fees and all other amounts becoming due to Lender under this agreement. Lender's accounts and records (and any confirmations issued hereunder) constitute, in the absence of manifest error, conclusive evidence of the indebtedness of Borrower to Lender pursuant to this agreement.
- Borrower authorizes and directs Lender to automatically debit, by mechanical, electronic or manual means, any bank account of Borrower for all amounts payable by Borrower to Lender pursuant to this agreement. Any amount due on a day other than a Business Day shall be deemed to be due on the Business Day next following such day, and interest shall accrue accordingly.

14. MISCELLANEOUS:

- (a) All legal and other costs and expenses incurred by Lender in respect of the Facilities, the Security Documents and other related matters will be paid or reimbursed by Borrower on demand by Lender.
- (b) All Security Documents will be prepared by or under the supervision of Lender's solicitors, unless Lender otherwise permits. Acceptance of this offer will authorize Lender to instruct Lender's solicitors to prepare all necessary Security Documents and proceed with related matters.

- (c) Lender, without restriction, may waive in writing the satisfaction, observance or performance of any of the provisions of this Commitment Letter. The obligations of a Guarantor (if any) will not be diminished, discharged or otherwise affected by or as a result of any such waiver, except to the extent that such waiver relates to an obligation of such Guarantor. Any waiver by Lender of the strict performance of any provision hereof will not be deemed to be a waiver of any subsequent default, and any partial exercise of any right or remedy by Lender shall not be deemed to affect any other right or remedy to which Lender may be entitled.
- (d) Borrower shall reimburse Lender for any additional cost or reduction in income arising as a result of (i) the imposition of, or increase in, taxes on payments due to Lender hereunder (other than taxes on the overall net income of Lender), (ii) the imposition of, or increase in, any reserve or other similar requirement, (iii) the imposition of, or change in, any other condition affecting the Facilities imposed by any applicable law or the interpretation thereof.
- (e) Lender is authorized but not obligated, at any time, to apply any credit balance, whether or not then due, to which Borrower or Guarantor is entitled on any account in any currency at any branch or office of Lender in or towards satisfaction of the obligations of Borrower or such Guarantor due to Lender under this agreement or any guarantee granted in support hereof, as applicable. Lender is authorized to use any such credit balance to buy such other currencies as may be necessary to effect such application.
- (f) Words importing the singular will include the plural and vice versa, and words importing gender will include the masculine, feminine and neuter, and anything importing or referring to a person will include a body corporate and a partnership and any entity, in each case all as the context and the nature of the parties requires.
- (g) Where more than one person is liable as Borrower (or as a Guarantor) for any obligation hereunder, then the liability of each such person for such obligation is joint and several with each other such person.
- (h) If any portion of this agreement is held invalid or unenforceable, the remainder of this agreement will not be affected and will be valid and enforceable to the fullest extent permitted by law. In the event of a conflict between the provisions hereof and of any Security Document, the provisions hereof shall prevail to the extent of the conflict.
- (i) Where the interest rate for a credit is based on Prime, the applicable rate on any day will depend on the Prime rate in effect on that day, as applicable. The statement by Lender as to Prime and as to the rate of interest applicable to a credit on any day will be binding and conclusive for all purposes. All interest rates specified are nominal annual rates. The effective annual rate in any case will vary with payment frequency. All interest payable hereunder bears interest as well after as before maturity, default and judgment with interest on overdue interest at the applicable rate payable hereunder. To the extent permitted by law, Borrower waives the provisions of the *Judgment Interest Act* (Alberta).
- (j) Any written communication which a party may wish to serve on any other party may be served personally (in the case of a body corporate, on any officer or director thereof) or by leaving the same at or couriering or mailing the same by registered mail to the Branch of Account (for Lender) or to the last known address (for Borrower or any Guarantor), and in the case of mailing will be deemed to have been received two (2) Business Days after mailing except in the case of postal disruption.

- (k) Unless otherwise specified, references herein to "\$" and "dollars" mean Canadian dollars.
- (l) If for the purpose of obtaining judgment in any court in any jurisdiction with respect to this Agreement, it is necessary to convert into the currency of such jurisdiction (the "**Judgment Currency**") any amount due hereunder in any currency other than the Judgment Currency, then conversion shall be made at the rate of exchange prevailing on the Business Day before the day on which judgment is given. For this purpose, rate of exchange means the rate at which Lender would, on the relevant date, be prepared to sell a similar amount of such currency against the Judgment Currency, in accordance with normal banking procedures. In the event that there is a change in the rate of exchange prevailing between the Business Day before the day on which judgment is given and the date of payment of the amount due, Borrower will, on the date of payment, pay such additional amounts as may be necessary to ensure that the amount paid on such day is the amount in the Judgment Currency which, when converted at the rate of exchange prevailing on the date of payment, is the amount then due under this Agreement in such other currency. Any additional amount due from Borrower under this paragraph will be due as a separate debt and shall not be affected by judgment being obtained for any other sums due in connection with this Agreement.
- (m) Lender shall have the right to assign, sell or participate its rights and obligations in the Facilities or in any Borrowing thereunder, in whole or in part, to one or more persons, provided that the consent of Borrower shall be required if no default is then in existence, such consent not to be unreasonably withheld or delayed.
- (n) Borrower shall indemnify Lender against all losses, liabilities, claims, damages or expenses (including without limitation legal expenses on a solicitor and his own client basis) (i) incurred in connection with the entry into, performance or enforcement of this agreement, the use of the Facility proceeds or any breach by Borrower or any Guarantor of the terms hereof or any document related hereto, or (ii) arising out of or in respect of: (A) the release of any hazardous or toxic waste or other substance into the environment from any property of Borrower or any of its Subsidiaries, and (B) the remedial action (if any) taken by Lender in respect of any such release, contamination or pollution. This indemnity will survive the repayment or cancellation of any of the Facilities or any termination of this agreement.
- (o) For certainty, the permission to create a Permitted Encumbrance shall not be construed as a subordination or postponement, express or implied, of Lender's Security Documents to such Permitted Encumbrance.
- (p) Each accounting term used hereunder, unless otherwise defined herein, has the meaning assigned to it under GAAP consistently applied. If there occurs a change in generally accepted accounting principles (an "**Accounting Change**"), including as a result of a conversion to International Financial Reporting Standards, and such change would result in a change (other than an immaterial change) in the calculation of any financial covenant, standard or term used hereunder, then at the request of Borrower or Lender, Borrower and Lender shall enter into negotiations to amend such provisions so as to reflect such Accounting Change with the result that the criteria for evaluating the financial condition of Borrower or any other party, as applicable, shall be the same after such Accounting Change, as if such Accounting Change had not occurred. If, however, within 30 days of the foregoing request by Borrower or Lender, Borrower and Lender have not reached agreement on such amendment, the method of calculation shall not be revised and all amounts to be determined thereunder shall be determined without giving effect to the Accounting Change.

- (q) Borrower's information, corporate or personal, may be subject to disclosure without its consent pursuant to provincial, federal, national or international laws as they apply to the product or service Borrower has with Lender or any third party acting on behalf of or contracting with Lender.
- (r) Borrower acknowledges that the terms of this agreement are confidential, and Borrower agrees not to disclose the terms hereof or provide a copy hereof to any person without the prior written consent of Lender, unless and to the extent required by (i) applicable law and (ii) SEDAR filing obligations of the Borrower.
- (s) Time shall be of the essence in all provisions of this agreement.
- (t) This agreement may be executed in counterpart.
- (u) This agreement shall be governed by the laws of Alberta.
- (v) James-Scott Lee of McCarthy Tetrault LLP is designated as the Lender's solicitor.

15. NEXT REVIEW DATE:

All demand Facilities are subject to review by Lender at any time in its sole discretion, and at least annually. The next annual review date has been set for April 30, 2018 but may be set at an earlier or later date at the sole discretion of Lender.

16. DEFINITIONS:

"**Acquisition**" means, with respect to any Loan Party: (a) the acquisition for value of any existing cash flow generating assets (other than under operating leases) used or useful in the business of a Loan Party, but for greater certainty excluding capital expenditures, and (b) any Investment in a person if, as a result thereof, (i) such person, on a consensual basis, is merged, consolidated or amalgamated with or into, or transfers or conveys substantially all of its assets to, or is liquidated into any Loan Party or (ii) such person becomes a Loan Party.

"**Borrowings**" means all amounts outstanding under the Facilities, or if the context so requires, all amounts outstanding under one or more of the Facilities or under one or more borrowing options of one or more of the Facilities.

"**Business Day**" means a day, excluding Saturday and Sunday, on which banking institutions are open for business in the province of Alberta.

"**Distribution**" means, without duplication:

- (a) any declaration or payment of any distribution to any holder of Distribution Shares;
- (b) any repayment by any Loan Party of any amount of principal, interest or other amounts in respect of any Net Funded Debt owed to any Person other than a Loan Party or the Lender other than Permitted Indebtedness;
- (c) any loan or advance that is made by a Person to or in favour of a holder of shares in such Person or to or in favour of an affiliate of such holder, unless by one Loan Party to or in favour of another Loan Party; or

- (d) the transfer by a Person of any of its property for consideration of less than fair market value thereof, to any Person, unless by one Loan Party to another Loan Party.

"Distribution Share" means any share of a Loan Party with respect to which any holder of such share may receive or be entitled to receive any declaration or payment of any distribution, dividend, royalty, distribution, fee, management fee, or which may be repurchased, retracted, redeemed or otherwise retired by the issuer thereof, but excluding any share issued by one Loan Party that is held by another Loan Party.

"EBITDA" means, for any period, net income (excluding extraordinary items) from continuing operations plus, to the extent deducted in determining net income, Interest Expense and income taxes expensed during the period, and depreciation, depletion and amortization deducted for the period.

"Enterprise Value" means, in the context of the definition of "Permitted Acquisitions", the enterprise value of the business being acquired in connection with such Permitted Acquisition, as set forth in the relevant purchase and sale agreement respecting such Permitted Acquisition, but excluding any earn-out consideration in connection therewith.

"Equivalent Amount" means, with respect to an amount of any currency, the amount of any other currency required to purchase that amount of the first mentioned currency through Lender in accordance with normal banking procedures.

"Facility" or **"Facility #1"** has the meaning ascribed to it under Section 1 of this agreement.

"Financial Assistance" means providing or agreeing to provide (either directly or indirectly) financial assistance to any person including financial assistance by way of a loan, guarantee, share purchase, equity contribution or any credit support arrangement of any nature whatsoever.

"Fiscal Year" means, in respect of the Borrower, its Fiscal Year commencing on January 1 of each year and ending on December 31 of such year, or such other Fiscal Year as may be agreed to by the Lender.

"Foothills Acquisition" means the acquisition of Foothills Creamery Ltd. ("**Foothills**") by the Borrower pursuant to an agreement for purchase and sale to be executed no later than April 1, 2018 (the "**Foothills PSA**") between the Borrower, as purchaser, and the shareholders of Foothills as vendors.

"FWCU" means FWCU Capital Corp.

"Generally Accepted Accounting Principles" or **"GAAP"** means generally accepted accounting principles as may be described in the CPA Canada Handbook and other primary sources recognized from time to time by the Canadian Chartered Professional Accountants.

"Guarantor" means any party that has provided a guarantee in favour of Lender with respect to the Borrowings hereunder.

"Hedging Agreement" means any swap, hedging, interest rate, currency, foreign exchange or commodity contract or agreement, or confirmation thereunder, entered into from time to time in connection with the Lender:

- (a) interest rate swaps, forward rate transactions, interest rate options, cap transactions, floor transactions and similar rate-related transactions; or
- (b) forward rate agreements, foreign exchange forward agreements, cross currency transactions and other similar currency-related transactions;

the purpose of which is to hedge (a) interest rate, and/or (b) currency exchange exposure, as the case may be.

"**Increase**" has the meaning ascribed to it in Section 2 hereof.

"**Increase Request**" has the meaning ascribed to it in Section 2 hereof.

"**Indebtedness**" means all present and future obligations and indebtedness of a person, whether direct or indirect, absolute or contingent, including all indebtedness for borrowed money, all obligations in respect of swap or hedging arrangements and all other liabilities which in accordance with GAAP would appear on the liability side of a balance sheet (other than items of capital, retained earnings and surplus or deferred tax reserves).

"**Interest Expense**" means, for any period, the cost of advances of credit during that period, including interest charges, the interest component of capital leases, capitalized interest, fees payable on bankers' acceptances and guaranteed notes, and fees payable in respect of letters of credit and letters of guarantee.

"**Investment**" means (a) any loan or other extension of credit (including the delivery of guarantees, indemnities or other financial assistance) or capital contribution (including a transfer of property) to, or acquisition of any shares, bonds, notes, debentures or other securities of, or any other investment in, any Person, and (b) any purchase of any assets constituting all or part of a business unit from any Person (excluding any deposit, advance, loan or extension of credit having its term not exceeding ninety (90) days representing a purchase price of inventory or supplies sold by such Person in the ordinary course of business); and "Invest" and "Invested" shall be construed accordingly.

"**Loan Parties**" means the Borrower and all Guarantors, other than any Guarantors that are natural persons, and "**Loan Party**" means any of them.

"**Material Adverse Effect**" means a material adverse effect on:

- (a) the financial condition of Borrower or of any Guarantor; or
- (b) the ability of Borrower or any Guarantor to repay amounts owing hereunder or under its guarantee in respect hereof.

"**Material Contract**" means the shareholder, management agreements and other governance agreements with the Loan Parties and such other Persons as described in Schedule "E" attached hereto.

"**Material Subsidiary**" means, at any time, any wholly-owned Subsidiary of any Loan Party.

"**Minority Interests**" means, with respect to each of the Non-Wholly Subsidiaries, the equity ownership stake held in such Non-Wholly Owned Subsidiary by Person(s) who are (i) at arm's length to each of the Loan Parties, and (ii) not controlled by any Loan Party.

"**Non-Wholly Owned Subsidiaries**" means non-wholly owned subsidiaries of the Borrower for which only a Minority Interest is held by the Borrower, which, as of the date of this agreement, includes Foothills Creamery Ltd., GlassMasters ARG Autoglass Two Inc., Golden Health Care Management Inc., The Good Shepherd Villas Inc., Hill View Manor Ltd., William Albert House Ltd. And Ocean Sales Group Ltd. and future Permitted Acquisitions.

"**Permitted Acquisition**" means, in respect of the Borrower and any Guarantor, and subject to the satisfaction of all conditions precedent set forth in Section 11 of this agreement, the Acquisition of all or substantially all of the assets of (or any division or business line of) any other persons, or the Acquisition

(whether by means of merger, consolidation or otherwise) by the Borrower or any Guarantor of all or substantially all of the equity interest of any other person provided that:

- (a) the business or operating assets related to the Acquisition are located in Canada;
- (b) the Acquisition is non-hostile;
- (c) the Acquisition has an Enterprise Value equal to or less than \$5,000,000; and
- (d) if the Acquisition has an Enterprise Value greater than \$5,000,000, the Lender has provided its prior written consent to the completion of such Acquisition.

For the purposes of this agreement, the Borrower and Lender agree that the Foothills Acquisition will be deemed to be a "Permitted Acquisition" for the purposes hereof.

"Permitted Disposition" means any of the following:

- (a) sales of inventory in accordance with prudent industry practice;
- (b) any sale, lease, transfer or other disposition of any tools, implements, equipment or machinery which have become worn out, unserviceable, obsolete, unsuitable or unnecessary in operations or activities relating to the business;
- (c) assets traded in the ordinary course of business for assets of equal or better value;
- (d) dispositions by a Loan Party to another Loan Party;
- (e) leases and licenses granted to other Persons in the ordinary course of business;
- (f) abandonments, surrenders or terminations of immaterial rights or interests which are effected in accordance with prudent industry practice;
- (g) any sale, lease, transfer or other disposition of assets in any Fiscal Year (excluding any sale or disposition included in clauses (a) through (f) above), the fair market value of which, when taken in the aggregate in respect of all such sales and dispositions by all Loan Parties in such Fiscal Year, does not exceed \$500,000.

"Permitted Distributions" means any of the following:

- (a) Distributions by a Loan Party to another Loan Party; and
- (b) common share dividends on Distribution Shares provided such Distribution does not create a breach of any covenant set forth herein.

provided, in each case, there is no default or event of default hereunder at the time such Distribution is made, or would reasonably be expected to occur immediately following such Distribution.

"Permitted Encumbrances" means, in respect of the Borrower, the Guarantors and, where expressly indicated, the Restricted Subsidiaries, the following:

- (a) liens for taxes, assessments or governmental charges not yet due or delinquent or the validity of which is being contested in good faith;

- (b) liens arising in connection with workers' compensation, unemployment insurance, pension, employment or other social benefits laws or regulations which are not yet due or delinquent or the validity of which is being contested in good faith;
- (c) liens under or pursuant to any judgment rendered or claim filed which are or will be appealed in good faith provided any execution thereof has been stayed;
- (d) undetermined or inchoate liens and charges incidental to construction or current operations which have not at such time been filed pursuant to law or which relate to obligations not due or delinquent;
- (e) liens arising by operation of law such as builders' liens, carriers' liens, materialmen's liens and other liens of a similar nature which relate to obligations not due or delinquent;
- (f) easements, rights-of-way, servitudes or other similar rights in land (including, without in any way limiting the generality of the foregoing, rights-of-way and servitudes for railways, sewers, drains, gas and oil pipelines, gas and water mains, electric light and power and telephone or telegraph or cable television conduits, poles, wires and cables) granted to or reserved or taken by other persons which singularly or in the aggregate do not materially detract from the value of the land concerned or materially impair its use in the operation of the business of Borrower or such Guarantor;
- (g) security given to a public utility or any municipality or governmental or other public authority when required by such utility or municipality or other authority in connection with the operations of Borrower or such Guarantor, all in the ordinary course of its business which singularly or in the aggregate do not materially impair the operation of the business of Borrower or such Guarantor;
- (h) the reservation in any original grants from the Crown of any land or interests therein and statutory exceptions to title;
- (i) in respect of the Loan Parties, operating lease transactions where the Indebtedness represented by all such transactions does not at any time exceed \$500,000 in the aggregate;
- (j) in respect of the Loan Parties, finance Leases or sale-leaseback transactions where the Indebtedness represented by all such transactions does not at any time exceed \$500,000 in aggregate;
- (k) in respect of the Loan Parties, security interests granted or assumed to finance the purchase of any property or asset (a "**Purchase Money Security Interest**") where:
 - i) the security interest is granted at the time of or within 60 days after the purchase;
 - ii) the security interest is limited to the property and assets acquired, and
 - iii) the indebtedness represented by all Purchase Money Security Interests does not at any time exceed \$500,000 in aggregate;
- (l) security interests or liens (other than those hereinbefore listed) of a specific nature (and excluding for greater certainty floating charges) on properties and assets of the Loan Parties having a fair market value not in excess of \$250,000 in aggregate;

- (m) security interests or liens granted to deposit-taking institutions to secure account operation obligations of any of the Non-Wholly Owned Subsidiaries;
- (n) security interests or liens granted to secure the obligations in respect of any Permitted Acquisition, provided that such security interests and liens are limited to the assets of the new Subsidiary and will not affect the share capital or partnership interest, as applicable, of such Subsidiary pledged by the Borrower to secure Indebtedness under this agreement pursuant to Sections 6 and 11 of this agreement;
- (o) security interests or liens granted by Non-Wholly Owned Subsidiaries in favour of another financial institution to secure the Indebtedness described in Schedule "D"; and
- (p) security interests or liens granted by a Loan Party in favour of another financial institution, provided that the Lender has received an account control agreement in form and substance satisfactory to the Lender from such Loan Party and other financial institution.

"Permitted Financial Assistance" means Financial Assistance to the Restricted Subsidiaries, on an unsecured basis.

"Permitted Indebtedness" means any of the following:

- (a) Indebtedness under the Facilities;
- (b) Trade payables in the ordinary course of business;
- (c) Any Indebtedness to secured a Permitted Encumbrance;
- (d) Indebtedness of one Loan Party to another Loan Party;
- (e) Indebtedness described in Schedule "D"; and
- (f) any other Indebtedness not to exceed \$250,000 in the aggregate.

"Person" or **"person"** means any individual, corporation, company, partnership, unincorporated association, trust, joint venture, estate or other judicial entity or any governmental body.

"Prime" means the prime lending rate per annum established by Lender from time to time for commercial loans denominated in Canadian dollars made by Lender in Canada.

"Restricted Subsidiaries" means, collectively, the Guarantors and the Non-Wholly Owned Subsidiaries from time to time, but specifically excluding Ocean Sales Group Ltd. and GlassMasters ARG Autoglass Two Inc..

"Security Documents" has the meaning ascribed to it under Section 6 of this agreement.

"Subsidiary" means, as to any person:

- (a) another person of which such person alone or in conjunction with its other Subsidiaries owns an aggregate number of securities sufficient to enable the election of a majority of the directors (or other persons performing similar functions) regardless of the manner in which other securities are voted by such person or one or more of their respective Subsidiaries, or by a combination thereof;

- (b) a person of which such person alone or in conjunction with its other Subsidiaries has, through the operation of any agreement or otherwise, the ability to elect or cause the election of a majority of the directors (or other persons performing similar functions) or otherwise exercise control over the management and policies of the person by such person or one or more of their respective Subsidiaries, or by a combination thereof;
- (c) any trust of which 50% or more of the equity or beneficial interests therein are owned or controlled by such person or one or more of their respective Subsidiaries, or by a combination thereof;
- (d) any partnership or joint venture of which such person:
 - i) is the general or managing partner, or
 - ii) directly or indirectly, owns more than 50% of the equity or beneficial interest thereof,

and shall include any person in like relation to a Subsidiary.

"TD" means The Toronto-Dominion Bank.

SCHEDULE "A"
GUARANTORS

NIL AS OF THE DATE OF THIS AGREEMENT

SCHEDULE "B"
MATERIAL CONTRACTS

"Material Contract" means the shareholder, management agreements and other governance agreements with the Loan Parties and such other Persons.

LOAN PARTY TO MATERIAL CONTRACT	ADDITIONAL PERSON(S) THAT PARTY TO MATERIAL CONTRACT	NAME/ DESCRIPTION OF AGREEMENT	DATE OF AGREEMENT
Western Investment Company of Canada Ltd.	Sweat Pea Enterprises Inc., GlassMasters ARG Autoglass Two Inc., and Miles and Karyn Palmer	Asset Purchase Agreement.	November 30, 2016
Western Investment Company of Canada Ltd.	GlassMasters ARG Autoglass Two Inc., Alberta Treasury Branches, Sweat Pea Enterprises Inc., Brad Warren and Jamie Godard.	Shareholders Agreement	January 1, 2017
Western Investment Company of Canada Ltd.	Golden Health Care Inc., Heather Haupstein, The Good Shepherd Villas Inc., Hill View Manor Ltd., and William Alberta House Ltd.	Share Purchase Agreement	September 1, 2017
Western Investment Company of Canada Ltd.	Golden Opportunities Fund Inc., Haupman PCH Consulting Inc., 1039797 Alberta Ltd., Golden Health Care Inc., and Golden Health Care Management Inc.	Shareholders Agreement	September 1, 2017
Western Investment Company of Canada Ltd.	Golden Health Care Inc., and The Good Shepherd Villas Inc.	Shareholders Agreement	September 1, 2017
Western Investment Company of Canada Ltd.	Golden Health Care Inc., Heather Haupstein, and Hill View Manor Ltd.	Shareholders Agreement	September 1, 2017
Western Investment Company of Canada Ltd.	Golden Health Care Inc., Heather Haupstein, and William Albert House Ltd.	Shareholders Agreement	September 1, 2017
Western Investment Company of Canada Ltd.	Ocean Sales Group Ltd., Ocean Sales Ltd., Ocean Sales Import/Export Ltd., Ocean Sales Ltd. (USA), Ocean Sales Roadshow Ltd and Next Generation Sales Ltd.	Share Purchase Agreement	January 1, 2018

LOAN PARTY TO MATERIAL CONTRACT	ADDITIONAL PERSON(S) THAT PARTY TO MATERIAL CONTRACT	NAME/ DESCRIPTION OF AGREEMENT	DATE OF AGREEMENT
Western Investment Company of Canada Ltd.	George McBride, 1000099 Alberta Ltd., and Ocean Sales Group Ltd.	Shareholders Agreement	January 1, 2018

SCHEDULE "C"
DEPOSIT ACCOUNTS

LOAN PARTY /NON-WHOLLY OWNED SUBSIDIARY	FINANCIAL INSTITUTION	DESCRIPTION OF ACCOUNT (OPERATING, DEPOSIT, OTHER)
Western Investment Company of Canada Ltd.	Alberta Treasury Branch	Operating Account, Deposit Account
GlassMasters ARG Autoglass Two Inc.	The Toronto-Dominion Bank	Operating Account, Deposit Account
The Good Shepherd Villas Inc.; Hill View Manor Ltd.; and William Alberta House Ltd. Golden Health Care Management Inc.	Affinity Credit Union Weyburn Credit Union Ltd. Weyburn Credit Union Ltd. Affinity Credit Union	Operating Account, Deposit Account
Ocean Sales Group Ltd.	The Toronto-Dominion Bank	Operating Account, Deposit Account

SCHEDULE "D"
NON-WHOLLY OWNED SUBSIDIARY CREDIT FACILITIES

NON-WHOLLY OWNED SUBSIDIARY	FINANCIAL INSTITUTION	DESCRIPTION CREDIT FACILITY (DATE OF FACILITY, AMOUNT, TERM, SECURITY PROVIDED, ETC.)
GlassMasters ARG Autoglass Two Inc.	The Toronto- Dominion Bank And First West Capital	<p>Operating Facility(Revolver):</p> <ul style="list-style-type: none"> - December 16, 2016 - \$2.0 million Demand Facility - Renewed Annually - First position GSA agreement on all assets - Pledge of shares from all shareholders <p>Term Loan</p> <ul style="list-style-type: none"> - December 16, 2016 - \$7.5 million Term Loan - Amortized over 7 years, - First position GSA Agreement on all assets - Pledge of shares from all shareholders <p>Term Loan</p> <ul style="list-style-type: none"> - December 16, 2016 - \$1.3 million Term Loan - Amortized over 4 years, - Second Position GSA Agreement on all assets - Second pledge of shares from all shareholders
Ocean Sales Group Ltd.	The Toronto- Dominion Bank	<p>Operating Facility</p> <ul style="list-style-type: none"> - January 1, 2018 - \$3.5 million Demand Facility - Renewed Annually - First position GSA agreement on all assets - Pledge of shares from all shareholders <p>Term Loan</p> <ul style="list-style-type: none"> - January 1, 2018 - \$5.1 million Term Loan - Amortized over 7 years, - First position GSA Agreement on all assets - Pledge of shares from all shareholders

The Good Shepherd Villas Inc.;	Affinity Credit Union	Mortgages - 5 years, 5 years - 3.8%, 3.8% - April 8, 2017 \$3,294,734, April 15, 2017 \$1,888,948
Hill View Manor Ltd.; and	Weyburn Credit Union Ltd.	Mortgage - 2 years - 3.15% - December 1, 2016 \$1,993,873
William Alberta House Ltd.	Weyburn Credit Union Ltd.	Mortgage - 2 years - 3.15% - December 1, 2016 \$5,292,948