

SCHEDULE ACOVENANTS

1. Payment of all indebtedness due to BMO in connection with this Letter of Agreement or any Facility.
2. Maintenance of corporate existence and status, if applicable.
3. Payment of all Taxes when due (including, without limitation, corporate, GST, HST, sales tax and withholding).
4. Compliance with all material Laws, regulations and applicable permits or Approvals (including health, safety and employment standards, labour codes and environmental Laws).
5. Compliance with all material agreements.
6. Use of proceeds to be consistent with the approved purpose.
7. Notices of death of Borrower or Guarantor, Default, material Litigation, and regulatory proceedings to be provided to BMO on a timely basis.
8. Access by BMO to books and records; BMO to have right to inspect property to which its security applies.
9. No assumption of additional indebtedness or guarantee Obligations by Borrower without prior written consent of BMO.
10. No liens or encumbrances on any assets except with the prior written consent of BMO.
11. No change of control or ownership of the Borrower without the prior written consent of BMO.
12. No disposition of property or assets (except in the ordinary course of business) without the prior written consent of BMO.
13. No material acquisitions, hostile takeovers, mergers, or amalgamations without BMO's prior written approval.
14. [For multiple currencies]:

If, for the purposes of obtaining judgment in any court in any jurisdiction with respect to this Letter of Agreement, it becomes necessary to convert into a particular currency (the "Judgment Currency") any amount due under this Letter of Agreement in any currency other than the Judgment Currency (the "Currency Due"), 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 BMO is able, on the relevant date, to purchase the Currency Due with the Judgment Currency in accordance with its normal practice at its principal office in Toronto, Ontario. In the event that there is a change in the rate of exchange prevailing between the Business Day before the day on which the judgment is given and the date of receipt by BMO of the amount due, the Borrower will, on the date of receipt by BMO, pay such additional amounts, if any, or be entitled to receive reimbursement of such amount, if any, as may be necessary to ensure that the amount received by BMO on such date is the amount in the Judgment Currency which when converted at the rate of exchange prevailing on the date of receipt by BMO is the amount then due under this Letter of Agreement in the Currency Due. If the amount of the Currency Due which BMO is so able to purchase is less than the amount of the Currency Due originally due to it, the Borrower, and each Guarantor jointly and severally (solidarily) agree to indemnify BMO from and against all loss or damage arising because of such deficiency. This indemnity shall constitute an obligation separate and independent from the other Obligations contained in this Letter of Agreement, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by BMO from time to time and shall continue in full force and effect notwithstanding any judgment or order in respect of an amount due under this Letter of Agreement or under any judgment or order.



SCHEDULE BREPRESENTATIONS AND WARRANTIES

1. It has the corporate status, power, and authority to enter into this Letter of Agreement and any agreement executed in connection with a Facility or any Security to which it is a party, and to perform its Obligations hereunder and thereunder.
2. It follows all applicable Laws (including environmental Laws) and its existing agreements.
3. Except as otherwise disclosed to BMO in writing, no consent or approval of, registration or filing with, or any other action by, any governmental authority is required in connection with the execution, delivery, and performance by it of this Letter of Agreement and any agreement executed in connection with a Facility or any Security to which it is a party.
4. All information that has been provided to BMO for purposes of or in connection with this Letter of Agreement or any transaction contemplated herein is true and complete in all material respects on the date as of which such information is dated or certified.
5. No event, development or circumstance has occurred that has had or could reasonably be expected to have a Material Adverse Effect on the business, assets, operations, or condition, financial or otherwise, of the Borrower or any Guarantor.
6. There is no material Litigation pending against it or, to its knowledge, threatened against or affecting it.
7. It has timely filed or caused to be filed all required tax returns and reports and has paid or caused to be paid all required Taxes.
8. It has good and marketable title to its properties and assets including ownership of and/or sufficient rights in any material intellectual property.
9. It has complied with all Obligations in connection with any pension plan which it has sponsored, administered, or contributed to, or is required to contribute to including, without limitation, registration in accordance with applicable Laws, timely payment of all required contributions or premiums, and performance of all fiduciary and administration Obligations.
10. It maintains insurance policies and coverage that provides sufficient insurance coverage in at least such amounts and against at least such risks as are usually insured against in the same general area by persons in the same or a similar business.
11. It is not in Default nor has any event or circumstance occurred which, but for the passage of time or the giving of notice, or both, would constitute a Default under any loan, credit, or security agreement, or under any material instrument or agreement, to which it is a party.



SCHEDULE CADDITIONAL CONDITIONS PRECEDENT TO ADVANCES

1. Delivery and review of the articles or other constating documents, by-laws, certified resolutions, shareholder agreements (if any) and good standing or equivalent certificates of each Credit Party demonstrating corporate or organisational status, due capacity, and sufficient authority.
2. Delivery of a duly executed copy of the Documentation.
3. Review of all necessary Approvals.
4. Review of all Material Contracts.
5. Review of all information necessary for BMO to comply with all legal and internal requirements in respect of anti-money laundering and proceeds of crime legislation and “know your customer” requirements.
6. Review (as to covered risks, amounts, periods, renewals, issuer(s), named insured(s), beneficiaries, loss payees, caps, standard mortgage and similar clauses, conditions, exclusions and otherwise) by BMO (or its agents) of all insurance policies issued to the Credit Parties.
7. Completion of all due diligence required by BMO in respect of the Credit Parties and their respective business, operations, assets, property and undertaking (including lien, Litigation, and solvency searches, as well as real property, insurance, tax, pension, and environmental diligence, in each case where and as applicable).
8. Confirmation that all representations, warranties, and other declarations made by the Credit Parties under each of the Documentation are true, complete, and accurate at the time made or deemed made (including at the time of any Advance).
9. Confirmation that, since the most recent financial statements provided to BMO, no event or series of events has occurred or failed to occur which would reasonably be expected to have, either singly or in the aggregate, a Material Adverse Effect.
10. Confirmation that no Default shall have occurred or be continuing.
11. Payment of all fees, costs, charges, expenses, and other amounts then owing under the Documentation.
12. Any other document or action that BMO may reasonably require.



SCHEDULE DAdditional Terms

Expenses: The Borrower(s) shall pay all reasonable costs and expenses of BMO associated with the preparation, due diligence (including third party expenses), administration and enforcement of this Letter of Agreement, the Facilities, the Security, and the other loan documentation, regardless of whether any advances are made, or all the condition's precedent are satisfied or waived in BMO's discretion.

Increased Costs, Taxes, etc.: If in respect of any change in or introduction of any law, regulation, order, rule, request, or directive (whether having the force of law but of a kind which is intended to be generally complied with by banks) or in the interpretation thereof by any authority charged with the administration thereof or by any court of competent jurisdiction:

(a) BMO incurs a cost (which it would not otherwise have incurred), becomes subject to a tax, or becomes liable to make a payment (calculated with reference to the amount outstanding or available under a Facility) with respect to continuing to provide or maintain such Facility (other than a tax imposed on the income of BMO).

(b) any reserve, special deposit or similar requirement is imposed or increased with respect to any Facility increasing the cost thereof to BMO; or

(c) BMO suffers or will suffer a reduction in the rate of return on its overall capital (other than a reduction by reason of an income tax referred to in (a) above) because of the amount of the capital that BMO is required to maintain being increased or of any change in the way BMO is required to allocate its resources.

then the Borrower(s) shall, upon receiving written notice from BMO, pay to BMO such amount as will compensate BMO for, and will indemnify and hold BMO harmless against, such increases in cost or reductions of rate of return with respect to the applicable Facilities accruing after the date the notice is issued. The notice issued by BMO setting out the amount and basis for such additional payment required shall be deemed to be *prima facie* correct.

Confidential Information Release and Consent: The Borrower(s) consents to the release of confidential information regarding the business by BMO to affiliates and subsidiaries of BMO for the purpose of assisting BMO in supporting the Borrower(s) with its strategic plans.

The Borrower(s) authorizes and consents to reproduction, disclosure and use by BMO of information about the Borrower(s) (including, without limitation, the Borrower(s)'s



name and any identifying logos) and the Facilities (all such information being called the “**Information**”) to enable BMO to publish promotional “tombstones” and other forms of notices of the Facilities in any manner and in any media (including, without limitation, brochures, league table purposes). The Borrower(s) acknowledges and agrees that BMO shall be entitled to determine, in its discretion, whether to use the Information; that no compensation will be payable by BMO resulting therefrom; and that BMO shall have no liability whatsoever to the Borrower(s) or any of its employees, officers, directors, affiliates or shareholders in obtaining and using the Information in accordance with this paragraph.

Indemnification: The Borrower(s) agrees to indemnify BMO, its affiliates and each of their respective officers, directors, employees, agents and advisors, and save each of them harmless, from and against any and all direct and indirect losses, claims, damages and liabilities arising from activities under or contemplated under this Letter of Agreement, the Security and the other loan documents, other than as a direct result of the gross negligence or willful misconduct of BMO as determined by a final and non-appealable order of a court of competent jurisdiction.

Announcements: The Borrower(s) shall permit BMO to review and approve of any reference to BMO contained in any press release or similar public disclosure in connection with the Facilities.

Assignment: The Borrower(s) shall not assign any of its rights or obligations hereunder or under any other loan document.

BMO shall have the right to assign, sell or participate its rights and obligations under this Letter of Agreement and the other loan documents, including (without limitation) in the Facilities or in any borrowing hereunder, in whole or in part, to any other person, subject to the consent of the Borrower(s) not to be unreasonably withheld. Notwithstanding the foregoing, the consent of the Borrower(s) is not required if a Default has occurred and is continuing or if the Borrower(s) or any Guarantor is insolvent, bankrupt or has taken any action or sought any relief under any insolvency, restructuring or analogous corporate laws.

Set-Off: BMO shall have the right to set-off any outstanding debts, liabilities and other obligations of the Borrower(s) and the Guarantors under this Letter of Agreement and the other loan documents against any amounts on deposit and other property in accounts maintained by the Borrower(s), the Guarantors or any of their affiliates with BMO or any of BMO’s affiliates in any jurisdiction, including without limitation BMO Harris Bank. Any currency conversion necessary to give effect to this set-off shall be made by BMO through its normal practices.



Matters relating to Interest:

Unless otherwise indicated, interest on any outstanding principal amount and all other amounts (including unpaid interest) shall be calculated daily and shall be payable monthly in arrears on the first business day of the following month; and if the maturity date of a Facility is not the end of a month, all accrued and unpaid interest in respect of such Facility shall be paid on such maturity date. Interest shall accrue from and including the day upon which an advance is made or is deemed to have been made and ending on but excluding the day on which such advance is repaid or satisfied. Any change in the Prime Rate or the US Base Rate shall cause an immediate adjustment of the interest rate applicable to Prime Rate based loans or US Base Rate based loans, as applicable, without notice to the Borrower(s).

Unless otherwise stated, if reference is made to a rate of interest, fee, or other amount “per annum” or a similar expression is used, such interest, fee or other amount shall be calculated based on a year of 365 or 366 days. If the amount of any interest, fee or other amount is determined or expressed based on a period of less than one year of 365 or 366 days the equivalent yearly rate is equal to the rate so determined or expressed, divided by the number of days in the said period, and multiplied by the actual number of days in that calendar year. BMO agrees that promptly upon request by the Borrower(s) from time to time it will advise the Borrower(s) of the Prime Rate and the US Base Rate in effect at such time (or during any other period prior to such time) and will assist the Borrower(s) in calculating the effective annual rate of interest required to be disclosed pursuant to section 4 of the *Interest Act* (Canada).

If the amount of any interest, premium, fees or other monies or any rate of interest stipulated for, taken, reserved or extracted under this Letter of Agreement or the Security would otherwise contravene the provisions of section 347 of the *Criminal Code* (Canada), section 4 or section 8 of the *Interest Act* (Canada) or any successor or similar legislation, or would exceed the amounts which BMO is legally entitled to charge and receive under any law to which such compensation is subject, then such amount or rate of interest shall be reduced to such maximum amount as would not contravene such provision; and to the extent that any excess has been charged or received BMO shall apply such excess against the outstanding indebtedness and refund any further excess amount.

BMO may from time to time upon notice to the Borrower(s) adjust the margin/spread on any Facility and other rates of interest applicable to one or more Facilities, save and except for any specific rates of interest agreed for FRTLs during the applicable term.

Withholding Taxes:

Except as otherwise required by law, all payments made by the Borrower(s) to BMO hereunder shall be made without withholding for or on account of any present or future taxes imposed by or within the jurisdiction in which the Borrower(s) is domiciled, any jurisdiction from which the Borrower(s) makes any payment or any other jurisdiction, or (in each case) any political subdivision or taxing authority thereof or therein (other



than taxes in respect of the net income, assets or capital of BMO). If any such withholding is required by law, the Borrower(s) shall make the withholding, pay the amount withheld to the appropriate governmental authority before penalties attach thereto or interest accrues thereon and forthwith pay to BMO such additional amount as may be necessary to ensure that the net amount actually received by BMO (after payment of such taxes including any taxes on such additional amount paid) is equal to the amount which it would have received if no amounts had been withheld.

Interpretation:

The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”. The word “or” is disjunctive; the word “and” is conjunctive. Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented, restated or replaced (subject to any restrictions on such modifications set out herein), (b) any reference herein to any statute or any section thereof shall, unless otherwise expressly stated, be deemed to be a reference to such statute or section as amended, restated or re-enacted from time to time, (c) any reference herein to any person shall be construed to include such person’s successors and permitted assigns, (d) the words “herein”, “hereof” and “hereunder”, and words of similar import, shall be construed to refer to this Letter of Agreement in its entirety and not to any particular provision hereof, (e) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Letter of Agreement, (f) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights, and (g) any use of “including” or “includes” is not intended to be limited and shall be read to mean “including, without limitation” and “includes, without limitation”.

WAIVER OF JURY TRIAL:

EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS LETTER OF AGREEMENT, ANY OTHER LOAN DOCUMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (a) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (b) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS LETTER OF AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.



***No Advisory or
Fiduciary Duty:***

The Borrower(s) acknowledges and agrees, and acknowledges its subsidiaries' understanding, that BMO will not have any obligations hereunder except those obligations expressly set forth herein and in the other loan documents and that BMO is acting solely in the capacity of an arm's length contractual counterparty to the Borrower(s) with respect to the Facilities and the transaction contemplated therein and not as a financial advisor or a fiduciary to, or an agent of, the Borrower(s) or any other person. The Borrower(s) agrees that it will not assert any claim against BMO based on an alleged breach of fiduciary duty by BMO in connection with this Letter of Agreement or the other Loan Documents and the transactions contemplated thereby. Additionally, the Borrower(s) acknowledges and agrees that BMO is not advising the Borrower(s) as to any legal, tax, investment, accounting, regulatory or any other matters in any jurisdiction. The Borrower(s) shall consult with its own advisors concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated hereby, and BMO shall have no responsibility or liability to the Borrower(s) with respect thereto.



SCHEDULE EDEFINITIONS

“Advance” means an advance, continuation, or conversion (where applicable) of any loan or credit extended under this Agreement.

“Approvals” means, collectively, all material governmental, regulatory, third party or other approvals, authorizations, consents, rights, titles, interests, franchises, licenses, permits, privileges, qualifications and the like, and orders, registrations, declarations, publications, recordings, filings, notices and such other actions which, in each case, are necessary or desirable (i) for the ownership, lease, operation and normal conduct of the business, property, undertaking and assets of any Credit Party, or (ii) under or in connection with the Facilities and the Documentation (including the execution, delivery, performance, validity, enforceability and perfection (opposability) thereof).

“Credit Parties” means, collectively, the Borrower(s) and the Guarantor(s).

“Default” means a breach or default or event which, with the giving of notice or the passage of time or both, would constitute a breach or a default (whether as to the performance or fulfilment of any representations, warranties, covenants, obligations, or other provisions thereunder) under the applicable documentation (including the Documentation).

“Documentation” means, collectively, this Agreement, the Guarantee and Security (set forth below) and all other agreements and documents required to be delivered in connection with the Facilities or the transactions contemplated hereby.

“including” means including but without limitation.

“Laws” means all laws, statutes, regulations, rules, codes, orders, ordinances, treaties, conventions, judgements, awards, determinations, directives, orders, and decrees applicable to a Credit Party, its business, or its property, undertaking and assets, including, without limitation, environmental laws and pension plan and other employee plan matters.

“Litigation” means any judgment, writ of execution, order, notice of deficiency, injunction or directive rendered, and any notice of infraction, action, suit, proceeding, or investigation pending or threatened, in each case against a Credit Party or any of its property or assets.

“Material Contracts” means any contract or agreement entered by any Credit Party in respect of which any material breach or default or any termination or non-renewal would reasonably be expected to have a Material Adverse Effect under clause (i) or (ii) of the definition thereof, as such contracts or agreements may be amended, supplemented, restated, replaced, or otherwise modified from time to time to the extent permitted under the Documentation.

“Material Adverse Effect” means a material adverse effect on (i) the business, assets, results of operations, prospects, or condition (financial or otherwise) of any Credit Party, (ii) the ability of each Credit Party to perform its obligations under the Documentation, or (iii) the legality, validity, binding nature or enforceability of the rights, remedies, or recourses of BMO under any of the Documentation.

“Obligations” means all debts, liabilities and obligations owed to BMO under or in connection with the Facilities, this Letter of Agreement, or any other Documentation (in principal, interest, fees, premiums, penalties, costs, losses, expenses, and other charges).



“**Prime Rate**” means the rate of interest announced from time to time by BMO as its reference rate then in effect for determining rates of interest charged on Canadian dollar loans made to its customers in Canada and designated as its prime rate.

“**Taxes**” means all taxes, duties, assessments, imposts, levies and similar charges and claims imposed upon a Credit Party, its income, or profits, or upon any properties belonging to it (including, without limitation, corporate, GST, HST, sales tax, real property taxes and other withholdings, deductions, and related liabilities).

“**US Base Rate**” means the rate of interest announced from time to time by BMO as its reference rate then in effect for determining rates of interest charged on U.S. Dollar loans made to its customers in Canada and designated as its U.S. base rate.



THIS IS **EXHIBIT H** REFERRED TO IN THE AFFIDAVIT
OF BRENT HOULDEN, SWORN AUGUST 15, 2023



SHIMON SHERRINGTON

Commissioner for Taking Affidavits

Enquiry Result

File Currency: 13AUG 2023



Note: All pages have been returned.

Type of Search	Business Debtor								
Search Conducted On	DATATAX BUSINESS SERVICES LIMITED								
File Currency	13AUG 2023								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	783899946	1	4	1	6	13JUN 2029			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
783899946		001	2		20220613 1013 1590 6773	P PPSA	7		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	DATATAX BUSINESS SERVICES LIMITED								
	Address				City	Province	Postal Code		
	2109 OXFORD ST E				LONDON	ON	N5V 2Z9		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	FIERA PRIVATE DEBT FUND VI LP								
	Address				City	Province	Postal Code		
	200 BAY STREET, SOUTH TOWER				TORONTO	ON	M5J 2J1		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			
Motor Vehicle Description	Year	Make			Model		V.I.N.		
General Collateral Description	General Collateral Description								

Registering Agent	Registering Agent			
	GOWLING WLG (CANADA) LLP - OTTAWA			
	Address	City	Province	Postal Code
	2600-160 ELGIN STREET	OTTAWA	ON	K1P 1C3

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	DATATAX BUSINESS SERVICES LIMITED						
File Currency	13AUG 2023						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	783899946	1	4	2	6	13JUN 2029	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
783899946		002	2		20220613 1013 1590 6773		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name			Ontario Corporation Number
	Address	City	Province	Postal Code

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name			Ontario Corporation Number
	Address	City	Province	Postal Code

Secured Party	Secured Party / Lien Claimant			
	BY ITS GENERAL PARTNER FIERA PRIVATE DEBT FUND GP INC.			
	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent			
	Address	City	Province	Postal Code

END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	DATATAX BUSINESS SERVICES LIMITED								
File Currency	13AUG 2023								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	783958833	2	4	3	6	14JUN 2027			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
783958833		001	2		20220614 1240 1590 7004	P PPSA	5		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	DATATAX BUSINESS SERVICES LIMITED								
	Address				City	Province	Postal Code		
	2109 OXFORD ST E				LONDON	ON	N5V 2Z9		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	BANK OF MONTREAL								
	Address				City	Province	Postal Code		
	525 8 AVENUE SW, 12TH FLOOR				CALGARY	AB	T2P 1G1		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
				X	X				
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
	THE AMOUNT OF \$50,000 WHICH IS NOW OR MAY HEREAFTER BE FROM TIME TO TIME HELD TO THE CREDIT OF THE DEBTOR WITH THE SECURED PARTY INCLUDING ANY INTEREST THEREON EARNED PURSUANT TO THE TERMS AND								
Registering Agent	Registering Agent								
	GOWLING WLG (CANADA) LLP - OTTAWA								
	Address				City	Province	Postal Code		
	2600-160 ELGIN STREET				OTTAWA	ON	K1P 1C3		

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	DATATAX BUSINESS SERVICES LIMITED								
File Currency	13AUG 2023								

File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
783958833	2	4	4	6	14JUN 2027			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN								
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period	
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Individual Debtor								
Date of Birth		First Given Name			Initial	Surname		
Business Debtor								
Business Debtor Name						Ontario Corporation Number		
Address					City	Province	Postal Code	
Individual Debtor								
Date of Birth		First Given Name			Initial	Surname		
Business Debtor								
Business Debtor Name						Ontario Corporation Number		
Address					City	Province	Postal Code	
Secured Party								
Secured Party / Lien Claimant								
Address					City	Province	Postal Code	
Collateral Classification								
Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description								
Year	Make			Model	V.I.N.			
General Collateral Description								
General Collateral Description								
CONDITIONS SET OUT IN A PLEDGE OF STATED SUM AS CASH COLLATERAL DATED								
ON OR ABOUT JUNE 14, 2022.								
Registering Agent								
Registering Agent								
Address					City	Province	Postal Code	

END OF FAMILY

Type of Search	Business Debtor						
Search Conducted On	DATATAX BUSINESS SERVICES LIMITED						
File Currency	13AUG 2023						
File Number	Family	of Families	Page	of Pages	Expiry Date	Status	
783985329	3	4	5	6	15JUN 2027		
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN							
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period

783985329		001	1		20220615 0933 1590 7149	P PPSA	5		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name DATATAX BUSINESS SERVICES LIMITED					Ontario Corporation Number			
	Address			City	Province	Postal Code			
	2109 OXFORD ST E			LONDON	ON	N5V 2Z9			
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address			City	Province	Postal Code			
Secured Party	Secured Party / Lien Claimant								
	STEVEN J. IBBOTSON								
	Address			City	Province	Postal Code			
	ST. PAUL MANSION, BLOCK A, APT 5			TRIQ IX-XATT, TA XBIEX	MAL	XBX 1088			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	GOWLING WLG (CANADA) LLP - OTTAWA								
	Address			City	Province	Postal Code			
	2600-160 ELGIN STREET			OTTAWA	ON	K1P 1C3			

END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	DATATAX BUSINESS SERVICES LIMITED								
File Currency	13AUG 2023								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	784929771	4	4	6	6	15JUL 2032			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
784929771		001	1		20220715 1018 1793 3682	P PPSA	10		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			

DATATAX BUSINESS SERVICES LIMITED										
Address		City		Province		Postal Code				
2109 OXFORD STREET EAST		LONDON		ON		N5V2Z9				
Individual Debtor	Date of Birth		First Given Name			Initial		Surname		
Business Debtor	Business Debtor Name						Ontario Corporation Number			
Address		City		Province		Postal Code				
Secured Party	Secured Party / Lien Claimant									
BANK OF MONTREAL										
Address		City		Province		Postal Code				
525 - 8 AVENUE SW (12TH FLOOR)		CALGARY		AB		T2P1G1				
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date	
					X					
Motor Vehicle Description	Year	Make			Model		V.I.N.			
General Collateral Description	General Collateral Description									
	LF377 ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY									
Registering Agent	Registering Agent									
	ELDOR-WAL REGISTRATIONS LTD.									
Address		City		Province		Postal Code				
1200, 10123 99 ST NW		EDMONTON		AB		T5J3H1				

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Enquiry Result

File Currency: 13AUG 2023



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Type of Search	Business Debtor								
Search Conducted On	FARM BUSINESS CONSULTANTS INC.								
File Currency	13AUG 2023								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	731496321	1	4	1	14	01SEP 2042			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
731496321		01	009		20170901 1034 8077 0029	P PPSA	25		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	FARM BUSINESS CONSULTANTS INC.								
	Address				City	Province	Postal Code		
	3011 LOUIE DRIVE SUITE 227				WESTBANK	BC	V4T 3E3		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	FARM BUSINESS CONSULTANTS INC.								
	Address				City	Province	Postal Code		
	3025 PORTAGE AVENUE #400				WINNIPEG	MB	R3J 2E2		
Secured Party	Secured Party / Lien Claimant								
	HEWLETT-PACKARD FINANCIAL SERVICES CANADA COMPANY								
	Address				City	Province	Postal Code		
	5150 SPECTRUM WAY				MISSISSAUGA	ON	L4W 5G1		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
			X		X				
Motor Vehicle Description	Year	Make			Model		V.I.N.		
General Collateral Description	General Collateral Description								
	ALL PRESENT AND FUTURE GOODS, SOFTWARE AND OTHER PERSONAL								
	PROPERTY NOW OR HEREAFTER FINANCED OR LEASED BY SECURED PARTY TO								

DEBTOR, WHETHER OR NOT BEARING THE NAME "HEWLETT-PACKARD", "HP" OR

Registering Agent	Registering Agent			
	REGISTRY = RECOVERY INC.			
	Address	City	Province	Postal Code
	1551 THE QUEENSWAY	TORONTO	ON	M8Z 1T5

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	FARM BUSINESS CONSULTANTS INC.						
File Currency	13AUG 2023						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	731496321	1	4	2	14	01SEP 2042	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
731496321		02	009		20170901 1034 8077 0029		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name			Ontario Corporation Number
	FARM BUSINESS CONSULTANTS INC			
	Address	City	Province	Postal Code
	#A103-202 BROWNLOW AVENUE	DARTMOUTH	NS	B3B 1T5

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name			Ontario Corporation Number
	FARM BUSINESS CONSULTANTS INC.			
	Address	City	Province	Postal Code
	3815 THATCHER AVENUE #11	SASKATOON	SK	S7R1A3

Secured Party	Secured Party / Lien Claimant			
	COMPAGNIE DE SERVICES FINANCIERS HEWLETT-PACKARD CANADA			
	Address	City	Province	Postal Code
	5150 SPECTRUM WAY	MISSISSAUGA	ON	L4W 5G1

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	"HEWLETT PACKARD ENTERPRISE" OR ANOTHER TRADE MARK OR TRADE NAME OWNED BY A MEMBER OF THE CORPORATE FAMILY OF ANY OF THE FOREGOING, INCLUDING WITHOUT LIMITATION ALL COMPUTER, TELECOMMUNICATIONS,

Registering Agent	Registering Agent			
	Address	City	Province	Postal Code

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	FARM BUSINESS CONSULTANTS INC.								
File Currency	13AUG 2023								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	731496321	1	4	3	14	01SEP 2042			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
731496321		03	009		20170901 1034 8077 0029				
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	FARM BUSINESS CONSULTANTS INC.								
	Address			City	Province	Postal Code			
	91 CORNELIA STREET WEST #214			SMITHS FALLS	ON	K7A5L3			
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address			City	Province	Postal Code			
Secured Party	Secured Party / Lien Claimant								
	Address			City	Province	Postal Code			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
	PRINTING, IMAGING, COPYING, SCANNING, PROJECTION, GRAPHICS, NETWORKING, STORAGE AND POINT OF SALE EQUIPMENT, INCLUDING WITHOUT LIMITATION SERVERS, LAPTOPS, DESKTOPS, TABLETS, SMART PHONES AND								
Registering Agent	Registering Agent								
	Address			City	Province	Postal Code			

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	FARM BUSINESS CONSULTANTS INC.						
File Currency	13AUG 2023						

File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
731496321	1	4	4	14	01SEP 2042			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN								
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period	
731496321		04	009		20170901 1034 8077 0029			
Individual Debtor								
Date of Birth		First Given Name			Initial	Surname		
Business Debtor								
Business Debtor Name						Ontario Corporation Number		
Address					City	Province	Postal Code	
Individual Debtor								
Date of Birth		First Given Name			Initial	Surname		
Business Debtor								
Business Debtor Name						Ontario Corporation Number		
Address					City	Province	Postal Code	
Secured Party								
Secured Party / Lien Claimant								
Address					City	Province	Postal Code	
Collateral Classification								
Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description								
Year	Make			Model	V.I.N.			
General Collateral Description								
General Collateral Description								
OTHER HAND HELD DEVICES, PRINTERS, PRINTING PRESSES, SCANNERS, FAX MACHINES, DIGITAL PHOTOGRAPHY AND IMAGING DEVICES, INK, TONER, WORKSTATIONS, PLATFORM CARTS, TAPE LIBRARIES, ATMS, CASH REGISTERS?								
Registering Agent								
Registering Agent								
Address					City	Province	Postal Code	

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	FARM BUSINESS CONSULTANTS INC.						
File Currency	13AUG 2023						
File Number	Family	of Families	Page	of Pages	Expiry Date	Status	
731496321	1	4	5	14	01SEP 2042		
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN							
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period

731496321		05	009		20170901 1034 8077 0029				
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address			City	Province	Postal Code			
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address			City	Province	Postal Code			
Secured Party	Secured Party / Lien Claimant								
	Address			City	Province	Postal Code			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model		V.I.N.		
General Collateral Description	General Collateral Description AND ANY AND ALL ATTACHMENTS, ACCESSORIES, ADDITIONS, GENERAL INTANGIBLES, SUBSTITUTIONS, PRODUCTS, REPLACEMENTS, RENTALS, MANUALS AND ANY RIGHT, TITLE OR INTEREST IN ANY SOFTWARE USED TO OPERATE OR								
Registering Agent	Registering Agent								
	Address			City	Province	Postal Code			

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	FARM BUSINESS CONSULTANTS INC.								
File Currency	13AUG 2023								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	731496321	1	4	6	14	01SEP 2042			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
731496321		06	009		20170901 1034 8077 0029				
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			

	Address				City	Province	Postal Code		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	Address				City	Province	Postal Code		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description OTHERWISE INSTALLED IN ANY OF THE FOREGOING (INCLUDING WITHOUT LIMITATION NETWORKING SOLUTIONS, SYSTEM SECURITY AND STORAGE SOLUTIONS, CLOUD SOLUTIONS, AND ENTERPRISE SOLUTIONS), FURNITURE AND								
Registering Agent	Registering Agent								
	Address				City	Province	Postal Code		

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	FARM BUSINESS CONSULTANTS INC.								
File Currency	13AUG 2023								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	731496321	1	4	7	14	01SEP 2042			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
731496321		07	009		20170901 1034 8077 0029				
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			

	Address		City	Province	Postal Code				
Secured Party	Secured Party / Lien Claimant								
	Address		City	Province	Postal Code				
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make		Model		V.I.N.			
General Collateral Description	General Collateral Description								
	FIXTURES, RACKS, ENCLOSURES AND NODES? AND ALL PROCEEDS OF THE FOREGOING INCLUDING WITHOUT LIMITATION, MONEY, CHATTEL PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS, INVESTMENT								
Registering Agent	Registering Agent								
	Address		City	Province	Postal Code				

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	FARM BUSINESS CONSULTANTS INC.								
File Currency	13AUG 2023								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	731496321	1	4	8	14	01SEP 2042			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
731496321		08	009		20170901 1034 8077 0029				
Individual Debtor	Date of Birth		First Given Name			Initial	Surname		
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address		City	Province	Postal Code				
Individual Debtor	Date of Birth		First Given Name			Initial	Surname		
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address		City	Province	Postal Code				
Secured Party	Secured Party / Lien Claimant								

Motor Vehicle Description	Year	Make	Model	V.I.N.
General Collateral Description	General Collateral Description			
	PROCEEDS.			
Registering Agent	Registering Agent			
	Address	City	Province	Postal Code

END OF FAMILY

Type of Search	Business Debtor						
Search Conducted On	FARM BUSINESS CONSULTANTS INC.						
File Currency	13AUG 2023						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	783902925	2	4	10	14	13JUN 2029	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
783902925		001	2		20220613 1042 1590 6781	P PPSA	7

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name	Ontario Corporation Number		
	FARM BUSINESS CONSULTANTS INC.			
	Address	City	Province	Postal Code
	2109 OXFORD ST E	LONDON	ON	N5V 2Z9

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name	Ontario Corporation Number		
	Address	City	Province	Postal Code

Secured Party	Secured Party / Lien Claimant			
	FIERA PRIVATE DEBT FUND VI LP			
	Address	City	Province	Postal Code
	200 BAY STREET, SOUTH TOWER	TORONTO	ON	M5J 2J1

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent				
GOWLING WLG (CANADA) LLP - OTTAWA				
Address			City	Province
2600-160 ELGIN STREET			OTTAWA	ON
			Postal Code	K1P 1C3

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	FARM BUSINESS CONSULTANTS INC.						
File Currency	13AUG 2023						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	783902925	2	4	11	14	13JUN 2029	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
783902925		002	2		20220613 1042 1590 6781		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name	Ontario Corporation Number		
	Address	City	Province	Postal Code

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name	Ontario Corporation Number		
	Address	City	Province	Postal Code

Secured Party	Secured Party / Lien Claimant			
	BY ITS GENERAL PARTNER, FIERA PRIVATE DEBT FUND GP INC.			
	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent

	Address	City	Province	Postal Code

END OF FAMILY

Type of Search	Business Debtor						
Search Conducted On	FARM BUSINESS CONSULTANTS INC.						
File Currency	13AUG 2023						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	783985275	3	4	12	14	15JUN 2027	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
783985275		001	1		20220615 0932 1590 7148	P PPSA	5

Individual Debtor	Date of Birth	First Given Name	Initial	Surname	
Business Debtor	Business Debtor Name			Ontario Corporation Number	
	FARM BUSINESS CONSULTANTS INC.				
	Address		City	Province	Postal Code
	2109 OXFORD ST E		LONDON	ON	N5V 2Z9

Individual Debtor	Date of Birth	First Given Name	Initial	Surname	
Business Debtor	Business Debtor Name			Ontario Corporation Number	
	Address		City	Province	Postal Code

Secured Party	Secured Party / Lien Claimant				
	STEVEN J. IBBOTSON				
	Address		City	Province	Postal Code
	ST. PAUL MANSION, BLOCK A, APT 5		TRIQ IX-XATT, TA XBIEX	MAL	XBX 1088

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent				
	GOWLING WLG (CANADA) LLP - OTTAWA				
	Address		City	Province	Postal Code
	2600-160 ELGIN STREET		OTTAWA	ON	K1P 1C3

END OF FAMILY

Type of Search	Business Debtor
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Search Conducted On	FARM BUSINESS CONSULTANTS INC.								
File Currency	13AUG 2023								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	788247765	4	4	13	14	07NOV 2027			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule		Registration Number	Registered Under	Registration Period	
788247765		001	2			20221107 1018 1793 2359	P PPSA	5	
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name						Ontario Corporation Number		
	FARM BUSINESS CONSULTANTS INC.								
	Address				City	Province	Postal Code		
	2100 OXFORD STREET E				LONDON	ON	N5V2Z9		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name						Ontario Corporation Number		
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	BANK OF MONTREAL								
	Address				City	Province	Postal Code		
	595 BURRARD STREET, MEZZANINE LEVEL				VANCOUVER	BC	V7Z1L7		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
				X					
Motor Vehicle Description	Year	Make			Model		V.I.N.		
General Collateral Description	General Collateral Description								
	ALL PRESENT AND AFTER ACQUIRED INTANGIBLES, INSTRUMENTS, CHATTEL PAPER, INVESTMENT PROPERTY AND MONEY (AS EACH OF THOSE TERMS ARE DEFINED IN THE PPSA) REPRESENTING AMOUNTS OWED OR OWING TO THE								
Registering Agent	Registering Agent								
	ELDOR-WAL REGISTRATIONS LTD.								
	Address				City	Province	Postal Code		
	1200, 10123 99 ST NW				EDMONTON	AB	T5J3H1		

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	FARM BUSINESS CONSULTANTS INC.								
File Currency	13AUG 2023								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	788247765	4	4	14	14	07NOV 2027			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
788247765		002	2		20221107 1018 1793 2359				
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address			City	Province	Postal Code			
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address			City	Province	Postal Code			
Secured Party	Secured Party / Lien Claimant								
	Address			City	Province	Postal Code			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
	DEBTOR FROM DATATAX BUSINESS SERVICES LIMITED, AND ANY PROCEEDS OF THE FOREGOING								
Registering Agent	Registering Agent								
	Address			City	Province	Postal Code			

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Enquiry Result

File Currency: 13AUG 2023



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Type of Search	Business Debtor								
Search Conducted On	FBC FINANCIAL & ESTATE PLANNING SERVICES INC.								
File Currency	13AUG 2023								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	783902952	1	3	1	5	13JUN 2029			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
783902952		001	2		20220613 1043 1590 6782	P PPSA	7		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	FBC FINANCIAL & ESTATE PLANNING SERVICES INC.								
	Address				City	Province	Postal Code		
	2100 OXFORD STREET, UNIT 25				LONDON	ON	N5V 4A4		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	FIERA PRIVATE DEBT FUND VI LP								
	Address				City	Province	Postal Code		
	200 BAY STREET, SOUTH TOWER				TORONTO	ON	M5J 2J1		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			
Motor Vehicle Description	Year	Make			Model		V.I.N.		
General Collateral Description	General Collateral Description								

Registering Agent	Registering Agent			
	GOWLING WLG (CANADA) LLP - OTTAWA			
	Address	City	Province	Postal Code
	2600-160 ELGIN STREET	OTTAWA	ON	K1P 1C3

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	FBC FINANCIAL & ESTATE PLANNING SERVICES INC.						
File Currency	13AUG 2023						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	783902952	1	3	2	5	13JUN 2029	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
783902952		002	2		20220613 1043 1590 6782		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name			Ontario Corporation Number
	Address	City	Province	Postal Code

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name			Ontario Corporation Number
	Address	City	Province	Postal Code

Secured Party	Secured Party / Lien Claimant			
	BY ITS GENERAL PARTNER, FIERA PRIVATE DEBT FUND GP INC.			
	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent			
	Address	City	Province	Postal Code

END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	FBC FINANCIAL & ESTATE PLANNING SERVICES INC.								
File Currency	13AUG 2023								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	783985221	2	3	3	5	15JUN 2027			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
783985221		001	1		20220615 0932 1590 7147	P PPSA	5		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	FBC FINANCIAL & ESTATE PLANNING SERVICES INC.								
	Address			City	Province	Postal Code			
	2100 OXFORD STREET, UNIT 25,			LONDON	ON	N5V 4A4			
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address			City	Province	Postal Code			
Secured Party	Secured Party / Lien Claimant								
	STEVEN J. IBBOTSON								
	Address			City	Province	Postal Code			
	ST. PAUL MANSION, BLOCK A, APT 5			TRIQ IX-XATT, TA XBIEX	MAL	XBX 1088			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	GOWLING WLG (CANADA) LLP - OTTAWA								
	Address			City	Province	Postal Code			
	2600-160 ELGIN STREET			OTTAWA	ON	K1P 1C3			

END OF FAMILY

Type of Search	Business Debtor						
Search Conducted On	FBC FINANCIAL & ESTATE PLANNING SERVICES INC.						

File Currency	13AUG 2023								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	788247738	3	3	4	5	07NOV 2027			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
788247738		001	2		20221107 1017 1793 2357	P PPSA	5		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	FBC FINANCIAL & ESTATE PLANNING SERVICES INC.								
	Address				City	Province	Postal Code		
	2100 OXFORD STREET E, UNIT 25				LONDON	ON	N5V4A4		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	BANK OF MONTREAL								
	Address				City	Province	Postal Code		
	595 BURRARD STREET, MEZZANINE LEVEL				VANCOUVER	BC	V7Z1L7		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
				X					
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
	ALL PRESENT AND AFTER ACQUIRED INTANGIBLES, INSTRUMENTS, CHATTEL PAPER, INVESTMENT PROPERTY AND MONEY (AS EACH OF THOSE TERMS ARE DEFINED IN THE PPSA) REPRESENTING AMOUNTS OWED OR OWING TO THE								
Registering Agent	Registering Agent								
	ELDOR-WAL REGISTRATIONS LTD.								
	Address				City	Province	Postal Code		
	1200, 10123 99 ST NW				EDMONTON	AB	T5J3H1		

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	FBC FINANCIAL & ESTATE PLANNING SERVICES INC.						
File Currency	13AUG 2023						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	788247738	3	3	5	5	07NOV 2027	
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN							
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period

788247738		002	2		20221107 1017 1793 2357				
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address			City	Province	Postal Code			
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address			City	Province	Postal Code			
Secured Party	Secured Party / Lien Claimant								
	Address			City	Province	Postal Code			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
	DEBTOR FROM DATATAX BUSINESS SERVICES LIMITED, AND ANY PROCEEDS OF THE FOREGOING								
Registering Agent	Registering Agent								
	Address			City	Province	Postal Code			

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Enquiry Result

File Currency: 13AUG 2023



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Type of Search	Business Debtor								
Search Conducted On	WHEATLAND ACCOUNTING SERVICES LTD.								
File Currency	13AUG 2023								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	783903105	1	3	1	5	13JUN 2029			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
783903105		001	2		20220613 1046 1590 6787	P PPSA	7		
Individual Debtor	Date of Birth		First Given Name			Initial	Surname		
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	WHEATLAND ACCOUNTING SERVICES LTD.								
	Address				City	Province	Postal Code		
	2109 OXFORD ST E				LONDON	ON	N5V 2Z9		
Individual Debtor	Date of Birth		First Given Name			Initial	Surname		
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	FIERA PRIVATE DEBT FUND VI LP								
	Address				City	Province	Postal Code		
	200 BAY STREET, SOUTH TOWER				TORONTO	ON	M5J 2J1		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			
Motor Vehicle Description	Year	Make			Model		V.I.N.		
General Collateral Description	General Collateral Description								

Registering Agent	Registering Agent			
	GOWLING WLG (CANADA) LLP - OTTAWA			
	Address	City	Province	Postal Code
	2600-160 ELGIN STREET	OTTAWA	ON	K1P 1C3

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	WHEATLAND ACCOUNTING SERVICES LTD.						
File Currency	13AUG 2023						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	783903105	1	3	2	5	13JUN 2029	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
783903105		002	2		20220613 1046 1590 6787		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name			Ontario Corporation Number
	Address	City	Province	Postal Code

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name			Ontario Corporation Number
	Address	City	Province	Postal Code

Secured Party	Secured Party / Lien Claimant			
	BY ITS GENERAL PARTNER, FIERA PRIVATE DEBT FUND GP INC.			
	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent			
	Address	City	Province	Postal Code

END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	WHEATLAND ACCOUNTING SERVICES LTD.								
File Currency	13AUG 2023								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	783985194	2	3	3	5	15JUN 2027			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
783985194		001	1		20220615 0931 1590 7146	P PPSA	5		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	WHEATLAND ACCOUNTING SERVICES LTD.								
	Address			City	Province	Postal Code			
	2109 OXFORD ST E			LONDON	ON	N5V 2Z9			
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address			City	Province	Postal Code			
Secured Party	Secured Party / Lien Claimant								
	STEVEN J. IBBOTSON								
	Address			City	Province	Postal Code			
	ST. PAUL MANSION, BLOCK A, APT 5			TRIQ IX-XATT, TA XBIEX	MAL	XBX 1088			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	GOWLING WLG (CANADA) LLP - OTTAWA								
	Address			City	Province	Postal Code			
	2600-160 ELGIN STREET			OTTAWA	ON	K1P 1C3			

END OF FAMILY

Type of Search	Business Debtor						
Search Conducted On	WHEATLAND ACCOUNTING SERVICES LTD.						

788247729		002	2		20221107 1016 1793 2356				
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address			City	Province	Postal Code			
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address			City	Province	Postal Code			
Secured Party	Secured Party / Lien Claimant								
	Address			City	Province	Postal Code			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
	DEBTOR FROM DATATAX BUSINESS SERVICES LIMITED, AND ANY PROCEEDS OF THE FOREGOING								
Registering Agent	Registering Agent								
	Address			City	Province	Postal Code			

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THIS IS **EXHIBIT I** REFERRED TO IN THE AFFIDAVIT
OF BRENT HOULDEN, SWORN AUGUST 15, 2023



SHIMON SHERRINGTON
Commissioner for Taking Affidavits

Datatax Business Services Limited

Consolidated Financial Statements

August 31, 2022



INDEPENDENT AUDITOR'S REPORT

To the Shareholders of Datatax Business Services Limited

Opinion

We have audited the consolidated financial statements of Datatax Business Services Limited (the "Company"), which comprise the consolidated balance sheet as at August 31, 2022 and the consolidated statements of loss and deficit and cash flows for the period then ended, and notes to the consolidated financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the consolidated financial position of the Company as at August 31, 2022, and its results of consolidated operations and its consolidated cash flows for the period then ended in accordance with Canadian accounting standards for private enterprises.

Basis for Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Consolidated Financial Statements* section of our report. We are independent of the Company in accordance with the ethical requirements that are relevant to our audit of the consolidated financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Material Uncertainty Related to Going Concern

We draw attention to Note 2 in the Consolidated financial statements, which indicates that the entity is dependent upon the on-going support of its lenders and the Company's ability to maintain sufficient liquidity to meet its current and future operating needs as they occur. As stated in Note 2, these events or conditions, along with other matters as set forth in Note 2, indicate that a material uncertainty exists that may cast significant doubt on the Company's ability to continue as a going concern. Our opinion is not modified in respect of this matter.

Responsibilities of Management and Those Charged with Governance for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with Canadian accounting standards for private enterprises, and for such internal control as management determines is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is responsible for assessing the Company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Company or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Company's financial reporting process.

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AUDIT | TAX | CONSULTING

Auditor's Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these consolidated financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Company's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the consolidated financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Company to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the consolidated financial statements, including the disclosures, and whether the consolidated financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

RSM Canada LLP

Chartered Professional Accountants
August 1, 2023
Calgary, Alberta

Datatax Business Services Limited
Consolidated Balance Sheet
August 31, 2022

Assets

Current assets

Accounts receivable	340,139
Due from vendor (note 7)	\$ 671,877
Prepaid expenses	5,413,791
Income taxes receivable	1,288,741
Assets held for sale (note 15)	<u>1,502,841</u>

9,217,389

Goodwill

9,692,183

Employee notes receivable (note 5)

125,980

Due from related company (note 7)

342,613

Intangible assets (note 8)

2,521,955

Prepaid expenses - long-term

817,068

Customer list (note 6)

33,820,196

Property and equipment, net of accumulated amortization (note 9)

565,807\$ 57,103,191**Liabilities**

Current liabilities

Bank indebtedness (note 10)	\$ 1,620,677
Term loan (note 11)	33,181,081
Accounts payable and accrued liabilities	2,708,648
Current portion of deferred contract fees	<u>27,608,336</u>

65,118,742

Deferred contract fees

4,167,589

Future income taxes

10,189,235

Vendor holdback note (note 12)

2,954,75082,430,316**Shareholders' Deficiency**

Share capital (note 14)

300

Deficit

(25,327,425)(25,327,125)\$ 57,103,191

Commitments (note 17)

Contingencies (note 18)

Subsequent events (note 19)

See accompanying notes

Approved by the Board,

_____, Director

Datatax Business Services Limited
Consolidated Statement of Loss and Deficit
Period from June 23, 2022 to August 31, 2022

Revenue	\$ <u>5,550,579</u>
Expenses	
Compensation	4,986,124
Selling, general, and administrative	1,508,525
Interest expense	392,262
Depreciation of Property and equipment	79,900
Amortization of intangible assets and customer list	<u>647,850</u>
Loss before income taxes	(2,064,082)
Income taxes recovery	<u>(467,042)</u>
Net loss	(1,597,040)
Deficit, beginning of period	<u>(23,730,385)</u>
Deficit, end of period	\$ <u><u>(25,327,425)</u></u>

See accompanying notes

Datatax Business Services Limited
Consolidated Statement of Cash Flows
Period from June 23, 2022 to August 31, 2022

Cash provided by (used in):

Operating activities	
Net loss	\$ (1,597,040)
Add (deduct) items not affecting cash	
Future income taxes	10,189,235
Fair value adjustments on acquisition	(23,498,816)
Amortization of Intangible assets and customer list	647,850
Amortization of Property and equipment	79,900
Accretion expense	81,098
	<u>(14,097,773)</u>
Changes in non-cash working capital	
Accounts receivable	(340,139)
Prepaid expenses	(6,230,859)
Due from related party	(342,613)
Income tax receivable	(1,288,741)
Employee notes receivable	(125,980)
Deferred contract fees	31,775,925
Accounts payable and accrued expenses	2,708,648
	<u>26,156,241</u>
	<u>12,058,468</u>
Financing activities	
Drawdown of term loan	34,709,486
Repayment of term loan	(404,243)
Payment of interest on term loan	(392,261)
Financing fees	(813,000)
Vendor holdback note	2,954,750
	<u>36,054,732</u>
Investing activities	
Acquisition of customer list	(34,400,000)
Acquisition of property and equipment	(2,148,528)
Acquisition of goodwill	(9,692,183)
Acquisition of intangible assets	(2,590,000)
Due from vendor	(671,877)
	<u>(49,502,588)</u>
Decrease in cash	(1,389,388)
Bank indebtedness, beginning of period	<u>(231,289)</u>
Bank indebtedness, end of period (note 10)	<u>\$ (1,620,677)</u>
Bank indebtedness is comprised of:	
Cash	\$ 293,286
Bank overdrafts	<u>(1,913,963)</u>
	<u>\$ (1,620,677)</u>

See accompanying notes

Datatax Business Services Limited
Notes to Consolidated Financial Statements
August 31, 2022

1. Nature of operations

Datatax Business Services Limited ("Company") was acquired on June 22, 2022 (note 3) and is incorporated under the *Business Corporations Act* of Ontario. The Company is engaged in the provision of tax and accounting services of various kinds to small businesses and individuals primarily in the Canadian farming community. The Company carries on its business through Datatax Business Services Limited and its subsidiaries, which include Farm Business Consultants Inc., FBC Financial & Estate Planning Services Inc. and Wheatland Accounting Services Ltd. (formerly B.J. Turner).

2. Going concern measurement basis

The consolidated financial statements of the Company have been prepared in accordance with Canadian Accounting Standards for Private Enterprises that are applicable to a going concern which contemplates the realization of assets and discharge of liabilities in the normal course of business for the foreseeable future.

The Company's ability to continue as a going concern is dependent upon the on-going support of its lenders and the Company's ability to maintain sufficient liquidity to meet its current and future operating needs as they occur. These conditions indicate that a material uncertainty exists which may cast significant doubt on the Company's ability to continue as a going concern. The consolidated financial statements do not include any adjustments that may be necessary if the going concern assumption were not appropriate. Such adjustments could be material.

3. Acquisition of control

The Company was acquired by 1000148156 Ontario Inc. for a base purchase price of \$41,300,000 on June 22, 2022 in accordance with the share purchase agreement dated March 23, 2022. The share purchase agreement was subsequently amended on June 22, 2022 (collectively, the "Acquisition Agreement"). Upon acquisition, 1000148156 Ontario Inc. amalgamated with 1000037021 Ontario Inc. and Datatax Business Services Limited.

The acquisition was financed by a term loan from a private debt fund and corporate funds. The term loan agreement dated June 22, 2022 required the purchasers to make a minimum equity contribution of \$5,000,000, which has not been made.

	As at June 22, 2022
Base purchase price	\$ 41,300,000
Adjustments:	
Working capital	(272,009)
Capital expenditures	(9,651)
EMT success payments	(760,000)
Minimum cash balance adjustment	(739,493)
Permitted acquisition amount	<u>121,300</u>
Adjusted purchase price	39,640,147
Vendor holdback note (note 12)	<u>(3,500,000)</u>
Total	<u>\$ 36,140,147</u>

Datatax Business Services Limited
Notes to Consolidated Financial Statements
August 31, 2022

The change of control was accounted for as a business combination using the acquisition method of accounting. The Company measured and recorded the identifiable assets acquired and the liabilities assumed at Management's estimates of their acquisition-date fair values. Goodwill was recognized as the excess fair value of the consideration paid over the fair value of the identifiable net assets on the acquisition date.

The determination of the fair value of the assets acquired and liabilities assumed required management to use estimates that contain uncertainty, assumptions and judgment. As detailed in note 18(a), there are various disputed matters which arose from the Acquisition Agreement which could result in changes to the adjusted purchase price, working capital adjustment and the amounts of consideration paid.

In addition to total consideration paid, the selling shareholder signed a renewable employment agreement with the Company. For the initial term from January 1, 2023 to August 1, 2027, the base salary is 10,000 Euros per annum, payable on January 1, 2023, with a signing bonus of warrants for 864,000 preference shares and additional monthly warrants for 216,000 preference shares. Upon a change of control of the Company, the employee is entitled to all of the warrants under the initial term which total 12,960,000 preference shares. The valuation of the warrants cannot be done due to the deferral of the start date. The Company has deferred the start date of the employment agreement pending resolution of the disputed matters (note 18(a)).

Below are the fair values of assets and liabilities as at June 22, 2022.

Assets

Current assets

Accounts receivable	\$ 440,952
Prepaid deposits	6,449,713
Income taxes receivable	<u>1,288,741</u>
	8,179,406
Goodwill	10,364,060
Employee notes receivable (note 5)	133,434
Due from related party (note 7)	150
Intangible assets (note 8)	2,590,000
Customer list (note 6)	34,400,000
Property and equipment, net of accumulated amortization (note 9)	<u>2,144,133</u>
	<u>\$ 57,811,183</u>

Datatax Business Services Limited
Notes to Consolidated Financial Statements
August 31, 2022

Liabilities

Current liabilities

Term loan	\$ 33,486,775
Bank indebtedness (note 10)	231,289
Accounts payable and accrued liabilities	2,123,725
Current portion of deferred contract fees	<u>27,599,395</u>

63,441,184

Deferred contract fees	4,544,392
Due to related party (note 7)	125,000
Future income taxes	10,657,692
Vendor holdback note (note 12)	<u>2,773,000</u>

81,541,268

Shareholders' Deficiency

Share capital (note 14)	300
Deficit	<u>(23,730,385)</u>
	<u>(23,730,085)</u>
	<u>\$ 57,811,183</u>

4. Significant accounting policies

The consolidated financial statements were prepared in accordance with Canadian accounting standards for private enterprises ("ASPE") and include the following significant accounting policies:

(a) Property and equipment

property and equipment were recorded at fair value as at June 22, 2022. Amortization of property, plant and equipment is based on their useful lives using the declining balance method and following rates:

Building	5%
Computer equipment and software	30%
Office equipment	20%
Parking lot	8%

Amortization of leasehold improvements is recorded on a straight-line basis over 5 years.

One half of the above amortization rate is taken in the year of acquisition and no amortization is taken in the year of disposal.

Datatax Business Services Limited
Notes to Consolidated Financial Statements
August 31, 2022

(b) Intangible assets

Intangible assets have been recorded at their fair values as at June 22, 2022. They are amortized on a straight-line basis over the designated useful lives.

Developed Technology	20%
Brand	7%
Non-compete agreement	50%

(c) Income taxes

The Company provides for future income taxes by using the asset and liability method. Under this method, future income tax assets and liabilities are computed for temporary differences between the carrying value and tax bases for assets and liabilities and the benefit of tax losses available to be carried forward to reduce taxable income in future years that are likely to be realized. Future tax assets and liabilities are calculated using enacted or substantially enacted tax laws and rates expected to be applicable to the periods in which the differences are expected to affect taxable income. Future tax benefits are recognized to the extent that realization of such benefits is more likely than not.

(d) Goodwill

Goodwill is not amortized but is instead tested for impairment if events or changes in circumstances indicate that an impairment loss may have occurred. When the carrying amount of the reporting unit exceeds its fair value, a goodwill impairment loss is recognized, up to a maximum amount of the recorded goodwill related to the reporting unit. Goodwill impairment losses are not reversed.

(e) Revenue recognition

The Company's customers typically pay a membership fee, in advance, for future services. The Company records revenue from accounting and tax services when the services are complete or substantially so. This method of customer payment creates a significant deferred contract fee that is recognized as revenue as the service is performed. Commissions are paid when the membership is signed and the revenue is recorded as a deferred contract fee. Commissions and revenue are recognized when the service is complete. Non-membership services are billed when services are rendered.

(f) Customer list

Upon acquisition the value of customer lists are established using the multiple of revenue methodology. Customer lists are then amortized over their expected life of 20 years.

(g) Financial instruments

The Company initially measures its financial assets and liabilities at fair value. When the Company determines there is an impairment to the asset or liability, the amount is recognized in net income.

Datatax Business Services Limited
Notes to Consolidated Financial Statements
August 31, 2022

(h) Measurement uncertainty

The preparation of consolidated financial statements in accordance with Canadian accounting standards for private enterprises requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the consolidated financial statements, and the reported amounts of revenues and expenses during the period. Significant areas requiring the use of estimates include future tax liabilities, estimated useful lives of property and equipment, and deferred contract fees. Actual results of valuation of goodwill and intangible assets may differ from management's best estimates as additional information becomes available in the future.

By their nature, these estimates are subject to measurement uncertainty and the effect on the consolidated financial statements of changes in such estimates in future periods could be significant.

5. Employee notes receivable

Employee notes receivable consist of notes from three employees, ranging in amounts from \$29,000 to \$85,000 with interest rates varying from 0% to 1%. Amounts are due on demand but the Company does not expect any significant repayments over the next fiscal year.

6. Customer list

	Fair Value	Accumulated Amortization	August 31, 2022 Net Value
FBC	\$ 31,279,024	\$ 518,286	\$ 30,760,738
Financial & Estate Planning	2,215,627	36,712	2,178,915
Wheatland Accounting	843,068	22,527	820,541
Worry Free Tax Consulting	<u>62,281</u>	<u>2,279</u>	<u>60,002</u>
	<u>\$ 34,400,000</u>	<u>\$ 579,804</u>	<u>\$ 33,820,196</u>

Wheatland Accounting and Worry Free Tax Consulting customer lists existed in Datatax Business Services Limited books prior to June 22, 2022.

7. Due from related party

At the time of acquisition, a related party associated with the Purchasers paid legal fees of \$50,000 and a \$75,000 transaction fee associated with the term loan. These amounts have been netted against the loan and accreted.

The amount due due from the former shareholder (vendor) is non-interest bearing, unsecured and is due upon completion of the net working capital related to the acquisition. The amount has been paid in September 2022.

Since June 22, 2022, the Company has advanced funds of \$607,136 to current shareholder related parties on a non-interest bearing basis, with no fixed repayment terms.

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8. Intangible assets

	Fair Value	Accumulated Amortization	Net Book Value
Developed Technology	\$ 940,000	\$ 23,250	\$ 916,750
Non-compete agreement	50,000	4,795	45,205
Brand	<u>1,600,000</u>	<u>40,000</u>	<u>1,560,000</u>
	<u>\$ 2,590,000</u>	<u>\$ 68,045</u>	<u>\$ 2,521,955</u>

9. Property and equipment

	Fair Value	Additions	Accumulated Amortization	Net Book Value
Building	\$ 283,057	\$ -	\$ 278,107	\$ 4,950
Computer equipment and software	252,587	2,328	13,708	241,207
Office equipment	326,178	2,067	8,595	319,650
Leasehold improvement	<u>3,442</u>	<u>-</u>	<u>3,442</u>	<u>-</u>
	<u>\$ 865,264</u>	<u>\$ 4,395</u>	<u>\$ 303,852</u>	<u>\$ 565,807</u>

10. Bank indebtedness

A demand operating loan facility with a maximum of \$2,000,000, bears interest at the bank's prime lending rate plus 1.5% per annum. The loan is secured by the Company's accounts receivables and a general security agreement. The loan is subject to certain financial covenants of which the Company has not met. The demand operating loan is currently being handled by the bank's special loans group.

11. Term loan

The 5-year term loan agreement involved a single advance of \$34,300,000, bears interest at 7% per annum, and is secured by an general security agreement (ranking behind the bank indebtedness) and various personal guarantees of the Purchasers.

Details of the term loan are as follows:

Term loan	\$ 34,300,000
Financing costs deducted by lender	(688,224)
Financing costs paid by related party (note 7)	(125,000)
Interest and amortization of financing fees	<u>(305,695)</u>
	<u>\$ 33,181,081</u>

As of August 31, 2022, the Company has failed to comply with its financial covenants, reporting covenants, conditions precedent and has committed numerous events of default. Notes 19(a) and 19(b) outline actions taken by the lender subsequent to August 31, 2022.

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12. Vendor holdback note

The Vendor Holdback Note of \$3,500,000 is a secured promissory note without interest, repayable on February 22, 2024 and subject to the purchasers' set-off rights. Below is an analysis of the vendor holdback note.

Vendor holdback note per purchase agreement	\$ 3,500,000
Fair value adjustment	(727,000)
Accretion for the period	<u>181,750</u>
	<u>\$ 2,954,750</u>

13. Future income tax

The future tax liabilities arose from the following temporary differences:

	Future income tax liabilities August 31, 2022
Non-capital losses carried forward	\$ 176,402
Vendor holdback note	776,794
Others	<u>107,340</u>
Property and equipment	(352,333)
Intangible assets and customer lists	(9,356,128)
Prepaid expenses	<u>(1,541,310)</u>
Presented as:	
Future tax liabilities	<u>\$ (10,189,235)</u>

Non capital losses amounting to \$670,994 at the deferral and provincial levels are available to be used in future and would expire in about 20 years.

14. Share capital

Issued	
300 Class A	<u>\$ 300</u>

15. Non-current assets held for sale

Subsequent to period end, the Company has sold of its land and building located in the city of London, Ontario. The carrying value of the asset as at period was \$1.5 million.

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16. Financial instruments

Company is exposed to the following significant financial risks:

(a) Currency risk

Currency risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in foreign exchange rates. As at August 31, 2022, cash of \$4,436 is shown in US dollars and converted into Canadian dollars.

(b) Liquidity risk

Liquidity risk is the risk that the Company will encounter difficulty in meeting obligations associated with financial liabilities. As detailed in notes 2 and 19, the Company is facing a liquidity challenge and working with its lenders to maintain sufficient liquidity to meet its current and future operating needs.

(c) Interest rate risk

Interest rate price risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of the changes in market interest rates. The interest on the term loan has increased by 2% due to a breach of covenants increasing the interest expense cost of the Company. Each 1% change in interest rate will result in a \$340,000 reduction in net income.

17. Commitment

The Company has a loan with Fiera Capital. Based on the loan agreement, below is the commitment for payments to be made in the future. The amount due in 2023 is higher as the company is required to repay the land and building sale proceeds and the net working capital from the former shareholder.

Year	Amount
2023	\$ 5,541,086
2024	6,205,109
2025	4,779,025
2026	4,779,025
2027	<u>21,433,040</u>
	<u>\$ 42,737,285</u>

18. Contingencies

The following contingencies could have a material impact on the Company:

(a) Acquisition agreement legal dispute

The Company has uncertain and disputed matters regarding the Acquisition Agreement involving the flow of funds at closing, the failure of the purchasers to meet conditions precedent for the term loan and calculation of the working capital adjustment on May 2, 2022 as opposed to June 22, 2022. Until the disputed matters are resolved, the Company has deferred the employment start date of the Vendor (note 3).

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(b) 2017 Tax reassessment

The Company has appealed federal and provincial 2017 tax reassessments issued for \$2,463,737. The Company has paid \$1,156,574 against the tax reassessments. Under the Purchase Agreement the Vendor has committed to continue to challenge the 2017 tax reassessment, and indemnified the Company if any additional monies need to be paid in the future. Any amounts refunded on the 2017 tax reassessment will be returned to the Vendor.

19. Subsequent events

The following events have occurred since August 31, 2022 which are not reflected in the accounts:

(a) Court order

On November 7, 2022, the Ontario Superior Court of Justice acknowledged the validity and enforceability of the Term Loan lender's Personal Property Securities Act (PPSA) security and ordered: the appointment of a sole director of the Company to replace the existing directors; various powers and information access to the interim CEO; the previous CEO to be an Executive Vice President, without compensation, with the primary responsibility to seek refinancing; and, the restriction of the Purchasers of the Company from other positions or titles with the Company and no involvement in the day-to-day operations.

(b) Term loan

During September 2022, the Company failed to make a mandatory principal prepayment of \$671,877 when the Vendor settled the working capital adjustment. The Company has now repaid this amount to Fiera Capital in March, 2023.

When the Company sold its London land and building for net proceeds of \$1,540,000, less sales commissions and legal expenses on December 1, 2022. The repayment of the sale proceeds were due in June and July 2023. The term loan has agreed to defer the repayment of the proceeds until and agreed to later date.

The term loan lender has deferred three monthly principal repayments totaling \$440,760 until March, 2023 which has been repaid. The July 2023 principal and interest loan payment of \$398,252 until an agreed to future date. As a result of the defaults, the annual interest rate on the term loan has increased to 9% and the lender has charged additional financing fees of \$50,000 for the first deferral. Additional financing fees for the July 2023 deferral are to be determined.

THIS IS **EXHIBIT J** REFERRED TO IN THE AFFIDAVIT
OF BRENT HOULDEN, SWORN AUGUST 15, 2023



SHIMON SHERRINGTON
Commissioner for Taking Affidavits